

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) September 21, 2007

Exxon Mobil Corporation
(Exact name of registrant as specified in its charter)

New Jersey
(State or other jurisdiction
of incorporation)

1-2256
(Commission
File Number)

13-5409005
(IRS Employer
Identification No.)

5959 LAS COLINAS BOULEVARD, IRVING, TEXAS 75039-2298
(Address of principal executive offices) (Zip Code)

(Registrant's telephone number, including area code): **(972) 444-1000**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

- (e) On September 21, 2007, the annual salary of J. S. Simon, a Senior Vice President of the registrant, was increased from \$980,000 to \$1,040,000, effective October 1, 2007. Like the other executive officers of the registrant, Mr. Simon is an "at-will" employee and does not have an employment contract.

On September 27, 2007, Mobil Corporation, a wholly-owned subsidiary of the registrant, amended and restated its Management Retention Plan. No awards have been granted under the Plan since 1994 or may be granted in the future. Certain former Mobil executives, including H. R. Cramer, a Vice President of the registrant, retain stock unit awards granted under the plan prior to 1995. As described in the registrant's 2007 Proxy Statement, the awards are to be settled in cash after retirement. The Plan as amended and restated is filed as Exhibit 99.1 to this report. The amendment affects Article VI of the Plan and eliminates discretion as to the form of benefit payment in order to comply with tax provisions of the American Jobs Creation Act.

Item 8.01 Other Events.

On September 26, 2007, the registrant amended its standing resolutions for nonemployee director restricted stock grants and cash fees. Commencing with the year 2008, the annual restricted stock award granted to incumbent nonemployee directors will be reduced from 4,000 shares to 2,500 shares. Also effective January 1, 2008, the annual cash retainer payable to nonemployee directors will be increased from \$75,000 to \$100,000; the annual cash retainers (which currently range from \$8,000 to \$15,000) for Board committee members will be eliminated; and the annual cash retainers for Board committee Chairs (which currently range from \$7,000 to \$10,000) will be eliminated except for the Audit and Compensation Committees, whose Chairs will continue to receive an additional retainer of \$10,000. Copies of the standing resolutions as amended are filed as Exhibits 99.2 and 99.3 to this report.

Also on September 26, 2007, the registrant amended and restated its 2001 Nonemployee Directors' Deferred Compensation Plan in order to terminate the Plan. Additional deferrals under the Plan will cease as of year-end 2007 and account balances under the Plan will be returned to participants by no later than January 2009. The Plan as amended and restated is filed as Exhibit 99.4 to this report.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

EXXON MOBIL CORPORATION

Date: September 27, 2007

By: /s/ Patrick T. Mulva

Name: Patrick T. Mulva
Title: Vice President, Controller and
Principal Accounting Officer

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
99.1	1984 Mobil Corporation Management Retention Plan, as amended and restated on September 27, 2007.
99.2	Standing resolution for non-employee director restricted stock grants dated September 26, 2007.
99.3	Standing resolution for non-employee director cash fees dated September 26, 2007.
99.4	2001 Nonemployee Director's Deferred Compensation Plan, as amended and restated on September 26, 2007.

1984 Mobil Corporation
MANAGEMENT RETENTION PLAN
Restated as of September 27, 2007

Article I Purpose of the Plan

The Mobil Management Retention Plan provides a method whereby principal executive Employees who are meeting superior standards of performance and whose continued employment is considered key to the growth and success of Mobil Corporation and its Affiliated Corporations will be afforded special individual financial incentives to maintain that level of performance and continue employment until normal or agreed early retirement date.

Article II Definitions

2.1 "Affiliated Corporation" means any stock corporation of which a majority of the voting common or capital stock is owned directly or indirectly by the Corporation.

2.2 "Award Supplement" means an augmentation of a Conditional Retention Award or a Retention Award for the period of time specified by the Committee by adding to such award an interest equivalent in an amount or at a rate determined by the Committee from time to time in its discretion.

2.3 "Board of Directors" means the Board of Directors of Mobil Corporation.

2.4 "Committee" means the Compensation Committee of the Board of Directors of Exxon Mobil Corporation or such other committee as may be designated by the Board of Directors to administer the Plan.

2.5 "Conditional Retention Award" means an award made by the Committee under this Plan which is subject to the conditions set forth in Article V hereof.

2.6 "Corporation" means Mobil Corporation, a Delaware corporation, or its successor.

2.7 "Employee" means any person who is a regular full time employee of the Corporation or an Affiliated Corporation, including those who are officers or directors of the Corporation. In the discretion of the Committee, this term may include persons who at the request of the Corporation accept employment with any company in which the Corporation has a substantial interest.

2.8 "Plan" means this Mobil Management Retention Plan.

2.9 "Retention Award" means an award made by the Committee under this Plan which is no longer subject to the conditions set forth in Article V hereof and which is, therefore, non-forfeitable.

Article III Administration of the Plan

3.1 **Composition of Committee.** This Plan shall be administered by the Committee which shall consist of two or more members of the Board of Directors of Exxon Mobil Corporation.

3.2 **Quorum.** A majority of the Committee shall constitute a quorum, and the acts of a majority of the members present at any meeting at which a quorum is present, or acts approved in writing by all of the members in the absence of a meeting, shall be the acts of the Committee. Any one or more members of the Committee may participate in a meeting by telephone conference call or by other communications equipment device by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at such meeting.

3.3 **Powers.** The Committee shall have full and final authority to operate, manage and administer the Plan on behalf of the Corporation. This authority includes, but is not limited to:

- (a) The power to establish the conditions, terms and contingencies of each grant.
- (b) The power to prescribe the form or forms of the instruments evidencing Conditional Retention Awards granted under this Plan.
- (c) The power to direct the Corporation to make the conversions, accruals, and payments provided for by the Plan.
- (d) The power to interpret the Plan.
- (e) The power to provide regulations for the operation, interpretation, management and administration of the Plan.
- (f) The power to delegate to other persons the responsibility to perform ministerial acts in furtherance of the Plan's purpose, and
- (g) The power to engage the services of persons, corporations, or organizations in furtherance of the Plan's purpose, including but not limited to, banks, insurance companies, brokerage firms, and consultants.

Article IV Criteria

4.1 **Eligibility.** Conditional Retention Awards may be granted by the Committee in its sole discretion as it deems necessary to retain those principal executive Employees whose continued employment is considered to be essential to the growth and success of the Corporation. Neither the members of the Committee nor any member of the Board of Directors who is not an Employee shall be eligible to receive a Conditional Retention Award. Awards may be granted only by the Committee.

4.2 **Frequency and Size.** The Committee may in its discretion grant Conditional Retention Awards in such amounts, in accordance with such criteria, at such times, in such form and upon such conditions as it determines and may grant more than one such award to any one individual.

4.3 **Relevant Factors.** In selecting individual Employees to whom Conditional Retention Awards shall be granted, as well as in determining the amount of such awards, and the conditions, type, terms and provisions of each grant, the Committee shall weigh such factors as are relevant to accomplish the purposes of the Plan as stated in Article I, including but not limited to:

- (a) the likelihood that alternative attractive financial opportunities will be offered to the Employee;
- (b) the estimated net financial effect on the Corporation and its Affiliated Corporations of premature loss of the Employee's services; and
- (c) the individual performance of the eligible Employee.

4.4 **Suspension.** No Conditional Retention Awards have been granted since 1994, and no further awards are authorized.

Article V Conditional Retention Awards

5.1 **Conditions.** Conditional Retention Awards are provisional and forfeitable until all relevant conditions have been satisfied. Each Conditional Retention Award when granted shall require as a condition of full conversion to the status of a Retention Award:

- (a) that, except in the event of death during employment or termination of services because of long term disability as defined in the disability plans of the Corporation or an Affiliated Corporation, the Employee continue to be employed by the Corporation or by an Affiliated Corporation until the Employee's normal retirement date or an early retirement date approved by the Committee, and
- (b) that the Employee's performance should have been at a level satisfactory to the Corporation over the period that the Conditional Retention Award is outstanding.

5.2 **Reduction or Cancellation of Conditional Retention Awards.** Any Conditional Retention Award shall be cancelled and no payment shall be made in respect thereof if the Employee's services are terminated for reasons other than long term disability or death before attaining normal retirement date or the early retirement date approved by the Committee. In the event of death during employment or termination of services of the Employee because of long term disability under the Corporation's disability plans, or upon attainment by the Employee of normal retirement date or an early retirement date approved by the Committee, the Committee will review the Employee's individual performance since the date on which each Conditional Retention Award was granted. If the Employee's performance during this period was satisfactory in that he or she more than met the job requirements over the period that the Conditional Retention Award was outstanding then the full value of the Conditional Retention Award shall be converted into a Retention Award. If the quality of the Employee's performance was less than satisfactory, the Committee, at its discretion, may reduce the value of the Conditional Retention Award or may cancel the Conditional Retention Award in which latter event no payment shall be made in respect thereof.

5.3 Form of Conditional Retention Award and Communication. Conditional Retention Awards may be expressed in United States currency, performance units or a combination thereof as determined by the Committee and may provide for Award Supplements. The Committee in timely fashion shall communicate in writing to each Employee to whom a Conditional Retention Award is granted under this Plan a description of the award including the applicable terms, conditions and contingencies of its payment.

Article VI Settlement of Retention Awards

Upon satisfaction of the relevant conditions and conversion of a Conditional Retention Award into a Retention Award, such an award shall be paid in the following manner:

(a) In the case of an Employee retiring after 2007, the amount of the award shall be converted to a cash equivalent lump sum using the average price of Exxon Mobil Corporation stock over the six completed months prior to the Employee's retirement date and shall be paid to the Employee as soon as practicable in a single lump sum.

(b) In the case of an Employee retiring before 2008, the award shall be paid in the form of periodic payments determined in the manner specified for notional stock balances under the Supplemental Savings Plan of Mobil Oil Corporation.

In the case of a Specified Employee, as defined in Section 409A of the Internal Revenue Code, payment shall be made, or periodic payments shall commence, as applicable, 6 months after the Employee's retirement date. In such cases, the principal amount of the Retention Award shall be credited with interest for 6 months at the Citibank prime lending rate.

Article VII Award Supplements

The Committee may, in its discretion, direct the Corporation to supplement any Conditional Retention Award or Retention Award for a period determined by the Committee from time to time in its discretion beginning not earlier than the date of grant and ending not later than the date of payment of any such award. Such Award Supplements shall have the provisional character of an underlying Conditional Retention Award or the non-forfeitable character of an underlying Retention Award.

Article VIII Accounts

For the purpose of accounting for Conditional Retention Awards and Retention Awards deferred as to payment, the Corporation shall maintain bookkeeping accounts for each Employee who has received such an award. Each account shall be unfunded, shall not be a trust for the benefit of the Employee and shall not give the Employee any rights superior to those of unsecured general creditors of the Corporation. Such accounts shall be credited with such Award Supplements as are authorized by the Committee.

Article IX Benefit Plans

Conditional Retention Awards, Retention Awards and Award Supplements may not be used in determining the amount of compensation for any purpose under the benefit plans of the Corporation or an Affiliated Corporation, unless the Board of Directors shall otherwise from time to time expressly provide.

Article X Amendment, Suspension or Termination of the Plan

10.1 **Suspension or Termination.** The Board of Directors may suspend the Plan at any time or may terminate the Plan in its entirety. No awards shall be granted during any suspension of the Plan or after the Plan has been terminated. Conditional Retention Awards granted prior to suspension or termination of the Plan may not be cancelled solely because of such suspension or termination, except with the consent of the grantee of the award.

10.2 **Amendment.** The Board of Directors may amend the Plan from time to time, except that amendments which affect the qualification for eligibility to become or remain a member of the Committee or which affect the requirements as to eligibility of Employees to participate in the Plan or which affect the prohibition against granting a Conditional Retention Award to a member of the Committee must be approved by the shareholders of the Corporation.

Article XI Effective Date and Duration of the Plan

The Plan is effective January 1, 1984, subject to the affirmative vote of the holders of a majority of all outstanding shares of stock of the Corporation present in person or by proxy at the Annual Meeting of Stockholders in 1984. The Plan shall continue until such time as it may be terminated by action of the Board of Directors.

Resolutions Adopted by the Board of Directors
Regarding Non-Employee Director Restricted Stock Grants

September 26, 2007

RESOLVED, that, in accordance with Section VI of the Corporation's 2004 Non-Employee Director Restricted Stock Plan (the "Plan"):

(a) Each person who becomes a non-employee director for the first time after the date of this resolution shall be automatically granted an award of eight thousand (8,000) shares of restricted stock subject to the terms and conditions specified in the Plan, effective as of the date such person becomes a non-employee director; and

(b) Commencing with the year 2008, each incumbent non-employee director shall be automatically granted an award of two thousand five hundred (2,500) shares of restricted stock subject to the terms and conditions specified in the Plan, effective as of the first trading day of each year.

FURTHER RESOLVED, that the foregoing resolution shall remain in effect until modified or rescinded by further action of the Board of Directors.

FURTHER RESOLVED, that the resolutions regarding grants under the Plan adopted by the Board of Directors on July 28, 2004 be, and hereby are, revoked.

Resolution Adopted by the Board of Directors
Regarding Cash Compensation of Non-employee Directors

September 26, 2007

RESOLVED, that, effective January 1, 2008, each member of the Board of Directors who is not an employee of the Corporation or of any of its affiliated companies (a "non-employee director") be compensated at the rate of \$100,000 per annum, and that in addition,

(a) each non-employee director designated as Chairman of the Audit Committee or the Compensation Committee be compensated at the rate of \$10,000 per annum; and

(b) non-employee directors receive no additional fees for serving on, or attending regular or special meetings of, the Board or any committee of the Board, or for execution of written consents to action in lieu of meetings of the Board or any such committee, but be reimbursed for reasonable expenses if any; and that the resolutions regarding non-employee director remuneration adopted by the Board of Directors on September 27, 2000 be, and hereby are, revoked.

EXXON MOBIL CORPORATION

2001 NONEMPLOYEE DIRECTORS' DEFERRED COMPENSATION PLAN

(as amended and restated on September 26, 2007)

1. Purpose

The Plan was originally adopted to provide nonemployee directors with an opportunity to defer cash compensation as a director. The Plan was amended and restated on September 26, 2007, to provide for termination of the Plan.

2. Definitions

In the Plan, the following definitions apply:

"Account" means an account maintained by the Corporation under the Plan for deferred cash and deferred stock units.

"Administrator" means the Secretary of the Corporation.

"Board" means the Board of Directors of the Corporation.

"Compensation" means the cash retainer payable to a nonemployee director for service on the Board, for service as member of any Board committee, and for service as chairman of any Board committee, together with other cash fees, if any, payable to a nonemployee director in that capacity for attending meetings or otherwise for service on the Board or any Board committee. Grants of restricted stock and reimbursement of expenses do not constitute compensation for purposes of the Plan.

"Corporation" means Exxon Mobil Corporation, a New Jersey corporation, and its successors.

"Deferred cash" means a credit to a participant's account that represents the right to receive a cash payment equal to the credited amount plus deemed interest on settlement of the account.

"Deferred stock unit" means a credit to a participant's account that represents the right to receive a cash payment equal to the fair market value of one share on settlement of the account.

"Fair market value" means, for any trading date, the average of the high and low sales prices for shares as reported on the Consolidated Tape during the New York Stock Exchange regular session on such date.

"Nonemployee director" means a member of the Board who is not also an employee of the Corporation or any affiliate of the Corporation.

"Participant" means each nonemployee director who has elected to defer compensation under the Plan.

"Plan" means this Exxon Mobil Corporation 2001 Nonemployee Directors' Deferred Compensation Plan, as it may be amended from time to time.

"Share" means a share of common stock of the Corporation.

3. Administration

The Board and, subject to the oversight of the Board, the Administrator shall have authority to administer the Plan, including conclusive authority to construe and interpret the Plan, to establish rules, policies, procedures, forms, and notices for use in carrying out the Plan, and to make all other determinations necessary or desirable for administration of the Plan.

4. Deferral Elections

Participant elections to defer compensation under the Plan shall remain in effect through calendar year 2007. Effective January 1, 2008, no additional compensation may be deferred under the Plan.

5. Deferred Compensation Account

(a) Maintenance of Accounts. The Corporation will maintain an account for each participant until the accrued balance of such account has been settled. Accounts under the Plan are unfunded and represent only an unsecured claim against the general assets of the Corporation.

(b) Deferred Cash. Compensation deferred in the form of deferred cash shall continue to be credited to the participant's account on the date such compensation would otherwise have been payable absent the election to defer through December 31, 2007. In addition, at the end of each calendar month the deferred cash credits in the account shall be increased by an amount equal to deemed interest, at such reasonable rate per annum as may be determined from time to time by the Administrator, upon the average daily balance of deferred cash in the account during such month. Deferred cash balances will continue to accrue deemed interest through the calendar month immediately prior to the month in which such balances are settled.

(c) Deferred Stock Units. For compensation deferred in the form of deferred stock units, a number of units shall continue to be credited to the participant's account at the time such compensation would otherwise have been payable absent the election to defer through December 31, 2007. The number of units credited shall equal (i) the otherwise payable amount divided by (ii) the fair market value of a share on the last trading day preceding the credit date. In addition, on each date on which a cash dividend is payable on the shares, the participant's account shall be credited with a number of units equal to (i) the per share cash dividend times the number of deferred stock units then credited to the account, divided by (ii) the fair market value of a share on the last trading day preceding the dividend payment date. Accounts shall be credited with fractional de ferred stock units, rounded to the third decimal place. Deferred stock unit balances will continue to accrue dividend equivalents through the date such balances are distributed to the participant.

(d) Adjustments. In case of a stock split, stock dividend, or other relevant change in capitalization, the number of deferred stock units credited to a participant's account shall be adjusted in such manner as the Administrator deems appropriate.

(e) No Reallocations. Participants shall have no right to change existing deferral elections or to reallocate account balances between deferred cash and deferred stock units.

6. Valuation

The value of an account as of any date on which a settlement payment is to be made shall be the sum of (a) the amount of deferred cash then credited to the account, with deemed interest credited through the most recent month end, plus (b) an amount equal to the number of deferred stock units then credited to the account times the fair market value of a share on the last trading day preceding the payment date.

7. Settlement

(a) Election. On or before December 31, 2007, each participant shall elect either lump sum settlement or installment settlement of the participant's account as provided in this Section. If a participant makes no affirmative election by December 31, 2007, the participant will be automatically deemed to have elected lump sum settlement. The settlement election provided in this Section replaces any prior settlement election a participant has made under the Plan.

(b) Lump Sum. If a participant elects lump sum settlement, an amount of cash equal to the value of the account shall be paid to the participant on January 15, 2008.

(c) Installment Payments. If a participant elects settlement in installments, an amount of cash equal to one-half the value of the account determined in accordance with Section 6 shall be paid to the participant on January 15, 2008, and an amount of cash equal to the remaining value of the account shall be paid to the participant on January 15, 2009. Each installment payment shall be debited to the deferred cash and deferred stock units in a participant's account on a pro-rata basis.

(d) Payment on Death. Notwithstanding a participant's settlement election, in the event of a participant's death an amount of cash equal to the remaining value of the account shall be paid in a lump sum to the participant's estate or permitted designated beneficiary as soon as practicable.

(e) No early withdrawal. No withdrawal may be made from a participant's account except as provided in this Section.

(f) Cash settlement only. Settlement of accounts under this Plan shall be made only in cash.

8. Beneficiary Designation

Participants may designate a beneficiary to be paid any amounts remaining unpaid under this Plan on the death of the participant, *provided* that such designation will only be given effect if the designation is expressly authorized as a non-testamentary transfer under applicable laws of descent and distribution as determined by the Administrator. Beneficiary designations shall be subject to such forms, requirements and procedures as the Administrator may establish from time to time.

9. Non-Assignability

The right of a participant to receive any unpaid portion of the participant's account may not be assigned or transferred except by will or the laws of descent and distribution (including permitted beneficiary designations), and may not be pledged or encumbered or be subject to attachment, execution, or levy of any kind.

10. Termination; Amendment

After accounts under the Plan have been settled the Plan will terminate. Prior to termination, the Plan may be further amended or modified by the Board.

11. Governing Law

This Plan and all actions taken under it shall be governed by the laws of the State of New York, without reference to conflict of law principles.

12. Severability

If any provision of this Plan shall be deemed illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan but shall be fully severable.

13. Compliance

The Administrator is authorized to take such steps as may be necessary including, without limitation, delaying effectiveness of a participant's election or delaying settlement of an account, in order to ensure that this Plan and all actions taken under it comply with any law, regulation, or listing requirement which the Administrator deems applicable or desirable, including the exemption provided by Rule 16b-3 under the Securities Exchange Act of 1934.