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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): February 29, 2016**

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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) 444-1000**

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

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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))
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Item 8.01 Other Events

On February 29, 2016, Exxon Mobil Corporation (the “Company”) entered into an underwriting agreement (the “Underwriting Agreement”) with Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as managers of the several underwriters named therein, for the issuance and sale by the Company of (i) \$750,000,000 aggregate principal amount of its Floating Rate Notes due 2018 (the “2018 Floating Rate Notes”), (ii) \$250,000,000 aggregate principal amount of its Floating Rate Notes due 2019 (the “2019 Floating Rate Notes” and, together with the 2018 Floating Rate Notes, the “Floating Rate Notes”), (iii) \$1,000,000,000 aggregate principal amount of its 1.439% Notes due 2018 (the “2018 Fixed Rate Notes”), (iv) \$1,250,000,000 aggregate principal amount of its 1.708% Notes due 2019 (the “2019 Fixed Rate Notes”), (v) \$2,500,000,000 aggregate principal amount of its 2.222% Notes due 2021 (the “2021 Fixed Rate Notes”), (vi) \$1,250,000,000 aggregate principal amount of its 2.726% Notes due 2023 (the “2023 Fixed Rate Notes”), (vii) \$2,500,000,000 aggregate principal amount of its 3.043% Notes due 2026 (the “2026 Fixed Rate Notes”) and (viii) \$2,500,000,000 aggregate principal amount of its 4.114% Notes due 2046 (the “2046 Fixed Rate Notes” and, together with the 2018 Fixed Rate Notes, the 2019 Fixed Rate Notes, the 2021 Fixed Rate Notes, the 2023 Fixed Rate Notes and the 2026 Fixed Rate Notes, the “Fixed Rate Notes”).

The Floating Rate Notes and the Fixed Rate Notes (together, 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, as supplemented by an officer’s certificate (the “Officer’s Certificate”) dated March 3, 2016 establishing the terms and forms of the Notes.

The Notes were offered pursuant to the Company’s Registration Statement on Form S-3 filed with the Securities and Exchange Commission on March 17, 2014 (Reg. No. 333-194609) (the “Registration Statement”).

The Underwriting Agreement and the Officer’s Certificate (including the forms of the Notes) are filed as Exhibits 1.1 and 4.2, 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 James E. Parsons, Esq., Coordinator – Corporate Securities and Finance Law 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	Underwriting Agreement dated February 29, 2016 among Exxon Mobil Corporation, Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as managers of the underwriters named therein
4.1	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)
4.2	Officer’s Certificate of Exxon Mobil Corporation dated March 3, 2016
4.3	Form of Global Note representing the 2018 Floating Rate Notes (included in Exhibit 4.2)
4.4	Form of Global Note representing the 2019 Floating Rate Notes (included in Exhibit 4.2)
4.5	Form of Global Note representing the 2018 Fixed Rate Notes (included in Exhibit 4.2)
4.6	Form of Global Note representing the 2019 Fixed Rate Notes (included in Exhibit 4.2)
4.7	Form of Global Note representing the 2021 Fixed Rate Notes (included in Exhibit 4.2)
4.8	Form of Global Note representing the 2023 Fixed Rate Notes (included in Exhibit 4.2)
4.9	Form of Global Note representing the 2026 Fixed Rate Notes (included in Exhibit 4.2)

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- 4.10 Form of Global Note representing the 2046 Fixed Rate Notes (included in Exhibit 4.2)
  - 5.1 Opinion of Davis Polk & Wardwell LLP
  - 5.2 Opinion of James E. Parsons, Esq., Coordinator – Corporate Securities and Finance Law of Exxon Mobil Corporation
  - 23.1 Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)
  - 23.2 Consent of James E. Parsons, Esq. (included in Exhibit 5.2)

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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: March 3, 2016

EXXON MOBIL CORPORATION

By: /s/ Robert N. Schleckser  
Name: Robert N. Schleckser  
Title: Vice President and Treasurer

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INDEX TO EXHIBITS

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23.2	Consent of James E. Parsons, Esq. (included in Exhibit 5.2)

## UNDERWRITING AGREEMENT

February 29, 2016  
Exxon Mobil Corporation  
5959 Las Colinas Boulevard  
Irving, Texas 75039

Ladies and Gentlemen:

We (the “Manager”) understand that Exxon Mobil Corporation, a New Jersey corporation (the “Company”), proposes to issue and sell \$750,000,000 aggregate principal amount of its Floating Rate Notes due 2018 (the “2018 Floating Rate Notes”), \$250,000,000 aggregate principal amount of its Floating Rate Notes due 2019 (the “2019 Floating Rate Notes” and, together with the 2018 Floating Rate Notes, the “Floating Rate Notes”), \$1,000,000,000 aggregate principal amount of its 1.439% Notes due 2018 (the “2018 Fixed Rate Notes”), \$1,250,000,000 aggregate principal amount of its 1.708% Notes due 2019 (the “2019 Fixed Rate Notes”), \$2,500,000,000 aggregate principal amount of its 2.222% Notes due 2021 (the “2021 Fixed Rate Notes”), \$1,250,000,000 aggregate principal amount of its 2.726% Notes due 2023 (the “2023 Fixed Rate Notes”), \$2,500,000,000 aggregate principal amount of its 3.043% Notes due 2026 (the “2026 Fixed Rate Notes”) and \$2,500,000,000 aggregate principal amount of its 4.114% Notes due 2046 (the “2046 Fixed Rate Notes” and, together with the 2018 Fixed Rate Notes, the 2019 Fixed Rate Notes, the 2021 Fixed Rate Notes, the 2023 Fixed Rate Notes and the 2026 Fixed Rate Notes, the “Fixed Rate Notes”). The Fixed Rate Notes together with the Floating Rate Notes are referred to herein as 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 named below (the “Underwriters”) severally agree to purchase (i) the 2018 Floating Rate Notes at 99.920% of the principal amount of such 2018 Floating Rate Notes and accrued interest from March 3, 2016, if any, to the date of payment and delivery, (ii) the 2019 Floating Rate Notes at 99.900% of the principal amount of such 2019 Floating Rate Notes and accrued interest from March 3, 2016, if any, to the date of payment and delivery, (iii) the 2018 Fixed Rate Notes at 99.920% of the principal amount of such 2018 Fixed Rate Notes and accrued interest from March 3, 2016, if any, to the date of payment and delivery, (iv) the 2019 Fixed Rate Notes at 99.900% of the principal amount of such 2019 Fixed Rate Notes and accrued interest from March 3, 2016, if any, to the date of payment and delivery, (v) the 2021 Fixed Rate Notes at 99.880% of the principal amount of such 2021 Fixed Rate Notes and accrued interest from March 3, 2016, if any, to the date of payment and delivery, (vi) the 2023 Fixed Rate Notes at 99.850% of the principal amount of such 2023 Fixed Rate Notes and accrued interest from March 3, 2016, if any, to the date of payment and delivery, (vii) the 2026 Fixed Rate Notes at 99.800% of the principal amount of such 2026 Fixed Rate Notes and accrued interest from March 3, 2016, if any, to the date of payment and delivery and (viii) the 2046 Fixed Rate Notes at 99.575% of the principal amount of such 2046 Fixed Rate Notes and accrued interest from March 3, 2016, if any, to the date of payment and delivery.

Name of Underwriter	Principal Amount of 2018 Floating Rate Notes	Principal Amount of 2019 Floating Rate Notes	Principal Amount of 2018 Fixed Rate Notes	Principal Amount of 2019 Fixed Rate Notes	Principal Amount of 2021 Fixed Rate Notes	Principal Amount of 2023 Fixed Rate Notes	Principal Amount of 2026 Fixed Rate Notes	Principal Amount of 2046 Fixed Rate Notes
Citigroup Global Markets Inc.	\$ 199,375,000	\$ 66,458,000	\$ 265,834,000	\$ 332,292,000	\$ 664,583,000	\$ 332,292,000	\$ 664,583,000	\$ 664,583,000
J.P. Morgan Securities LLC	\$ 199,375,000	\$ 66,459,000	\$ 265,833,000	\$ 332,291,000	\$ 664,584,000	\$ 332,291,000	\$ 664,583,000	\$ 664,584,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	\$ 199,375,000	\$ 66,458,000	\$ 265,833,000	\$ 332,292,000	\$ 664,583,000	\$ 332,292,000	\$ 664,584,000	\$ 664,583,000
Barclays Capital Inc.	\$ 48,750,000	\$ 16,250,000	\$ 65,000,000	\$ 81,250,000	\$ 162,500,000	\$ 81,250,000	\$ 162,500,000	\$ 162,500,000
Morgan Stanley & Co. LLC	\$ 48,750,000	\$ 16,250,000	\$ 65,000,000	\$ 81,250,000	\$ 162,500,000	\$ 81,250,000	\$ 162,500,000	\$ 162,500,000
BNP Paribas Securities Corp.	\$ 5,625,000	\$ 1,875,000	\$ 7,500,000	\$ 9,375,000	\$ 18,750,000	\$ 9,375,000	\$ 18,750,000	\$ 18,750,000
HSBC Securities (USA) Inc.	\$ 5,625,000	\$ 1,875,000	\$ 7,500,000	\$ 9,375,000	\$ 18,750,000	\$ 9,375,000	\$ 18,750,000	\$ 18,750,000
Mizuho Securities USA Inc.	\$ 5,625,000	\$ 1,875,000	\$ 7,500,000	\$ 9,375,000	\$ 18,750,000	\$ 9,375,000	\$ 18,750,000	\$ 18,750,000
SG Americas Securities, LLC	\$ 5,625,000	\$ 1,875,000	\$ 7,500,000	\$ 9,375,000	\$ 18,750,000	\$ 9,375,000	\$ 18,750,000	\$ 18,750,000
Standard Chartered Bank	\$ 5,625,000	\$ 1,875,000	\$ 7,500,000	\$ 9,375,000	\$ 18,750,000	\$ 9,375,000	\$ 18,750,000	\$ 18,750,000
BNY Mellon Capital Markets, LLC	\$ 3,750,000	\$ 1,250,000	\$ 5,000,000	\$ 6,250,000	\$ 12,500,000	\$ 6,250,000	\$ 12,500,000	\$ 12,500,000
Credit Agricole Securities (USA) Inc.	\$ 3,750,000	\$ 1,250,000	\$ 5,000,000	\$ 6,250,000	\$ 12,500,000	\$ 6,250,000	\$ 12,500,000	\$ 12,500,000
Deutsche Bank Securities Inc.	\$ 3,750,000	\$ 1,250,000	\$ 5,000,000	\$ 6,250,000	\$ 12,500,000	\$ 6,250,000	\$ 12,500,000	\$ 12,500,000
Lebenthal & Co., LLC	\$ 3,750,000	\$ 1,250,000	\$ 5,000,000	\$ 6,250,000	\$ 12,500,000	\$ 6,250,000	\$ 12,500,000	\$ 12,500,000
The Williams Capital Group, L.P.	\$ 3,750,000	\$ 1,250,000	\$ 5,000,000	\$ 6,250,000	\$ 12,500,000	\$ 6,250,000	\$ 12,500,000	\$ 12,500,000
U.S. Bancorp Investments, Inc.	\$ 3,750,000	\$ 1,250,000	\$ 5,000,000	\$ 6,250,000	\$ 12,500,000	\$ 6,250,000	\$ 12,500,000	\$ 12,500,000
Wells Fargo Securities, LLC	\$ 3,750,000	\$ 1,250,000	\$ 5,000,000	\$ 6,250,000	\$ 12,500,000	\$ 6,250,000	\$ 12,500,000	\$ 12,500,000
Total:	\$ 750,000,000	\$ 250,000,000	\$ 1,000,000,000	\$ 1,250,000,000	\$ 2,500,000,000	\$ 1,250,000,000	\$ 2,500,000,000	\$ 2,500,000,000

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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 10:00 a.m. (New York time) on March 3, 2016, or at such other time as shall be designated by the Manager.

The Offered Securities will have the terms and conditions set forth in "Description of Notes" in the prospectus supplement for the Offered Securities dated February 29, 2016, 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:	\$750,000,000 for the 2018 Floating Rate Notes, \$250,000,000 for the 2019 Floating Rate Notes, \$1,000,000,000 for the 2018 Fixed Rate Notes, \$1,250,000,000 for the 2019 Fixed Rate Notes, \$2,500,000,000 for the 2021 Fixed Rate Notes, \$1,250,000,000 for the 2023 Fixed Rate Notes, \$2,500,000,000 for the 2026 Fixed Rate Notes and \$2,500,000,000 for the 2046 Fixed Rate Notes, in each case subject to further issuances, as described below.
Maturity:	February 28, 2018 for the 2018 Floating Rate Notes, March 1, 2019 for the 2019 Floating Rate Notes, March 1, 2018 for the 2018 Fixed Rate Notes, March 1, 2019 for the 2019 Fixed Rate Notes, March 1, 2021 for the 2021 Fixed Rate Notes, March 1, 2023 for the 2023 Fixed Rate Notes, March 1, 2026 for the 2026 Fixed Rate Notes and March 1, 2046 for the 2046 Fixed Rate Notes.
Interest Rate:	Three-month LIBOR plus 0.600% per annum for the 2018 Floating Rate Notes and three-month LIBOR plus 0.780% per annum for the 2019 Floating Rate Notes, in each case computed on the basis of a 360-day year and the actual number of days that have elapsed in the applicable interest period. 1.439% per annum for the 2018 Fixed Rate Notes, 1.708% per annum for the 2019 Fixed



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Rate Notes, 2.222% per annum for the 2021 Fixed Rate Notes, 2.726% per annum for the 2023 Fixed Rate Notes, 3.043% per annum for the 2026 Fixed Rate Notes, and 4.114% per annum for the 2046 Fixed Rate Notes, in each case computed on the basis of a 360-day year comprised of twelve 30-day months.

Optional Redemption Provisions:

The Company does not have the right to redeem the Floating Rate Notes of either series prior to maturity. The Company may redeem all or a portion of the 2018 Fixed Rate Notes at any time prior to maturity, all or a portion of the 2019 Fixed Rate Notes at any time prior to maturity, all or a portion of the 2021 Fixed Rate Notes at any time prior to February 1, 2021 (one month prior to the maturity date of the 2021 Fixed Rate Notes), all or a portion of the 2023 Fixed Rate Notes at any time prior to January 1, 2023 (two months prior to the maturity date of the 2023 Fixed Rate Notes), all or a portion of the 2026 Fixed Rate Notes at any time prior to December 1, 2025 (three months prior to the maturity date of the 2026 Fixed Rate Notes), or all or a portion of the 2046 Fixed Rate Notes, at any time prior to September 1, 2045 (six months prior to the maturity date of the 2046 Fixed Rate Notes), at a redemption price equal to the greater of (i) 100% of the principal amount of the 2018 Fixed Rate Notes, the 2019 Fixed Rate Notes, the 2021 Fixed Rate Notes, the 2023 Fixed Rate Notes, the 2026 Fixed Rate Notes or the 2046 Fixed Rate Notes, as the case may be, then outstanding to be redeemed or (ii) 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 2018 Fixed

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Rate Notes, the 2019 Fixed Rate Notes, the 2021 Fixed Rate Notes, the 2023 Fixed Rate Notes, the 2026 Fixed Rate Notes or the 2046 Fixed Rate Notes, as the case may be, to be redeemed discounted to their present value as of the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the applicable treasury rate (as defined under “Description of Notes” in the prospectus supplement for the Notes), *plus* 10 basis points in the case of any redemption of the 2018 Fixed Rate Notes, 12.5 basis points, in the case of any redemption of the 2019 Fixed Rate Notes, 15 basis points, in the case of any redemption of the 2021 Fixed Rate Notes, 20 basis points, in the case of any redemption of the 2023 Fixed Rate Notes, 20 basis points, in the case of any redemption of the 2026 Fixed Rate Notes or 25 basis points in the case of any redemption of the 2046 Fixed Rate Notes, *plus*, in each case, accrued and unpaid interest to but excluding the date of redemption.

In addition, in the case of the 2021 Fixed Rate Notes, on and after February 1, 2021 (one month prior to the maturity date of the 2021 Fixed Rate Notes), in the case of the 2023 Fixed Rate Notes, on and after January 1, 2023 (two months prior to the maturity date of the 2023 Fixed Rate Notes), in the case of the 2026 Fixed Rate Notes, on and after December 1, 2025 (three months prior to the maturity date of the 2026 Fixed Rate Notes) and in the case of the 2046 Fixed Rate Notes, on and after September 1, 2045 (six months prior to the maturity date of the 2046 Fixed Rate Notes), the Company may redeem the 2021 Fixed Rate Notes, 2023 Fixed Rate Notes,

Interest Payment Dates:	<p>2026 Fixed Rate Notes or the 2046 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 2021 Fixed Rate Notes, 2023 Fixed Rate Notes, 2026 Fixed Rate Notes or the 2046 Fixed Rate Notes, as applicable, to be redeemed, <i>plus</i>, in each case, accrued and unpaid interest to but excluding the date of redemption.</p> <p>February 28, May 28, August 28 and November 28, commencing May 28, 2016 (the Interest payable on May 28, 2016 being in respect of the period commencing March 3, 2016) for the 2018 Floating Rate Notes. March 1, June 1, September 1 and December 1, commencing June 1, 2016 (the Interest payable on June 1, 2016 being in respect of the period commencing March 3, 2016) for the 2019 Floating Rate Notes. March 1 and September 1, commencing September 1, 2016 (the Interest payable on September 1, 2016 being in respect of the period commencing March 3, 2016) for the Fixed Rate Notes of each series.</p>
Form and Denomination:	<p>Global Security held through book-entry facilities of The Depository Trust Company (as described under "Description of Notes" in the prospectus supplement for the Notes). The Notes will be issued only in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.</p>
Further Issuances:	<p>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, <i>provided</i> 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.</p>

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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 February 29, 2016 and the prospectus supplement for the Offered Securities to be dated February 29, 2016:

- (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 first, second, third and fourth sentence of the sixth paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning short sales, stabilizing transactions and purchases to cover positions created by short sale by the Underwriters;
- (c) The fifth sentence of the seventh 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 tenth 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. The term “Depository” as used therein shall mean The Depository Trust Company, the term “Trade Date” as used therein shall mean February 29, 2016, and the term “Manager” as used therein shall mean Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, whose authority thereunder may be exercised by them jointly.

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For themselves and on behalf of the several Underwriters named above.

Very truly yours,

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Brian D. Bednarski  
Name: Brian D. Bednarski  
Title: Managing Director

J.P. MORGAN SECURITIES LLC

By: /s/ Robert Bottamedi  
Name: Robert Bottamedi  
Title: Vice President

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED

By: /s/ Brendan Hanley  
Name: Brendan Hanley  
Title: Managing Director

*[Signature page to Underwriting Agreement]*

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Accepted:

EXXON MOBIL CORPORATION

By: /s/ Robert N. Schleckser  
Name: Robert N. Schleckser  
Title: Vice President and Treasurer

*[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 February 29, 2016 (set forth in Schedule B)

Schedule B

Pricing Term Sheet

Exxon Mobil Corporation

\$750,000,000 Floating Rate Notes due 2018 (the “2018 Floating Rate Notes”)

\$250,000,000 Floating Rate Notes due 2019 (the “2019 Floating Rate Notes”)

Issuer: Exxon Mobil Corporation (the “Company”)

Security: Senior Unsecured Floating Rate Notes

Principal Amount: \$750,000,000 of 2018 Floating Rate Notes  
\$250,000,000 of 2019 Floating Rate Notes

Maturity Date: February 28, 2018 for the 2018 Floating Rate Notes  
March 1, 2019 for the 2019 Floating Rate Notes

Interest Rate: Three Month LIBOR plus 0.60% per annum payable and reset quarterly for the 2018 Floating Rate Notes  
Three Month LIBOR plus 0.78% per annum payable and reset quarterly for the 2019 Floating Rate Notes

Interest Payment Dates: Quarterly each February 28, May 28, August 28 and November 28, commencing May 28, 2016, for the 2018 Floating Rate Notes  
Quarterly each March 1, June 1, September 1 and December 1, commencing June 1, 2016, for the 2019 Floating Rate Notes

Price to Public: 100.000% for the 2018 Floating Rate Notes  
100.000% for the 2019 Floating Rate Notes

Trade Date: February 29, 2016

Settlement Date: March 3, 2016 (T+3)

Denominations: \$2,000 and integral multiples of \$1,000 in excess thereof

CUSIP/ISIN: 30231G AS1/US30231GAS12 for the 2018 Floating Rate Notes  
30231G AQ5/US30231GAQ55 for the 2019 Floating Rate Notes

Joint Book-Running Managers: Citigroup Global Markets Inc.  
J.P. Morgan Securities LLC  
Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
Barclays Capital Inc.  
Morgan Stanley & Co. LLC



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Senior Co-Managers:

BNP Paribas Securities Corp.  
HSBC Securities (USA) Inc.  
Mizuho Securities USA Inc.  
SG Americas Securities, LLC  
Standard Chartered Bank

Co-Managers:

BNY Mellon Capital Markets, LLC  
Credit Agricole Securities (USA) Inc.  
Deutsche Bank Securities Inc.  
Lebenthal & Co., LLC  
The Williams Capital Group, L.P.  
U.S. Bancorp Investments, Inc.  
Wells Fargo Securities, LLC

\$1,000,000,000 1.439% Notes due 2018 (the “2018 Fixed Rate Notes”)  
\$1,250,000,000 1.708% Notes due 2019 (the “2019 Fixed Rate Notes”)  
\$2,500,000,000 2.222% Notes due 2021 (the “2021 Fixed Rate Notes”)  
\$1,250,000,000 2.726% Notes due 2023 (the “2023 Fixed Rate Notes”)  
\$2,500,000,000 3.043% Notes due 2026 (the “2026 Fixed Rate Notes”)  
\$2,500,000,000 4.114% Notes due 2046 (the “2046 Fixed Rate Notes”)

Issuer: Exxon Mobil Corporation (the “Company”)

Security: Senior Unsecured Fixed Rate Notes

Principal Amount: \$1,000,000,000 of 2018 Fixed Rate Notes  
\$1,250,000,000 of 2019 Fixed Rate Notes  
\$2,500,000,000 of 2021 Fixed Rate Notes  
\$1,250,000,000 of 2023 Fixed Rate Notes  
\$2,500,000,000 of 2026 Fixed Rate Notes  
\$2,500,000,000 of 2046 Fixed Rate Notes

Maturity Date: March 1, 2018 for the 2018 Fixed Rate Notes  
March 1, 2019 for the 2019 Fixed Rate Notes  
March 1, 2021 for the 2021 Fixed Rate Notes  
March 1, 2023 for the 2023 Fixed Rate Notes  
March 1, 2026 for the 2026 Fixed Rate Notes  
March 1, 2046 for the 2046 Fixed Rate Notes

Coupon (Interest Rate): 1.439% per annum for the 2018 Fixed Rate Notes  
1.708% per annum for the 2019 Fixed Rate Notes  
2.222% per annum for the 2021 Fixed Rate Notes  
2.726% per annum for the 2023 Fixed Rate Notes  
3.043% per annum for the 2026 Fixed Rate Notes  
4.114% per annum for the 2046 Fixed Rate Notes

Interest Payment Dates: Semi-annually each March 1 and September 1, commencing September 1, 2016, for the 2018 Fixed Rate Notes, the 2019 Fixed Rate Notes, the 2021 Fixed Rate Notes, the 2023 Fixed Rate Notes, the 2026 Fixed Rate Notes and the 2046 Fixed Rate Notes

Price to Public: 100.000% for the 2018 Fixed Rate Notes  
100.000% for the 2019 Fixed Rate Notes  
100.000% for the 2021 Fixed Rate Notes  
100.000% for the 2023 Fixed Rate Notes  
100.000% for the 2026 Fixed Rate Notes  
100.000% for the 2046 Fixed Rate Notes

Benchmark Treasury:	0.750% due February 28, 2018 for the 2018 Fixed Rate Notes 0.750% due February 15, 2019 for the 2019 Fixed Rate Notes 1.125% due February 28, 2021 for the 2021 Fixed Rate Notes 1.500% due February 28, 2023 for the 2023 Fixed Rate Notes 1.625% due February 15, 2026 for the 2026 Fixed Rate Notes 3.000% due November 15, 2045 for the 2046 Fixed Rate Notes
Benchmark Treasury Yield:	0.789% for the 2018 Fixed Rate Notes 0.908% for the 2019 Fixed Rate Notes 1.222% for the 2021 Fixed Rate Notes 1.526% for the 2023 Fixed Rate Notes 1.743% for the 2026 Fixed Rate Notes 2.614% for the 2046 Fixed Rate Notes
Spread to Benchmark Treasury:	65 basis points for the 2018 Fixed Rate Notes 80 basis points for the 2019 Fixed Rate Notes 100 basis points for the 2021 Fixed Rate Notes 120 basis points for the 2023 Fixed Rate Notes 130 basis points for the 2026 Fixed Rate Notes 150 basis points for the 2046 Fixed Rate Notes
Yield to Maturity:	1.439% for the 2018 Fixed Rate Notes 1.708% for the 2019 Fixed Rate Notes 2.222% for the 2021 Fixed Rate Notes 2.726% for the 2023 Fixed Rate Notes 3.043% for the 2026 Fixed Rate Notes 4.114% for the 2046 Fixed Rate Notes
Make-Whole Call:	All or a portion of the Fixed Rate Notes will be redeemable at a redemption price equal to the greater of (i) 100% of the principal amount of the Fixed Rate Notes then outstanding to be redeemed or (ii) 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 Fixed Rate Notes to be redeemed discounted to their present value as of the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months), at any time prior to maturity at a discount rate of Treasury <i>plus</i> 10 basis points, for the 2018 Fixed Rate Notes, at any time prior to maturity at a discount rate of Treasury <i>plus</i> 12.5 basis points, for the 2019 Fixed Rate

Notes, at any time prior to February 1, 2021 (one month prior to the maturity date of the 2021 Fixed Rate Notes) at a discount rate of Treasury *plus* 15 basis points, for the 2021 Fixed Rate Notes, at any time prior to January 1, 2023 (two months prior to the maturity date of the 2023 Fixed Rate Notes) at a discount rate of Treasury *plus* 20 basis points, for the 2023 Fixed Rate Notes, at any time prior to December 1, 2025 (three months prior to the maturity date of the 2026 Fixed Rate Notes) at a discount rate of Treasury *plus* 20 basis points, for the 2026 Fixed Rate Notes, and at any time prior to September 1, 2045 (six months prior to the maturity date of the 2046 Fixed Rate Notes) at a discount rate of Treasury *plus* 25 basis points, for the 2046 Fixed Rate Notes, *plus*, in each case, accrued and unpaid interest to but excluding the date of redemption

Par Call: At any time on and after February 1, 2021 (one month prior to the maturity date of the 2021 Fixed Rate Notes), the Company may redeem the 2021 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2021 Fixed Rate Notes to be redeemed, *plus* accrued and unpaid interest to but excluding the date of redemption

At any time on and after January 1, 2023 (two months prior to the maturity date of the 2023 Fixed Rate Notes), the Company may redeem the 2023 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2023 Fixed Rate Notes to be redeemed, *plus* accrued and unpaid interest to but excluding the date of redemption

At any time on and after December 1, 2025 (three months prior to the maturity date of the 2026 Fixed Rate Notes), the Company may redeem the 2026 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2026 Fixed Rate Notes to be redeemed, *plus* accrued and unpaid interest to but excluding the date of redemption

At any time on and after September 1, 2045 (six months prior to the maturity date of the 2046 Fixed Rate Notes), the Company may redeem the 2046 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2046 Fixed Rate Notes to be redeemed, *plus* accrued and unpaid interest to but excluding the date of redemption

Trade Date: February 29, 2016

Settlement Date: March 3, 2016 (T+3)

Denominations: \$2,000 and integral multiples of \$1,000 in excess thereof

CUSIP/ISIN: 30231G AU6/US30231GAU67 for the 2018 Fixed Rate Notes  
30231G AP7/US30231GAP72 for the 2019 Fixed Rate Notes  
30231G AV4/US30231GAV41 for the 2021 Fixed Rate Notes  
30231G AR3/US30231GAR39 for the 2023 Fixed Rate Notes  
30231G AT9/US30231GAT94 for the 2026 Fixed Rate Notes  
30231G AW2/US30231GAW24 for the 2046 Fixed Rate Notes

Joint Book-Running Managers: Citigroup Global Markets Inc.  
J.P. Morgan Securities LLC  
Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
Barclays Capital Inc.  
Morgan Stanley & Co. LLC

Senior Co-Managers: BNP Paribas Securities Corp.  
HSBC Securities (USA) Inc.  
Mizuho Securities USA Inc.  
SG Americas Securities, LLC  
Standard Chartered Bank

Co-Managers: BNY Mellon Capital Markets, LLC  
Credit Agricole Securities (USA) Inc.  
Deutsche Bank Securities Inc.  
Lebenthal & Co., LLC  
The Williams Capital Group, L.P.  
U.S. Bancorp Investments, Inc.  
Wells Fargo Securities, LLC

**Note:** A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

**The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement, the related preliminary prospectus supplement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting the SEC web site at [www.sec.gov](http://www.sec.gov). Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Citigroup Global Markets Inc. toll-free at (800) 831-9146, J.P. Morgan Securities LLC collect at (212) 834-4533 or Merrill Lynch, Pierce, Fenner & Smith Incorporated toll-free at (800) 294-1322.**

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**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.**

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EXXON MOBIL CORPORATION

UNDERWRITING AGREEMENT  
STANDARD PROVISIONS  
(DEBT SECURITIES)

March 17, 2014

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From time to time, EXXON MOBIL CORPORATION, a New Jersey corporation (the “Company”), may enter into one or more underwriting agreements that provide for the sale of debt securities to the several underwriters named therein. The standard provisions set forth herein may be incorporated by reference in any such underwriting agreement (an “Underwriting Agreement”). The Underwriting Agreement, including the provisions incorporated therein by reference, is herein referred to as this Agreement. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined.

I.

The Company proposes to issue and sell from time to time certain of its debt securities (the “Debt Securities”) to be issued pursuant to the provisions of an Indenture, as supplemented (the “Indenture”), to be entered between the Company and Deutsche Bank Trust Company Americas as Trustee (the “Trustee”). The Debt Securities to be sold pursuant to this Agreement are referred to herein as the “Offered Securities”. The Debt Securities will have or be of varying designations, maturities, rates and times of payment of interest, selling prices, expiration dates, redemption terms, currencies and other terms.

The Company has filed with the Securities and Exchange Commission (the “Commission”) a registration statement relating to the Debt Securities, has filed such amendments thereto as may have been required prior to the date of the Underwriting Agreement and has filed with, or shall promptly hereafter file with, the Commission a prospectus supplement specifically relating to the Offered Securities pursuant to Rule 424 under the Securities Act of 1933, as amended (the “Securities Act”). The term “Registration Statement” means such registration statement as amended to the date of the Underwriting Agreement and any additional information contained in a form of prospectus or prospectus supplement that is deemed retroactively to be a part of the Registration Statement pursuant to Rule 430B under the Securities Act. The term “Basic Prospectus” means the prospectus included in the Registration Statement relating to the Debt Securities, as updated from time to time. The term “Prospectus” means the Basic Prospectus together with the prospectus supplement specifically relating to the Offered Securities, as filed with, or as shall promptly hereafter be filed with, the Commission pursuant to Rule 424 under the Securities Act. The term “preliminary prospectus” means a preliminary prospectus supplement specifically relating to the Offered Securities, together with the Basic Prospectus. As used herein, the terms “Registration Statement”, “Basic Prospectus”, “Prospectus” and “preliminary prospectus” shall include in each case the material, if any, incorporated by reference therein.



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In addition, the following terms shall have the meanings ascribed to them below for purposes of this Agreement:

“General Use Free Writing Prospectus” means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being specified in Schedule A to the Underwriting Agreement.

“Issuer Free Writing Prospectus” means any “issuer free writing prospectus,” as defined in Rule 433 under the Securities Act, relating to the Offered Securities in the form filed or required to be filed with the Commission by the Company or, if not required to be filed, in the form retained in the Company’s records pursuant to Rule 433(g) under the Securities Act.

“Limited Use Free Writing Prospectus” means any Issuer Free Writing Prospectus that is not a General Use Free Writing Prospectus.

“Rules” means the rules promulgated under the Securities Act.

“Statutory Prospectus” means the prospectus relating to the Offered Securities that is included in the Registration Statement in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Offered Securities, including any document incorporated by reference therein and any prospectus or prospectus supplement deemed to be a part thereof that has not been superseded or modified. For purposes of this definition, information contained in a form of prospectus (including a prospectus supplement) that is deemed retroactively to be a part of the Registration Statement pursuant to Rule 430B under the Securities Act shall be considered to be included in the Statutory Prospectus only as of the actual time that form of prospectus (including a prospectus supplement) is filed with the Commission pursuant to Rule 424(b) under the Securities Act.

“Time of Sale” means the time when sales of the Offered Securities are first made.

“Time of Sale Information” means the most recent preliminary prospectus related to the Offered Securities at the Time of Sale, together with the Basic Prospectus and each General Use Free Writing Prospectus issued at or prior to the Time of Sale.

II.

The Company is advised by the Manager that the Underwriters propose to make a public offering of their respective portions of the Offered Securities as soon after this Agreement is entered into as in the Manager's judgment is advisable. The terms of the public offering of the Offered Securities are set forth in the Prospectus.

III.

Payment for the Offered Securities shall be made by wire transfer to an account designated by the Company in immediately available funds at the time, on the date and at the place set forth in the Underwriting Agreement, upon delivery to the Manager for the respective accounts of the several Underwriters of the Offered Securities (other than Debt Securities in registered global form) registered in such names and in such denominations as the Manager shall request in writing not less than two full business days prior to the date of delivery and, in the case of Offered Securities that are Debt Securities in registered global form, upon delivery to the Depositary identified in the Underwriting Agreement of one or more global Debt Security certificates, registered in the name of the Depositary or a nominee thereof, for credit to the respective accounts of the Depositary participants. The time and date of such payment and delivery with respect to the Offered Securities are herein referred to as the Closing Date.

IV.

The several obligations of the Underwriters hereunder are subject to the following conditions:

- (a) No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for such purpose shall be pending before or threatened by the Commission and there shall have been no material adverse change in the condition of the Company and its subsidiaries, taken as a whole, from that set forth in the Registration Statement, Prospectus and Time of Sale Information; subsequent to the execution and delivery of the Underwriting Agreement and prior to the Closing Date, there has not occurred any downgrading, nor has any notice been given of (a) any intended or potential downgrading or (b) any review or possible change that does not indicate an improvement, in the rating accorded any securities of the Company by Standard & Poor's Ratings Services, a division of McGraw Hill Financial, Inc., or Moody's Investors Service, Inc., a subsidiary of Moody's Corporation (or their respective successors); and the Manager shall have received, on the Closing Date, a certificate, dated the Closing Date and signed by an executive officer of the Company, to the foregoing effect. Such certificate will also provide that the representations and warranties of the Company contained herein are true and correct as of the Closing Date. The officer making such certificate may rely upon the best of his knowledge as to proceedings pending or threatened.

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- (b) The Manager shall have received on the Closing Date an opinion of James E. Parsons, Esq., Coordinator – Corporate Securities and Finance Law of the Company, dated the Closing Date, to the effect set forth in Exhibit A attached hereto.
  - (c) The Manager shall have received on the Closing Date an opinion and letter of Davis Polk & Wardwell LLP, counsel for the Company, dated the Closing Date, to the effect set forth in Exhibit B attached hereto.
  - (d) The Manager shall have received on the Closing Date an opinion and letter of Latham & Watkins LLP, counsel for the Underwriters, dated the Closing Date, to the effect set forth in Exhibits C-1 and C-2, respectively, attached hereto.
  - (e) The Manager shall have received letters on (1) the date of the Underwriting Agreement and (2) the Closing Date, in form and substance satisfactory to PricewaterhouseCoopers LLP and the Manager, from PricewaterhouseCoopers LLP, independent certified public accountants, containing statements and information of the type ordinarily included in accountants’ “comfort letters” to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference in the Registration Statement and the Prospectus.

V.

In further consideration of the agreements of the Underwriters contained in this Agreement, the Company agrees as follows:

- (a) To furnish the Manager, without charge, a copy of the Registration Statement including exhibits and materials, if any, incorporated by reference therein and, during the period mentioned in paragraph (c) below, as many copies of the Prospectus, any documents incorporated by reference therein, each General Use Free Writing Prospectus and any supplements and amendments thereto as the Manager may reasonably request. The terms “supplement” and “amendment” or “amend” as used in this Agreement shall include all documents filed by the Company with the Commission subsequent to the date of the Basic Prospectus, pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which are deemed to be incorporated by reference in the Prospectus.

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- (b) Before amending or supplementing the Registration Statement, the Time of Sale Information or the Prospectus with respect to the Offered Securities, to furnish the Manager a copy of each such proposed amendment or supplement.
  - (c) If, during such period after the first date of the public offering of the Offered Securities as in the opinion of counsel for the Underwriters the Prospectus is (or but for the exemption in Rule 172 under the Securities Act would be required by law to be) delivered (but in no event more than 9 months after such first date), any event shall occur as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Prospectus to comply with law, forthwith to prepare and furnish, at its own expense, to the Underwriters, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law.
  - (d) To endeavor to qualify the Offered Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Manager shall reasonably request and to pay all expenses (including fees and disbursements of counsel) in connection with such qualification and in connection with the determination of the eligibility of the Offered Securities for investment under the laws of such jurisdictions as the Manager may designate; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not qualified.
  - (e) To make generally available to the Company's security holders as soon as practicable an earnings statement covering a twelve-month period beginning after the date of the Underwriting Agreement and ending at the end of a fiscal quarter of the Company, which shall satisfy the provisions of Section 11(a) of the Securities Act and the applicable rules and regulations (including Rule 158) thereunder.
  - (f) During the period beginning on the date of the Underwriting Agreement and continuing to and including the Closing Date, not to offer, sell, contract to sell or otherwise dispose of any securities of the Company substantially similar to the Offered Securities, without the prior written consent of the Manager.
  - (g) The Company has complied and will comply with Rule 433 under the Securities Act. Each Issuer Free Writing Prospectus complied in all material respects with Rule 433 under the Securities Act and has been, or will be, filed to the extent required in accordance with such rule.

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- (h) The Company will pay the registration fees for this offering within the time period required by Rule 456(b)(1)(i) under the Securities Act (without giving effect to the proviso therein) and in any event prior to the Closing Date.

VI.

- (a) In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”), each Underwriter, severally and not jointly, hereby represents, warrants, and agrees that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “Relevant Implementation Date”) it has not made and will not make an offer of the Offered Securities to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Offered Securities which has been approved by the competent authority in that Relevant Member State, or where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Offered Securities to the public in that Relevant Member State at any time:
- (i) solely to any legal entities which are qualified investors as defined in the Prospectus Directive;
  - (ii) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the Manager for any such offer; or
  - (iii) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

*provided* that no such offer of the Offered Securities shall require the Company or any Underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to the public” in relation to any Offered Securities in any Relevant Member State means the communication to any persons in any form and by any means of sufficient information on the terms of the offer and the Offered Securities to be offered

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so as to enable an investor to decide to purchase or subscribe for the Offered Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression “2010 PD Amending Directive” means Directive 2010/73/EU.

- (b) Each Underwriter, severally and not jointly, hereby represents, warrants, and agrees that:
- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “FSMA”)) received by it in connection with the issue or sale of the Offered Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Company; and
  - (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Offered Securities in, from or otherwise involving the United Kingdom.
- (c) Each Underwriter, severally and not jointly, hereby represents, warrants, and agrees with respect to offers and sales outside the United States (i) that such Underwriter understands that no action has been or will be taken in any country or jurisdiction outside the United States by the Company that would permit a public offering of the Debt Securities, or possession or distribution of the Registration Statement, Prospectus and Time of Sale Information or any other offering or publicity material relating to the Debt Securities, in any country or jurisdiction where action for that purpose is required, (ii) that such Underwriter will comply with all applicable laws and regulations in each country or jurisdiction in which it acquires, offers, sells or delivers Debt Securities or has in its possession or distributes the Registration Statement, Prospectus and Time of Sale Information or any such other material, in all cases at its own risk and expense, and (iii) not to cause any advertisement of the Debt Securities to be published in any newspaper or periodical or posted in any public place and not to issue any material relating to the Debt Securities, except in any such case with the prior express written consent of the Company and of the Manager and then only at its own risk and expense.

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- (d) Each Underwriter, severally and not jointly, hereby represents, warrants, and agrees that it is not, to the best of its knowledge, subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the period when a Prospectus is required to be delivered).

VII.

The Company represents and warrants to each Underwriter that:

- (a) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in each Statutory Prospectus, the Prospectus, the Time of Sale Information and any Issuer Free Writing Prospectus complied or will comply when so filed in all material respects with such Act and the rules and regulations thereunder, (ii) each part of the Registration Statement (including the documents incorporated by reference therein), filed with the Commission pursuant to the Securities Act relating to the Debt Securities when such part became effective, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) each preliminary prospectus, if any, filed pursuant to Rule 424 under the Securities Act complied when so filed in all material respects with such Act and the applicable rules and regulations thereunder, (iv) the Registration Statement, each Statutory Prospectus, the Prospectus, the Time of Sale Information and any Issuer Free Writing Prospectus comply and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations thereunder, (v) the Registration Statement does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (vi) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; except that these representations and warranties do not apply to (A) statements or omissions in the Registration Statement, any preliminary prospectus or the Prospectus based upon information furnished to the Company in writing by any Underwriter expressly for use therein and (B) those parts of the Registration Statement which constitute the Statement of Eligibility under the Trust Indenture Act of 1939 on Form T-1 of the Trustee.
- (b) As of the Time of Sale, neither (i) any Time of Sale Information nor (ii) any Limited Use Free Writing Prospectus, when considered together with the

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Time of Sale Information, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of the Closing Date, neither (i) the Time of Sale Information, (ii) any individual Limited Use Free Writing Prospectus, when considered together with the Time of Sale Information nor (iii) the Statutory Prospectus, will include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding two sentences do not apply to statements in or omissions from any prospectus included in the Registration Statement or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Manager specifically for use therein.

- (c) Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Securities or until any earlier date that the Company notified or notifies the Manager as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus related to the Offered Securities conflicted or would conflict with the information then contained in the Registration Statement or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in light of the circumstances prevailing at that subsequent time, not misleading, (i) the Company has promptly notified or will promptly notify the Manager and (ii) the Company has promptly amended or will promptly amend or supplement such Issuer Free Writing Prospectus related to the Offered Securities to eliminate or correct such conflict, untrue statement or omission. The foregoing two sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Manager specifically for use therein.
- (d) (i) The Registration Statement is not the subject of any pending proceeding or examination under Sections 8(d) or 8(e) of the Securities Act and (ii) the Company is not, to the best of its knowledge, the subject of a pending proceeding under Section 8A of the Securities Act in connection with the offering of the Offered Securities and has not received any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act.



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- (e) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Offered Securities and at the date of this Agreement, the Company was not an “ineligible issuer,” as defined in Rule 405 under the Securities Act. The Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.
- (f) The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in all material respects in accordance with the Commission’s rules and guidelines applicable thereto.

The Company represents, warrants and agrees that, unless it obtains the prior consent of the Manager, and each Underwriter represents, warrants and agrees that, unless it obtains the prior consent of the Company and the Manager, it has not made and will not make any offer relating to the Offered Securities that would constitute an Issuer Free Writing Prospectus, or that would otherwise constitute a “free writing prospectus,” as defined in Rule 405 under the Securities Act, required to be filed with the Commission. Notwithstanding the preceding sentence, the Company hereby consents to the provision by the Underwriters of a Term Sheet, the form of which is set forth in Schedule B to the Underwriting Agreement.

#### VIII.

The Company agrees to indemnify and hold harmless each Underwriter, such Underwriter’s selling agents who have participated or are deemed to have participated in the distribution of the Offered Securities, such Underwriter’s directors, officers and employees, and each person, if any, who controls such Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any preliminary prospectus, any Statutory Prospectus, the Prospectus (if used within the period set forth in paragraph (c) of Article V hereof and as amended or supplemented if the Company shall have furnished any amendments or

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supplements thereto), the Time of Sale Information or any Issuer Free Writing Prospectus, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished in writing to the Company by any Underwriter expressly for use therein.

Each Underwriter agrees to indemnify and hold harmless the Company, its directors, officers and employees, and any person controlling the Company to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to information relating to such Underwriter furnished in writing by such Underwriter expressly for use in the Registration Statement, any preliminary prospectus, any Statutory Prospectus, the Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus.

In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either of the two preceding paragraphs, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and the representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to local counsel) for all such indemnified parties, and that all such fees shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Manager in the case of parties indemnified pursuant to the second preceding paragraph and by the Company in the case of parties indemnified pursuant to the first preceding paragraph. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

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If the indemnification provided for in this Article VIII is unavailable to an indemnified party under the first or second paragraphs hereof or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect (i) the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Offered Securities and (ii) the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other in connection with the offering of the Offered Securities shall be deemed to be in the same proportion as the total net proceeds from the offering of such Offered Securities (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters in respect thereof. The relative fault of the Company on the one hand and of the Underwriters on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Article VIII were determined by pro rata allocation or by any other method of allocation which does not take account of the considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Article VIII, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities underwritten and distributed to the public by such Underwriter were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any

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person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Article VIII are several, in proportion to the respective principal amount or number, as the case may be, of Offered Securities purchased by each of such Underwriters, and not joint.

The indemnity and contribution agreements contained in this Article VIII and the representations and warranties of the Company in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by any Underwriter or on behalf of any Underwriter or any person controlling any Underwriter or by or on behalf of the Company, its directors or officers or any person controlling the Company and (iii) acceptance of and payment for any of the Offered Securities.

IX.

This Agreement may be terminated in the absolute discretion of the Manager, by notice to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on the New York Stock Exchange; (ii) trading of any securities issued by the Company shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; (iv) a material disruption of the settlement or clearance of debt securities in the United States shall occur and continue until at least the business day preceding the Closing Date or (v) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the reasonable judgment of the Manager, is material and adverse and makes it impracticable or inadvisable to proceed with the offer, sale or delivery of the Offered Securities on the terms and in the manner contemplated by this Agreement and the Prospectus.

X.

If any one or more of the Underwriters shall fail or refuse to purchase any Offered Securities which it or they have agreed to purchase pursuant to the Underwriting Agreement, and the aggregate amount of such Offered Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate amount of the Offered Securities, the other Underwriters shall be obligated severally in the proportions which the amounts of Offered Securities set forth opposite their names in the Underwriting Agreement bear to the aggregate amount of Offered Securities set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as the Manager may specify, to purchase the Offered Securities which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase; provided that in no event shall the amount of Offered Securities which

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any Underwriter has agreed to purchase pursuant to the Underwriting Agreement be increased pursuant to this Article X by an amount in excess of one-ninth of such amount of Offered Securities without the written consent of such Underwriter. If any Underwriter or Underwriters shall fail or refuse to purchase any Offered Securities and the aggregate amount of Offered Securities with respect to which such default occurs is more than one-tenth of the aggregate amount of the Offered Securities and arrangements satisfactory to the Manager and the Company for the purchase of such Offered Securities are not made within 36 hours after such default, this Agreement, or the provisions hereof applicable to the sale and purchase of the Offered Securities, will terminate without liability on the part of any non-defaulting Underwriter or of the Company. In any such case either the Manager or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement and in the Prospectus or in any other documents or arrangements may be effected. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under the Underwriting Agreement.

XI.

If this Agreement shall be terminated by the Underwriters or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement, with respect to themselves, severally, for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with the Offered Securities.

XII.

The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Offered Securities (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, no Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

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XIII.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

The Company and each of the Underwriters 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 Agreement or the transactions contemplated hereby.

**FORM OF OPINION OF COORDINATOR – CORPORATE SECURITIES  
AND FINANCE LAW OF THE COMPANY**

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 Offered Securities, to enter into the Underwriting Agreement and the Indenture and to perform its obligations thereunder.
2. The Underwriting Agreement has been duly authorized, executed and delivered by the Company.
3. The Indenture has been duly authorized, executed and delivered by the Company.
4. The Offered Securities have been duly authorized by the Company.
5. The execution and delivery by the Company of, and the performance by the Company of its obligations under, the Indenture, the Offered Securities and the Underwriting Agreement (collectively, the “Documents”) will not contravene (i) any provision of the New Jersey Business Corporation Act, or (ii) the Certificate of Incorporation or By Laws of the Company.
6. No consent, approval, authorization, or order of, or qualification with, any governmental body or agency under the laws of the State of New Jersey that in such counsel’s experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Documents is required for the execution, delivery and performance by the Company of its obligations under the Documents, except such as may be required under federal or state securities or Blue Sky laws as to which we express no opinion.
7. The Company is not, and after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Prospectus will not be, required to register as an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.
8. The Registration Statement and the Prospectus appear on their face to be appropriately responsive in all material respects to the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder.

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9. Nothing has come to such counsel's attention that causes him to believe that, insofar as relevant to the offering of the Offered Securities!
- (a) on the date of the Underwriting Agreement, the Registration Statement contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading,
  - (b) at : A/P.M. New York City time on , the Disclosure Package contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or
  - (c) the Prospectus as of the date of the Underwriting Agreement or as of the Closing Date contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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<sup>1</sup> In providing this statement, counsel may confirm that (i) the primary purpose of his professional engagement was not to establish or confirm factual matters or financial, accounting or quantitative information, including oil and gas reserve data, and (ii) he has not been called to pass upon, and expresses no view regarding, the financial statements or financial schedules, other financial, accounting or statistical data or the oil and gas reserve data included in the Registration Statement, the Disclosure Package, the Prospectus, or the Statement of Eligibility of the Trustee on Form T-1.



## FORM OF OPINION OF COUNSEL FOR THE COMPANY

1. Assuming the due authorization, execution and delivery by the Company, the Indenture is a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, provided that such counsel expresses no opinion as to (x) the enforceability of any waiver of rights under any usury or stay law, or (y) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Offered Securities to the extent determined to constitute unearned interest.
2. Assuming the due authorization of the Offered Securities by the Company, the Offered Securities, when 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, will be 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, and will be entitled to the benefits of the Indenture pursuant to which such Offered Securities are to be issued, provided that such counsel expresses no opinion as to (x) the enforceability of any waiver of rights under any usury or stay law, or (y) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Offered Securities to the extent determined to constitute unearned interest.
3. The execution and delivery by the Company of, and the performance by the Company of its obligations under, the Indenture, the Offered Securities and the Underwriting Agreement (collectively, the "Documents") will not contravene (i) any provision of the laws of the State of New York or any federal law of the United States of America that in such counsel's experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Documents, provided that such counsel expresses no opinion as to federal or state securities laws, or (ii) any agreement that is filed as an exhibit to the Company's Annual Report on Form 10-K.
4. No consent, approval, authorization, or order of, or qualification with, any governmental body or agency under the laws of the State of New York or any federal law of the United States of America that in such counsel's experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Documents is required for the execution, delivery and performance by the Company of its obligations under the Documents, except such as may be required under federal or state securities or Blue Sky laws as to which such counsel expresses no opinion.

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5. Such counsel has considered the statements included in the Prospectus under the captions “Description of Debt Securities” and “Description of Notes” insofar as they summarize provisions of the Indenture and the Offered Securities. In such counsel’s opinion, such statements fairly summarize these provisions in all material respects. The statements included in the Prospectus under the caption “Material U.S. Federal Income Tax Considerations,” insofar as they purport to describe provisions of U.S. federal income tax laws or legal conclusions with respect thereto, in such counsel’s opinion fairly and accurately summarize the matters referred to therein in all material respects.

**FORM OF OPINION OF COUNSEL FOR THE UNDERWRITERS**

1. The Indenture is the legally valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.
2. The Indenture has been qualified under the Trust Indenture Act of 1939, as amended.
3. The Offered Securities, when duly executed, issued, and authenticated in accordance with the terms of the Indenture and delivered to and paid for by you in accordance with the terms of the Underwriting Agreement, will be legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.
4. The Registration Statement has become effective under the Act. With the underwriters' consent, based solely on a review of the list of stop orders on the Commission's website at <http://www.sec.gov/litigation/stoporders.shtml> at : a.m., Eastern Time, on , such counsel confirms that no stop order suspending the effectiveness of the Registration Statement has been issued under the Act and no proceedings therefor have been initiated by the Commission. The Preliminary Prospectus has been filed in accordance with Rule 424(b) under the Act, the Prospectus has been filed in accordance with Rule 424(b) and 430B under the Act, and the Specified IFWP has been filed in accordance with Rule 433(d) under the Act.
5. The Registration Statement, at , including the information deemed to be a part thereof pursuant to Rule 430B under the Act, and the Prospectus, as of its date, each appeared on their face to be appropriately responsive in all material respects to the applicable form requirements for registration statements on Form S-3 under the Act and the rules and regulations of the Commission thereunder; it being understood, however, that such counsel expresses no view with respect to Regulation S-T or the financial statements, schedules, or other financial data, included in, incorporated by reference in, or omitted from, the Registration Statement or the Prospectus or the Form T-1. For purposes of this paragraph, such counsel has assumed that the statements made in the Registration Statement and the Prospectus are correct and complete.
6. The statements in the Preliminary Prospectus, when taken together with the Specified IFWP, and in the Prospectus under the captions "Description of Notes" and "Description of Debt Securities," insofar as they purport to describe or summarize certain provisions of the Offered Securities or the Indenture, are accurate summaries or descriptions in all material respects.

**FORM OF 10B-5 STATEMENT OF COUNSEL FOR THE  
UNDERWRITERS<sup>2</sup>**

Based on counsel's participation, review and reliance, such counsel advises that no facts came to its attention that caused such counsel to believe that:

- the Registration Statement, at the time it became effective on \_\_\_\_\_, including the information deemed to be a part of the Registration Statement pursuant to Rule 430B under the Act (together with the Incorporated Documents at that date), contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading;
- the Preliminary Prospectus, as of \_\_\_\_\_, (together with the Incorporated Documents at that date), when taken together with the Specified IFWP, contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or
- the Prospectus, as of its date or as of the date hereof (together with the Incorporated Documents as of those respective dates), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

<sup>2</sup> In providing this statement, counsel may confirm that (i) the primary purpose of their professional engagement was not to establish or confirm factual matters or financial, accounting or quantitative information, including oil and gas reserve data, and (ii) they have not been called to pass upon, and express no view regarding, the financial statements or financial schedules, other financial, accounting or statistical data or the oil and gas reserve data included in the Registration Statement, the Disclosure Package, the Prospectus, or the Statement of Eligibility of the Trustee on Form T-1.

**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 27, 2016 and in resolutions of the Finance Committee of the Board of Directors of the Company duly adopted on January 27, 2016, does hereby authorize, adopt and approve the following terms for (a) a series of the Company's debt securities designated as "Floating Rate Notes due 2018" (the "2018 Floating Rate Notes"); (b) a series of the Company's debt securities designated as "Floating Rate Notes due 2019" (the "2019 Floating Rate Notes" and, together with the 2018 Floating Rate Notes, the "Floating Rate Notes"); (c) a series of the Company's debt securities designated as "1.439% Notes due 2018" (the "2018 Fixed Rate Notes"); (d) a series of the Company's debt securities designated as "1.708% Notes due 2019" (the "2019 Fixed Rate Notes"); (e) a series of the Company's debt securities designated as "2.222% Notes due 2021" (the "2021 Fixed Rate Notes"); (f) a series of the Company's debt securities designated as "2.726% Notes due 2023" (the "2023 Fixed Rate Notes"); (g) a series of the Company's debt securities designated as "3.043% Notes due 2026" (the "2026 Fixed Rate Notes"); and (h) a series of the Company's debt securities designated as "4.114% Notes due 2046" (the "2046 Fixed Rate Notes" and, together with the 2018 Fixed Rate Notes, the 2019 Fixed Rate Notes, the 2021 Fixed Rate Notes, the 2023 Fixed Rate Notes and the 2026 Fixed Rate Notes, the "Fixed Rate Notes" and, the Fixed Rate Notes together with the Floating Rate Notes, the "Notes"), each such series to be issued under an indenture, dated as of March 20, 2014 (the "Indenture"), 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. 333-194609) 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 2018 Floating Rate Notes are entitled "Floating Rate Notes due 2018". The 2019 Floating Rate Notes are entitled "Floating Rate Notes due 2019". The 2018 Fixed Rate Notes are entitled "1.439% Notes due 2018". The 2019 Fixed Rate Notes are entitled "1.708% Notes due 2019". The 2021 Fixed Rate Notes are entitled "2.222% Notes due 2021". The 2023 Fixed Rate Notes are entitled "2.726% Notes due 2023". The 2026 Fixed Rate Notes are entitled "3.043% Notes due 2026". The 2046 Fixed Rate Notes are entitled "4.114% Notes due 2046".

II (a) The 2018 Floating Rate Notes are limited in aggregate principal amount to U.S. \$750,000,000; (b) the 2019 Floating Rate Notes are limited in aggregate principal amount to U.S. \$250,000,000; (c) the 2018 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$1,000,000,000; (d) the 2019 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$1,250,000,000; (e) the 2021 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$2,500,000,000; (f) the 2023 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$1,250,000,000; (g) the 2026 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$2,500,000,000; and (h) the 2046 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$2,500,000,000, 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 number, 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 2018 Floating Rate Notes will mature on February 28, 2018; (b) the 2019 Floating Rate Notes will mature on March 1, 2019; (c) the 2018 Fixed Rate Notes will mature on March 1, 2018; (d) the 2019 Fixed Rate Notes will mature on March 1, 2019; (e) the 2021 Fixed Rate Notes will mature on March 1, 2021; (f) the 2023 Fixed Rate Notes will mature on March 1, 2023; (g) the 2026 Fixed Rate Notes will mature on March 1, 2026; and (h) the 2046 Fixed Rate Notes will mature on March 1, 2046, in each case subject to the provisions of the Indenture and this Officer's Certificate relating to acceleration and, in the case of the Fixed Rate Notes, subject to the provisions of the Indenture and this Officer's Certificate relating to optional redemption.

IV The Floating Rate Notes of each series will bear interest at a rate for each applicable Floating Rate Interest Period (as defined below) that is determined by the Calculation Agent on the second London Business Day (as defined below) preceding the first day of such applicable Floating Rate Interest Period (each a "Floating Rate Interest Determination Date"), and computed on the basis of a 360-day year and the actual number of days that have elapsed in the applicable Floating Rate Interest Period. The Calculation Agent has set the initial interest rate on the 2018 Floating Rate Notes at 1.2316% per annum and the initial interest rate on the 2019 Floating Rate Notes at 1.4116% per annum, and will reset such interest rates applicable to the respective series of Floating Rate Notes for each applicable Floating Rate Interest Period on the applicable Floating Rate Interest Payment Date (as defined below) for the preceding applicable Floating Rate Interest Period. Promptly after a Floating Rate Interest Determination Date, the Calculation Agent will inform the Company of the interest rate for the next applicable Floating Rate Interest Period of each series of Floating Rate Notes. Upon written request from any registered Holder of a series of Floating Rate Notes, the Calculation Agent will provide the interest rate in effect on such applicable series of Floating Rate Notes for the current applicable Floating Rate Interest Period and, if such written request is made after the applicable Floating Rate Interest Determination Date, the interest rate to be in effect for the next applicable Floating Rate Interest Period.

The 2018 Floating Rate Notes will bear interest from March 3, 2016, or from the most recent 2018 Floating Rate Note Interest Payment Date (as defined below) to which interest has been paid or provided for (as modified, if applicable, by the succeeding paragraph herein) to, but excluding, the next 2018 Floating Rate Note Interest Payment Date or Maturity (as modified, if applicable, by the succeeding paragraph herein), as the case may be (each of these periods, a "2018 Floating Rate Note Interest Period"), at a rate per annum equal to Three-Month LIBOR (as defined below) as determined on the applicable Floating Rate Interest Determination Date plus 0.600%, payable quarterly in arrears on February 28, May 28, August 28 and November 28 of each year (as modified, if applicable, by the succeeding paragraph herein) (each a "2018 Floating Rate Note Interest Payment Date"), commencing on May 28, 2016 to the persons in whose names the 2018 Floating Rate Notes are registered at the close of business on the immediately preceding February 13, May 13, August 13 or November 13, respectively, whether or not such date is a Business Day (as defined below) (each a "2018 Floating Rate Note Regular Record Date"). The 2019 Floating Rate Notes will bear interest from March 3, 2016, or from the most recent 2019 Floating Rate Note Interest Payment Date (as defined below) to which interest has been paid or provided for (as modified, if applicable, by the succeeding paragraph herein) to, but excluding, the next 2019 Floating Rate Note Interest Payment Date or Maturity (as modified, if applicable, by the succeeding paragraph herein), as the case may be (each of these periods, a "2019 Floating Rate Note Interest Period," and together with each 2019 Floating Rate Note Interest Period, a "Floating Rate Interest Period"), at a rate per annum equal to Three-Month LIBOR (as defined below) as determined on the applicable Floating Rate Interest Determination Date plus 0.780%, payable quarterly in arrears on March 1, June 1, September 1 and December 1 of each year (as modified, if applicable, by the succeeding paragraph herein) (each a "2019 Floating Rate Note Interest Payment Date," and together with each 2019 Floating Rate Note Interest Payment Date, a "Floating Rate Interest Payment Date"), commencing on June 1, 2016 to the persons in whose names the 2019 Floating Rate Notes are registered at the close of business on the immediately preceding February 15, May 15, August 15 or November 15, respectively, whether or not such date is a Business Day (as defined below) (each a "2019 Floating Rate Note Regular Record Date").

If any Floating Rate Interest Payment Date, other than the date of Maturity, falls on a day that is not a Business Day, then such Floating Rate Interest Payment Date will be postponed to the next day that is a Business Day, except that, if that Business Day falls in the next succeeding calendar month, then, unless it relates to interest payable at Maturity, such Floating Rate Interest Payment Date will be the immediately preceding Business Day. If the date of Maturity of the Floating Rate Notes falls on a day that is not a Business Day, then the related payment of principal and interest will be made on the next day that is a Business Day with the same effect as if made on the date that the payment was first due, and no interest will accrue on the amount so payable for the period from the date of Maturity. This paragraph shall apply to the Floating Rate Notes in lieu of Section 1.14 of the Indenture.

A "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City (or other Place of Payment specified pursuant to the Indenture) are authorized or obligated by law or executive order to close, provided, that as such term applies to the Floating Rate Notes, such day is also a London Business Day. A "London Business Day" is a day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

"Three-Month LIBOR" shall be equal to, as of any applicable Floating Rate Interest Determination Date:

- (a) the offered rate to leading banks in the London interbank market for deposits in U.S. dollars having an index maturity of three months, as such rate appears:
- (i) on the Reuters Monitor Money Rates Service (“Reuters”), page LIBOR 01 (or on such other page as may replace Reuters page LIBOR 01 on that service); or
  - (ii) if Reuters page LIBOR 01 (or such other page as may replace Reuters page LIBOR 01 on that service) is not available on such Floating Rate Interest Determination Date, on such other comparable publicly available service for displaying offered rates for deposits in U.S. dollars in the London interbank market as may be selected by the Company with the consent of the Calculation Agent,

in each case as of approximately 11:00 a.m., London time, on such Floating Rate Interest Determination Date.

- (b) If such rate does not appear on either of the pages described in clauses (a)(i) or (ii) above, the Three-Month LIBOR, in respect of such Floating Rate Interest Determination Date, will be determined as follows:
- (i) the Calculation Agent will request the principal London offices of each of four major reference banks in the London interbank market, as selected by the Calculation Agent (after consultation with the Company), to provide the Calculation Agent with its offered quotation for deposits in U.S. dollars for the period of three months commencing on the applicable Floating Rate Interest Determination Date, to prime banks in the London interbank market at approximately 11:00 a.m., London time, on that Floating Rate Interest Determination Date and in a principal amount of not less than \$1,000,000 for a single transaction in U.S. dollars in such market at such time. If at least two quotations are provided to the Calculation Agent, then the Three-Month LIBOR on such interest determination date will be the arithmetic mean of such quotations.
  - (ii) If fewer than two such quotations are provided, then the Three-Month LIBOR on such Floating Rate Interest Determination Date will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., New York City time, on such Floating Rate Interest Determination Date by three major reference banks in New York City selected by the Calculation Agent (after consultation with the Company) for loans in U.S. dollars to leading European banks, having an index maturity of three months and in a principal amount of not less than \$1,000,000 for a single transaction in U.S. dollars in such market at such time;

*provided, however,* that if the banks selected by the Calculation Agent are not providing quotations in the manner described by this clause (b), the Three-Month LIBOR determined as of such Floating Rate Interest Determination Date will be the Three-Month LIBOR in effect for the prior applicable Floating Rate Interest Period.

All percentages resulting from any calculation of any interest rate for the Floating Rate Notes of each series will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point, with five one-millionths of a percentage point rounded upward (e.g., 3.876545% (or .03876545) would be rounded to 3.87655% (or .0387655), and all U.S. dollar amounts will be rounded to the nearest cent, with one-half cent being rounded upward. Each calculation of the interest rate on the Floating Rate Notes of each series by the Calculation Agent will (in the absence of manifest error) be final and binding on the registered Holders of the Floating Rate Notes of each series, the Trustee and the Company.

The interest rate on the Floating Rate Notes of each series will in no event be higher than the maximum rate permitted by New York law or other applicable state law as such law may be modified by United States law of general application. Additionally, the interest rate on the Floating Rate Notes of each series will in no event be lower than zero.

Interest on the Fixed Rate Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. The 2018 Fixed Rate Notes will bear interest from March 3, 2016, or from the most recent Fixed Rate Interest Payment Date (as defined below) to which interest has been paid or provided for to, but excluding, the next Fixed Rate Interest Payment Date or Maturity, as the case may be (each of these periods, a “Fixed Rate Interest Period”), at the rate of 1.439% per annum, payable semiannually in arrears on March 1 and September 1 of each year (each a “Fixed Rate Interest Payment Date”), commencing on September 1, 2016 to the persons in whose names the 2018 Fixed Rate Notes are registered at the close of business on the immediately preceding February 15

and August 15, respectively, whether or not such date is a Business Day (each a “Fixed Rate Regular Record Date”). The 2019 Fixed Rate Notes will bear interest for each Fixed Rate Interest Period at the rate of 1.708% per annum, payable semiannually in arrears on each Fixed Rate Interest Payment Date, commencing on September 1, 2016 to the persons in whose names the 2019 Fixed Rate Notes are registered at the close of business on the immediately preceding Fixed Rate Regular Record Date, whether or not such date is a Business Day. The 2021 Fixed Rate Notes will bear interest for each Fixed Rate Interest Period at the rate of 2.222% per annum, payable semiannually in arrears on each Fixed Rate Interest Payment Date, commencing on September 1, 2016 to the persons in whose names the 2021 Fixed Rate Notes are registered at the close of business on the immediately preceding Fixed Rate Regular Record Date, whether or not such date is a Business Day. The 2023 Fixed Rate Notes will bear interest for each Fixed Rate Interest Period at the rate of 2.726% per annum, payable semiannually in arrears on each Fixed Rate Interest Payment Date, commencing on September 1, 2016 to the persons in whose names the 2023 Fixed Rate Notes are registered at the close of business on the immediately preceding Fixed Rate Regular Record Date, whether or not such date is a Business Day. The 2026 Fixed Rate Notes will bear interest for each Fixed Rate Interest Period at the rate of 3.043% per annum, payable semiannually in arrears on each Fixed Rate Interest Payment Date, commencing on September 1, 2016 to the persons in whose names the 2026 Fixed Rate Notes are registered at the close of business on the immediately preceding Fixed Rate Regular Record Date, whether or not such date is a Business Day. The 2046 Fixed Rate Notes will bear interest for each Fixed Rate Interest Period at the rate of 4.114% per annum, payable semiannually in arrears on each Fixed Rate Interest Payment Date, commencing on September 1, 2016 to the persons in whose names the 2046 Fixed Rate Notes are registered at the close of business on the immediately preceding Fixed Rate Regular Record Date, whether or not such date is 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, 16th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt.

The Company, by or through the Trustee, may at its option pay interest by United States dollar check 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 Trust Company (“DTC”) will be made by wire transfer of immediately available funds to the account of DTC or its nominee.

VI The Company shall not have the right to redeem the Floating Rate Notes of any series before maturity.

Any or all of the 2018 Fixed Rate Notes are redeemable at the Company’s option, at any time prior to Maturity at a redemption price for any 2018 Fixed Rate Notes to be redeemed on a Redemption Date (as defined herein) equal to the greater of the following amounts:

- 100% of the principal amount of the 2018 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2018 Fixed Rate 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 a semiannual basis at the Treasury Rate (as defined herein), as determined by the Reference Treasury Dealer (as defined herein), plus 10 basis points;

plus, in each case, accrued and unpaid interest on such 2018 Fixed Rate Notes to the Redemption Date.

Any or all of the 2019 Fixed Rate Notes are redeemable at the Company’s option, at any time prior to Maturity at a redemption price for any 2019 Fixed Rate Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2019 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2019 Fixed Rate 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 a semiannual basis at the Treasury Rate, as determined by the Reference Treasury Dealer, plus 12.5 basis points;



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plus, in each case, accrued and unpaid interest on such 2019 Fixed Rate Notes to the Redemption Date.

Any or all of the 2021 Fixed Rate Notes are redeemable at the Company's option, at any time prior to February 1, 2021 (the date that is one month before Maturity) at a redemption price for any 2021 Fixed Rate Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2021 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2021 Fixed Rate 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 a semiannual basis at the Treasury Rate, as determined by the Reference Treasury Dealer, plus 15 basis points;

plus, in each case, accrued and unpaid interest on such 2021 Fixed Rate Notes to the Redemption Date. Any or all of the 2021 Fixed Rate Notes are redeemable at the Company's option, at any time on or after February 1, 2021 (the date that is one month before Maturity), at a redemption price for any 2021 Fixed Rate Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2021 Fixed Rate Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2021 Fixed Rate Notes to such Redemption Date.

Any or all of the 2023 Fixed Rate Notes are redeemable at the Company's option, at any time prior to January 1, 2023 (the date that is two months before Maturity) at a redemption price for any 2023 Fixed Rate Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2023 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2023 Fixed Rate 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 a semiannual basis at the Treasury Rate, as determined by the Reference Treasury Dealer, plus 20 basis points;

plus, in each case, accrued and unpaid interest on such 2023 Fixed Rate Notes to the Redemption Date. Any or all of the 2023 Fixed Rate Notes are redeemable at the Company's option, at any time on or after January 1, 2023 (the date that is two months before Maturity), at a redemption price for any 2023 Fixed Rate Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2023 Fixed Rate Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2023 Fixed Rate Notes to such Redemption Date.

Any or all of the 2026 Fixed Rate Notes are redeemable at the Company's option, at any time prior to December 1, 2025 (the date that is three months before Maturity) at a redemption price for any 2026 Fixed Rate Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2026 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2026 Fixed Rate 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 a semiannual basis at the Treasury Rate, as determined by the Reference Treasury Dealer, plus 20 basis points;

plus, in each case, accrued and unpaid interest on such 2026 Fixed Rate Notes to the Redemption Date. Any or all of the 2026 Fixed Rate Notes are redeemable at the Company's option, at any time on or after December 1, 2025 (the date that is three months before Maturity), at a redemption price for any 2026 Fixed Rate Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2026 Fixed Rate Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2026 Fixed Rate Notes to such Redemption Date.

Any or all of the 2046 Fixed Rate Notes are redeemable at the Company's option, at any time prior to September 1, 2045 (the date that is six months before Maturity) at a redemption price for any 2046 Fixed Rate Notes to be redeemed on a Redemption Date equal to the greater of the following amounts:

- 100% of the principal amount of the 2046 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2046 Fixed Rate 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 a semiannual basis at the Treasury Rate, as determined by the Reference Treasury Dealer, plus 25 basis points;

plus, in each case, accrued and unpaid interest on such 2046 Fixed Rate Notes to the Redemption Date. Any or all of the 2046 Fixed Rate Notes are redeemable at the Company's option, at any time on or after September 1, 2045 (the date that is six months before Maturity), at a redemption price for any 2046 Fixed Rate Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2046 Fixed Rate Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2046 Fixed Rate Notes to such Redemption Date.

Notwithstanding the foregoing, installments of interest on the Fixed Rate Notes that are due and payable on Fixed Rate Interest Payment Dates falling on or prior to a Redemption Date will be payable on the relevant Fixed Rate Interest Payment Date to the Holders of such Fixed Rate Notes as of the close of business on the Fixed Rate Regular Record Date immediately preceding such Fixed Rate Interest Payment Date. The redemption price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Company will send notice of any redemption not more than 60 nor less than 10 days before the Redemption Date to each registered Holder of the Fixed Rate 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 Fixed Rate 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 Fixed Rate Notes or any portion of the Fixed Rate 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 a paying agent or the Trustee money sufficient to pay the redemption price of and accrued interest on the Fixed Rate Notes to be redeemed on that date. If less than all of the Fixed Rate Notes of a series are to be redeemed, the Fixed Rate 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 DTC.

For purposes of this Clause VI:

*"Comparable Treasury Issue"* means the United States Treasury security having a maturity comparable to the remaining term of the Fixed Rate Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Fixed Rate Notes.

*"Comparable Treasury Price"* means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (b) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (c) if only one Reference Treasury Dealer Quotation is received, such quotation.

*"Redemption Date"* means, with respect to the Fixed Rate Notes of each series, any date fixed for redemption by or pursuant to the Indenture and such Fixed Rates Notes.

“*Reference Treasury Dealer*” means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer; and (b) any other Primary Treasury Dealer(s) selected by the Company.

“*Reference Treasury Dealer Quotation*” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Redemption Date.

“*Treasury Rate*” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

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

VIII The Notes shall be issued only in denominations of U.S. \$2,000, and any integral multiple of U.S. \$1,000 in excess thereof.

IX The Trustee, Paying Agent and Security Registrar for the Notes shall initially be Deutsche Bank Trust Company Americas. The Calculation Agent for the Floating Rate Notes shall initially be Deutsche Bank Trust Company Americas, unless and until such time as a successor is appointed. If that bank is unable or unwilling to continue to act as the Calculation Agent or if it fails to calculate properly the interest rate on the Floating Rate Notes for any applicable Floating Rate Interest Period, the Company will appoint another leading commercial or investment bank engaged in the London interbank market to act as Calculation Agent in its place. The Calculation Agent may not resign its duties without a successor having been appointed.

X 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 the nominee of DTC, which will act as depository. DTC, or any successor depository for the Notes permitted by the terms of the Indenture, this Officer’s Certificate and the Notes, is hereinafter referred to as the “Depository.” 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 Depository to another nominee of the Depository for the Notes, or by a nominee of such Depository to such Depository or another nominee of such Depository, or by such Depository or any such nominee to a successor Depository or nominee of such successor Depository.

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

XII The issue price to public of the 2018 Floating Rate Notes shall be 100% of the principal amount of the 2018 Floating Rate Notes. The issue price to public of the 2019 Floating Rate Notes shall be 100% of the principal amount of the 2019 Floating Rate Notes. The issue price to public of the 2018 Fixed Rate Notes shall be 100% of the principal amount of the 2018 Fixed Rate Notes. The issue price to public of the 2019 Fixed Rate Notes shall be 100% of the principal amount of the 2019 Fixed Rate Notes. The issue price to public of the 2021 Fixed Rate Notes shall be 100% of the principal amount of the 2021 Fixed Rate Notes. The issue price to public of the 2023 Fixed Rate Notes shall be 100% of the principal amount of the 2023 Fixed Rate Notes. The issue price to public of the 2026 Fixed Rate Notes shall be 100% of the principal amount of the 2026 Fixed Rate Notes. The issue price to public of the 2046 Fixed Rate Notes shall be 100% of the principal amount of the 2046 Fixed Rate Notes.

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XIII The underwriters' commission or discount as a percentage of the principal amount of the 2018 Floating Rate Notes shall be 0.080% of the principal amount of the 2018 Floating Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2019 Floating Rate Notes shall be 0.100% of the principal amount of the 2019 Floating Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2018 Fixed Rate Notes shall be 0.080% of the principal amount of the 2018 Fixed Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2019 Fixed Rate Notes shall be 0.100% of the principal amount of the 2019 Fixed Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2021 Fixed Rate Notes shall be 0.120% of the principal amount of the 2021 Fixed Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2023 Fixed Rate Notes shall be 0.150% of the principal amount of the 2023 Fixed Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2026 Fixed Rate Notes shall be 0.200% of the principal amount of the 2026 Fixed Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2046 Fixed Rate Notes shall be 0.425% of the principal amount of the 2046 Fixed Rate 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, Exhibit D, Exhibit E, Exhibit F, Exhibit G and Exhibit H.

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IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate on behalf of the Company as of this 3<sup>d</sup> day of March, 2016.

By: /s/ Robert N. Schleckser  
Name: Robert N. Schleckser  
Title: Vice President and Treasurer

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

**EXHIBIT A**

**[Form of Floating Rate Note due 2018]**

**[Face of Security]**

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., 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 DTC OR A NOMINEE THEREOF. 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 DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

**EXXON MOBIL CORPORATION**

No. [ ]

U.S. \$[ ]  
CUSIP / ISIN: 30231G AS1 / US30231GAS12

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 Cede & Co., or registered assigns, the principal sum of [ ] UNITED STATES DOLLARS on February 28, 2018 and to pay interest thereon from March 3, 2016 or from the most recent 2018 Floating Rate Interest Payment Date to which interest has been paid or duly provided for, quarterly in arrears on February 28, May 28, August 28 and November 28 in each year, commencing on May 28, 2016 at a rate per annum equal to three-month LIBOR as determined on the Floating Rate Interest Determination Date for that 2018 Floating Rate Note Interest Period, plus 0.600% as calculated by the Calculation Agent, computed on the basis of a 360-day year and the actual number of days that have elapsed in the applicable 2018 Floating Rate Note Interest Period and subject to the maximum interest rate permitted by New York law or other applicable state law, as such law may be modified by United States law of general application, until the principal hereof is paid or made available for payment. Additionally, the interest rate on the 2018 Floating Rate Notes will in no event be lower than zero. The Calculation Agent has set the initial interest rate on this Security at 1.2316% per annum, and will reset such interest rate for each 2018 Floating Rate Note Interest Period on the 2018 Floating Rate Note Interest Payment Date for the preceding 2018 Floating Rate Note Interest Period. The interest so payable, and timely paid or duly provided for, on any 2018 Floating Rate Note 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 2018 Floating Rate Note Regular Record Date for such interest, which shall be the February 13, May 13, August 13 or November 13 (whether or not a Business Date), as the case may be, next preceding such 2018 Floating Rate Note 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 2018 Floating Rate Note 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.

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Payment of the principal of 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, 16th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of and interest will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Company payment of the principal of and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

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.

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

Dated: March 3, 2016

EXXON MOBIL CORPORATION

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



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**CERTIFICATE OF AUTHENTICATION**

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

Dated: March 3, 2016

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: Deutsche Bank National Trust Company

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 (as supplemented by the Officer's Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the "Indenture"), between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the "Trustee", which term includes any successor trustee under 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 U.S. \$750,000,000, 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 number, 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 U.S. \$2,000 or any integral multiple of U.S. \$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.

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.

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 or any interest on this Security on or after the respective due dates expressed herein.

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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 or 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 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 Floating Rate Note due 2019]**

**[Face of Security]**

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., 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 DTC OR A NOMINEE THEREOF. 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 DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

**EXXON MOBIL CORPORATION**

No. [ ]

U.S. \$[ ]  
CUSIP / ISIN: 30231G AQ5 / US30231GAQ55

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 Cede & Co., or registered assigns, the principal sum of [ ] UNITED STATES DOLLARS on March 1, 2019 and to pay interest thereon from March 3, 2016 or from the most recent 2019 Floating Rate Interest Payment Date to which interest has been paid or duly provided for, quarterly in arrears on March 1, June 1, September 1 and December 1 in each year, commencing on June 1, 2016 at a rate per annum equal to three-month LIBOR as determined on the Floating Rate Interest Determination Date for that 2019 Floating Rate Note Interest Period, plus 0.780% as calculated by the Calculation Agent, computed on the basis of a 360-day year and the actual number of days that have elapsed in the applicable 2019 Floating Rate Note Interest Period and subject to the maximum interest rate permitted by New York law or other applicable state law, as such law may be modified by United States law of general application, until the principal hereof is paid or made available for payment. Additionally, the interest rate on the 2019 Floating Rate Notes will in no event be lower than zero. The Calculation Agent has set the initial interest rate on this Security at 1.4116% per annum, and will reset such interest rate for each 2019 Floating Rate Note Interest Period on the 2019 Floating Rate Note Interest Payment Date for the preceding 2019 Floating Rate Note Interest Period. The interest so payable, and timely paid or duly provided for, on any 2019 Floating Rate Note 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 2019 Floating Rate Note Regular Record Date for such interest, which shall be the February 15, May 15, August 15 or November 15 (whether or not a Business Date), as the case may be, next preceding such 2019 Floating Rate Note 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 2019 Floating Rate Note 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.

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Payment of the principal of 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, 16th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of and interest will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Company payment of the principal of and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

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.

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

Dated: March 3, 2016

EXXON MOBIL CORPORATION

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

B-3

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**CERTIFICATE OF AUTHENTICATION**

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

Dated: March 3, 2016

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: Deutsche Bank National Trust Company

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 (as supplemented by the Officer's Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the "Indenture"), between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the "Trustee", which term includes any successor trustee under 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 U.S. \$250,000,000, 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 number, 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 U.S. \$2,000 or any integral multiple of U.S. \$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.

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.

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 or any interest on this Security on or after the respective due dates expressed herein.



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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 or 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 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 1.439% Note due 2018]

[Face of Security]

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., 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 DTC OR A NOMINEE THEREOF. 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 DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

EXXON MOBIL CORPORATION

No. [ ]

U.S.\$[ ]  
CUSIP / ISIN: 30231G AU6 / US30231GAU67

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 Cede & Co., or registered assigns, the principal sum of [ ] UNITED STATES DOLLARS on March 1, 2018 and to pay interest thereon from March 3, 2016 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on March 1 and September 1 in each year, commencing on September 1, 2016 at the rate of 1.439% per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Fixed Rate 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 Fixed Rate Regular Record Date for such interest, which shall be the February 15 or August 15 (whether or not a Business Date), as the case may be, next preceding such Fixed Rate 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 Fixed Rate 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, 16th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of (and premium, if any) and interest will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Company payment of the principal of (and premium, if any) and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

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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.

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

Dated: March 3, 2016

EXXON MOBIL CORPORATION

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

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**CERTIFICATE OF AUTHENTICATION**

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

Dated: March 3, 2016

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: Deutsche Bank National Trust Company

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 (as supplemented by the Officer's Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the "Indenture"), between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the "Trustee", which term includes any successor trustee under 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 U.S. \$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 number, 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 U.S. \$2,000 or any integral multiple of U.S. \$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 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 a semiannual basis at the Treasury Rate (as defined herein), as determined by the Reference Treasury Dealer (as defined herein), plus 10 basis points;

plus, in each case, accrued and unpaid interest on the 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 a 360-day year consisting of twelve 30-day months.

Partial redemption must be made in an amount not less than U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof.

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 Treasury Issue” means the United States Treasury security having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Securities.

“Comparable Treasury Price” means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (b) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (c) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Reference Treasury Dealer” means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer; and (b) any other Primary Treasury Dealer(s) selected by the Company.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Redemption Date.

“Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

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.

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 hereof 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.

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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 1.708% Note due 2019]**

**[Face of Security]**

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., 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 DTC OR A NOMINEE THEREOF. 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 DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

**EXXON MOBIL CORPORATION**

No. [ ]

U.S. \$[ ]

CUSIP / ISIN: 30231G AP7 / US30231GAP72

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 Cede & Co., or registered assigns, the principal sum of [ ] UNITED STATES DOLLARS on March 1, 2019 and to pay interest thereon from March 3, 2016 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on March 1 and September 1 in each year, commencing on September 1, 2016 at the rate of 1.708% per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Fixed Rate 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 Fixed Rate Regular Record Date for such interest, which shall be the February 15 or August 15 (whether or not a Business Date), as the case may be, next preceding such Fixed Rate 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 Fixed Rate 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, 16th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of (and premium, if any) and interest will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Company payment of the principal of (and premium, if any) and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

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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.

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

Dated: March 3, 2016

EXXON MOBIL CORPORATION

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

D-3

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**CERTIFICATE OF AUTHENTICATION**

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

Dated: March 3, 2016

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: Deutsche Bank National Trust Company

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 (as supplemented by the Officer's Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the "Indenture"), between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the "Trustee", which term includes any successor trustee under 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 U.S. \$1,250,000,000, 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 number, 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 U.S. \$2,000 or any integral multiple of U.S. \$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 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 a semiannual basis at the Treasury Rate (as defined herein), as determined by the Reference Treasury Dealer (as defined herein), plus 12.5 basis points;

plus, in each case, accrued and unpaid interest on the 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 a 360-day year consisting of twelve 30-day months.

Partial redemption must be made in an amount not less than U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof.

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 Treasury Issue” means the United States Treasury security having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Securities.

“Comparable Treasury Price” means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (b) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (c) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Reference Treasury Dealer” means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer; and (b) any other Primary Treasury Dealer(s) selected by the Company.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Redemption Date.

“Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

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.

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 hereof 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.

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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 E

[Form of 2.222% Note due 2021]

[Face of Security]

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., 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 DTC OR A NOMINEE THEREOF. 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 DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

EXXON MOBIL CORPORATION

No. [ ]

U.S. \$[ ]  
CUSIP / ISIN: 30231G AV4 / US30231GAV41

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 Cede & Co., or registered assigns, the principal sum of [ ] UNITED STATES DOLLARS on March 1, 2021 and to pay interest thereon from March 3, 2016 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on March 1 and September 1 in each year, commencing on September 1, 2016 at the rate of 2.222% per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Fixed Rate 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 Fixed Rate Regular Record Date for such interest, which shall be the February 15 or August 15 (whether or not a Business Date), as the case may be, next preceding such Fixed Rate 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 Fixed Rate 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, 16th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of (and premium, if any) and interest will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Company payment of the principal of (and premium, if any) and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.



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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.

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

Dated: March 3, 2016

EXXON MOBIL CORPORATION

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

E-3

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**CERTIFICATE OF AUTHENTICATION**

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

Dated: March 3, 2016

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: Deutsche Bank National Trust Company

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 (as supplemented by the Officer's Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the "Indenture"), between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the "Trustee", which term includes any successor trustee under 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 U.S. \$2,500,000,000, 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 number, 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 U.S. \$2,000 or any integral multiple of U.S. \$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 February 1, 2021 (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 a semiannual basis at the Treasury Rate (as defined herein), as determined by the Reference Treasury Dealer (as defined herein), 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 February 1, 2021 (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 a 360-day year consisting of twelve 30-day months.

Partial redemption must be made in an amount not less than U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof.

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 Treasury Issue” means the United States Treasury security having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Securities.

“Comparable Treasury Price” means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (b) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (c) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Reference Treasury Dealer” means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer; and (b) any other Primary Treasury Dealer(s) selected by the Company.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Redemption Date.

“Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

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.

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

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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 F

[Form of 2.726% Note due 2023]

[Face of Security]

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., 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 DTC OR A NOMINEE THEREOF. 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 DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

EXXON MOBIL CORPORATION

No. [ ]

U.S. \$[ ]  
CUSIP / ISIN: 30231G AR3 / US30231GAR39

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 Cede & Co., or registered assigns, the principal sum of [ ] UNITED STATES DOLLARS on March 1, 2023 and to pay interest thereon from March 3, 2016 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on March 1 and September 1 in each year, commencing on September 1, 2016 at the rate of 2.726% per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Fixed Rate 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 Fixed Rate Regular Record Date for such interest, which shall be the February 15 or August 15 (whether or not a Business Date), as the case may be, next preceding such Fixed Rate 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 Fixed Rate 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, 16th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of (and premium, if any) and interest will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Company payment of the principal of (and premium, if any) and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

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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.



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

Dated: March 3, 2016

EXXON MOBIL CORPORATION

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

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**CERTIFICATE OF AUTHENTICATION**

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

Dated: March 3, 2016

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By: Deutsche Bank National Trust Company

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 (as supplemented by the Officer's Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the "Indenture"), between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the "Trustee", which term includes any successor trustee under 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 U.S. \$1,250,000,000, 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 number, 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 U.S. \$2,000 or any integral multiple of U.S. \$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 January 1, 2023 (two 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 a semiannual basis at the Treasury Rate (as defined herein), as determined by the Reference Treasury Dealer (as defined herein), 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 January 1, 2023 (two 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 a 360-day year consisting of twelve 30-day months.

Partial redemption must be made in an amount not less than U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof.

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 Treasury Issue” means the United States Treasury security having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Securities.

“Comparable Treasury Price” means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (b) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (c) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Reference Treasury Dealer” means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer; and (b) any other Primary Treasury Dealer(s) selected by the Company.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Redemption Date.

“Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

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.

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

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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 G

[Form of 3.043% Note due 2026]

[Face of Security]

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., 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 DTC OR A NOMINEE THEREOF. 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 DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

EXXON MOBIL CORPORATION

No. [ ]

U.S. \$[ ]

CUSIP / ISIN: 30231G AT9 / US30231GAT94

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 Cede & Co., or registered assigns, the principal sum of [ ] UNITED STATES DOLLARS on March 1, 2026 and to pay interest thereon from March 3, 2016 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on March 1 and September 1 in each year, commencing on September 1, 2016 at the rate of 3.043% per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Fixed Rate 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 Fixed Rate Regular Record Date for such interest, which shall be the February 15 or August 15 (whether or not a Business Date), as the case may be, next preceding such Fixed Rate 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 Fixed Rate 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, 16th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of (and premium, if any) and interest will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Company payment of the principal of (and premium, if any) and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

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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.

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

Dated: March 3, 2016

EXXON MOBIL CORPORATION

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

Title:

G-3



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**CERTIFICATE OF AUTHENTICATION**

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

Dated: March 3, 2016

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Trustee

By: Deutsche Bank National Trust Company

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 (as supplemented by the Officer's Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the "Indenture"), between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the "Trustee", which term includes any successor trustee under 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 U.S. \$2,500,000,000, 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 number, 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 U.S. \$2,000 or any integral multiple of U.S. \$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 1, 2025 (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 a semiannual basis at the Treasury Rate (as defined herein), as determined by the Reference Treasury Dealer (as defined herein), 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 December 1, 2025 (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 a 360-day year consisting of twelve 30-day months.

Partial redemption must be made in an amount not less than U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof.

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 Treasury Issue” means the United States Treasury security having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Securities.

“Comparable Treasury Price” means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (b) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (c) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Reference Treasury Dealer” means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer; and (b) any other Primary Treasury Dealer(s) selected by the Company.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Redemption Date.

“Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

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.

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

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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 H

[Form of 4.114% Note due 2046]

[Face of Security]

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., 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 DTC OR A NOMINEE THEREOF. 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 DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

EXXON MOBIL CORPORATION

No. [ ]

U.S. \$[ ]

CUSIP / ISIN: 30231G AW2 / US30231GAW24

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 Cede & Co., or registered assigns, the principal sum of [ ] UNITED STATES DOLLARS on March 1, 2046 and to pay interest thereon from March 3, 2016 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on March 1 and September 1 in each year, commencing on September 1, 2016 at the rate of 4.114% per annum, computed on the basis of a 360-day year comprised of twelve 30-day months, until the principal hereof is paid or made available for payment. The interest so payable, and timely paid or duly provided for, on any Fixed Rate 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 Fixed Rate Regular Record Date for such interest, which shall be the February 15 or August 15 (whether or not a Business Date), as the case may be, next preceding such Fixed Rate 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 Fixed Rate 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, 16th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of (and premium, if any) and interest will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Company payment of the principal of (and premium, if any) and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

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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.

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

Dated: March 3, 2016

EXXON MOBIL CORPORATION

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

Title:

H-3

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**CERTIFICATE OF AUTHENTICATION**

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

Dated: March 3, 2016

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Trustee

By: Deutsche Bank National Trust Company

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

H-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 (as supplemented by the Officer's Certificate setting forth the terms of the Securities dated as of the date hereof, herein called the "Indenture"), between the Company and Deutsche Bank Trust Company Americas, as Trustee (herein called the "Trustee", which term includes any successor trustee under 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 U.S. \$2,500,000,000, 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 number, 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 U.S. \$2,000 or any integral multiple of U.S. \$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 September 1, 2045 (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 a semiannual basis at the Treasury Rate (as defined herein), as determined by the Reference Treasury Dealer (as defined herein), 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 September 1, 2045 (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 a 360-day year consisting of twelve 30-day months.

Partial redemption must be made in an amount not less than U.S. \$2,000 or any integral multiple of U.S. \$1,000 in excess thereof.

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 Treasury Issue” means the United States Treasury security having a maturity comparable to the remaining term of the Securities to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Securities.

“Comparable Treasury Price” means, with respect to any Redemption Date, (a) the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (b) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (c) if only one Reference Treasury Dealer Quotation is received, such quotation.

“Reference Treasury Dealer” means (a) each of Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a “Primary Treasury Dealer”), the Company will substitute therefor another Primary Treasury Dealer; and (b) any other Primary Treasury Dealer(s) selected by the Company.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding such Redemption Date.

“Treasury Rate” means, with respect to any Redemption Date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

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.

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

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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

March 3, 2016

Exxon Mobil Corporation  
5959 Las Colinas Boulevard  
Irving, Texas 75039

Ladies and Gentlemen:

Exxon Mobil Corporation, a New Jersey corporation (the "**Company**"), has filed with the Securities and Exchange Commission a Registration Statement on FormS-3 (File No. 333-194609) (the "**Registration Statement**") for the purpose of registering under the Securities Act of 1933, as amended (the "**Securities Act**"), certain debt securities, including \$750,000,000 aggregate principal amount of its Floating Rate Notes due 2018, \$250,000,000 aggregate principal amount of its Floating Rate Notes due 2019, \$1,000,000,000 aggregate principal amount of its 1.439% Notes due 2018, \$1,250,000,000 aggregate principal amount of its 1.708% Notes due 2019, \$2,500,000,000 aggregate principal amount of its 2.222% Notes due 2021, \$1,250,000,000 aggregate principal amount of its 2.726% Notes due 2023, \$2,500,000,000 aggregate principal amount of its 3.043% Notes due 2026 and \$2,500,000,000 aggregate principal amount of its 4.114% Notes due 2046 (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, as supplemented by an officer's certificate of the Vice President and Treasurer of the Company dated March 3, 2016 (together, the "**Indenture**"). The Securities are to be sold pursuant to the Underwriting Agreement dated February 29, 2016 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.

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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 JAMES E. PARSONS, ESQ.

March 3, 2016

Exxon Mobil Corporation  
5959 Las Colinas Boulevard  
Irving, Texas 75039

Ladies and Gentlemen:

I am the Coordinator – Corporate Securities and Finance Law of Exxon Mobil Corporation, a New Jersey corporation (the “**Company**”). The Company has filed with the Securities and Exchange Commission a Registration Statement on Form S-3 (File No. 333-194609) (the “**Registration Statement**”) for the purpose of registering under the Securities Act of 1933, as amended (the “**Securities Act**”), certain debt securities, including \$750,000,000 aggregate principal amount of its Floating Rate Notes due 2018, \$250,000,000 aggregate principal amount of its Floating Rate Notes due 2019, \$1,000,000,000 aggregate principal amount of its 1.439% Notes due 2018, \$1,250,000,000 aggregate principal amount of its 1.708% Notes due 2019, \$2,500,000,000 aggregate principal amount of its 2.222% Notes due 2021, \$1,250,000,000 aggregate principal amount of its 2.726% Notes due 2023, \$2,500,000,000 aggregate principal amount of its 3.043% Notes due 2026 and \$2,500,000,000 aggregate principal amount of its 4.114% Notes due 2046 (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, as supplemented by an officer’s certificate of the Vice President and Treasurer of the Company dated March 3, 2016 (together, the “**Indenture**”). The Securities are to be sold pursuant to the Underwriting Agreement dated February 29, 2016 among the Company and the several underwriters named therein.

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.

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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/ James E. Parsons, Esq.