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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): June 23, 2020**

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**Exxon Mobil Corporation**

(Exact name of registrant as specified in its charter)

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New Jersey  
(State or other jurisdiction  
of incorporation)

1-2256  
(Commission  
File Number)

13-5409005  
(IRS Employer  
Identification No.)

5959 LAS COLINAS BOULEVARD, IRVING, TEXAS  
(Address of principal executive offices)

75039-2298  
(Zip Code)

**Registrant's telephone number, including area code: (972) 940-6000**

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

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Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, without par value	XOM	New York Stock Exchange

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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Item 8.01 Other Events

On June 23, 2020, Exxon Mobil Corporation (the “Company”) entered into an underwriting agreement (the “Underwriting Agreement”) with the several underwriters named therein, for the issuance and sale by the Company of (i) €1,500,000,000 aggregate principal amount of its 0.142% Notes due 2024 (the “2024 Notes”), (ii) €1,000,000,000 aggregate principal amount of its 0.524% Notes due 2028 (the “2028 Notes”), (iii) €1,000,000,000 aggregate principal amount of its 0.835% Notes due 2032 (the “2032 Notes”) and (iv) €1,000,000,000 aggregate principal amount of its 1.408% Notes due 2039 (the “2039 Notes” and, together with the 2024 Notes, the 2028 Notes and the 2032 Notes, the “Notes”).

The Notes will be issued pursuant to the indenture entered into by the Company on March 20, 2014 with Deutsche Bank Trust Company Americas, as trustee (the “Trustee”), as supplemented and amended by a first supplemental indenture, dated June 26, 2020 between the Company and the Trustee (the “First Supplemental Indenture”) and as further supplemented by an officer’s certificate dated June 26, 2020 establishing the terms and forms of the Notes (the “Officer’s Certificate”).

The Notes were offered pursuant to the Company’s Registration Statement on Form S-3 filed with the Securities and Exchange Commission on March 10, 2020 (Reg. No. 333-237052) (the “Registration Statement”).

The Underwriting Agreement, the First Supplemental Indenture and the Officer’s Certificate (including the forms of the Notes) are filed as Exhibits 1.1, 4.2 and 4.3, respectively, to this current report on Form 8-K and are incorporated by reference into the Registration Statement. The opinions of Davis Polk & Wardwell LLP and Lisa K. Bork, Esq., Executive Counsel – Corporate of Exxon Mobil Corporation, are filed as Exhibits 5.1 and 5.2, respectively, to this current report on Form 8-K and are incorporated by reference into the Registration Statement.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
1.1	<a href="#">Underwriting Agreement dated June 23, 2020 among Exxon Mobil Corporation and the several underwriters named therein</a>
4.1	<a href="#">Indenture dated March 20, 2014 between Exxon Mobil Corporation and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.1 to the Registrant’s Report on Form 8-K of March 20, 2014)</a>
4.2	<a href="#">First Supplemental Indenture dated June 26, 2020 between Exxon Mobil Corporation and Deutsche Bank Trust Company Americas, as trustee</a>
4.3	<a href="#">Officer’s Certificate of Exxon Mobil Corporation dated June 26, 2020</a>
4.4	<a href="#">Form of Note representing the 2024 Notes (included in Exhibit 4.3)</a>
4.5	<a href="#">Form of Note representing the 2028 Notes (included in Exhibit 4.3)</a>
4.6	<a href="#">Form of Note representing the 2032 Notes (included in Exhibit 4.3)</a>
4.7	<a href="#">Form of Note representing the 2039 Notes (included in Exhibit 4.3)</a>
5.1	<a href="#">Opinion of Davis Polk &amp; Wardwell LLP</a>
5.2	<a href="#">Opinion of Lisa K. Bork, Esq., Executive Counsel – Corporate of Exxon Mobil Corporation</a>
23.1	<a href="#">Consent of Davis Polk &amp; Wardwell LLP (included in Exhibit 5.1)</a>
23.2	<a href="#">Consent of Lisa K. Bork, Esq. (included in Exhibit 5.2)</a>
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURE

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

Date: June 26, 2020

EXXON MOBIL CORPORATION

By: /s/ J. M. Spellings

Name: J. M. Spellings

Title: Vice President, Treasurer  
and General Tax Counsel

## UNDERWRITING AGREEMENT

June 23, 2020  
Exxon Mobil Corporation  
5959 Las Colinas Boulevard  
Irving, Texas 75039

Ladies and Gentlemen:

We (the "**Underwriters**") understand that Exxon Mobil Corporation, a New Jersey corporation (the "**Company**"), proposes to issue and sell €1,500,000,000 aggregate principal amount of its 0.142% Notes due 2024 (the "**2024 Fixed Rate Notes**"), €1,000,000,000 aggregate principal amount of its 0.524% Notes due 2028 (the "**2028 Fixed Rate Notes**"), €1,000,000,000 aggregate principal amount of its 0.835% Notes due 2032 (the "**2032 Fixed Rate Notes**") and €1,000,000,000 aggregate principal amount of its 1.408% Notes due 2039 (the "**2039 Fixed Rate Notes**") and, together with the 2024 Fixed Rate Notes, the 2028 Fixed Rate Notes and the 2032 Fixed Rate Notes, the "**Fixed Rate Notes**", the "**Notes**" or the "**Offered Securities**").

Subject to the terms and conditions set forth herein or incorporated by reference herein, the Company hereby agrees to sell and the Underwriters severally agree to purchase (i) the 2024 Fixed Rate Notes at 99.90% of the principal amount of such 2024 Fixed Rate Notes and accrued interest from June 26, 2020, if any, to the date of payment and delivery, (ii) the 2028 Fixed Rate Notes at 99.84% of the principal amount of such 2028 Fixed Rate Notes and accrued interest from June 26, 2020, if any, to the date of payment and delivery, (iii) the 2032 Fixed Rate Notes at 99.80% of the principal amount of such 2032 Fixed Rate Notes and accrued interest from June 26, 2020, if any, to the date of payment and delivery and (iv) the 2039 Fixed Rate Notes at 99.72% of the principal amount of such 2039 Fixed Rate Notes and accrued interest from June 26, 2020, if any, to the date of payment and delivery.

Name of Underwriter	Principal Amount of 2024	Principal Amount of 2028	Principal Amount of 2032	Principal Amount of 2039
	Fixed Rate Notes	Fixed Rate Notes	Fixed Rate Notes	Fixed Rate Notes
Barclays Bank PLC	€ 285,000,000	€ 190,000,000	€ 190,000,000	€ 190,000,000
Deutsche Bank AG, London Branch	285,000,000	190,000,000	190,000,000	190,000,000
HSBC Bank plc	285,000,000	190,000,000	190,000,000	190,000,000
Société Générale	285,000,000	190,000,000	190,000,000	190,000,000
BNP Paribas	63,750,000	42,500,000	42,500,000	42,500,000
Citigroup Global Markets Limited	63,750,000	42,500,000	42,500,000	42,500,000
J.P. Morgan Securities plc	63,750,000	42,500,000	42,500,000	42,500,000
Merrill Lynch International	63,750,000	42,500,000	42,500,000	42,500,000
Banca IMI S.p.A.	7,000,000	4,667,000	4,666,000	4,667,000
Banco Santander, S.A.	7,000,000	4,667,000	4,666,000	4,667,000
Crédit Agricole Corporate and Investment Bank	7,000,000	4,667,000	4,666,000	4,667,000
Goldman Sachs & Co. LLC	7,000,000	4,667,000	4,666,000	4,667,000
Loop Capital Markets LLC	7,000,000	4,667,000	4,666,000	4,667,000
Mizuho International plc	7,000,000	4,667,000	4,667,000	4,666,000
Morgan Stanley & Co. International plc	7,000,000	4,667,000	4,667,000	4,666,000
RBC Europe Limited	7,000,000	4,667,000	4,667,000	4,666,000
Scotiabank Europe plc	7,000,000	4,667,000	4,667,000	4,666,000
Siebert Williams Shank & Co., LLC	7,000,000	4,667,000	4,667,000	4,666,000
SMBC Nikko Capital Markets Limited	7,000,000	4,666,000	4,667,000	4,667,000
Standard Chartered Bank	7,000,000	4,666,000	4,667,000	4,667,000
The Standard Bank of South Africa Limited	7,000,000	4,666,000	4,667,000	4,667,000
U.S. Bancorp Investments, Inc.	7,000,000	4,666,000	4,667,000	4,667,000
Wells Fargo Securities, LLC	7,000,000	4,666,000	4,667,000	4,667,000
<b>Total:</b>	<b>€ 1,500,000,000</b>	<b>€ 1,000,000,000</b>	<b>€ 1,000,000,000</b>	<b>€ 1,000,000,000</b>

Upon delivery of such Offered Securities, the Underwriters will pay for such Offered Securities at a closing to be held at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 at 6:00 a.m. (New York time) on June 26, 2020, or at such other time as shall be designated by the Underwriters.

The Offered Securities will have the terms and conditions set forth in “Description of Notes” in the prospectus supplement for the Offered Securities, dated June 23, 2020, and terms defined therein will have the same meanings when used in this Agreement. The following is a summary of such terms and conditions for the Offered Securities:

Principal Amount:	(i) €1,500,000,000 for the 2024 Fixed Rate Notes, (ii) €1,000,000,000 for the 2028 Fixed Rate Notes, (iii) €1,000,000,000 for the 2032 Fixed Rate Notes and (iv) €1,000,000,000 for the 2039 Fixed Rate Notes, in each case subject to further issuances, as described below.
Maturity:	(i) June 26, 2024 for the 2024 Fixed Rate Notes, (ii) June 26, 2028 for the 2028 Fixed Rate Notes, (iii) June 26, 2032 for the 2032 Fixed Rate Notes and (iv) June 26, 2039 for the 2039 Fixed Rate Notes.
Interest Rate:	(i) 0.142% <i>per annum</i> for the 2024 Fixed Rate Notes, (ii) 0.524% <i>per annum</i> for the 2028 Fixed Rate Notes, (iii) 0.835% <i>per annum</i> for the 2032 Fixed Rate Notes and (iv) 1.408% <i>per annum</i> for the 2039 Fixed Rate Notes, in each case computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes of such series (or from June 26, 2020, if no interest has been paid on the Notes of such series), to but excluding the next scheduled interest payment date.
Optional Redemption Provisions:	The Company may redeem (i) all or a portion of the 2024 Fixed Rate Notes at any time prior to May 26, 2024 (one month prior to the maturity date of the 2024 Fixed Rate Notes), (ii) all or a portion of the 2028 Fixed Rate Notes at any time prior to March 26, 2028 (three months prior to the maturity date of the 2028 Fixed Rate Notes), (iii) all or a portion of the 2032 Fixed Rate Notes at any time prior to March 26, 2032 (three months prior to the maturity date of the 2032 Fixed Rate Notes) or (iv) all or a portion of the 2039 Fixed Rate Notes at any time prior to December 26, 2038 (six months prior to the maturity date of the 2039 Fixed Rate Notes), in each case, at a redemption price equal to the greater of (a) 100% of the principal amount of the 2024 Fixed Rate Notes, the 2028 Fixed Rate Notes, the 2032 Fixed Rate Notes or the 2039 Fixed Rate Notes, as the case may be, then outstanding to be redeemed or

(b) the sum of the present values of the remaining scheduled payments of principal and interest (excluding accrued and unpaid interest to, but excluding, the date of redemption) on the 2024 Fixed Rate Notes, the 2028 Fixed Rate Notes, the 2032 Fixed Rate Notes or the 2039 Fixed Rate Notes, as the case may be, to be redeemed discounted to their present value as of the date of redemption on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate (as defined under “Description of Notes” in the prospectus supplement for the Notes), plus (i) 15 basis points in the case of any redemption of the 2024 Fixed Rate Notes, (ii) 20 basis points, in the case of any redemption of the 2028 Fixed Rate Notes, (iii) 20 basis points, in the case of any redemption of the 2032 Fixed Rate Notes or (iv) 25 basis points, in the case of any redemption of the 2039 Fixed Rate Notes, plus, in each case, accrued and unpaid interest to, but excluding, the date of redemption.

In addition, (i) in the case of the 2024 Fixed Rate Notes, on and after May 26, 2024 (one month prior to the maturity date of the 2024 Fixed Rate Notes), (ii) in the case of the 2028 Fixed Rate Notes, on and after March 26, 2028 (three months prior to the maturity date of the 2028 Fixed Rate Notes), (iii) in the case of the 2032 Fixed Rate Notes, on and after March 26, 2032 (three months prior to the maturity date of the 2032 Fixed Rate Notes) and (iv) in the case of the 2039 Fixed Rate Notes, on and after December 26, 2038 (six months prior to the maturity date of the 2039 Fixed Rate Notes), the Company may redeem the 2024 Fixed Rate Notes, 2028 Fixed Rate Notes, 2032 Fixed Rate Notes or the 2039 Fixed Rate Notes, as applicable, at its option, at any time, either in whole or in part, at a redemption price equal to 100% of the principal amount of the 2024 Fixed Rate Notes, 2028 Fixed Rate Notes, 2032 Fixed Rate Notes or the 2039 Fixed Rate Notes, as applicable, to be redeemed, plus, in each case, accrued and unpaid interest to, but excluding, the date of redemption.

Interest Payment Dates:

Annually each June 26, commencing June 26, 2021 (the Interest payable on June 26, 2021 being in respect of the period commencing June 26, 2020) for each series of the Fixed Rate Notes.

Form and Denomination:

Global Security held through book-entry facilities of the common depository (or its nominee) for, and deposited with, Clearstream Banking S.A. in Luxembourg

(“*Clearstream Luxembourg*”) and/or Euroclear Bank SA/NV (“*Euroclear*” and, together with Clearstream Luxembourg, the “*Clearing Systems*”) (as described under “Description of Notes” in the prospectus supplement for the Notes). The Notes will be issued only in denominations of €100,000 and integral multiples of €1,000 in excess thereof.

Further Issuances:

The Company may, without notice to or consent of the holders of a series of the Notes, increase the aggregate principal amount of such series of Notes and issue such increased principal amount (or any portion thereof), in which case any such additional notes may be consolidated and form a single series with the Notes of the applicable series, *provided* that, if the additional notes are not fungible with the Notes of such series, for U.S. federal income tax purposes, the additional notes will have a separate CUSIP number, ISIN, common code or other identifying number, as applicable.

For purposes of Section VIII of the Standard Provisions, we confirm that we have furnished to the Company for use in the preliminary prospectus supplement for the Offered Securities dated June 23, 2020 and the prospectus supplement for the Offered Securities to be dated June 23, 2020:

- (a) The second and third sentence of the third paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning the dealer concessions and reallowances;
- (b) The sixth and seventh paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning price stabilization;
- (c) The third sentence of the eighth paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning market making by the Underwriters; and
- (d) The third and fourth sentence of the eleventh paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning other relationships between the Underwriters or their affiliates and the Company.

All of the provisions contained in the Standard Provisions are herein incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein. Notwithstanding the preceding sentence, in the event of any conflict between the Standard Provisions and this Agreement, the provisions of this Agreement shall control.

In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement,

and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

The term “*BHC Act Affiliate*” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). The term “*Covered Entity*” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b), (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b) or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). The term “*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. The term “*U.S. Special Resolution Regime*” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understandings between the parties hereto, each counterparty to a BRRD Party (as defined below) acknowledges and accepts that a BRRD Liability (as defined below) arising under this Agreement may be subject to the exercise of Bail-in Powers (as defined below) by the Relevant Resolution Authority (as defined below), and acknowledges, accepts, and agrees to be bound by:

- i. the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of any BRRD Party to it under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
  - a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;
  - b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the relevant BRRD Party or another person (and the issue to or conferral on it of such shares, securities or obligations);
  - c. the cancellation of the BRRD Liability; and/or
  - d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

- ii. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

The term “**Bail-in Legislation**” means in relation to a member state of the European Economic Area or the United Kingdom which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time. The term “**Bail-in Powers**” means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation. The term “**BRRD**” means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms. The term “**BRRD Party**” means any Underwriter subject to Bail-in Powers. The term “**EU Bail-in Legislation Schedule**” means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com>. The term “**BRRD Liability**” means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised. The term “**Relevant Resolution Authority**” means the resolution authority with the ability to exercise any Bail-in Powers in relation to the relevant BRRD Party.

- iii. For the avoidance of doubt, to the extent an Underwriter’s obligation to purchase Notes hereunder constitutes a BRRD Liability and such Underwriter does not, on the Closing Date, purchase the full amount of the Notes that it has agreed to purchase hereunder due to the exercise by the Relevant Resolution Authority of its powers under the relevant Bail-in Legislation with respect to such BRRD Liability, such Underwriter shall be deemed, for all purposes of Article 8 of the Standard Provisions, to have defaulted on its obligation to purchase such Notes that it has agreed to purchase hereunder but has not purchased, and Article 8 of the Standard Provisions shall remain in full force and effect with respect to the obligations of the other Underwriters.

The term “**Depository**” as used in the Standard Provisions shall mean the common depository for the accounts of the Clearing Systems, the term “**Trade Date**” as used in the Standard Provisions shall mean June 23, 2020, and the term “**Manager**” as used in the Standard Provisions shall mean Barclays Bank PLC, Deutsche Bank AG, London Branch, HSBC Bank plc and Société Générale, whose authority thereunder may be exercised by them jointly.

In relation to each Member State of the European Economic Area and the United Kingdom (each a “**Relevant State**”), each Underwriter severally and not jointly, represents, warrants and agrees that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the prospectus supplement to the public in that Relevant State except that it may make an offer to the public in that Relevant State of any Notes at any time under the following exemptions under the Prospectus Regulation (as defined below):

- (a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the Managers for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes shall require the Company or any Underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “offer to the public” in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any Notes to be offered so as to enable an investor to decide to purchase or subscribe for any Notes, and the expression “**Prospectus Regulation**” means Regulation (EU) 2017/1129.

The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Any payment on account of an amount that is payable to the Underwriters in a particular currency (the “**Required Currency**”) that is paid to or for the account of the Underwriters in lawful currency of any other jurisdiction (the “**Other Currency**”), whether as a result of any judgment or order or the enforcement thereof or the liquidation of the Company or for any other reason shall constitute a discharge of the obligation of such obligor only to the extent of the amount of the Required Currency which the recipient could purchase in the New York, London or Amsterdam foreign exchange markets with the amount of the Other Currency in accordance with normal banking procedures at the rate of exchange prevailing on the first day (other than a Saturday or Sunday) on which banks in New York, London or Amsterdam are generally open for business following receipt of the payment first referred to above. If the amount of the Required Currency that could be so purchased (net of all premiums and costs of exchange payable in connection with the conversion) is less than the amount of the Required Currency originally due to the recipient, then the Company agrees to indemnify and hold harmless the recipient from and against all loss or damage arising out of or as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations of the Company, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any person owed such obligation from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or any judgment or order.

Solely for the purposes of the requirement of Article 9(8) of the MIFID Product Governance rules under EU Delegated Directive 2017/593 (the “**Product Governance Rules**”) regarding the responsibilities of manufacturers under the Product Governance Rules:

(a) Each of Barclays Bank PLC, Citigroup Global Markets Limited, Deutsche Bank AG, London Branch, HSBC Bank plc, Merrill Lynch International, Société Générale, and Standard Chartered Bank (each, a “**Manufacturer**” and together the “**Manufacturers**”) acknowledges that it understands the responsibilities conferred upon it under the Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Notes and the related information set out in the Pricing Term Sheet set forth in Schedule B hereto and the preliminary prospectus supplement in connection with the Notes; and

(b) Each of the other Underwriters (other than the Manufacturers) and the Company notes the application of the Product Governance Rules and acknowledges the target markets and distribution channels identified as applying to the Notes by the Manufacturers and the related information set out in the Pricing Term Sheet set forth in Schedule B hereto and the preliminary prospectus supplement in connection with the Notes.

By executing this Agreement, each of the Underwriters hereby agrees as between themselves to be bound by the provisions of the ICMA Agreement Among Managers Version 1 (Fixed-Price Non-Equity Related Issues)/New York Law Schedule (the “**AAM**”), save that clause 3 of the AAM shall not apply and, in the event of any conflict between the provisions of the AAM and this Agreement, the terms of this Agreement shall prevail. For the purposes of the AAM, “**Managers**” means the Underwriters; “**Lead Manager**” means Barclays Bank PLC, Deutsche Bank AG, London Branch, HSBC Bank plc and Société Générale; “**Settlement Lead Manager**” and “**Stabilizing Manager**” means Barclays Bank PLC and “**Subscription Agreement**” means this Agreement.

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Very truly yours,

BARCLAYS BANK PLC

By: /s/ Annie Carpenter

Name: Annie Carpenter

Title: Director

*[Signature Page to Underwriting Agreement]*

By: /s/ Benzion Smilchensky

Name: Benzion Smilchensky

Title: Managing Director

By: /s/ John Han

Name: John Han

Title: Managing Director

*[Signature Page to Underwriting Agreement]*

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HSBC BANK PLC

By: /s/ Karl Allen

Name: Karl Allen

Title: Director

*[Signature Page to Underwriting Agreement]*

SOCIÉTÉ GÉNÉRALE

By: /s/ Andrew Menzies

Name: Andrew Menzies

Title: Managing Director

*[Signature Page to Underwriting Agreement]*

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BNP PARIBAS

By: /s/ Hugh Pryse Davies

Name: Hugh Pryse-Davies

Title: Authorised Signatory

By: /s/ Benedict Foster

Name: Benedict Foster

Title: Authorised Signatory

*[Signature Page to Underwriting Agreement]*

By: /s/ Julia Baldin

Name: Julia Baldin

Title: Delegated Signatory

*[Signature Page to Underwriting Agreement]*

By: /s/ Marc Lewell

Name: Marc Lewell

Title: Managing Director

*[Signature Page to Underwriting Agreement]*

By: /s/ Angus Reynolds

Name: Angus Reynolds

Title: Managing Director

*[Signature Page to Underwriting Agreement]*

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BANCA IMI S.P.A.

By: /s/ Pantaleo Cucinotta

Name: Pantaleo Cucinotta

Title: Head of DCM

*[Signature Page to Underwriting Agreement]*

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BANCO SANTANDER, S.A.

By: /s/ Matthias Dhaene

Name: Matthias Dhaene

Title: ED

By: /s/ Eric Bellanger

Name: Eric Bellanger

Title: MD

*[Signature Page to Underwriting Agreement]*

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT  
BANK

By: /s/ Cecile Bidet

Name: Cecile Bidet

Title: M.D.

By: /s/ Jean-Luc Lamarque

Name: Jean-Luc Lamarque

Title: Global Head of Credit Trading,  
Sales and Syndicate

*[Signature Page to Underwriting Agreement]*

By: /s/ Raffael Fiumara

Name: Raffael Fiumara

Title: Vice President

*[Signature Page to Underwriting Agreement]*

By: /s/ Sidney Dillard

Name: Sidney Dillard

Title: Partner

*[Signature Page to Underwriting Agreement]*

MIZUHO INTERNATIONAL PLC

By: /s/ Guy Reid

Name: Guy Reid

Title: Managing Director

*[Signature Page to Underwriting Agreement]*

By: /s/ Rachel Holdstock

Name: Rachel Holdstock

Title: Vice President

*[Signature Page to Underwriting Agreement]*

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RBC EUROPE LIMITED

By: /s/ Elaine Murray

Name: Elaine Murray

Title: Duly Authorised Signatory

*[Signature Page to Underwriting Agreement]*

SCOTIABANK EUROPE PLC

By: /s/ James Walter

Name: James Walter

Title: Regional Director, Europe Legal

By: /s/ Cesare Roselli

Name: Cesare Roselli

Title: Managing Director

*[Signature Page to Underwriting Agreement]*

By: /s/ Eloner Habtezghi

Name: Eloner Habtezghi

Title: Managing Director

*[Signature Page to Underwriting Agreement]*

By: /s/ Steve Apted

Name: Steve Apted

Title: Head of Debt Syndication

*[Signature Page to Underwriting Agreement]*

By: /s/ Spencer Maclean

Name: Spencer Maclean

Title: Managing Director

*[Signature Page to Underwriting Agreement]*

By: /s/ Javier Penino Vinas

Name: Javier Penino Vinas

Title: Executive

*[Signature Page to Underwriting Agreement]*

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U.S. BANCORP INVESTMENTS, INC.

By: /s/ Vanessa Clark

Name: Vanessa Clark

Title: Vice President

*[Signature Page to Underwriting Agreement]*

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WELLS FARGO SECURITIES, LLC

By: /s/ Carolyn Hurley

Name: Carolyn Hurley

Title: Director

*[Signature Page to Underwriting Agreement]*

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Accepted:

EXXON MOBIL CORPORATION

By: /s/ J.M. Spellings  
Name: J. M. Spellings  
Title: Vice President, Treasurer  
and General Tax Counsel

*[Signature Page to Underwriting Agreement]*

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**Schedule A**

General Use Free Writing Prospectuses

- 1) Pricing Term Sheet for the Offered Securities, dated June 23, 2020 (set forth in Schedule B)

**Schedule B**

Pricing Term Sheet

Exxon Mobil Corporation

€1,500,000,000 0.142% Notes due 2024 (the “**2024 Fixed Rate Notes**”)

€1,000,000,000 0.524% Notes due 2028 (the “**2028 Fixed Rate Notes**”)

€1,000,000,000 0.835% Notes due 2032 (the “**2032 Fixed Rate Notes**”)

€1,000,000,000 1.408% Notes due 2039 (the “**2039 Fixed Rate Notes**”)

Issuer:	Exxon Mobil Corporation (the “ <b>Company</b> ”)
Security:	Senior unsecured fixed rate notes
Principal Amount:	€1,500,000,000 of 2024 Fixed Rate Notes €1,000,000,000 of 2028 Fixed Rate Notes €1,000,000,000 of 2032 Fixed Rate Notes €1,000,000,000 of 2039 Fixed Rate Notes
Maturity Date:	June 26, 2024 for the 2024 Fixed Rate Notes June 26, 2028 for the 2028 Fixed Rate Notes June 26, 2032 for the 2032 Fixed Rate Notes June 26, 2039 for the 2039 Fixed Rate Notes
Coupon (Interest Rate):	0.142% <i>per annum</i> for the 2024 Fixed Rate Notes 0.524% <i>per annum</i> for the 2028 Fixed Rate Notes 0.835% <i>per annum</i> for the 2032 Fixed Rate Notes 1.408% <i>per annum</i> for the 2039 Fixed Rate Notes
Interest Payment Dates:	Annually each June 26, commencing June 26, 2021, for the 2024 Fixed Rate Notes, the 2028 Fixed Rate Notes, the 2032 Fixed Rate Notes and the 2039 Fixed Rate Notes.
Price to Public:	100.000% for the 2024 Fixed Rate Notes 100.000% for the 2028 Fixed Rate Notes 100.000% for the 2032 Fixed Rate Notes 100.000% for the 2039 Fixed Rate Notes
Mid Swaps Yield:	-0.358% for the 2024 Fixed Rate Notes -0.226% for the 2028 Fixed Rate Notes -0.065% for the 2032 Fixed Rate Notes 0.108% for the 2039 Fixed Rate Notes
Spread to Mid-Swaps:	+50.000 basis points for the 2024 Fixed Rate Notes +75.000 basis points for the 2028 Fixed Rate Notes +90.000 basis points for the 2032 Fixed Rate Notes +130.000 basis points for the 2039 Fixed Rate Notes

Yield to Maturity:	0.142% for the 2024 Fixed Rate Notes 0.524% for the 2028 Fixed Rate Notes 0.835% for the 2032 Fixed Rate Notes 1.408% for the 2039 Fixed Rate Notes
Benchmark Bund:	OBL 0.000% due April 5, 2024 for the 2024 Fixed Rate Notes DBR 0.500% due February 15, 2028 for the 2028 Fixed Rate Notes DBR 0.000% due February 15, 2030 for the 2032 Fixed Rate Notes DBR 0.000% due May 15, 2035 for the 2039 Fixed Rate Notes
Benchmark Bund Price and Yield:	102.580%; -0.672% for the 2024 Fixed Rate Notes 108.350%; -0.566% for the 2028 Fixed Rate Notes 104.310%; -0.437% for the 2032 Fixed Rate Notes 102.920%; -0.193% for the 2039 Fixed Rate Notes
Spread to Benchmark Bund:	+81.400 basis points for the 2024 Fixed Rate Notes +109.000 basis points for the 2028 Fixed Rate Notes +127.200 basis points for the 2032 Fixed Rate Notes +160.100 basis points for the 2039 Fixed Rate Notes
Make-Whole Call:	All or a portion of: (i) the 2024 Fixed Rate Notes will be redeemable at any time prior to May 26, 2024 (one month prior to the maturity date of the 2024 Fixed Rate Notes), (ii) all or a portion of the 2028 Fixed Rate Notes will be redeemable at any time prior to March 26, 2028 (three months prior to the maturity date of the 2028 Fixed Rate Notes), (iii) all or a portion of the 2032 Fixed Rate Notes will be redeemable at any time prior to March 26, 2032 (three months prior to the maturity date of the 2032 Fixed Rate Notes) and (iv) all or a portion of the 2039 Fixed Rate Notes will be redeemable at any time prior to December 26, 2038 (six months prior to the maturity date of the 2039 Fixed Rate Notes), in each case, at a redemption price equal to the greater of (x) 100% of the principal amount of the applicable Notes then outstanding to be redeemed or (y) the sum of the present values of the remaining scheduled payments of principal and interest (excluding accrued and unpaid interest to, but excluding, the date of redemption) on the applicable Notes to be redeemed discounted to their present value as of the date of redemption on an annual basis (ACTUAL/ ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate plus (i) 15 basis points, in the case of the 2024 Fixed Rate Notes, (ii) 20 basis points, in the case of the 2028 Fixed Rate Notes, (iii) 20 basis points, in the case of the 2032 Fixed Rate Notes, or (iv) 25 basis points, in the case of the 2039 Fixed Rate Notes, <i>plus</i> , in each case, accrued and unpaid interest to, but excluding, the date of redemption
Par Call:	At any time on and after May 26, 2024 (one month prior to the maturity date of the 2024 Fixed Rate Notes), the Company may redeem the 2024 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2024 Fixed Rate Notes to be redeemed, <i>plus</i> accrued and unpaid interest to, but excluding, the date of redemption

	At any time on and after March 26, 2028 (three months prior to the maturity date of the 2028 Fixed Rate Notes), the Company may redeem the 2028 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2028 Fixed Rate Notes to be redeemed, <i>plus</i> accrued and unpaid interest to, but excluding, the date of redemption
	At any time on and after March 26, 2032 (three months prior to the maturity date of the 2032 Fixed Rate Notes), the Company may redeem the 2032 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2032 Fixed Rate Notes to be redeemed, <i>plus</i> accrued and unpaid interest to, but excluding, the date of redemption
	At any time on and after December 26, 2038 (six months prior to the maturity date of the 2039 Fixed Rate Notes), the Company may redeem the 2039 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2039 Fixed Rate Notes to be redeemed, <i>plus</i> accrued and unpaid interest to, but excluding, the date of redemption
Trade Date:	June 23, 2020
Settlement Date:	June 26, 2020 (T+3)*
Denominations:	€100,000 and integral multiples of €1,000 in excess thereof
CUSIP/ISIN:	U30276 AC0/XS2196322155 for the 2024 Fixed Rate Notes U30276 AF3 /XS2196322312 for the 2028 Fixed Rate Notes U30276 AE6 /XS2196322403 for the 2032 Fixed Rate Notes U30276 AD8 /XS2196324011 for the 2039 Fixed Rate Notes
Delivery:	Euroclear Bank SA/NV / Clearstream Banking, S.A.
Listing/Trading:	Application will be made to list each series of the Notes on the New York Stock Exchange or another recognized securities exchange. There can be no assurance that the Notes will be so listed by the time the Notes are delivered to the purchasers or that the listing will be granted or maintained.
Joint Book-Running Managers:	Barclays Bank PLC Deutsche Bank AG, London Branch HSBC Bank plc Société Générale BNP Paribas Citigroup Global Markets Limited J.P. Morgan Securities plc Merrill Lynch International
Co-Managers:	Banca IMI S.p.A. Banco Santander, S.A. Crédit Agricole Corporate and Investment Bank

Goldman Sachs & Co. LLC  
Loop Capital Markets LLC  
Mizuho International plc  
Morgan Stanley & Co. International plc  
RBC Europe Limited  
SMBC Nikko Capital Markets Limited  
Scotiabank Europe plc  
Siebert Williams Shank & Co., LLC  
The Standard Bank of South Africa Limited  
Standard Chartered Bank  
U.S. Bancorp Investments, Inc.  
Wells Fargo Securities, LLC

\* We expect to deliver the Notes against payment for the Notes on the third business day following the Trade Date (“T+3”). Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in two business days, unless the parties to a trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes on the date hereof or the next succeeding business day will be required, by virtue of the fact that the Notes initially will settle in T+3, to specify alternative settlement arrangements to prevent a failed settlement. Purchasers of the Notes who wish to trade the Notes during the period described above should consult their own advisors.

The Company has filed a registration statement (including a preliminary prospectus supplement and an accompanying prospectus) with the Securities and Exchange Commission (the “SEC”) for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents that the Company has filed with the SEC, including the preliminary prospectus supplement, for more complete information about the Company and this offering. You may get these documents for free by visiting the SEC website at [www.sec.gov](http://www.sec.gov). Alternatively, the Company, any underwriter or any dealer participating in the offering will arrange to send you the preliminary prospectus supplement and the accompanying prospectus if you request it by contacting: Barclays Bank PLC. at 1-888-603-5847; Deutsche Bank AG, London Branch at 1-800-503-4611, HSBC Bank plc at 1-866-811-8049 and Société Générale at 1-855-881-2108.

The Notes described in this Pricing Term Sheet are not intended to be offered or sold to and should not be offered or sold to any retail investor in the European Economic Area (“EEA”) or in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. No key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the Notes described in this Pricing Term Sheet or otherwise making them available to retail investors in the EEA or in the United Kingdom has been prepared. Offering or selling the Notes described in this Pricing Term Sheet or otherwise making them available to any retail investor in the EEA or in the United Kingdom may be unlawful.

Solely for the purposes of the product approval process of each of the manufacturers, the target market assessment in respect of the Notes described in this Pricing Term Sheet has led to the conclusion that: (i) the target market for such Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "MiFID II"); and (ii) all channels for distribution of such Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending such Notes (a "distributor") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of such Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

This Pricing Term Sheet is only being distributed to and is only directed at persons who (i) are investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) of the United Kingdom (the "Order"), (ii) are high net worth entities or other persons falling within Article 49(2)(a) to (d) of the Order, (iii) are outside the United Kingdom or (iv) are persons to whom it would otherwise be lawful to distribute it (all such persons together being referred to as "relevant persons"). The Notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such Notes will be engaged in only with, relevant persons. This Pricing Term Sheet should not be distributed, published or reproduced (in whole or in part) or disclosed by any recipients to any other person in the United Kingdom. Any person in the United Kingdom that is not a relevant person should not act or rely on this Pricing Term Sheet. The Notes are not being offered to the public in the United Kingdom. Relevant stabilization regulations including FCA/ICMA will apply.

Any disclaimers or other notices that may appear below are not applicable to this communication and should be disregarded. Such disclaimers or other notices were automatically generated as a result of this communication being sent via Bloomberg or another email system.

**EXXON MOBIL CORPORATION**  
**FIRST SUPPLEMENTAL INDENTURE**

FIRST SUPPLEMENTAL INDENTURE, dated as of June 26, 2020 (this “**Supplemental Indenture**”), by and between EXXON MOBIL CORPORATION, a New Jersey corporation, as issuer (the “**Company**”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee (the “**Trustee**”), supplements the Indenture, dated as of March 20, 2014 (the “**Indenture**”), by and between the Company and the Trustee.

**RECITALS OF THE COMPANY**

WHEREAS, Section 9.01(e) of the Indenture provides that, without the consent of any Holder of Securities, the Company and the Trustee may enter into one or more indentures supplemental to the Indenture to change or eliminate any of the provisions of the Indenture, provided that any such change or elimination shall become effective only with respect to Securities not outstanding at the time of the execution of such supplemental indenture;

WHEREAS, the Board of Directors has duly adopted resolutions authorizing the Company to execute and deliver this Supplemental Indenture;

WHEREAS, the Company has requested that the Trustee execute and deliver this Supplemental Indenture and has delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel; and

WHEREAS, all conditions precedent provided for in the Indenture relating to the execution of this Supplemental Indenture have been complied with.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, for and in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and proportionate benefit of the Holders as follows:

ARTICLE 1  
TERMS

Section 1.01. *Definitions.* Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Indenture.

ARTICLE 2  
AMENDMENTS

Section 2.01. *Definition of “U.S. Government Obligations.”* The definition of “U.S. Government Obligations” in Section 1.01 of the Indenture is hereby deleted in its entirety, and the definition of “Government Obligations” is hereby added to Section 1.01 of the Indenture, which shall read as follows:

“**Government Obligations**” means, with respect to a series of Securities, (i) direct obligations of a government that issues the currency in which the Securities of the series are payable (or, in the case of any series of Securities denominated in Euros, direct obligations of a government of a country in the European Monetary Union) for the payment of which the full faith and credit of such government is pledged, or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of such government, the payment of which is unconditionally guaranteed as a full faith and credit obligation by such government, which, in either case under clause (i) or (ii) above, are not callable or redeemable at the option of the issuer thereof; or (iii) depository receipts issued by a bank or trust company as custodian with respect to any such Government Obligations or a specific payment of interest on or principal of any such Government Obligation held by such custodian for the account of the holder of a depository receipt, *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Obligation evidenced by such depository receipt.

Section 2.02. *References to “U.S. Government Obligations.”* All references to “U.S. Government Obligations” in the Indenture are hereby deleted and replaced with references to “Government Obligations.”

Section 2.03. *Execution of Securities by the Company.* The first two paragraphs of Section 3.03 of the Indenture are hereby amended as follows (with underlines representing added language):

The Securities shall be executed on behalf of the Company by an Authorized Officer (or any Person designated in writing by an Authorized Officer as authorized to execute the Securities). The signature of any of these officers on the Securities may be manual, electronic or facsimile.

Securities bearing the manual, electronic or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.

Section 2.04. *Authentication of Securities by the Trustee.* The ninth paragraph of Section 3.03 of the Indenture is hereby amended as follows (with underlines representing added language):

No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein executed by the Trustee by manual, electronic or facsimile signature, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder and that such Security is entitled to the benefits of this Indenture.

Section 2.05. *Applicability.* The provisions of this Article 2 shall be applicable only with respect to Securities not outstanding at the time of the execution of this Supplemental Indenture.

ARTICLE 3  
ACCEPTANCE OF SUPPLEMENTAL INDENTURE

Section 3.01. *Trustee's Acceptance.* The Trustee hereby accepts this Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

ARTICLE 4  
MISCELLANEOUS PROVISIONS

Section 4.01. *Governing Law; Waiver of Trial by Jury.* THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 4.02. *Benefits of Supplemental Indenture.* Nothing in this Supplemental Indenture, expressed or implied, shall give to any Person, other than the Holders, the parties hereto, any Paying Agent, any authenticating agent, any Registrar and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 4.03. *Execution in Counterparts.* This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Supplemental Indenture or any document to be signed in connection with this Supplemental Indenture shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Section 4.04. *Ratification of Indenture.* The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein provided.

Section 4.05. *The Trustee.* The Trustee makes no representations as to and shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture. The recitals in this Supplemental Indenture are made by the Company only and not by the Trustee, and all of the rights, privileges, protections, immunities and benefits afforded to the Trustee under the Indenture are deemed to be incorporated herein, and shall be enforceable by the Trustee hereunder, in each of its capacities hereunder as if set forth herein in full.

Section 4.06. *Effect on Successors and Assigns.* All agreements of the Company, the Trustee, the Registrar and the Paying Agent in this Supplemental Indenture will bind their respective successors.

Section 4.07. *Headings, Etc.* The titles and headings of the articles and sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first written above.

**EXXON MOBIL CORPORATION**

By: /s/ J. M. Spellings  
Name: J. M. Spellings  
Title: Vice President, Treasurer  
and General Tax Counsel

**DEUTSCHE BANK TRUST COMPANY AMERICAS,**  
as Trustee

By: /s/ Debra A Schwalb

Name: Debra A Schwalb

Title: Vice President

By: /s/ Kathryn Fischer

Name: Kathryn Fischer

Title: Vice President

**OFFICER'S CERTIFICATE PURSUANT TO  
SECTIONS 3.01 AND 3.03 OF THE INDENTURE IDENTIFIED BELOW**

The undersigned officer of Exxon Mobil Corporation (the "Company"), acting pursuant to authorization contained in resolutions of the Board of Directors of the Company duly adopted on January 29, 2020, as amended by a resolution of the Board of Directors of the Company duly adopted on April 3, 2020, and in resolutions of the Finance Committee of the Board of Directors of the Company duly adopted on January 29, 2020, as amended by a resolution of the Finance Committee of the Board of Directors of the Company duly adopted on April 3, 2020, does hereby authorize, adopt and approve the following terms for (a) a series of the Company's debt securities designated as "0.142% Notes due 2024" (the "2024 Notes"); (b) a series of the Company's debt securities designated as "0.524% Notes due 2028" (the "2028 Notes"); (c) a series of the Company's debt securities designated as "0.835% Notes due 2032" (the "2032 Notes") and (d) a series of the Company's debt securities designated as "1.408% Notes due 2039" (the "2039 Notes" and, together with the 2024 Notes, the 2028 Notes and the 2032 Notes, the "Notes"), each such series to be issued under an indenture, dated as of March 20, 2014 (the "Base Indenture"), as supplemented by a first supplemental indenture, dated as of June 26, 2020 (the "First Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), each between the Company and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), which Notes have been registered for sale with the Securities and Exchange Commission pursuant to a Registration Statement on Form S-3 (No. 333-237052) under the Securities Act of 1933, as amended. Capitalized terms used but not defined herein shall have the meanings set forth in the Indenture.

I The 2024 Notes are entitled "0.142% Notes due 2024". The 2028 Notes are entitled "0.524% Notes due 2028". The 2032 Notes are entitled "0.835% Notes due 2032". The 2039 Notes are entitled "1.408% Notes due 2039".

II (a) The 2024 Notes are limited in aggregate principal amount to €1,500,000,000; (b) the 2028 Notes are limited in aggregate principal amount to €1,000,000,000; (c) the 2032 Notes are limited in aggregate principal amount to €1,000,000,000; and (d) the 2039 Notes are limited in aggregate principal amount to €1,000,000,000, in each case, subject to (i) the Company's right from time to time, without giving notice to or seeking the consent of the holders of a series of the Notes, to issue an unlimited amount of additional securities having the same ranking and the same interest rate, maturity and other terms as such series of the Notes other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities (such additional securities having such similar terms, together with the applicable series of the Notes, constituting a single series of securities under the Indenture), *provided* that if such additional securities are not fungible with the then-outstanding Notes of the applicable series for U.S. federal income tax purposes, the additional securities shall have a separate CUSIP, ISIN, common code or other identifying number, as applicable, and (ii) Notes of any series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of such series pursuant to the provisions of the Indenture.

III (a) The 2024 Notes will mature on June 26, 2024; (b) the 2028 Notes will mature on June 26, 2028; (c) the 2032 Notes will mature on June 26, 2032 and (d) the 2039 Notes will mature on June 26, 2039, in each case subject to the provisions of the Indenture and this Officer's Certificate relating to acceleration and subject to the provisions of the Indenture and this Officer's Certificate relating to optional redemption.

A "Business Day" means (a) each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City or London, United Kingdom (or other Place of Payment specified pursuant to the Indenture) are authorized or obligated by law or executive order to close and (b) a day on which commercial banking institutions are open for business and carrying out transactions in Euros in the country in which the Paying Agent (as defined below) has its specified office and is a day on which the Trans-European Automated Real Time Gross Settlement Express Transfer System is operating.

IV Interest on the Notes

Interest on the Notes of each series will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest

was paid on the Notes of such series (or from June 26, 2020, if no interest has been paid on the Notes of such series), to but excluding the next scheduled interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association. The 2024 Notes will bear interest from June 26, 2020, or from the most recent Interest Payment Date (as defined below) to which interest has been paid or provided for to, but excluding, the next Interest Payment Date or Maturity, as the case may be (each of these periods, a “Interest Period”), at the rate of 0.142% per annum, payable annually in arrears on June 26 of each year (each an “Interest Payment Date”), commencing on June 26, 2021 to the persons in whose names the 2024 Notes are registered at the close of business on the immediately preceding Regular Record Date (as defined below). The 2028 Notes will bear interest for each Interest Period at the rate of 0.524% per annum, payable annually in arrears on each Interest Payment Date, commencing on June 26, 2021 to the persons in whose names the 2028 Notes are registered at the close of business on the immediately preceding Regular Record Date. The 2032 Notes will bear interest for each Interest Period at the rate of 0.835% per annum, payable annually in arrears on each Interest Payment Date, commencing on June 26, 2021 to the persons in whose names the 2032 Notes are registered at the close of business on the immediately preceding Regular Record Date. The 2039 Notes will bear interest for each Interest Period at the rate of 1.408% per annum, payable annually in arrears on each Interest Payment Date, commencing on June 26, 2021 to the persons in whose names the 2039 Notes are registered at the close of business on the immediately preceding Regular Record Date. If any Interest Payment Date (or any other date on which the principal of or any premium or interest on the Notes of a series is payable) is a day that is not a Clearing System Business Day (as defined below), the applicable payment will be made on the following Clearing System Business Day.

For purposes of this Clause IV (and as used elsewhere herein):

“*Clearing System*” or “*Clearing Systems*” mean, in the singular or the plural as the context may require, Clearstream Banking, société anonyme in Luxembourg (“Clearstream Luxembourg”) and/or Euroclear Bank S.A./N.V. (“Euroclear”).

“*Clearing System Business Day*” means a day on which each Clearing System for which any global security is being held is open for business.

A “*Regular Record Date*” means, for the Notes of a series, the close of business (in the relevant Clearing System) on the Clearing System Business Day immediately preceding the applicable Interest Payment Date for the Notes of such series (or, if the Notes of such series are held in definitive form, the 15th calendar day preceding the applicable Interest Payment Date, whether or not a Business Day).

V Principal and interest on the Notes shall be payable, and the Notes may be surrendered for registration of transfer or exchange, at the office or agency of the Company maintained for that purpose, pursuant to the Indenture, which shall initially be the Corporate Trust Office of the Trustee located at, 60 Wall Street, 24th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the European Monetary Union as at the time of payment is legal tender for payment of public and private debt, subject to Clause XI hereof.

The Company, by or through the Paying Agent or one or more additional paying agents, may at its option pay interest by check payable in such money mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; *provided, however*, that payments in connection with Global Securities to the Depository (as defined below) will be made by wire transfer of immediately available funds to the account of the Depository or its nominee.

VI Any or all of the 2024 Notes are redeemable at the Company’s option, at any time prior to May 26, 2024 (the date that is one month before Maturity) at a redemption price for any 2024 Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2024 Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2024 Notes being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate (as defined below), plus 15 basis points;

plus, in each case, accrued and unpaid interest on such 2024 Notes to the Redemption Date. Any or all of the 2024 Notes are redeemable at the Company's option, at any time on or after May 26, 2024 (the date that is one month before Maturity), at a redemption price for any 2024 Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2024 Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2024 Notes to such Redemption Date.

Any or all of the 2028 Notes are redeemable at the Company's option, at any time prior to March 26, 2028 (the date that is three months before Maturity) at a redemption price for any 2028 Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2028 Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2028 Notes being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate, plus 20 basis points;

plus, in each case, accrued and unpaid interest on such 2028 Notes to the Redemption Date. Any or all of the 2028 Notes are redeemable at the Company's option, at any time on or after March 26, 2028 (the date that is three months before Maturity), at a redemption price for any 2028 Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2028 Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2028 Notes to such Redemption Date.

Any or all of the 2032 Notes are redeemable at the Company's option, at any time prior to March 26, 2032 (the date that is three months before Maturity) at a redemption price for any 2032 Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2032 Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2032 Notes being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate, plus 20 basis points;

plus, in each case, accrued and unpaid interest on such 2032 Notes to the Redemption Date. Any or all of the 2032 Notes are redeemable at the Company's option, at any time on or after March 26, 2032 (the date that is three months before Maturity), at a redemption price for any 2032 Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2032 Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2032 Notes to such Redemption Date.

Any or all of the 2039 Notes are redeemable at the Company's option, at any time prior to December 26, 2038 (the date that is six months before Maturity) at a redemption price for any 2039 Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2039 Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2039 Notes being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate, plus 25 basis points;

plus, in each case, accrued and unpaid interest on such 2039 Notes to the Redemption Date. Any or all of the 2039 Notes are redeemable at the Company's option, at any time on or after December 26, 2038 (the date that is six months before Maturity), at a redemption price for any 2039 Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2039 Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2039 Notes to such Redemption Date.

Notwithstanding the foregoing, installments of interest on the Notes that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the relevant Interest Payment Date to the Holders of such Notes as of the close of business on the Regular Record Date immediately preceding such Interest Payment Date. The redemption price will be calculated on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes of the applicable series (or from June 26, 2020, if no interest has been paid on the Notes of the applicable series), to but excluding the redemption date (ACTUAL/ACTUAL (ICMA)).

The Company will send notice of any redemption not more than 60 nor less than 10 days before the Redemption Date to each Holder of the Notes to be redeemed, with such notice to be sent in accordance with the provisions of the Indenture. Once notice of redemption is sent, the Notes called for redemption will become due and payable on the Redemption Date and at the applicable redemption price, plus accrued and unpaid interest to the Redemption Date, subject to any conditions precedent specified in such notice.

On and after the Redemption Date, interest will cease to accrue on the Notes or any portion of the Notes called for redemption (unless the Company defaults in the payment of the redemption price and accrued interest). On or before the Redemption Date, the Company will deposit with the Paying Agent or the Trustee money sufficient to pay the redemption price of and accrued interest on the Notes to be redeemed on that date. If less than all of the Notes of a series are to be redeemed, the Notes of that series to be redeemed shall be selected by the Trustee pro rata, by lot, or by such other method the Trustee deems to be fair and appropriate, in each case in accordance with the applicable procedures of the Clearing Systems.

For purposes of this Clause VI:

“*Comparable Government Bond*” means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German government bond whose maturity is closest to the maturity of the Notes of the applicable series to be redeemed, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

“*Comparable Government Bond Rate*” means, with respect to any redemption date, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes of the applicable series to be redeemed, if they were to be purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield on such Business Day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Company.

VII If (a) the Company becomes or will become obligated to pay additional amounts with respect to any of the Notes as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of the United States (or any political subdivision or taxing authority thereof or therein), or any change in, or amendments to, any official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is publicly announced and becomes effective, on or after June 23, 2020 or (b) a taxing authority of the United States takes an action on or after June 23, 2020, whether or not with respect to the Company or any of its affiliates, that results in a substantial probability that the Company will or may be required to pay such additional amounts, then the Company may, at its option, redeem, as a whole, but not in part, the applicable series of the Notes on any interest payment date on not less than 10 nor more than 60 days' prior notice, at a redemption price equal to 100% of their principal amount, together with interest accrued thereon to the date fixed for redemption. No redemption pursuant to subclause (b) of this Clause VII shall be made unless the Company shall have received an opinion of independent counsel to the effect that an act taken by a taxing authority of the United States results in a substantial probability that the Company will or may be required to pay the additional amounts described in Clause VIII, the Company shall have delivered to the Trustee a certificate, signed by a duly authorized officer, stating that based on such opinion the Company is entitled to redeem the Notes pursuant to their terms.

VIII The Company will, subject to the exceptions and limitations set forth below, pay as additional interest on the Notes of each series such additional amounts as are necessary in order that the net payment by the Company or the Paying Agent of the principal of and interest on the Notes of a series to a holder that is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the Notes of each series to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

(1) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such holder holds such note), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder or beneficial owner if the Holder or beneficial owner is an estate, trust, partnership, corporation or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder, being considered as:

(a) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Notes of a series or the receipt of any payment or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;

(c) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States federal income tax purposes, a foreign tax-exempt organization or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Company as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision; or

(e) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in Section 881(c)(3) of the Code or any successor provision;

(2) to any Holder that is not the sole beneficial owner of the Notes of a series, or a portion of the Notes of such series, or that is a fiduciary, partnership, limited liability company or other fiscally transparent entity, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership, limited liability company or other fiscally transparent entity would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(3) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of the Notes of a series, if compliance is required by statute, by regulation of the United States or any taxing authority therein, by an applicable income tax treaty to which the United States is a party or as a precondition to exemption from, or reduction in such tax, assessment or other governmental charge;

(4) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or an applicable withholding agent from the payment;

(5) to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(6) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge or excise tax imposed on the transfer of Notes of a series;

(7) to any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on any Notes of a series, if such payment can be made without such withholding by at least one other paying agent;

(8) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any Note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(9) to any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner being a bank (i) purchasing the Notes of a series in the ordinary course of its lending business or (ii) that is neither (A) buying the Notes for investment purposes only nor (B) buying the Notes of a series for resale to a third party that either is not a bank or holding the Notes for investment purposes only;

(10) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code whether currently in effect or as published and amended from time to time; or

(11) in the case of any combination of items (1) through (10) above.

The Notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Notes. Except as specifically provided herein, the Company will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used herein, the term “United States” means the United States of America, the states of the United States, and the District of Columbia, and the term “United States person” means any individual who is a citizen or resident of the United States for United States federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

If the Company is required to pay additional amounts with respect to the Notes, the Company will notify the Trustee and the Paying Agent pursuant to a certificate signed by a duly authorized officer that specifies the additional amounts payable and when the additional amounts are payable. If the Trustee and the Paying Agent do not receive such an officer’s certificate from us, the Trustee and the Paying Agent may rely on the absence of such an officer’s certificate in assuming that no such additional amounts are payable.

IX The Notes shall not be entitled to the benefit of any mandatory redemption or sinking fund.

X The Notes shall be issued only in denominations of €100,000, and any integral multiple of €1,000 in excess thereof.

XI All payments of interest and principal, including payments made upon any redemption of the Notes of a series, will be payable in Euros. If the Euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond its control or if the Euro is no longer being used by the then member states of the European Monetary Union that have adopted the Euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in United States dollars until the Euro is again available to the Company or so used. The amount payable on any date in Euros will be converted into United States dollars on the basis of the most recently available market exchange rate for Euros. Any payment in respect of the Notes so made in United States dollars will not constitute an Event of Default.

XII The Trustee, Paying Agent and Security Registrar for the Notes shall initially be Deutsche Bank Trust Company Americas.

XIII Upon issuance, the Notes of each series will be represented by one or more global Securities representing all of the aggregate principal amount of such Notes and will be registered in the name of a nominee of Deutsche Bank AG, London Branch, which will initially act as common depositary for the accounts of Clearstream Luxembourg and Euroclear. Deutsche Bank AG, London Branch, or any successor depositary for the Notes permitted by the terms of the Indenture, this Officer’s Certificate and the Notes, is herein referred to as the “Depositary.” Except as set forth in the Indenture, owners of beneficial interests in the Notes will not be entitled to have Notes registered in their names, will not receive or be entitled to receive Notes in definitive form and will not be considered Holders of Notes under the Indenture.

Notwithstanding any other provisions of the Indenture, this Officer's Certificate or the Notes, unless and until exchanged in whole or in part for the individual Securities represented thereby, the global Security or Securities representing all or a portion of the Notes of the applicable series may not be transferred except, as provided in Section 3.05 of the Indenture, by the Depositary to another nominee of the Depositary for the Notes, or by a nominee of such Depositary to such Depositary or another nominee of such Depositary, or by such Depositary or any such nominee to a successor Depositary or nominee of such successor Depositary.

XIV The Notes shall be defeasible pursuant to Section 4.03 of the Indenture.

XV The issue price to public of the 2024 Notes shall be 100.000% of the principal amount of the 2024 Notes. The issue price to public of the 2028 Notes shall be 100.000% of the principal amount of the 2028 Notes. The issue price to public of the 2032 Notes shall be 100.000% of the principal amount of the 2032 Notes. The issue price to public of the 2039 Notes shall be 100.000% of the principal amount of the 2039 Notes.

XV The underwriters' commission or discount as a percentage of the principal amount of the 2024 Notes shall be 0.100% of the principal amount of the 2024 Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2028 Notes shall be 0.160% of the principal amount of the 2028 Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2032 Notes shall be 0.200% of the principal amount of the 2032 Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2039 Notes shall be 0.280% of the principal amount of the 2039 Notes.

Furthermore, we hereby approve the form of and authorize the execution and delivery of the Notes substantially in the forms attached hereto as Exhibit A, Exhibit B, Exhibit C and Exhibit D.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate on behalf of the Company as of this 26<sup>th</sup> day of June, 2020.

By: /s/ J. M. Spellings

Name: J. M. Spellings

Title: Vice President, Treasurer  
and General Tax Counsel

*[Signature Page to Officer's Certificate pursuant to Sections 3.01 and 3.03 of the Indenture]*

**EXHIBIT A**

**[Form of 0.142% Note due 2024]**

**[Face of Security]**

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V., AS OPERATOR OF THE EUROCLEAR SYSTEM (“EUROCLEAR”) AND CLEARSTREAM BANKING, SOCIÉTÉ ANONYME (“CLEARSTREAM,” AND TOGETHER WITH EUROCLEAR, “CLEARING SYSTEMS”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF BT GLOBENET NOMINEES LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CLEARING SYSTEMS (AND ANY PAYMENT IS MADE TO BT GLOBENET NOMINEES LIMITED OR TO SUCH OTHER ENTITY AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CLEARING SYSTEMS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, BT GLOBENET NOMINEES LIMITED, HAS AN INTEREST HEREIN.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY (OR A NOMINEE THEREOF) FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND DEPOSITED WITH, CLEARSTREAM AND/OR EUROCLEAR (THE “COMMON DEPOSITARY”). THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN THE COMMON DEPOSITARY OR OTHER DULY APPOINTED DEPOSITARY OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

**EXXON MOBIL CORPORATION**

No. [ ]

€[ ]

CUSIP / ISIN / Common Code: U30276 AC0 / XS2196322155 / 219632215

EXXON MOBIL CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey (herein called the “Company”, which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Deutsche Bank AG, London Branch, as common depositary for Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme, the principal sum of [ ] EUROS on June 26, 2024 and to pay interest thereon from June 26, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually in arrears on June 26 in each year, commencing on June 26, 2021 at the rate of 0.142% per annum, computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Securities (or from June 26, 2020, if no interest has been paid on the Securities), to but excluding the next scheduled Interest Payment Date, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest next preceding such Interest Payment Date. Except as otherwise provided in the Indenture, any such interest not so timely paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Company, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the office or agency of the Company maintained for that purpose, pursuant to the Indenture, which shall initially be the Corporate Trust Office of the Trustee located at 60 Wall Street, 24th Floor, Trust & Agency Services, New York,

New York 10005, in such coin or currency of the European Monetary Union as at the time of payment is legal tender for payment of public and private debt. The Company, by or through the Paying Agent or one or more additional paying agents, may at its option pay interest by check payable in such money mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; provided, however, that payments in connection with Global Securities to the Common Depositary will be made by wire transfer of immediately available funds to the account of the Common Depositary or its nominee.

Reference is hereby made to the further provisions of this Security set forth on the reverse side hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof, directly or through an Authenticating Agent, by manual signature of an authorized signatory, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: June 26, 2020

EXXON MOBIL CORPORATION

By: \_\_\_\_\_  
Title:

**CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated herein issued under the Indenture described herein.

Dated: June 26, 2020

DEUTSCHE BANK TRUST COMPANY AMERICAS, as  
Trustee

By: \_\_\_\_\_  
Title: Authorized Signatory

## [Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014, between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee”, which term includes any successor trustee under the Indenture) (as amended and supplemented by a first supplemental indenture, dated as of the date hereof, between the Company and the Trustee, and as further supplemented by the Officer’s Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the “Indenture”), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to €1,500,000,000, subject to (i) the Company’s right from time to time, without giving notice to or seeking the consent of the holders of the Securities, to issue an unlimited amount of additional securities in one or more series having the same ranking and the same interest rate, maturity and other terms as the Securities other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities (such additional securities having such similar terms, together with the Securities of this series, constituting a single issue of Securities under the Indenture), *provided* that if such additional securities are not fungible with the then-outstanding Securities of this series for U.S. federal income tax purposes, the additional securities shall have a separate CUSIP, ISIN, common code or other identifying number, as applicable, and (ii) Securities of this series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of this series pursuant to the provisions of the Indenture. The Securities of this series are issuable as Securities only in registered form, without coupons in denominations of €100,000 or any integral multiple of €1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of any authorized denominations, as requested by the Holder surrendering the same, upon surrender of the Security or Securities to be exchanged at any office or agency described below where Securities of this series may be presented for registration of transfer.

Any or all of the Securities of this series are redeemable at the Company’s option at any time. The redemption price for any Securities to be redeemed on any date fixed for redemption by or pursuant to the Indenture and the Securities (a “Redemption Date”) that is prior to May 26, 2024 (one month before Maturity of the Securities) will be equal to the greater of the following amounts:

- 100% of the principal amount of the Securities being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the Securities being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate, plus 15 basis points;

plus, in each case, accrued and unpaid interest on the Securities to such Redemption Date.

The redemption price for any Securities to be redeemed on a Redemption Date that is on or after May 26, 2024 (one month before Maturity of the Securities) will be equal to 100% of the principal amount of the Securities being redeemed on such Redemption Date, plus accrued and unpaid interest on such Securities to such Redemption Date.

Notwithstanding the foregoing, installments of interest on the Securities that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the relevant Interest Payment Date to the Holders of the Securities as of the close of business on the Regular Record Date immediately preceding such Interest Payment Date. The redemption price will be calculated on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Securities (or from June 26, 2020, if no interest has been paid on the Securities), to but excluding the redemption date (ACTUAL/ACTUAL (ICMA)).

Partial redemption must be made in an amount not less than €100,000 or any integral multiple of €1,000 in excess thereof.

If (a) the Company becomes or will become obligated to pay additional amounts with respect to any of the Securities as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of the United States (or any political subdivision or taxing authority thereof or therein), or any change in, or amendments to, any official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is publicly announced and becomes effective, on or after June 23, 2020 or (b) a taxing authority of the United States takes an action on or after June 23, 2020, whether or not with respect to the Company or any of its affiliates, that results in a substantial probability that the Company will or may be required to pay such additional amounts, then the Company may, at its option, redeem, as a whole, but not in part, the applicable series of the Securities on any interest payment date on not less than 10 nor more than 60 days' prior notice, at a redemption price equal to 100% of their principal amount, together with interest accrued thereon to the date fixed for redemption. No redemption pursuant to subclause (b) above shall be made unless the Company shall have received an opinion of independent counsel to the effect that an act taken by a taxing authority of the United States results in a substantial probability that the Company will or may be required to pay the additional amounts described herein, the Company shall have delivered to the trustee a certificate, signed by a duly authorized officer, stating that based on such opinion the Company is entitled to redeem the Securities pursuant to their terms.

The Company will, subject to the exceptions and limitations set forth below, pay as additional interest on the Securities such additional amounts as are necessary in order that the net payment by the Company or the Paying Agent of the principal of and interest on the Securities to a Holder that is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the Securities to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

(1) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such holder holds such Security), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder or beneficial owner if the Holder or beneficial owner is an estate, trust, partnership, corporation or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder, being considered as:

(a) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Securities or the receipt of any payment or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;

(c) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States federal income tax purposes, a foreign tax-exempt organization or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Company as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision; or

(e) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in Section 881(c)(3) of the Code or any successor provision;

(2) to any Holder that is not the sole beneficial owner of the Securities, or a portion of the Securities, or that is a fiduciary, partnership, limited liability company or other fiscally transparent entity, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership, limited liability company or other fiscally transparent entity would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(3) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner

of Securities, if compliance is required by statute, by regulation of the United States or any taxing authority therein, by an applicable income tax treaty to which the United States is a party or as a precondition to exemption from, or reduction in such tax, assessment or other governmental charge;

(4) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or an applicable withholding agent from the payment;

(5) to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(6) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge or excise tax imposed on the transfer of Securities;

(7) to any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on any Securities, if such payment can be made without such withholding by at least one other paying agent;

(8) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any Security, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(9) to any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner being a bank (i) purchasing the Securities in the ordinary course of its lending business or (ii) that is neither (A) buying the notes for investment purposes only nor (B) buying the Securities for resale to a third party that either is not a bank or holding the Securities for investment purposes only;

(10) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code whether currently in effect or as published and amended from time to time; or

(11) in the case of any combination of items (1) through (10) above.

The Securities are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Securities. Except as specifically provided herein, the Company will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used herein, the term "United States" means the United States of America, the states of the United States, and the District of Columbia, and the term "United States person" means any individual who is a citizen or resident of the United States for United States federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

If the Company is required to pay additional amounts with respect to the Securities, the Company will notify the Trustee and the Paying Agent pursuant to a certificate signed by a duly authorized officer that specifies the additional amounts payable and when the additional amounts are payable. If the Trustee and the Paying Agent do not receive such an officer's certificate from us, the Trustee and the Paying Agent may rely on the absence of such an officer's certificate in assuming that no such additional amounts are payable.

Notice of redemption will be sent to Holders of Securities, not more than 60 days nor less than 10 days prior to the date fixed for redemption, all as provided in the Indenture.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

“*Comparable Government Bond*” means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German government bond whose maturity is closest to the maturity of the Securities to be redeemed, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

“*Comparable Government Bond Rate*” means, with respect to any redemption date, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Securities to be redeemed, if they were to be purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield on such Business Day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Company.

Subject to certain conditions set forth in the Indenture, the Company at any time may discharge or defease some of or all of its obligations under this Security and the Indenture in accordance with Section 4.03 of the Indenture.

All payments of interest and principal, including payments made upon any redemption of the Securities of this series, will be payable in Euros. If the Euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond its control or if the Euro is no longer being used by the then member states of the European Monetary Union that have adopted the Euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Securities of this series will be made in United States dollars until the Euro is again available to the Company or so used. The amount payable on any date in Euros will be converted into United States dollars on the basis of the most recently available market exchange rate for Euros. Any payment in respect of the Securities so made in United States dollars will not constitute an Event of Default under this Security or the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding (with each series voting as a separate class in certain cases specified in the Indenture, or with all series voting as one class, in certain other cases specified in the Indenture), on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notification of such consent or waiver is made upon this Security.

As set forth in, and subject to, the provisions of the Indenture, no Holder of any Security of this series will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless such Holder shall have previously given to the Trustee written notice at the Corporate Trust Office of a continuing Event of Default with respect to this series, the Holders of not less than 25% in principal amount of the Outstanding Securities of this series and all other affected series shall have made written request to the Trustee to institute such proceeding as trustee (and offered security or indemnity satisfactory to the Trustee), and the Trustee shall not have received from the Holders of a majority in principal amount of the Outstanding Securities of all affected series a direction inconsistent with such request and shall have failed to institute such proceedings within 60 days; *provided, however*, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of (and premium, if any) or any interest on this Security on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and any interest on this Security at the times, places and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of (and premium, if any) and any interest on such Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. The Company and the Trustee shall be entitled to request an opinion of counsel providing that the transfer complies with applicable securities laws.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Notwithstanding anything in the Indenture or in the terms of this Security to the contrary, the exchange of this Security for a Security will be subject to satisfaction of the provisions of the United States tax laws in effect at the time of the exchange. Neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be required to exchange this Security for a Security if (a) as a result thereof and in the Company's judgment, the Company would incur adverse consequences under then applicable United States Federal income tax laws and (b) in the case of the Trustee or any agent of the Company or the Trustee, the Company shall have delivered to such Person an Officer's Certificate and an Opinion of Counsel as to the matters set forth in clause (a) above.

The Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

**EXHIBIT B**

**[Form of 0.524% Note due 2028]**

**[Face of Security]**

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V., AS OPERATOR OF THE EUROCLEAR SYSTEM (“EUROCLEAR”) AND CLEARSTREAM BANKING, SOCIÉTÉ ANONYME (“CLEARSTREAM,” AND TOGETHER WITH EUROCLEAR, “CLEARING SYSTEMS”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF BT GLOBENET NOMINEES LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CLEARING SYSTEMS (AND ANY PAYMENT IS MADE TO BT GLOBENET NOMINEES LIMITED OR TO SUCH OTHER ENTITY AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CLEARING SYSTEMS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, BT GLOBENET NOMINEES LIMITED, HAS AN INTEREST HEREIN.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY (OR A NOMINEE THEREOF) FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND DEPOSITED WITH, CLEARSTREAM AND/OR EUROCLEAR (THE “COMMON DEPOSITARY”). THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN THE COMMON DEPOSITARY OR OTHER DULY APPOINTED DEPOSITARY OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

**EXXON MOBIL CORPORATION**

No. [ ]

€[ ]

CUSIP / ISIN / Common Code: U30276 AF3 / XS2196322312 / 219632231

EXXON MOBIL CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey (herein called the “Company”, which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Deutsche Bank AG, London Branch, as common depositary for Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme, the principal sum of [ ] EUROS on June 26, 2028 and to pay interest thereon from June 26, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually in arrears on June 26 in each year, commencing on June 26, 2021 at the rate of 0.524% per annum, computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Securities (or from June 26, 2020, if no interest has been paid on the Securities), to but excluding the next scheduled Interest Payment Date, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest next preceding such Interest Payment Date. Except as otherwise provided in the Indenture, any such interest not so timely paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Company, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the office or agency of the Company maintained for that purpose, pursuant to the Indenture, which shall initially be the Corporate Trust Office of the Trustee located at 60 Wall Street, 24th Floor, Trust & Agency Services, New York,

New York 10005, in such coin or currency of the European Monetary Union as at the time of payment is legal tender for payment of public and private debt. The Company, by or through the Paying Agent or one or more additional paying agents, may at its option pay interest by check payable in such money mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; provided, however, that payments in connection with Global Securities to the Common Depositary will be made by wire transfer of immediately available funds to the account of the Common Depositary or its nominee.

Reference is hereby made to the further provisions of this Security set forth on the reverse side hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof, directly or through an Authenticating Agent, by manual signature of an authorized signatory, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: June 26, 2020

EXXON MOBIL CORPORATION

By: \_\_\_\_\_  
Title:

**CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated herein issued under the Indenture described herein.

Dated: June 26, 2020

DEUTSCHE BANK TRUST COMPANY AMERICAS, as  
Trustee

By: \_\_\_\_\_  
Title: Authorized Signatory

B-4

## [Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014, between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee”, which term includes any successor trustee under the Indenture) (as amended and supplemented by a first supplemental indenture, dated as of the date hereof, between the Company and the Trustee, and as further supplemented by the Officer’s Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the “Indenture”), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to €1,000,000,000, subject to (i) the Company’s right from time to time, without giving notice to or seeking the consent of the holders of the Securities, to issue an unlimited amount of additional securities in one or more series having the same ranking and the same interest rate, maturity and other terms as the Securities other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities (such additional securities having such similar terms, together with the Securities of this series, constituting a single issue of Securities under the Indenture), *provided* that if such additional securities are not fungible with the then-outstanding Securities of this series for U.S. federal income tax purposes, the additional securities shall have a separate CUSIP, ISIN, common code or other identifying number, as applicable, and (ii) Securities of this series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of this series pursuant to the provisions of the Indenture. The Securities of this series are issuable as Securities only in registered form, without coupons in denominations of €100,000 or any integral multiple of €1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of any authorized denominations, as requested by the Holder surrendering the same, upon surrender of the Security or Securities to be exchanged at any office or agency described below where Securities of this series may be presented for registration of transfer.

Any or all of the Securities of this series are redeemable at the Company’s option at any time. The redemption price for any Securities to be redeemed on any date fixed for redemption by or pursuant to the Indenture and the Securities (a “Redemption Date”) that is prior to March 26, 2028 (three months before Maturity of the Securities) will be equal to the greater of the following amounts:

- 100% of the principal amount of the Securities being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the Securities being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate, plus 20 basis points;

plus, in each case, accrued and unpaid interest on the Securities to such Redemption Date.

The redemption price for any Securities to be redeemed on a Redemption Date that is on or after March 26, 2028 (three months before Maturity of the Securities) will be equal to 100% of the principal amount of the Securities being redeemed on such Redemption Date, plus accrued and unpaid interest on such Securities to such Redemption Date.

Notwithstanding the foregoing, installments of interest on the Securities that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the relevant Interest Payment Date to the Holders of the Securities as of the close of business on the Regular Record Date immediately preceding such Interest Payment Date. The redemption price will be calculated on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Securities (or from June 26, 2020, if no interest has been paid on the Securities), to but excluding the redemption date (ACTUAL/ACTUAL (ICMA)).

Partial redemption must be made in an amount not less than €100,000 or any integral multiple of €1,000 in excess thereof.

If (a) the Company becomes or will become obligated to pay additional amounts with respect to any of the Securities as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of the United States (or any political subdivision or taxing authority thereof or therein), or any change in, or amendments to, any official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is publicly announced and becomes effective, on or after June 23, 2020 or (b) a taxing authority of the United States takes an action on or after June 23, 2020, whether or not with respect to the Company or any of its affiliates, that results in a substantial probability that the Company will or may be required to pay such additional amounts, then the Company may, at its option, redeem, as a whole, but not in part, the applicable series of the Securities on any interest payment date on not less than 10 nor more than 60 days' prior notice, at a redemption price equal to 100% of their principal amount, together with interest accrued thereon to the date fixed for redemption. No redemption pursuant to subclause (b) above shall be made unless the Company shall have received an opinion of independent counsel to the effect that an act taken by a taxing authority of the United States results in a substantial probability that the Company will or may be required to pay the additional amounts described herein, the Company shall have delivered to the trustee a certificate, signed by a duly authorized officer, stating that based on such opinion the Company is entitled to redeem the Securities pursuant to their terms.

The Company will, subject to the exceptions and limitations set forth below, pay as additional interest on the Securities such additional amounts as are necessary in order that the net payment by the Company or the Paying Agent of the principal of and interest on the Securities to a Holder that is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the Securities to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

(1) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such holder holds such Security), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder or beneficial owner if the Holder or beneficial owner is an estate, trust, partnership, corporation or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder, being considered as:

(a) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Securities or the receipt of any payment or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;

(c) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States federal income tax purposes, a foreign tax-exempt organization or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Company as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision; or

(e) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in Section 881(c)(3) of the Code or any successor provision;

(2) to any Holder that is not the sole beneficial owner of the Securities, or a portion of the Securities, or that is a fiduciary, partnership, limited liability company or other fiscally transparent entity, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership, limited liability company or other fiscally transparent entity would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(3) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to comply with certification, identification or information reporting requirements

concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of Securities, if compliance is required by statute, by regulation of the United States or any taxing authority therein, by an applicable income tax treaty to which the United States is a party or as a precondition to exemption from, or reduction in such tax, assessment or other governmental charge;

(4) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or an applicable withholding agent from the payment;

(5) to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(6) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge or excise tax imposed on the transfer of Securities;

(7) to any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on any Securities, if such payment can be made without such withholding by at least one other paying agent;

(8) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any Security, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(9) to any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner being a bank (i) purchasing the Securities in the ordinary course of its lending business or (ii) that is neither (A) buying the notes for investment purposes only nor (B) buying the Securities for resale to a third party that either is not a bank or holding the Securities for investment purposes only;

(10) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code whether currently in effect or as published and amended from time to time; or

(11) in the case of any combination of items (1) through (10) above.

The Securities are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Securities. Except as specifically provided herein, the Company will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used herein, the term "United States" means the United States of America, the states of the United States, and the District of Columbia, and the term "United States person" means any individual who is a citizen or resident of the United States for United States federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

If the Company is required to pay additional amounts with respect to the Securities, the Company will notify the Trustee and the Paying Agent pursuant to a certificate signed by a duly authorized officer that specifies the additional amounts payable and when the additional amounts are payable. If the Trustee and the Paying Agent do not receive such an officer's certificate from us, the Trustee and the Paying Agent may rely on the absence of such an officer's certificate in assuming that no such additional amounts are payable.

Notice of redemption will be sent to Holders of Securities, not more than 60 days nor less than 10 days prior to the date fixed for redemption, all as provided in the Indenture.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

“*Comparable Government Bond*” means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German government bond whose maturity is closest to the maturity of the Securities to be redeemed, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

“*Comparable Government Bond Rate*” means, with respect to any redemption date, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Securities to be redeemed, if they were to be purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield on such Business Day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Company.

Subject to certain conditions set forth in the Indenture, the Company at any time may discharge or defease some of or all of its obligations under this Security and the Indenture in accordance with Section 4.03 of the Indenture.

All payments of interest and principal, including payments made upon any redemption of the Securities of this series, will be payable in Euros. If the Euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond its control or if the Euro is no longer being used by the then member states of the European Monetary Union that have adopted the Euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Securities of this series will be made in United States dollars until the Euro is again available to the Company or so used. The amount payable on any date in Euros will be converted into United States dollars on the basis of the most recently available market exchange rate for Euros. Any payment in respect of the Securities so made in United States dollars will not constitute an Event of Default under this Security or the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding (with each series voting as a separate class in certain cases specified in the Indenture, or with all series voting as one class, in certain other cases specified in the Indenture), on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notification of such consent or waiver is made upon this Security.

As set forth in, and subject to, the provisions of the Indenture, no Holder of any Security of this series will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless such Holder shall have previously given to the Trustee written notice at the Corporate Trust Office of a continuing Event of Default with respect to this series, the Holders of not less than 25% in principal amount of the Outstanding Securities of this series and all other affected series shall have made written request to the Trustee to institute such proceeding as trustee (and offered security or indemnity satisfactory to the Trustee), and the Trustee shall not have received from the Holders of a majority in principal amount of the Outstanding Securities of all affected series a direction inconsistent with such request and shall have failed to institute such proceedings within 60 days; *provided*,

*however*, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of (and premium, if any) or any interest on this Security on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and any interest on this Security at the times, places and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of (and premium, if any) and any interest on such Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. The Company and the Trustee shall be entitled to request an opinion of counsel providing that the transfer complies with applicable securities laws.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Notwithstanding anything in the Indenture or in the terms of this Security to the contrary, the exchange of this Security for a Security will be subject to satisfaction of the provisions of the United States tax laws in effect at the time of the exchange. Neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be required to exchange this Security for a Security if (a) as a result thereof and in the Company's judgment, the Company would incur adverse consequences under then applicable United States Federal income tax laws and (b) in the case of the Trustee or any agent of the Company or the Trustee, the Company shall have delivered to such Person an Officer's Certificate and an Opinion of Counsel as to the matters set forth in clause (a) above.

The Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

**EXHIBIT C**

**[Form of 0.835% Note due 2032]**

**[Face of Security]**

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V., AS OPERATOR OF THE EUROCLEAR SYSTEM (“EUROCLEAR”) AND CLEARSTREAM BANKING, SOCIÉTÉ ANONYME (“CLEARSTREAM,” AND TOGETHER WITH EUROCLEAR, “CLEARING SYSTEMS”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF BT GLOBENET NOMINEES LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CLEARING SYSTEMS (AND ANY PAYMENT IS MADE TO BT GLOBENET NOMINEES LIMITED OR TO SUCH OTHER ENTITY AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CLEARING SYSTEMS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, BT GLOBENET NOMINEES LIMITED, HAS AN INTEREST HEREIN.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY (OR A NOMINEE THEREOF) FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND DEPOSITED WITH, CLEARSTREAM AND/OR EUROCLEAR (THE “COMMON DEPOSITARY”). THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN THE COMMON DEPOSITARY OR OTHER DULY APPOINTED DEPOSITARY OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

**EXXON MOBIL CORPORATION**

No. [ ]

€[ ]

CUSIP / ISIN / Common Code: U30276 AE6 / XS2196322403 / 219632240

EXXON MOBIL CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey (herein called the “Company”, which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Deutsche Bank AG, London Branch, as common depositary for Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme, the principal sum of [ ] EUROS on June 26, 2032 and to pay interest thereon from June 26, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually in arrears on June 26 in each year, commencing on June 26, 2021 at the rate of 0.835% per annum, computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Securities (or from June 26, 2020, if no interest has been paid on the Securities), to but excluding the next scheduled Interest Payment Date, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest next preceding such Interest Payment Date. Except as otherwise provided in the Indenture, any such interest not so timely paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Company, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the office or agency of the Company maintained for that purpose, pursuant to the Indenture, which shall initially be the

Corporate Trust Office of the Trustee located at 60 Wall Street, 24th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the European Monetary Union as at the time of payment is legal tender for payment of public and private debt. The Company, by or through the Paying Agent or one or more additional paying agents, may at its option pay interest by check payable in such money mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; provided, however, that payments in connection with Global Securities to the Common Depositary will be made by wire transfer of immediately available funds to the account of the Common Depositary or its nominee.

Reference is hereby made to the further provisions of this Security set forth on the reverse side hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof, directly or through an Authenticating Agent, by manual signature of an authorized signatory, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: June 26, 2020

EXXON MOBIL CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated herein issued under the Indenture described herein.

Dated: June 26, 2020

DEUTSCHE BANK TRUST COMPANY AMERICAS, as  
Trustee

By: \_\_\_\_\_  
Title: Authorized Signatory

## [Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014, between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee”, which term includes any successor trustee under the Indenture) (as amended and supplemented by a first supplemental indenture, dated as of the date hereof, between the Company and the Trustee, and as further supplemented by the Officer’s Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the “Indenture”), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to €1,000,000,000, subject to (i) the Company’s right from time to time, without giving notice to or seeking the consent of the holders of the Securities, to issue an unlimited amount of additional securities in one or more series having the same ranking and the same interest rate, maturity and other terms as the Securities other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities (such additional securities having such similar terms, together with the Securities of this series, constituting a single issue of Securities under the Indenture), *provided* that if such additional securities are not fungible with the then-outstanding Securities of this series for U.S. federal income tax purposes, the additional securities shall have a separate CUSIP, ISIN, common code or other identifying number, as applicable, and (ii) Securities of this series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of this series pursuant to the provisions of the Indenture. The Securities of this series are issuable as Securities only in registered form, without coupons in denominations of €100,000 or any integral multiple of €1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of any authorized denominations, as requested by the Holder surrendering the same, upon surrender of the Security or Securities to be exchanged at any office or agency described below where Securities of this series may be presented for registration of transfer.

Any or all of the Securities of this series are redeemable at the Company’s option at any time. The redemption price for any Securities to be redeemed on any date fixed for redemption by or pursuant to the Indenture and the Securities (a “Redemption Date”) that is prior to March 26, 2032 (three months before Maturity of the Securities) will be equal to the greater of the following amounts:

- 100% of the principal amount of the Securities being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the Securities being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate, plus 20 basis points;

plus, in each case, accrued and unpaid interest on the Securities to such Redemption Date.

The redemption price for any Securities to be redeemed on a Redemption Date that is on or after March 26, 2032 (three months before Maturity of the Securities) will be equal to 100% of the principal amount of the Securities being redeemed on such Redemption Date, plus accrued and unpaid interest on such Securities to such Redemption Date.

Notwithstanding the foregoing, installments of interest on the Securities that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the relevant Interest Payment Date to the Holders of the Securities as of the close of business on the Regular Record Date immediately preceding such Interest Payment Date. The redemption price will be calculated on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Securities (or from June 26, 2020, if no interest has been paid on the Securities), to but excluding the redemption date (ACTUAL/ACTUAL (ICMA)).

Partial redemption must be made in an amount not less than €100,000 or any integral multiple of €1,000 in excess thereof.

If (a) the Company becomes or will become obligated to pay additional amounts with respect to any of the Securities as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of the United States (or any political subdivision or taxing authority thereof or therein), or any change in, or amendments to, any official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is publicly announced and becomes effective, on or after June 23, 2020 or (b) a taxing authority of the United States takes an action on or after June 23, 2020, whether or not with respect to the Company or any of its affiliates, that results in a substantial probability that the Company will or may be required to pay such additional amounts, then the Company may, at its option, redeem, as a whole, but not in part, the applicable series of the Securities on any interest payment date on not less than 10 nor more than 60 days' prior notice, at a redemption price equal to 100% of their principal amount, together with interest accrued thereon to the date fixed for redemption. No redemption pursuant to subclause (b) above shall be made unless the Company shall have received an opinion of independent counsel to the effect that an act taken by a taxing authority of the United States results in a substantial probability that the Company will or may be required to pay the additional amounts described herein, the Company shall have delivered to the trustee a certificate, signed by a duly authorized officer, stating that based on such opinion the Company is entitled to redeem the Securities pursuant to their terms.

The Company will, subject to the exceptions and limitations set forth below, pay as additional interest on the Securities such additional amounts as are necessary in order that the net payment by the Company or the Paying Agent of the principal of and interest on the Securities to a Holder that is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the Securities to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

(1) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such holder holds such Security), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder or beneficial owner if the Holder or beneficial owner is an estate, trust, partnership, corporation or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder, being considered as:

(a) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Securities or the receipt of any payment or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;

(c) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States federal income tax purposes, a foreign tax-exempt organization or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Company as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision; or

(e) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in Section 881(c)(3) of the Code or any successor provision;

(2) to any Holder that is not the sole beneficial owner of the Securities, or a portion of the Securities, or that is a fiduciary, partnership, limited liability company or other fiscally transparent entity, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership, limited liability company or other fiscally transparent entity would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(3) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to comply with certification, identification or information reporting requirements

concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of Securities, if compliance is required by statute, by regulation of the United States or any taxing authority therein, by an applicable income tax treaty to which the United States is a party or as a precondition to exemption from, or reduction in such tax, assessment or other governmental charge;

(4) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or an applicable withholding agent from the payment;

(5) to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(6) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge or excise tax imposed on the transfer of Securities;

(7) to any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on any Securities, if such payment can be made without such withholding by at least one other paying agent;

(8) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any Security, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(9) to any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner being a bank (i) purchasing the Securities in the ordinary course of its lending business or (ii) that is neither (A) buying the notes for investment purposes only nor (B) buying the Securities for resale to a third party that either is not a bank or holding the Securities for investment purposes only;

(10) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code whether currently in effect or as published and amended from time to time; or

(11) in the case of any combination of items (1) through (10) above.

The Securities are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Securities. Except as specifically provided herein, the Company will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used herein, the term "United States" means the United States of America, the states of the United States, and the District of Columbia, and the term "United States person" means any individual who is a citizen or resident of the United States for United States federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

If the Company is required to pay additional amounts with respect to the Securities, the Company will notify the Trustee and the Paying Agent pursuant to a certificate signed by a duly authorized officer that specifies the additional amounts payable and when the additional amounts are payable. If the Trustee and the Paying Agent do not receive such an officer's certificate from us, the Trustee and the Paying Agent may rely on the absence of such an officer's certificate in assuming that no such additional amounts are payable.

Notice of redemption will be sent to Holders of Securities, not more than 60 days nor less than 10 days prior to the date fixed for redemption, all as provided in the Indenture.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

“*Comparable Government Bond*” means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German government bond whose maturity is closest to the maturity of the Securities to be redeemed, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

“*Comparable Government Bond Rate*” means, with respect to any redemption date, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Securities to be redeemed, if they were to be purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield on such Business Day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Company.

Subject to certain conditions set forth in the Indenture, the Company at any time may discharge or defease some of or all of its obligations under this Security and the Indenture in accordance with Section 4.03 of the Indenture.

All payments of interest and principal, including payments made upon any redemption of the Securities of this series, will be payable in Euros. If the Euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond its control or if the Euro is no longer being used by the then member states of the European Monetary Union that have adopted the Euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Securities of this series will be made in United States dollars until the Euro is again available to the Company or so used. The amount payable on any date in Euros will be converted into United States dollars on the basis of the most recently available market exchange rate for Euros. Any payment in respect of the Securities so made in United States dollars will not constitute an Event of Default under this Security or the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding (with each series voting as a separate class in certain cases specified in the Indenture, or with all series voting as one class, in certain other cases specified in the Indenture), on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notification of such consent or waiver is made upon this Security.

As set forth in, and subject to, the provisions of the Indenture, no Holder of any Security of this series will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless such Holder shall have previously given to the Trustee written notice at the Corporate Trust Office of a continuing Event of Default with respect to this series, the Holders of not less than 25% in principal amount of the Outstanding Securities of this series and all other affected series shall have made written request to the Trustee to institute such proceeding as trustee (and offered security or indemnity satisfactory to the Trustee), and the Trustee shall not have received from the Holders of a majority in principal amount of the Outstanding Securities of all affected series a direction inconsistent with such request and shall have failed to institute such proceedings within 60 days; *provided*,

*however*, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of (and premium, if any) or any interest on this Security on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and any interest on this Security at the times, places and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of (and premium, if any) and any interest on such Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. The Company and the Trustee shall be entitled to request an opinion of counsel providing that the transfer complies with applicable securities laws.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Notwithstanding anything in the Indenture or in the terms of this Security to the contrary, the exchange of this Security for a Security will be subject to satisfaction of the provisions of the United States tax laws in effect at the time of the exchange. Neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be required to exchange this Security for a Security if (a) as a result thereof and in the Company's judgment, the Company would incur adverse consequences under then applicable United States Federal income tax laws and (b) in the case of the Trustee or any agent of the Company or the Trustee, the Company shall have delivered to such Person an Officer's Certificate and an Opinion of Counsel as to the matters set forth in clause (a) above.

The Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

**EXHIBIT D**

**[Form of 1.408% Note due 2039]**

**[Face of Security]**

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK, S.A./N.V., AS OPERATOR OF THE EUROCLEAR SYSTEM (“EUROCLEAR”) AND CLEARSTREAM BANKING, SOCIÉTÉ ANONYME (“CLEARSTREAM,” AND TOGETHER WITH EUROCLEAR, “CLEARING SYSTEMS”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF BT GLOBENET NOMINEES LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CLEARING SYSTEMS (AND ANY PAYMENT IS MADE TO BT GLOBENET NOMINEES LIMITED OR TO SUCH OTHER ENTITY AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CLEARING SYSTEMS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, BT GLOBENET NOMINEES LIMITED, HAS AN INTEREST HEREIN.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE COMMON DEPOSITARY (OR A NOMINEE THEREOF) FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND DEPOSITED WITH, CLEARSTREAM AND/OR EUROCLEAR (THE “COMMON DEPOSITARY”). THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN THE COMMON DEPOSITARY OR OTHER DULY APPOINTED DEPOSITARY OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

**EXXON MOBIL CORPORATION**

No. [ ]

€[ ]

CUSIP / ISIN / Common Code: U30276 AD8 / XS2196324011 / 219632401

EXXON MOBIL CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey (herein called the “Company”, which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Deutsche Bank AG, London Branch, as common depositary for Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme, the principal sum of [ ] EUROS on June 26, 2039 and to pay interest thereon from June 26, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually in arrears on June 26 in each year, commencing on June 26, 2021 at the rate of 1.408% per annum, computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Securities (or from June 26, 2020, if no interest has been paid on the Securities), to but excluding the next scheduled Interest Payment Date, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest next preceding such Interest Payment Date. Except as otherwise provided in the Indenture, any such interest not so timely paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Company, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the office or agency of the Company maintained for that purpose, pursuant to the Indenture, which shall initially be the Corporate Trust Office of the Trustee located at 60 Wall Street, 24th Floor, Trust & Agency Services, New York,

New York 10005, in such coin or currency of the European Monetary Union as at the time of payment is legal tender for payment of public and private debt. The Company, by or through the Paying Agent or one or more additional paying agents, may at its option pay interest by check payable in such money mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; provided, however, that payments in connection with Global Securities to the Common Depositary will be made by wire transfer of immediately available funds to the account of the Common Depositary or its nominee.

Reference is hereby made to the further provisions of this Security set forth on the reverse side hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof, directly or through an Authenticating Agent, by manual signature of an authorized signatory, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: June 26, 2020

EXXON MOBIL CORPORATION

By: \_\_\_\_\_  
Title:

**CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated herein issued under the Indenture described herein.

Dated: June 26, 2020

DEUTSCHE BANK TRUST COMPANY AMERICAS, as  
Trustee

By: \_\_\_\_\_  
Title: Authorized Signatory

## [Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014, between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee”, which term includes any successor trustee under the Indenture) (as amended and supplemented by a first supplemental indenture, dated as of the date hereof, between the Company and the Trustee, and as further supplemented by the Officer’s Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the “Indenture”), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to €1,000,000,000, subject to (i) the Company’s right from time to time, without giving notice to or seeking the consent of the holders of the Securities, to issue an unlimited amount of additional securities in one or more series having the same ranking and the same interest rate, maturity and other terms as the Securities other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities (such additional securities having such similar terms, together with the Securities of this series, constituting a single issue of Securities under the Indenture), *provided* that if such additional securities are not fungible with the then-outstanding Securities of this series for U.S. federal income tax purposes, the additional securities shall have a separate CUSIP, ISIN, common code or other identifying number, as applicable, and (ii) Securities of this series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of this series pursuant to the provisions of the Indenture. The Securities of this series are issuable as Securities only in registered form, without coupons in denominations of €100,000 or any integral multiple of €1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of any authorized denominations, as requested by the Holder surrendering the same, upon surrender of the Security or Securities to be exchanged at any office or agency described below where Securities of this series may be presented for registration of transfer.

Any or all of the Securities of this series are redeemable at the Company’s option at any time. The redemption price for any Securities to be redeemed on any date fixed for redemption by or pursuant to the Indenture and the Securities (a “Redemption Date”) that is prior to December 26, 2038 (six months before Maturity of the Securities) will be equal to the greater of the following amounts:

- 100% of the principal amount of the Securities being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the Securities being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate, plus 25 basis points;

plus, in each case, accrued and unpaid interest on the Securities to such Redemption Date.

The redemption price for any Securities to be redeemed on a Redemption Date that is on or after December 26, 2038 (six months before Maturity of the Securities) will be equal to 100% of the principal amount of the Securities being redeemed on such Redemption Date, plus accrued and unpaid interest on such Securities to such Redemption Date.

Notwithstanding the foregoing, installments of interest on the Securities that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the relevant Interest Payment Date to the Holders of the Securities as of the close of business on the Regular Record Date immediately preceding such Interest Payment Date. The redemption price will be calculated on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Securities (or from June 26, 2020, if no interest has been paid on the Securities), to but excluding the redemption date (ACTUAL/ACTUAL (ICMA)).

Partial redemption must be made in an amount not less than €100,000 or any integral multiple of €1,000 in excess thereof.

If (a) the Company becomes or will become obligated to pay additional amounts with respect to any of the Securities as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of the United States (or any political subdivision or taxing authority thereof or therein), or any change in, or amendments to, any official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is publicly announced and becomes effective, on or after June 23, 2020 or (b) a taxing authority of the United States takes an action on or after June 23, 2020, whether or not with respect to the Company or any of its affiliates, that results in a substantial probability that the Company will or may be required to pay such additional amounts, then the Company may, at its option, redeem, as a whole, but not in part, the applicable series of the Securities on any interest payment date on not less than 10 nor more than 60 days' prior notice, at a redemption price equal to 100% of their principal amount, together with interest accrued thereon to the date fixed for redemption. No redemption pursuant to subclause (b) above shall be made unless the Company shall have received an opinion of independent counsel to the effect that an act taken by a taxing authority of the United States results in a substantial probability that the Company will or may be required to pay the additional amounts described herein, the Company shall have delivered to the trustee a certificate, signed by a duly authorized officer, stating that based on such opinion the Company is entitled to redeem the Securities pursuant to their terms.

The Company will, subject to the exceptions and limitations set forth below, pay as additional interest on the Securities such additional amounts as are necessary in order that the net payment by the Company or the Paying Agent of the principal of and interest on the Securities to a Holder that is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the Securities to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

(1) to any tax, assessment or other governmental charge that is imposed by reason of the Holder (or the beneficial owner for whose benefit such holder holds such Security), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder or beneficial owner if the Holder or beneficial owner is an estate, trust, partnership, corporation or other entity, or a person holding a power over an estate or trust administered by a fiduciary holder, being considered as:

(a) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;

(b) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the Securities or the receipt of any payment or the enforcement of any rights thereunder), including being or having been a citizen or resident of the United States;

(c) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States federal income tax purposes, a foreign tax-exempt organization or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Company as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision; or

(e) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in Section 881(c)(3) of the Code or any successor provision;

(2) to any Holder that is not the sole beneficial owner of the Securities, or a portion of the Securities, or that is a fiduciary, partnership, limited liability company or other fiscally transparent entity, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership, limited liability company or other fiscally transparent entity would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(3) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner

of Securities, if compliance is required by statute, by regulation of the United States or any taxing authority therein, by an applicable income tax treaty to which the United States is a party or as a precondition to exemption from, or reduction in such tax, assessment or other governmental charge;

(4) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or an applicable withholding agent from the payment;

(5) to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(6) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge or excise tax imposed on the transfer of Securities;

(7) to any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on any Securities, if such payment can be made without such withholding by at least one other paying agent;

(8) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder of any Security, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(9) to any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner being a bank (i) purchasing the Securities in the ordinary course of its lending business or (ii) that is neither (A) buying the notes for investment purposes only nor (B) buying the Securities for resale to a third party that either is not a bank or holding the Securities for investment purposes only;

(10) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code whether currently in effect or as published and amended from time to time; or

(11) in the case of any combination of items (1) through (10) above.

The Securities are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the Securities. Except as specifically provided herein, the Company will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used herein, the term "United States" means the United States of America, the states of the United States, and the District of Columbia, and the term "United States person" means any individual who is a citizen or resident of the United States for United States federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source.

If the Company is required to pay additional amounts with respect to the Securities, the Company will notify the Trustee and the Paying Agent pursuant to a certificate signed by a duly authorized officer that specifies the additional amounts payable and when the additional amounts are payable. If the Trustee and the Paying Agent do not receive such an officer's certificate from us, the Trustee and the Paying Agent may rely on the absence of such an officer's certificate in assuming that no such additional amounts are payable.

Notice of redemption will be sent to Holders of Securities, not more than 60 days nor less than 10 days prior to the date fixed for redemption, all as provided in the Indenture.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

“*Comparable Government Bond*” means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by the Company, a German government bond whose maturity is closest to the maturity of the Securities to be redeemed, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other German government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, German government bonds selected by the Company, determine to be appropriate for determining the Comparable Government Bond Rate.

“*Comparable Government Bond Rate*” means, with respect to any redemption date, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Securities to be redeemed, if they were to be purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield on such Business Day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by an independent investment bank selected by the Company.

Subject to certain conditions set forth in the Indenture, the Company at any time may discharge or defease some of or all of its obligations under this Security and the Indenture in accordance with Section 4.03 of the Indenture.

All payments of interest and principal, including payments made upon any redemption of the Securities of this series, will be payable in Euros. If the Euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond its control or if the Euro is no longer being used by the then member states of the European Monetary Union that have adopted the Euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Securities of this series will be made in United States dollars until the Euro is again available to the Company or so used. The amount payable on any date in Euros will be converted into United States dollars on the basis of the most recently available market exchange rate for Euros. Any payment in respect of the Securities so made in United States dollars will not constitute an Event of Default under this Security or the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding (with each series voting as a separate class in certain cases specified in the Indenture, or with all series voting as one class, in certain other cases specified in the Indenture), on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notification of such consent or waiver is made upon this Security.

As set forth in, and subject to, the provisions of the Indenture, no Holder of any Security of this series will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless such Holder shall have previously given to the Trustee written notice at the Corporate Trust Office of a continuing Event of Default with respect to this series, the Holders of not less than 25% in principal amount of the Outstanding Securities of this series and all other affected series shall have made written request to the Trustee to institute such proceeding as trustee (and offered security or indemnity satisfactory to the Trustee), and the Trustee shall not have received from the Holders of a majority in principal amount of the Outstanding Securities of all affected series a direction inconsistent with such request and shall have failed to institute such proceedings within 60 days; *provided, however*, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of (and premium, if any) or any interest on this Security on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and any interest on this Security at the times, places and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of (and premium, if any) and any interest on such Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. The Company and the Trustee shall be entitled to request an opinion of counsel providing that the transfer complies with applicable securities laws.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

Notwithstanding anything in the Indenture or in the terms of this Security to the contrary, the exchange of this Security for a Security will be subject to satisfaction of the provisions of the United States tax laws in effect at the time of the exchange. Neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be required to exchange this Security for a Security if (a) as a result thereof and in the Company's judgment, the Company would incur adverse consequences under then applicable United States Federal income tax laws and (b) in the case of the Trustee or any agent of the Company or the Trustee, the Company shall have delivered to such Person an Officer's Certificate and an Opinion of Counsel as to the matters set forth in clause (a) above.

The Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

## OPINION OF DAVIS POLK &amp; WARDWELL LLP

June 26, 2020

Exxon Mobil Corporation  
5959 Las Colinas Boulevard  
Irving, Texas 75039-2298

Ladies and Gentlemen:

Exxon Mobil Corporation, a New Jersey corporation (the “**Company**”), has filed with the Securities and Exchange Commission a Registration Statement on Form S-3 (File No. 333-237052) (the “**Registration Statement**”) for the purpose of registering under the Securities Act of 1933, as amended (the “**Securities Act**”), certain debt securities, including €1,500,000,000 aggregate principal amount of its 0.142% Notes due 2024, €1,000,000,000 aggregate principal amount of its 0.524% Notes due 2028, €1,000,000,000 aggregate principal amount of its 0.835% Notes due 2032 and €1,000,000,000 aggregate principal amount of its 1.408% Notes due 2039 (together, the “**Securities**”). The Securities are to be issued pursuant to the provisions of the indenture dated March 20, 2014 between the Company and Deutsche Bank Trust Company Americas, as trustee (the “**Trustee**”), as amended and supplemented by a first supplemental indenture dated June 26, 2020 between the Company and the Trustee and as further supplemented by an officer’s certificate of the Vice President, Treasurer and General Tax Counsel of the Company dated June 26, 2020 (together, the “**Indenture**”). The Securities are to be sold pursuant to the Underwriting Agreement dated June 23, 2020 among the Company and the several underwriters named therein.

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

In rendering the opinion expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all signatures on all documents that we reviewed are genuine, (iv) all natural persons executing documents had and have the legal capacity to do so, (v) all statements in certificates of public officials and officers of the Company that we reviewed were and are accurate and (vi) all representations made by the Company as to matters of fact in the documents that we reviewed were and are accurate.

Based on the foregoing, and subject to the additional assumptions and qualifications set forth below, we advise you that, in our opinion, assuming the Securities have been duly executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to the Underwriting Agreement, the Securities will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, concepts of reasonableness and equitable principles of general applicability, provided that we express no opinion as to the enforceability of any waiver of rights under any usury or stay law.

In connection with the opinion expressed above, we have assumed that the Company is validly existing as a corporation in good standing under the laws of the State of New Jersey. In addition, we have assumed that the Indenture and the Securities (collectively, the “**Documents**”) are valid, binding and enforceable agreements of each party thereto (other than as expressly covered above in respect of the Company). We have also assumed that the execution, delivery and performance by each party to each Document to which it is a party (a) are within its corporate powers, (b) do not contravene, or constitute a default under, the certificate of incorporation or bylaws or other constitutive documents of such party, (c) require no action by or in respect of, or filing with, any governmental body, agency or official and (d) do not contravene, or constitute a default under, any provision of applicable law or regulation or any judgment, injunction, order or decree or any agreement or other instrument binding upon such party, provided that we make no such assumption to the extent that we have specifically opined as to such matters with respect to the Company.

We are members of the Bar of the State of New York and the foregoing opinion is limited to the laws of the State of New York, except that we express no opinion as to any law, rule or regulation that is applicable to the Company, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

We hereby consent to the filing of this opinion as an exhibit to a current report on Form 8-K to be filed by the Company on the date hereof and its incorporation by reference into the Registration Statement and further consent to the reference to our name under the caption “Validity of the Notes” in the prospectus supplements relating to the Securities that are part of the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Davis Polk & Wardwell LLP

## OPINION OF LISA K. BORK, ESQ.

June 26, 2020

Exxon Mobil Corporation  
5959 Las Colinas Boulevard  
Irving, Texas 75039-2298

Ladies and Gentlemen:

I am Executive Counsel – Corporate of Exxon Mobil Corporation, a New Jersey corporation (the “**Company**”). The Company has filed with the Securities and Exchange Commission a Registration Statement on Form S-3 (File No. 333-237052) (the “**Registration Statement**”) for the purpose of registering under the Securities Act of 1933, as amended (the “**Securities Act**”), certain debt securities, including €1,500,000,000 aggregate principal amount of its 0.142% Notes due 2024, €1,000,000,000 aggregate principal amount of its 0.524% Notes due 2028, €1,000,000,000 aggregate principal amount of its 0.835% Notes due 2032 and €1,000,000,000 aggregate principal amount of its 1.408% Notes due 2039 (together, the “**Securities**”). The Securities are to be issued pursuant to the provisions of the indenture dated March 20, 2014 between the Company and Deutsche Bank Trust Company Americas, as trustee (the “**Trustee**”), as amended and supplemented by a first supplemental indenture dated June 26, 2020 between the Company and the Trustee and as further supplemented by an officer’s certificate of the Vice President, Treasurer and General Tax Counsel of the Company dated June 26, 2020 (together, the “**Indenture**”). The Securities are to be sold pursuant to the Underwriting Agreement dated June 23, 2020 among the Company and the several underwriters named therein. The Indenture and the Securities are herein referred to as the “**Documents**.”

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 signatures on all documents that I reviewed are genuine, (iv) all natural persons executing documents had and have the legal capacity to do so, (v) all statements in certificates of public officials and officers of the Company that I reviewed were and are accurate and (vi) 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 and to perform its obligations thereunder.
2. The Indenture has been duly authorized, executed and delivered by the Company.
3. The Securities have been duly authorized by the Company.

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 and the federal laws of the United States of America, except that I express no opinion as to any law, rule or regulation that is applicable to the Company, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

Davis Polk & Wardwell LLP, special counsel to the Company, may rely upon this opinion in rendering its opinion of even date herewith.

I hereby consent to the filing of this opinion as an exhibit to a current report on Form 8-K to be filed by the Company on the date hereof and its incorporation by reference into the Registration Statement and further consent to the reference to my name under the caption "**Validity of the Notes**" in any prospectus supplement relating to the Securities 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/ Lisa K. Bork, Esq.