

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

**FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**Exxon Mobil Corporation**  
(Exact Name of Registrant as Specified in Its Charter)

New Jersey  
(State or Other Jurisdiction of  
Incorporation or Organization)

13-5409005  
(I.R.S. Employer  
Identification Number)

5959 Las Colinas Boulevard  
Irving, Texas, 75039-2298  
(972) 444-1000

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Robert N. Schleckser  
Vice President and Treasurer  
Exxon Mobil Corporation  
5959 Las Colinas Boulevard  
Irving, Texas 75039-2298  
(972) 444-1000

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

*Copy to:*

Michael Kaplan  
Byron B. Rooney  
Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
(212) 450-4000

**Approximate date of commencement of proposed sale to the public:** From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
Common Stock, without par value(3)	68,191,228	\$81.285	\$5,542,923,967.98	\$642,424.89

- (1) Pursuant to Rule 416 under the Securities Act, this Registration Statement also covers such additional number of our shares as may be issuable from time to time as a result of stock splits, stock dividends, capitalizations or similar events.
- (2) Estimated solely for the purposes of calculating the registration fee. Pursuant to Rule 457(c) under the Securities Act, the registration fee has been calculated based upon the average of the high and low prices, as reported by the New York Stock Exchange, for our shares on February 22, 2017.
- (3) All the shares being registered hereby are offered for the account of certain selling stockholders who acquired such shares in a private transaction.

PROSPECTUS



## Exxon Mobil Corporation

### 68,191,228 Shares of Common Stock

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This prospectus relates to the proposed resale or other disposition of up to 68,191,228 shares of Exxon Mobil Corporation common stock, without par value, by the selling stockholders named in this prospectus. We are not offering any shares of common stock under this prospectus and will not receive any proceeds from the sale of shares offered by the selling stockholders. The selling stockholders acquired the shares pursuant to a Purchase and Sale Agreement entered into with an affiliate of Exxon Mobil Corporation dated January 16, 2017. We are registering the offer and sale of the shares to satisfy registration rights we have granted to the selling stockholders.

The selling stockholders may offer and sell or otherwise dispose of the shares of common stock described in this prospectus from time to time through public or private transactions at prevailing market prices, at prices related to prevailing market prices or at privately negotiated prices. The selling stockholders will bear all underwriting fees, commissions and discounts, if any, attributable to the sales of shares and any transfer taxes. We will bear all other costs, expenses and fees in connection with the registration of the shares. See "Plan of Distribution" for more information about how the selling stockholders may sell or dispose of their shares of common stock.

Our common stock is traded on the New York Stock Exchange under the symbol "XOM". On February 15, 2017, the last reported sale price for our common stock on the New York Stock Exchange was \$83.16 per share.

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We urge you to carefully read this prospectus and the accompanying prospectus supplement, together with the documents we incorporate by reference, before you make your investment decision.

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**Investing in our common stock involves certain risks. See "Risk Factors" in our most recent annual report on Form 10-K, which is incorporated by reference herein, as well as in any other recently filed quarterly or current reports and, if any, in the relevant prospectus supplement.**

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**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities, or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

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The date of this prospectus is February 28, 2017

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Neither we nor the selling stockholders have authorized anyone to provide any information other than that contained or incorporated by reference in this prospectus or in any related prospectus supplement. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. The shares are not being offered in any jurisdiction where the offer is not permitted. You should not assume that the information contained in or incorporated by reference in this prospectus is accurate as of any date other than the respective dates of such document. Our business, financial condition, results of operations and prospects may have changed since those dates.

The terms “ExxonMobil,” “the Company,” “we,” “us” and “our” refer to Exxon Mobil Corporation and its subsidiaries, unless otherwise stated or the context otherwise requires.

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## **ABOUT THIS PROSPECTUS**

This prospectus is part of a registration statement that we have filed with the Securities and Exchange Commission utilizing a “shelf” registration process. Under this shelf process, certain selling stockholders may from time to time sell the shares of common stock described in this prospectus in one or more offerings.

This prospectus may be supplemented from time to time by one or more prospectus supplements. The prospectus supplement may add, update or change information contained in this prospectus. You should carefully read both this prospectus and any applicable prospectus supplement together with additional information described under the heading “Where You Can Find More Information” before deciding to invest in any shares being offered.

We have filed or incorporated by reference exhibits to the registration statement of which this prospectus forms a part. You should read the exhibits carefully for provisions that may be important to you.

## **EXXON MOBIL CORPORATION**

ExxonMobil was incorporated in the State of New Jersey in 1882. Our divisions and affiliated companies operate or market products in the United States and most other countries of the world. Our principal business is energy, involving exploration for, and production of, crude oil and natural gas, manufacture of petroleum products and transportation and sale of crude oil, natural gas and petroleum products. We are a major manufacturer and marketer of commodity petrochemicals, including olefins, aromatics, polyethylene and polypropylene plastics and a wide variety of specialty products. Our affiliates conduct extensive research programs in support of these businesses.

Our principal offices are located at 5959 Las Colinas Boulevard, Irving, Texas, 75039-2298, and our telephone number is (972) 444-1000. We maintain a website at [exxonmobil.com](http://exxonmobil.com) where general information about us is available. We are not incorporating the contents of the website into this prospectus.

**USE OF PROCEEDS**

We will not receive any of the proceeds from the sale of shares of our common stock in this offering. The selling stockholders will receive all of the proceeds from this offering.

**PRICE RANGE OF COMMON STOCK**

Our common stock is listed on the NYSE under the symbol “XOM”. The following table sets forth the high and low closing sales prices of our common stock as reported by the NYSE for the fiscal quarters indicated.

	<u>High</u>	<u>Low</u>
	<u>(Dollars per share)</u>	
<b>Fiscal Year 2015</b>		
First Quarter	93.45	82.68
Second Quarter	90.09	82.80
Third Quarter	83.53	66.55
Fourth Quarter	87.44	73.03
<b>Fiscal Year 2016</b>		
First Quarter	85.10	71.55
Second Quarter	93.83	81.99
Third Quarter	95.55	82.29
Fourth Quarter	93.22	82.76
<b>Fiscal Year 2017</b>		
First Quarter (through February 15, 2017)	91.34	81.17

On February 15, 2017, the last reported sale price for our common stock on the NYSE was \$83.16 per share. As of February 15, 2017, we had 402,006 registered holders of record of our common stock.

**DIVIDEND POLICY**

Dividends paid to common stockholders totaled \$12.5 billion (\$2.98 per common share) in fiscal year 2016 and \$12.1 billion (\$2.88 per common share) in fiscal year 2015.

The payment of future dividends is subject to the discretion of our Board of Directors.

## DESCRIPTION OF COMMON STOCK

*This section describes the general terms of our common stock. The following description is a summary only and is qualified by reference to the relevant provisions of New Jersey law and our restated certificate of incorporation and by-laws, copies of which are incorporated by reference in this prospectus.*

We are authorized to issue up to 9,000,000,000 shares of common stock, without par value. As of February 15, 2017, there were 4,144,579,740 shares of our common stock issued and outstanding. The outstanding shares of our common stock are duly authorized, validly issued, fully paid and nonassessable.

Each holder of our common stock is entitled to one vote for each share of our common stock held of record on the applicable record date on all matters submitted to a vote of shareholders.

Holders of our common stock are entitled to receive such dividends as may be declared from time to time by our board of directors out of funds legally available therefor, subject to any preferential dividend rights granted to the holders of any of our outstanding preferred stock.

Holders of our common stock are entitled to share pro rata, upon any liquidation, dissolution or winding up of ExxonMobil, in all remaining assets available for distribution to shareholders after payment of or provision for our liabilities and the liquidation preference of any of our outstanding preferred stock.

Holders of our common stock have no preemptive rights to purchase, subscribe for or otherwise acquire any unissued or treasury shares or other securities.

### **Transfer Agent and Registrar**

Computershare Trust Company, N.A. is the transfer agent and registrar for our common stock.

### **Stock Exchange Listing**

Our common stock is traded on the New York Stock Exchange under the symbol "XOM".



## SELLING STOCKHOLDERS

We have prepared this prospectus to allow the selling stockholders to offer and sell from time to time up to 68,191,228 shares of our common stock for their own account. On January 16, 2017, an affiliate of Exxon Mobil Corporation entered into a Purchase and Sale Agreement with the selling stockholders, pursuant to which we sold in a private placement transaction an aggregate of 68,191,228 shares of our common stock. We are registering the offer and sale of the shares of common stock to satisfy certain registration obligations that we agreed to in connection with the Purchase and Sale Agreement. Pursuant to a registration rights agreement we entered into in connection with such transaction, we have agreed to use our commercially reasonable efforts to keep the registration statement, of which this prospectus forms a part, effective until the shares offered by this prospectus (i) have been disposed of by the selling stockholders in accordance with this prospectus, (ii) have been disposed of by the selling stockholders under circumstances in which all of the applicable conditions of Rule 144 (or any similar provisions then in force) under the Securities Act are met, (iii) have been transferred or assigned in a private transaction the result of which we have delivered a new certificate or other evidence of ownership for such shares not bearing a legend and such shares may be resold without subsequent registration under the Securities Act or (iv) may be sold pursuant to Rule 144 without the requirement that such sales be in compliance with manner-of-sale restrictions or volume limitations. As used in this prospectus, the term “selling stockholders” includes the selling stockholders listed in the table below and their donees, pledgees, assignees, transferees, distributees and successors-in-interest that receive shares in any non-sale transfer after the date of this prospectus.

The following table sets forth the name of each selling stockholder, the number of shares owned by each of the respective selling stockholders, the number of shares that may be offered under this prospectus and the number of shares of our common stock owned by the selling stockholders assuming all of the shares covered hereby are sold. The selling stockholders may sell some, all or none of their shares. We do not know how long the selling stockholders will hold the shares before selling them, and we currently have no agreements, arrangements or understandings with the selling stockholders regarding the sale or other disposition of any of the shares. The shares covered hereby may be offered from time to time by the selling stockholders. Other than with respect to the Purchase and Sale Agreement pursuant to which the selling stockholders acquired their respective shares of common stock, no selling stockholder, nor any person controlling a selling stockholder, has had any position, office or other material relationship with us or any of our predecessors or affiliates within the last three years.

The information set forth below is based upon information obtained from the selling stockholders and upon information in our possession regarding the issuance of shares of common stock to the selling stockholders in connection with the private placement transaction. Beneficial ownership of the selling stockholders is determined in accordance with Rule 13d-3(d) of the Exchange Act. The percentage of shares beneficially owned prior to and after the offering is based on 4,144,579,740 shares of our common stock outstanding as of February 15, 2017.

<u>Name of Selling Stockholder</u>	<u>Beneficial Ownership Prior to this Offering</u>		<u>Number of Shares Being Offered</u>	<u>Beneficial Ownership After Offering(1)</u>	
	<u>Number of Shares</u>	<u>% of Outstanding Common Stock</u>		<u>Number of Shares</u>	<u>% of Outstanding Common Stock</u>
RBBMI Holdings, L.P.(2)	5,619,970	0.1%	5,619,970	—	—
FW Avalon Holdings, L.P.(3)	11,603,529	0.3%	11,603,529	—	—
CBSM, L.P.(4)	7,236,283	0.2%	7,236,283	—	—
GCBSM, L.P.(5)	20,143,313	0.5%	20,143,313	—	—
NBLSM, L.P.(6)	11,578,718	0.3%	11,578,718	—	—
OBSM, L.P.(7)	11,948,530	0.3%	11,948,530	—	—
SBCA Holdings, L.P.(8)	60,885	0.0%	60,885	—	—

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- (1) Assumes that all shares being registered in this prospectus are resold to third parties and that with respect to a particular selling stockholder, such selling stockholder sells all shares of common stock registered under this prospectus held by such selling stockholder.
- (2) RBH Genpar, LLC is the general partner of RBBMI Holdings, L.P. BEPCO, L.P. is the sole member of RBH Genpar, LLC. BEPCO Genpar, L.L.C. is the general partner of BEPCO, L.P. Sid R. Bass is the sole member of the executive committee of the board of directors of BEPCO Genpar, L.L.C. Sid R. Bass is deemed to have beneficial ownership and voting and investment power over the common stock held by RBBMI Holdings, L.P. The address of RBBMI Holdings, L.P. is 201 Main Street, Suite 2700, Fort Worth, TX 76102.
- (3) FW Avalon Holdings Genpar, LLC is the general partner of FW Avalon Holdings, L.P. Robert M. Bass is the sole manager of FW Avalon Holdings Genpar, LLC. Robert M. Bass is deemed to have beneficial ownership and voting and investment power over the common stock held by FW Avalon Holdings, L.P. The address of FW Avalon Holdings, L.P. is 201 Main Street, Suite 2700, Fort Worth, TX 76102.
- (4) CBSM Genpar, LLC is the general partner of CBSM, L.P. Sid R. Bass is the sole manager of CBSM Genpar, LLC. Sid R. Bass is deemed to have beneficial ownership and voting and investment power over the common stock held by CBSM, L.P. The address of CBSM, L.P. is 201 Main Street, Suite 2700, Fort Worth, TX 76102.
- (5) GCBSM Genpar, LLC is the general partner of GCBSM, L.P. Sid R. Bass is the sole manager of GCBSM Genpar, LLC. Sid R. Bass is deemed to have beneficial ownership and voting and investment power over the common stock held by GCBSM, L.P. The address of GCBSM, L.P. is 201 Main Street, Suite 2700, Fort Worth, TX 76102.
- (6) NBLSM Genpar, LLC is the general partner of NBLSM, L.P. Edward P. Bass is the sole manager of NBLSM Genpar, LLC. Edward P. Bass is deemed to have beneficial ownership and voting and investment power over the common stock held by NBLSM, L.P. The address of NBLSM, L.P. is 201 Main Street, Suite 2700, Fort Worth, TX 76102.
- (7) OBSM Genpar, LLC is the general partner of OBSM, L.P. Lee M. Bass is the sole manager of OBSM Genpar, LLC. Lee M. Bass is deemed to have beneficial ownership and voting and investment power over the common stock held by OBSM, L.P. The address of OBSM, L.P. is 201 Main Street, Suite 2700, Fort Worth, TX 76102.
- (8) SBCAH Genpar, LLC is the general partner of SBCA Holdings, L.P. GCSM, LLC is the sole member of SBCAH Genpar, LLC. SRBI BP O&G, L.L.C. is the manager of GCSM, LLC. Sid R. Bass is the sole member of the board of directors of SRBI BP O&G, L.L.C. Sid R. Bass is deemed to have beneficial ownership and voting and investment power over the common stock held by SBCA Holdings, L.P. The address of SBCA Holdings, L.P. is 201 Main Street, Suite 2600, Fort Worth, TX 76102.

## PLAN OF DISTRIBUTION

We have prepared this prospectus to allow the selling stockholders to offer and sell from time to time after the date of this prospectus up to 68,191,228 shares of our common stock for their own account. We are not offering any shares of common stock under this prospectus and will not receive any proceeds from the sale of shares offered by the selling stockholders.

The selling stockholders may sell the shares directly to purchasers or to or through broker-dealers or agents in one or more transactions at any time at fixed prices, at market prices prevailing at the time of sale, at varying prices determined at the time of sale, or at negotiated prices. Such sales may be effected in transactions on any national securities exchange or quotation service on which the shares may be listed or quoted at the time of sale, in the over-the-counter market or in transactions other than on such exchanges or services or in the over-the-counter market. The selling stockholders may use any one or more of the following methods when selling shares:

- a block trade in which the broker-dealer so engaged will attempt to sell the shares of common stock as agent, but may position or resell a portion of the block, as principal, in order to facilitate the transaction;
- purchases by a broker-dealer, as principal, and resale by such broker-dealer for its account;
- ordinary brokerage transactions and transactions in which the broker solicits purchasers; or
- in privately negotiated transactions.

The selling stockholders may enter into hedging transactions from time to time in which a selling stockholder may:

- enter into transactions with a broker-dealer or any other person in connection with which such broker-dealer or other person will engage in short sales of the shares, in which case such broker-dealer or other person may use the shares received from the selling stockholders to close out its short positions;
- sell shares of common stock short and re-deliver shares offered by this prospectus to close out its short positions;
- enter into options or other types of transactions that require the selling stockholder to deliver the shares to a broker-dealer, affiliate or third party, who will then resell or transfer the shares under this prospectus; or
- loan or pledge the shares to a broker-dealer or any other person, who may sell the loaned shares or, in an event of default in the case of a pledge, sell the pledged shares under this prospectus.

The selling stockholders may also sell shares under Rule 144 of the Securities Act, if available, rather than under this prospectus.

The selling stockholders and any broker-dealers or agents that are involved in selling the shares may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Any selling stockholder who is an “underwriter” within the meaning of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act and the provisions of the Exchange Act and the rules thereunder relating to stock manipulation. In order to comply with certain states’ securities laws, if applicable, the shares sold in those jurisdictions may only be sold through registered or licensed brokers or dealers.

The selling stockholders have informed us that none of them has any agreement or understanding, directly or indirectly, with any person to distribute the shares offered by this prospectus. If any selling stockholder

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notifies us that a material arrangement has been entered into with a broker-dealer for the sale of shares through a block trade, special offering or secondary distribution or a purchase by a broker or dealer, we may be required to file a supplement to this prospectus pursuant to the applicable rules promulgated under the Securities Act.

There can be no assurance that any selling stockholder will sell any or all of the shares of common stock covered by this prospectus.

We are required to pay all fees and expenses incident to the registration of the shares. The selling stockholders will bear the fees, discounts, concessions and commissions incurred by the selling stockholders in connection with resales of the shares. We have agreed to indemnify the selling stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act and the Exchange Act, or the selling stockholders may be entitled to contribution. The selling stockholders have agreed to indemnify us against certain losses, claims, damages, and liabilities, including liabilities under the Securities Act that may arise from written information furnished to us by the selling stockholders specifically for use in this prospectus.

In certain circumstances, we may restrict or suspend offers and sales or other dispositions of the shares under the registration statement of which this prospectus forms a part after the date of this prospectus. In the event of such restriction or suspension, the selling stockholders will not be able to offer or sell or otherwise dispose of the shares of common stock under the registration statement of which this prospectus forms a part.

The selling stockholders and any other person participating in the sale of the common stock will be subject to the rules of the Exchange Act. The Exchange Act rules include, without limitation, Regulation M, which may limit the timing of purchases and sales of the common stock by the selling stockholders and any other such person. In addition, Regulation M may restrict the ability of any person engaged in the distribution of the common stock to engage in market-making activities with respect to the particular common stock being distributed. This may affect the marketability of the common stock and the ability of any person or entity to engage in market-making activities with respect to the common stock.

Once sold under the registration statement of which this prospectus forms a part, the shares of common stock will be freely tradable in the hands of persons other than our affiliates.

## WHERE YOU CAN FIND MORE INFORMATION

ExxonMobil files annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission under the Exchange Act. You may read and copy this information at the following location of the Securities and Exchange Commission:

Public Reference Room  
100 F Street, N.E.  
Washington, D.C. 20549

You may also obtain copies of this information by mail from the Public Reference Section of the Securities and Exchange Commission, 100 F Street, N.E., Room 1580, Washington, D.C. 20549, at prescribed rates. You may obtain information on the operation of the Securities and Exchange Commission's Public Reference Room by calling the Securities and Exchange Commission at 1-800-SEC-0330. The Securities and Exchange Commission also maintains an Internet worldwide web site that contains reports, proxy statements and other information about issuers like ExxonMobil who file electronically with the Securities and Exchange Commission. The address of the site is <http://www.sec.gov>.

The Securities and Exchange Commission allows ExxonMobil to "incorporate by reference" information into this document. This means that ExxonMobil can disclose important information to you by referring you to another document filed separately with the Securities and Exchange Commission. The information incorporated by reference is considered to be a part of this document, except for any information superseded by information that is included directly in this document or incorporated by reference subsequent to the date of this document.

This prospectus incorporates by reference the documents listed below and any future filings that ExxonMobil makes with the Securities and Exchange Commission under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than information in the documents or filings that is deemed to have been furnished and not filed), prior to the termination of the offering of shares of common stock under this prospectus.

**Exxon Mobil Corporation Securities and Exchange Commission Filings**

	<b>Period or date filed</b>
Annual Report on Form 10-K	Fiscal year ended December 31, 2016
Current Reports on Form 8-K	January 3, 2017, January 17, 2017 and January 26, 2017
The description of the Registrant's capital stock contained in the Registrant's Registration Statement on Form S-4 (File No. 333-75659), and any document filed which updated that description.	April 5, 1999

Documents incorporated by reference are available from the Securities and Exchange Commission as described above or from ExxonMobil without charge, excluding any exhibits to those documents unless the exhibit is specifically incorporated by reference as an exhibit in this document. You can obtain documents incorporated by reference in this document by requesting them in writing or by telephone at the following address:

ExxonMobil Shareholder Services  
c/o Computershare Trust Company, N.A.  
P.O. Box 43078  
Providence, Rhode Island 02940-3078  
Telephone: (800) 252-1800 (within the U.S. and Canada)  
Telephone: (781) 575-2058 (outside the U.S. and Canada)

## **INFORMATION CONCERNING FORWARD-LOOKING STATEMENTS**

Statements relating to future plans, projections, events or conditions are forward-looking statements. Future results, including project plans, costs, timing, and capacities; capital and exploration expenditures; asset carrying values; resource recoveries; and share purchase levels, could differ materially due to factors including: changes in oil, gas, or petrochemical prices or other market or economic conditions affecting the oil, gas, or petrochemical industries, including the scope and duration of economic recessions; the outcome of exploration and development efforts; changes in law or government regulation, including tax and environmental requirements; the impact of fiscal and commercial terms and outcome of commercial negotiations; changes in technical or operating conditions; actions of competitors; and other factors discussed under the heading “Factors Affecting Future Results” in the “Investors” section of ExxonMobil’s website and in Item 1A of ExxonMobil’s Annual Report on Form 10-K for the fiscal year ended December 31, 2016.

The forward-looking statements are and will be based on management’s then current views and assumptions regarding future events and speak only as of their dates. ExxonMobil undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by the securities laws.

## **VALIDITY OF THE SECURITIES**

The validity of the shares of common stock in respect of which this prospectus is being delivered will be passed on for us by James E. Parsons, Esq., ExxonMobil’s Coordinator – Corporate Securities and Finance Law.

## **EXPERTS**

The consolidated financial statements of ExxonMobil and ExxonMobil management’s assessment of the effectiveness of internal control over financial reporting (which is included in Management’s Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to ExxonMobil’s Annual Report on Form 10-K for the year ended December 31, 2016, have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

**Part II**  
**Information not required in prospectus**

**Item 14. Other expenses of issuance and distribution**

The following table sets forth the costs and expenses to be borne by the Registrant in connection with the offerings described in this Registration Statement.

Registration fee	\$ 642,424.89
Accounting fees and expenses	\$ 50,000
Legal fees and expenses	\$ 50,000
Miscellaneous	\$ 5,000
Total	\$ 747,424.89

**Item 15. Indemnification of directors and officers**

The Registrant's restated certificate of incorporation does not contain any provision relating to the indemnification of its directors or officers. Article X of the Registrant's by-laws provides that the Registrant shall indemnify to the full extent permitted by law any current or former director or officer made or threatened to be made a party to any legal action by reason of the fact that such person is or was a director, officer, employee or other corporate agent of the Registrant or any of its subsidiaries or serves or served any other enterprise at the request of the Registrant against expenses (including attorneys' fees), judgments, fines, penalties, excise taxes and amounts paid in settlement, actually and reasonably incurred by such person in connection with such legal action. No indemnification is required under the Registrant's by-laws with respect to any settlement or other nonadjudicated disposition of any legal action unless the Registrant has previously consented to such settlement or other disposition.

The Registrant is organized under the laws of the State of New Jersey. Section 14A:3-5(2) of the New Jersey Business Corporation Act provides that a New Jersey corporation has the power to indemnify a corporate agent (generally defined as any person who is or was a director, officer, employee or agent of the corporation or of any constituent corporation absorbed by the corporation in a consolidation or merger and any person who is or was a director, officer, trustee, employee or agent of any other enterprise, serving as such at the request of the corporation or the legal representative of any such director, officer, trustee, employee or agent) against his or her expenses and liabilities in connection with any proceeding involving such corporate agent by reason of his or her being or having been a corporate agent, other than derivative proceedings, if (i) he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and (ii), with respect to any criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. Under Section 14A:3-5(3) of the New Jersey Business Corporation Act, a New Jersey corporation may indemnify a corporate agent against his or her expenses in connection with any derivative proceedings. A standard of care similar to Section 14A:3-5(2) of the New Jersey Business Corporation Act is applicable, except no indemnification may be provided in respect of any claim, issue or matter as to which the corporate agent is adjudged to be liable to the corporation, unless (and only to the extent that) the Superior Court of the State of New Jersey (or the court in which the proceeding was brought) determines upon application that the corporate agent is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 14A:3-5(4) of the New Jersey Business Corporation Act requires a New Jersey corporation to indemnify a corporate agent for his or her expenses to the extent that such corporate agent has been successful on the merits or otherwise in any proceeding referred to above, or in defense of any claim, issue or matter therein. Except as required by the previous sentence, under Section 14A:3-5(11) of the New Jersey Business Corporation Act, no indemnification may be made or expenses advanced, and none may be ordered by a court, if such indemnification or advancement would be inconsistent with (i) a provision of the corporation's certificate of incorporation, (ii) its by-laws, (iii) a resolution of the board of directors or of the corporation's shareholders,

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(iv) an agreement to which the corporation is a party or (v) other proper corporate action (in effect at the time of the accrual of the alleged cause of action asserted in the proceeding) that prohibits, limits or otherwise conditions the exercise of indemnification powers by the corporation or the rights of indemnification to which a corporate agent may be entitled.

Under Section 14A:3-5(6) of the New Jersey Business Corporation Act, expenses incurred by a director, officer, employee or other agent in connection with a proceeding may, except as described in the immediately preceding paragraph, be paid by the corporation before the final disposition of the proceeding as authorized by the board of directors upon receiving an undertaking by or on behalf of the corporate agent to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified. Article X of the Registrant's by-laws provides that the Registrant shall pay the expenses (including attorneys' fees) incurred by a current or former officer or director of the Registrant in defending any legal action in advance of its final disposition promptly upon receipt of such an undertaking.

Under Section 14A:3-5(8) of the New Jersey Business Corporation Act, the power to indemnify and advance expenses under the New Jersey Business Corporation Act does not exclude other rights, including the right to be indemnified against liabilities and expenses incurred in derivative proceedings, to which a corporate agent may be entitled to under a certificate of incorporation, bylaw, agreement, vote of shareholders or otherwise. However, no indemnification may be made to or on behalf of such person if a judgment or other final adjudication adverse to such person establishes that his or her acts or omissions were in breach of his or her duty of loyalty to the corporation or its shareholders, were not in good faith or involved a knowing violation of the law, or resulted in the receipt by such person of an improper personal benefit.

Section 14A:3-5(9) of the New Jersey Business Corporation Act further provides that a New Jersey corporation has the power to purchase and maintain insurance on behalf of any corporate agent against any expenses incurred in any proceeding and any liabilities asserted against him or her by reason of his or her being or having been a corporate agent, whether or not the corporation would have the power to indemnify him or her against such expenses and liabilities under the New Jersey Business Corporation Act. The Registrant maintains directors' and officers' liability insurance on behalf of its directors and officers.

### **Item 16. Exhibits**

The following is a list of all exhibits filed as a part of this registration statement on Form S-3, including those incorporated herein by reference.

<u>Exhibit No.</u>	<u>Document</u>
3.1	Restated Certificate of Incorporation, as restated November 30, 1999, and as further amended effective June 20, 2001 (incorporated by reference to Exhibit 3(i) to Exxon Mobil Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2015)
3.2	By-Laws, as revised to November 1, 2016 (incorporated by reference to Exhibit 3(ii) to Exxon Mobil Corporation's Current Report on Form 8-K filed on November 1, 2016)
4.1	Registration Rights Agreement by and among Exxon Mobil Corporation and the holders signatory thereto, dated February 28, 2017
4.2	Specimen certificate representing the Registrant's Common Stock
5.1	Opinion of James E. Parsons, Esq., Coordinator – Corporate Securities and Finance Law of Exxon Mobil Corporation
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm



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<u>Exhibit No.</u>	<u>Document</u>
23.2	Consent of James E. Parsons, Esq. (included in Exhibit 5.1)
24.1	Powers of Attorney (included on the signature page of the registration statement)

### **Item 17. Undertakings**

(a) The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made of securities registered hereby, a post-effective amendment to this registration statement:
  - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
  - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
  - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however*, that paragraphs (i), (ii) and (iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:
  - (A) Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
  - (B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the

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securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irving, Texas, on February 28, 2017.

**Exxon Mobil Corporation**

By: /s/ Darren W. Woods  
Name: Darren W. Woods  
Title: Chairman of the Board

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Richard C. Vint, Stephen A. Littleton and Jeffrey S. Lynn, and each of them, his or her true and lawful attorneys-in-fact and agents, with full power to act separately and full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or his or her or their substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the date set forth above.

<u>Signature</u>	<u>Title</u>
<u>/s/ Darren W. Woods</u> Darren W. Woods	Chairman of the Board (Principal Executive Officer)
<u>/s/ Susan K. Avery</u> Susan K. Avery	Director
<u>/s/ Michael J. Boskin</u> Michael J. Boskin	Director
<u>/s/ Peter Brabeck-Letmathe</u> Peter Brabeck-Letmathe	Director
<u>/s/ Angela F. Braly</u> Angela F. Braly	Director
<u>/s/ Ursula M. Burns</u> Ursula M. Burns	Director
<u>/s/ Larry R. Faulkner</u> Larry R. Faulkner	Director

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<u>Signature</u>	<u>Title</u>
<hr/> <i>/s/ Henrietta H. Fore</i> Henrietta H. Fore	Director
<hr/> <i>/s/ Kenneth C. Frazier</i> Kenneth C. Frazier	Director
<hr/> <i>/s/ Douglas R. Oberhelman</i> Douglas R. Oberhelman	Director
<hr/> <i>/s/ Samuel J. Palmisano</i> Samuel J. Palmisano	Director
<hr/> <i>/s/ Steven S Reinemund</i> Steven S Reinemund	Director
<hr/> <i>/s/ William C. Weldon</i> William C. Weldon	Director
<hr/> <i>/s/ Andrew P. Swiger</i> Andrew P. Swiger	Senior Vice President (Principal Financial Officer)
<hr/> <i>/s/ David S. Rosenthal</i> David S. Rosenthal	Vice President and Controller (Principal Accounting Officer)

**EXHIBIT INDEX**

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4.2	Specimen certificate representing the Registrant's Common Stock
5.1	Opinion of James E. Parsons, Esq., Coordinator – Corporate Securities and Finance Law of Exxon Mobil Corporation
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm
23.2	Consent of James E. Parsons, Esq. (included in Exhibit 5.1)
24.1	Powers of Attorney (included on the signature page of the registration statement)

## REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “**Agreement**”) is made as of February 28, 2017, by and among each of the parties listed on the signature pages hereto (the “**Holders**”) and Exxon Mobil Corporation, a New Jersey corporation (the “**Company**”). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Section 1.01.

## WITNESSETH:

WHEREAS, on January 16, 2017, ExxonMobil Exploration and Production South Inc., a Delaware corporation and wholly-owned indirect subsidiary of the Company (“**Buyer**”), entered into a Purchase and Sale Agreement (the “**Purchase Agreement**”) with LGCA Holdings, L.P., a Delaware series limited partnership, RBBMI Holdings, L.P., a Delaware limited partnership, and SBCA Holdings, L.P., a Texas limited partnership;

WHEREAS, under the Purchase Agreement, the holders will receive shares of Common Stock, without par value, of the Company (the “**Common Stock**”); and

WHEREAS, resales by the Holders of the Common Stock may be required to be registered under the Securities Act and applicable state securities laws depending upon the status of a Holder or the intended method of distribution of the Common Stock.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1  
DEFINITIONS

Section 1.01. *Definitions.* (a) As used in this Agreement, the following terms have the following meanings:

“**Adverse Disclosure**” means the public disclosure of material nonpublic information concerning any transaction or negotiations involving the Company or any of its consolidated subsidiaries that would materially interfere with such transaction or negotiations.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; *provided*, that no securityholder of the Company shall be deemed an Affiliate of any other securityholder solely by reason of any investment in the Company. For the purpose of this definition, the term “**control**” (including, with correlative meanings, the terms “**controlling**”, “**controlled by**” and “**under common control with**”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Business Day**” means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

“**Buyer**” has the meaning set forth in the recitals.

“**Common Stock**” has the meaning set forth in the recitals and any stock into which such Common Stock may thereafter be converted or changed.

“**Company**” has the meaning set forth in the preamble.

“**Damages**” means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon (a) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary Prospectus or final Prospectus contained therein or any amendments or supplements thereto, (b) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading or (c) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law.

“**e-mail**” has the meaning set forth in Section 3.03.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Governmental Authority**” means any transnational, or domestic or foreign, federal, state or local governmental authority, department, court, agency or official, including any political subdivision thereof.

“**Holder**” has the meaning set forth in the preamble.

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

“**Prospectus**” means the prospectus included in any registration statement of the Company filed with, or to be filed with, the SEC under the rules and regulations promulgated under the Securities Act, including the related prospectus amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits attached to or incorporated in and all other material incorporated by reference in such registration statement.

“**Purchase Agreement**” has the meaning set forth in the recitals.

“**Registrable Securities**” means, at any time, (a) the Common Stock issued to the Holders pursuant to the Purchase Agreement and (b) any shares of Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clause (a) above; *provided, however*, that Registrable Securities shall not include any shares (i) the sale of which has been registered pursuant to the Securities Act and which shares have been sold pursuant to such registration, (ii) which have been sold under circumstances in which all of the applicable conditions of Rule 144 (or any similar provisions then in force) under the Securities Act are met, (iii) which are otherwise Transferred, the Company has delivered a new certificate or other evidence of ownership for such securities not bearing a legend and such securities may be resold without subsequent registration under the Securities Act or (iv) which are resaleable under Rule 144 without the need to comply with volume or manner of sale restrictions.

“**Registration**” means a registration with the SEC of the offer and Sale to the public of any Registrable Securities under the Registration Statement. The terms “**Register**” and “**Registering**” shall have correlative meanings.

“**Registration Expenses**” means all expenses (other than Selling Expenses) arising from or incident to the Company’s performance of or compliance with this Agreement including, without limitation, (a) SEC, stock exchange, FINRA and other registration and filing fees, (b) all fees and expenses incurred in connection with complying with any securities or blue sky laws (including, without limitation, fees, charges and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities), (c) all printing, messenger and delivery expenses, (d) the fees, charges and disbursements of counsel to the Company and of its independent public accountants, reserve engineers, and any other accounting and legal fees, charges and expenses incurred by the Company, (e) the fees and expenses incurred in connection with the listing of the Registrable Securities on the New York Stock Exchange and (f) any stock transfer taxes required to transfer the Common Stock from the Company to Holders.

“**Registration Statement**” has the meaning set forth in Section 2.01(a).

“**Regular Shelf Suspension**” has the meaning set forth in Section 2.01(b).

“**Rule 144**” means Rule 144 (or any successor provisions) under the Securities Act, as such rule may be amended from time to time.

“**Sale**” means the direct or indirect transfer, sale, assignment or other disposition of a security. The terms “**Sell**” and “**Sold**” shall have correlative meanings.



“**SEC**” means the Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Selling Expenses**” means the underwriting fees, discounts and selling commissions applicable to the Transfer of any Registrable Securities by the Holders and all legal expenses of the Holders.

“**Shelf Registration Statement**” means a Registration Statement of the Company that covers all Registrable Securities (and may cover other securities of the Company) on Form S-3 and under Rule 415 under the Securities Act (or similar provisions then in effect).

“**Shelf Suspension**” has the meaning set forth in Section 2.01(b).

“**Stock Recipient**” has the meaning set forth in Section 2.01(a).

“**Transfer**” means, with respect to any Company securities, (a) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Company securities or any economic participation or interest therein, whether directly or indirectly, or agree or commit to do any of the foregoing and (b) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation or other transfer of such Company securities or any participation or interest therein or any agreement or commitment to do any of the foregoing.

“**Unusual Shelf Suspension**” has the meaning set forth in Section 2.01(b).

## ARTICLE 2 REGISTRATION

Section 2.01. *Shelf Registration Statement.* (a) As a condition to the closing of the transactions contemplated by the Purchase Agreement, the Company has filed with the SEC a Shelf Registration Statement (the “**Registration Statement**”) (which shall be an Automatic Shelf Registration Statement (as such term is defined in Rule 405 under the Securities Act) if the Company is then eligible to file such a registration statement) registering for resale all Registrable Securities under the Securities Act in accordance with the methods of distribution elected by the Holders and set forth in the Registration Statement, and, if applicable, shall use its commercially reasonable efforts to cause the Registration Statement to become effective under the Securities Act. The Company shall use its commercially reasonable efforts to keep the Registration Statement continuously effective under the Securities Act in order to permit the Prospectus forming a part thereof to be usable by the Holders until the date as of which there are no Registrable Securities outstanding. Without limiting the foregoing, the Company shall, to the extent not included in the Registration Statement, file on the Closing Date (as such term is defined in the Purchase Agreement) a Prospectus supplement naming each such Holder (subject to receipt of information reasonably requested by the Company necessary to complete

such Prospectus supplement). The Registration Statement when declared effective (including the documents incorporated therein by reference) will comply in all material respects as to form with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(b) If the continued use of the Shelf Registration Statement at any time would require the Company to make an Adverse Disclosure, the Company may, upon written notice of such action to the Holders, suspend use of the Registration Statement (an “**Unusual Shelf Suspension**”). The Company shall not exercise its right hereunder to an Unusual Shelf Suspension on more than two occasions or in aggregate more than sixty days in any six-month period. In addition, the Company may, upon giving written notice to the Holders, suspend the use of the Registration Statement during regular quarterly periods beginning on the first day of the first calendar month of each quarter and ending on the day following the date that the Company releases earnings in respect of the previous calendar quarter (a “**Regular Shelf Suspension**,” together with an Unusual Shelf Suspension, a “**Shelf Suspension**”). In the case of a Shelf Suspension, the Holders shall suspend use of the applicable Prospectus in connection with any sale or purchase of, or offer to sell or purchase, any Registrable Securities, upon receipt of the notice referred to above. The Company shall immediately notify the Holders upon the termination of any Shelf Suspension, amend or supplement the Prospectus, if necessary, so it does not contain any untrue statement or omission and furnish to the Holders, such number of copies of the Prospectus as so amended or supplemented as the Holders may reasonably request. The Company shall, if necessary, supplement or make amendments to the Registration Statement, if required by the registration form used by the Company for the shelf registration or by the instructions applicable to such registration form or by the Securities Act. The Company and Holders agree that March 1, 2017, shall be considered an Unusual Shelf Suspension.

Section 2.02. *Obligations of the Company.* (a) In connection with any Sale of Registrable Securities that will result in such securities no longer being Registrable Securities, the Company will cooperate with the applicable Holder to (i) rescind any Securities Act transfer restrictions or notations applicable to the Registrable Securities and, if the Registrable Securities are certificated, facilitate the timely preparation and delivery of certificates representing Registrable Securities to be Sold and not bearing any restrictive Securities Act legends and (ii) register such Registrable Securities in such denominations and such names as such Holder may request at least two Business Days prior to such Sale of Registrable Securities; *provided* that the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of the Depository Trust Company’s Direct Registration System. In addition, and so long as the applicable Holder is not an Affiliate of the Company in the opinion of counsel to the Company, the Company shall take or cause to be taken such actions as are reasonably necessary in order to cause any legend, notation or similar designation restricting transferability of the Registrable Securities held by such Holder to be removed and to rescind any transfer restrictions or notations applicable to the Registrable Securities effective as of the date that is six months following the Closing Date (as such term is

defined in the Purchase Agreement) upon receipt of an undertaking by such Holder that it will not consummate any Sales of such securities prior to the one-year anniversary of the Closing Date if it receives notification by the Company that it is not current in its periodic reports.

(b) None of the Company, Buyer or any of their respective Affiliates shall have any obligation to facilitate or participate in any underwritten offering, prepare any Prospectus supplement (other than a Prospectus supplement to an existing shelf registration statement to name the Holders as selling shareholders), participate in any due diligence, execute any agreements or certificates or deliver legal opinions or obtain comfort letters in respect of the Registrable Securities or any Sale thereof.

(c) With a view to making available to the Holders of Registrable Securities the benefits of Rule 144 promulgated under the Securities Act and other rules and regulations of the SEC that may at any time permit a Holder of Registrable Securities to sell securities of the Company to the public without registration, the Company will (i) use its commercially reasonable efforts to file in a timely manner all reports and other documents required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted thereunder and (ii) make and keep available information necessary to comply with Rule 144 at all times, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act, as such rule may be amended from time to time, or any other rules or regulations now existing or hereafter adopted by the SEC.

(d) Should a Holder Transfer any Registrable Securities owned by it pursuant to (i) a bona-fide gift or (ii) a distribution for no consideration to a direct or indirect owner of such Holder then, upon request by such Holder, the Company shall promptly prepare and file with the SEC a Prospectus supplement, if necessary, to accommodate the sale of Registrable Securities under the Registration Statement by any recipient of Registrable Securities pursuant to clause (i) or (ii) above, and any such recipient shall, upon its agreement in writing to be bound as a Holder by the provisions of this Agreement, thereafter be deemed to be a "Holder" for all purposes of this Agreement.

Section 2.03. *Obligations of the Holders.* (a) As a condition precedent to the inclusion of any Registrable Securities in any Shelf Registration, the Company may require each Holder to furnish such information regarding the distribution of such securities and such other information relating to such Holder, its ownership of Registrable Securities and other matters as the Company may from time to time reasonably request in writing. Each such Holder agrees to furnish such information and to cooperate as reasonably necessary to enable the Company to comply with the provisions of this Agreement. If a Holder fails to promptly provide the requested information after prior written notice of such request and the requested information is required by applicable law to be included in the Registration Statement, the Company shall be entitled to refuse to include for registration such Holder's Registrable Securities in the Registration Statement.

(b) Each Holder shall, as promptly as reasonably practicable, notify the Company, at any time when a Prospectus is required to be delivered (or deemed delivered) under the Securities Act, of the occurrence of an event, of which such Holder has knowledge, relating to such Holder or its Sale of Registrable Securities thereunder requiring the preparation of a supplement or amendment to such Prospectus so that, as thereafter delivered (or deemed delivered) to the purchasers of such Registrable Securities, such Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

(c) Each Holder agrees by acquisition of such Registrable Securities, that, upon receipt of any written notice from the Company of the occurrence of an Unusual Shelf Suspension, such Holder will (i)(A) shall treat the notice as confidential information, (B) shall not use any confidential information for any purpose, (C) shall not trade while aware of such confidential information unless and until such information shall become public or shall cease to be material and (D) shall not disclose any such information to any Person; *provided*, that any such Holder may disclose confidential information if such disclosure is required by legal process, but such Holder shall cooperate with the Company to limit the extent of such disclosure through protective order or otherwise, and to seek confidential treatment of the information and (ii) will cease any Transfers of Registrable Securities until such suspension has been lifted.

(d) Each Holder agrees that it will not use any free writing prospectus (as defined in Rule 405 under the Securities Act) in connection with any Transfer of Registrable Securities other than one that has been provided by the Company for use in connection therewith.

Section 2.04. *Indemnification.* (a) The Company shall indemnify and hold harmless each Holder that is a seller of Registrable Securities, and the employees, officers, directors, partners, managers and members of each such Holder, and each Person, if any, who controls such Holder within the meaning of the Securities Act or the Exchange Act, from and against any Damages; *provided, however*, that the Company shall not be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, controlling Person or other aforementioned Person expressly for use in connection with such registration.

(b) In connection with any Registration Statement in which a Holder that is a seller of Registrable Securities is participating, each such Holder shall, severally and not jointly, indemnify and hold harmless the Company, and each of its directors, officers and employees, each Person (if any) who controls the Company within the meaning of the Securities Act, any other Holder selling securities in such registration statement and any controlling Person of any such other Holder, from and against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with the Registration Statement; *provided, however*, that in no event shall the aggregate amounts payable by

any Holder by way of indemnity or contribution under Section 2.04(b) and Section 2.04(d) exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of fraud or willful misconduct by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.04 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.04, give the indemnifying party prompt notice of the commencement thereof. The indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In the event that the indemnified party does not request appointment of counsel from the indemnifying party, the indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however*, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to local counsel) for all such indemnified parties, and that all such fees shall be reimbursed as they are incurred. Such firm shall be designated in writing by the applicable Holder in the case of parties indemnified pursuant to Section 2.04(a) and by the Company in the case of parties indemnified pursuant to Section 2.04(b). The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.04, to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party other than pursuant to this Section 2.04. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Section 2.04

but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Section 2.04 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Section 2.04, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions or other actions that resulted in such loss, claim, damage, liability or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided, however*, that, in any such case (x) no Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such Registration Statement and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and *provided further* that in no event shall a Holder's liability pursuant to this Section 2.04(d), when combined with the amounts paid or payable by such Holder pursuant to Section 2.04(b), exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder. The Company and Holders agree that it would not be just and equitable if contribution pursuant to this Article 2 were determined by pro rata allocation or by any other method of allocation which does not take account of the considerations referred to in this Section 2.04(d).

(e) The obligations of the Company and Holders under this Section 2.04 shall survive the Transfer of securities.

Section 2.05. *Registration Expenses.* All Registration Expenses shall be borne by the Company. All Selling Expenses shall be borne by the Holders pro-rata on the basis of the number of Registrable Securities sold, or as otherwise agreed by the Holders.

### ARTICLE 3 MISCELLANEOUS

Section 3.01. *Term.* This Agreement shall terminate upon the earlier of (a) six months after the date of this Agreement and (b) the date on which there shall no longer be any Registrable Securities outstanding; *provided, however*, that the Company's obligations under Sections 2.02(a) and 2.02(c), and the parties' obligations under Section 2.04, shall survive the termination of this Agreement.

Section 3.02. *Successors and Assigns.* (a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

(b) Except as set forth in, and under the circumstances contemplated by, Section 2.02(d), neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any party hereto pursuant to any Transfer of Registrable Securities or otherwise.

(c) Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 3.03. *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail ("**e-mail**") transmission, so long as a receipt of such e-mail is requested and received) and shall be given,

if to the Company to:

Exxon Mobil Corporation  
5959 Las Colinas Blvd.  
Irving, TX 75039  
Attention: James E. Parsons  
Facsimile No.: 972-444-1488  
E-mail: james.e.parsons@exxonmobil.com

with a copy to:

Davis Polk & Wardwell LLP  
450 Lexington Ave  
Attention: George R. Bason Jr.  
Facsimile No.: 212-701-5340  
E-mail: george.bason@davispolk.com

if to any of the Holders, to such Holder as provided for on such Holder's signature page hereto:

with a copy to:

Kelly Hart & Hallman LLP  
201 Main Street, Suite 2500  
Fort Worth, Texas 76102  
Attention: Calvin M. Jackson  
Robin B. Perras  
Facsimile No.: (817) 878-9280  
E-mail: cal.jackson@kellyhart.com  
robin.perras@kellyhart.com

or such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto. All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 3.04. *Amendments and Waivers.* Any provision of this Agreement may be amended or waived, but only if such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective.

Section 3.05. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflicts of laws rules of such state.

Section 3.06. *Jurisdiction.* The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Texas and the federal courts of the United States of America located in Tarrant County, Texas and appropriate appellate courts therefrom for the resolution of any dispute, controversy, or claim arising out of or in relation to this Agreement or the transactions contemplated hereby, and each party hereby irrevocably agrees that all actions, suits and proceedings in respect of such dispute, controversy or claim may be heard and determined in such courts. Each party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, (a) any objection it may now or hereafter have to the laying of venue of any such action, suit or proceeding in any of the aforesaid courts, (b) any claim it may now or hereafter have that any such action, suit or proceeding has been brought in an inconvenient forum and (c) the right to object, in connection with such action, suit or proceeding, that any such court does not have any jurisdiction over such Person. Each party hereby irrevocably consents to the service of any papers, notices or process at the address set out in Section 3.02 in connection with any action, suit or proceeding and agrees that nothing herein will affect the right of the other parties to serve any such papers, notices or process in any other manner permitted by applicable law. Each party agrees that a judgment in any such dispute, controversy or claim may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

Section 3.07. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.08. *Specific Enforcement.* The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the



performance of the terms and provisions hereof in any federal court located in the State of Texas or any Texas state court, in addition to any other remedy to which they are entitled at law or in equity.

Section 3.09. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other parties hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Electronic or facsimile signatures shall be deemed to be original signatures.

Section 3.10. *Entire Agreement.* This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, among the parties hereto with respect to the subject matter of this Agreement.

Section 3.11. *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

THE COMPANY:

**EXXON MOBIL CORPORATION**  
A New Jersey Corporation

By: /s/ Brad W. Corson  
\_\_\_\_\_  
Brad W. Corson  
Vice President

*[Signature Page to Registration Rights Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

HOLDERS:

**LGCA Holdings, L.P.**

By: LGCAH Genpar, LLC, General Partner

By: /s/ Mitchell R. Roper  
Mitchell R. Roper, President and Chief  
Operating Officer

LGCA Holdings, L.P.  
201 Main Street, Suite 2600  
Fort Worth, Texas 76102  
Attention: William O. Reimann  
Facsimile No.: (817) 820-1639  
Email: [breimann@barbnet.com](mailto:breimann@barbnet.com)

**RBBMI Holdings, L.P.**

By: RBH Genpar, LLC, General Partner

By: /s/ Mitchell R. Roper  
Mitchell R. Roper, President and Chief Operating Officer

RBBMI Holdings, L.P.  
201 Main Street, Suite 2600  
Fort Worth, Texas 76102  
Attention: William O. Reimann  
Facsimile No.: (817) 820-1639  
Email: [breimann@barbnet.com](mailto:breimann@barbnet.com)

*[Signature Page to Registration Rights Agreement]*

**SBCA Holdings, L.P.**

By: SBCAH Genpar, LLC, General Partner

By: /s/ Mitchell R. Roper

Mitchell R. Roper, President and Chief Operating Officer

SBCA Holdings, L.P.

201 Main Street, Suite 2600

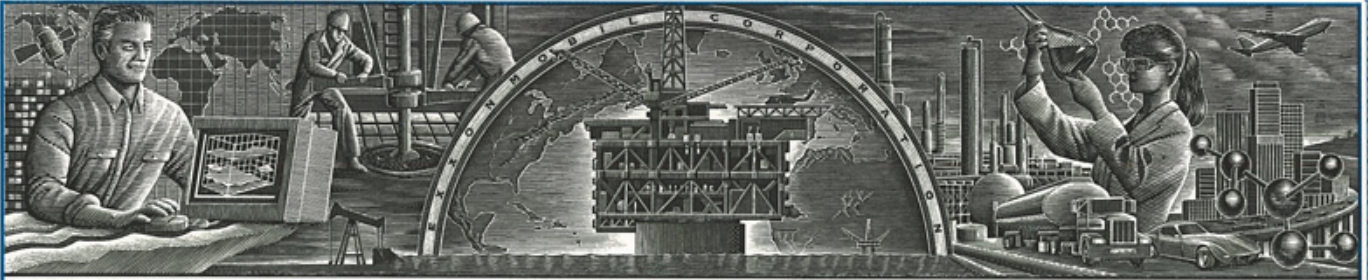
Fort Worth, Texas 76102

Attention: William O. Reimann

Facsimile No.: (817) 820-1639

Email: [breimann@barbnet.com](mailto:breimann@barbnet.com)

*[Signature Page to Registration Rights Agreement]*



# ExxonMobil

EXXON MOBIL CORPORATION INCORPORATED UNDER THE LAWS OF NEW JERSEY

WITHOUT PAR VALUE  
CUSIP 302316 10 2  
SEE REVERSE FOR CERTAIN DEFINITIONS

## COMMON STOCK

THIS CERTIFICATE IS TRANSFERABLE  
IN DANTON, MA, JERSEY CITY, NJ  
AND COLLEGE STATION, TX

THIS CERTIFIES THAT

IS THE OWNER OF

*Shares of the fully paid and non-assessable Common Stock of Exxon Mobil Corporation, transferable on the books of the Corporation in person or by duly authorized attorney upon the surrender of the Certificate properly endorsed. This Certificate is not valid until countersigned and registered by the Transfer Agent and Registrar. Witness the signatures of the duly authorized officers.*

*Rep W. Tillerson*     *L.H. Schickel*  
CHAIRMAN OF THE BOARD     TREASURER

DATED: \_\_\_\_\_  
COUNTERSIGNED AND REGISTERED  
COMPUTERSHARE TRUST COMPANY, N.A.  
TRANSFER AGENT AND REGISTRAR  
BY: *Stephen Coon*  
AUTHORIZED SIGNATURE

**E 375105**  
NUMBER     SHARES

**EXXON MOBIL CORPORATION**  
INCORPORATED UNDER THE LAWS OF NEW JERSEY

The Corporation will furnish to any shareholder, upon request and without charge, a full statement (a) of the designations, relative rights, preferences and limitations of the shares of each class and series authorized to be issued, so far as the same have been determined, and (b) of the authority of the Board to divide the shares into classes or series and to determine and change the relative rights, preferences and limitations of any class or series.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common  
 TEN ENT — as tenants by the entireties  
 JT TEN — as joint tenants with right of survivorship and not as tenants in common  
 TOD — Transfer On Death

UNIF GIFT MIN ACT— \_\_\_\_\_ Custodian \_\_\_\_\_  
 (Cust) (Minor)  
 under Uniform Gifts to Minors Act

UNIF TRANS MIN ACT— \_\_\_\_\_ Custodian \_\_\_\_\_  
 (Cust) (Minor)  
 under Uniform Transfers to Minors Act  
 \_\_\_\_\_  
 (State)

Additional abbreviations may also be used though not in the above list.

For value received, \_\_\_\_\_ hereby sell, assign and transfer unto

**PLEASE PRINT OR TYPE NAME AND ADDRESS OF ASSIGNEE**

Name \_\_\_\_\_

<b>PLEASE INSERT SOCIAL SECURITY NUMBER OR TAXPAYER IDENTIFICATION NUMBER OF ASSIGNEE</b>

Street \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

<b>SHARES</b>

**PLEASE PRINT OR TYPE NAME AND ADDRESS OF ASSIGNEE**

Name \_\_\_\_\_

<b>PLEASE INSERT SOCIAL SECURITY NUMBER OR TAXPAYER IDENTIFICATION NUMBER OF ASSIGNEE</b>

Street \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

<b>SHARES</b>

**PLEASE PRINT OR TYPE NAME AND ADDRESS OF ASSIGNEE**

Name \_\_\_\_\_

<b>PLEASE INSERT SOCIAL SECURITY NUMBER OR TAXPAYER IDENTIFICATION NUMBER OF ASSIGNEE</b>

Street \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

<b>SHARES</b>

of the Common Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint \_\_\_\_\_ Attorney to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated, \_\_\_\_\_

**NOTICE:**  
THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME(S) AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

X \_\_\_\_\_ (SIGNATURE)

X \_\_\_\_\_ (SIGNATURE)

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM PURSUANT TO S.E.C. RULE 17Ad-15.

SIGNATURE(S) GUARANTEED BY:

SIGNATURE GUARANTOR MUST PLACE MEDALLION IN THIS BOX

## OPINION OF JAMES E. PARSONS, ESQ.

February 28, 2017

Exxon Mobil Corporation  
5959 Las Colinas Boulevard  
Irving, Texas 75039

Ladies and Gentlemen:

I am the Coordinator – Corporate Securities and Finance Law of Exxon Mobil Corporation, a New Jersey corporation (the “**Company**”). The Company is filing with the Securities and Exchange Commission a Registration Statement on Form S-3 (the “**Registration Statement**”) for the purpose of registering under the Securities Act of 1933, as amended (the “**Securities Act**”), the sale from time to time of 68,191,228 shares of common stock of the Company, without par value, by the selling stockholders named in the Registration Statement (the “**Securities**”).

I have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as I have deemed necessary or advisable for the purpose of rendering this opinion.

In rendering the opinion expressed herein, I have, without independent inquiry or investigation, assumed that (i) all documents submitted to me as originals are authentic and complete, (ii) all documents submitted to me as copies conform to authentic, complete originals, (iii) all documents filed as exhibits to the Registration Statement that have not been executed will conform to the forms thereof, (iv) all signatures on all documents that I reviewed are genuine, (v) all natural persons executing documents had and have the legal capacity to do so, (vi) all statements in certificates of public officials and officers of the Company that I reviewed were and are accurate and (vii) all representations made by the Company as to matters of fact in the documents that I reviewed were and are accurate.

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, I am of the opinion that:

1. The Company is validly existing as a corporation in good standing under the laws of the State of New Jersey, and the Company has corporate power and authority to issue the Securities.
2. The issuance of the Securities was duly authorized and the Securities are validly issued, fully paid and non-assessable.

I am a member of the Bar of the State of Texas, and the foregoing opinion is limited to the New Jersey Business Corporation Act.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement referred to above and further consent to the reference to my name under the caption “**Validity of the Securities**” in the prospectus, which is a part of the Registration Statement. In giving this consent, I do not admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

By: /s/ James E. Parsons, Esq.



**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated February 22, 2017 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in Exxon Mobil Corporation's Annual Report on Form 10-K for the year ended December 31, 2016. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Dallas, Texas  
February 28, 2017