

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): August 13, 2019

Exxon Mobil Corporation

(Exact name of registrant as specified in its charter)

New Jersey
(State or other jurisdiction
of incorporation)

1-2256
(Commission
File Number)

13-5409005
(IRS Employer
Identification No.)

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

75039-2298
(Zip Code)

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

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

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

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

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

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

Emerging growth company

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

Item 8.01 Other Events

On August 13, 2019, Exxon Mobil Corporation (the “Company”) entered into an underwriting agreement (the “Underwriting Agreement”) with Barclays Capital Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC, 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 2022 (the “Floating Rate Notes”), (ii) \$750,000,000 aggregate principal amount of its 1.902% Notes due 2022 (the “2022 Fixed Rate Notes”), (iii) \$1,000,000,000 aggregate principal amount of its 2.019% Notes due 2024 (the “2024 Fixed Rate Notes”), (iv) \$1,000,000,000 aggregate principal amount of its 2.275% Notes due 2026 (the “2026 Fixed Rate Notes”), (v) \$1,250,000,000 aggregate principal amount of its 2.440% Notes due 2029 (the “2029 Fixed Rate Notes”), (vi) \$750,000,000 aggregate principal amount of its 2.995% Notes due 2039 (the “2039 Fixed Rate Notes”) and (vii) \$1,500,000,000 aggregate principal amount of its 3.095% Notes due 2049 (the “2049 Fixed Rate Notes” and, together with the 2022 Fixed Rate Notes, the 2024 Fixed Rate Notes, the 2026 Fixed Rate Notes, the 2029 Fixed Rate Notes and the 2039 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 August 16, 2019 establishing the terms and forms of the Notes.

The Notes were offered pursuant to the Company’s Registration Statement on FormS-3 filed with the Securities and Exchange Commission on March 10, 2017 (Reg. No. 333-216594) (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., Executive Counsel – Corporate Compliance, Securities and Finance 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	<u>Underwriting Agreement dated August 13, 2019 among Exxon Mobil Corporation, Barclays Capital Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC, as managers of the underwriters named therein</u>
4.1	<u>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)</u>
4.2	<u>Officer’s Certificate of Exxon Mobil Corporation dated August 16, 2019</u>
4.3	<u>Form of Global Note representing the Floating Rate Notes (included in Exhibit 4.2)</u>
4.4	<u>Form of Global Note representing the 2022 Fixed Rate Notes (included in Exhibit 4.2)</u>
4.5	<u>Form of Global Note representing the 2024 Fixed Rate Notes (included in Exhibit 4.2)</u>
4.6	<u>Form of Global Note representing the 2026 Fixed Rate Notes (included in Exhibit 4.2)</u>
4.7	<u>Form of Global Note representing the 2029 Fixed Rate Notes (included in Exhibit 4.2)</u>
4.8	<u>Form of Global Note representing the 2039 Fixed Rate Notes (included in Exhibit 4.2)</u>
4.9	<u>Form of Global Note representing the 2049 Fixed Rate Notes (included in Exhibit 4.2)</u>
5.1	<u>Opinion of Davis Polk & Wardwell LLP</u>
5.2	<u>Opinion of James E. Parsons, Esq., Executive Counsel – Corporate Compliance, Securities and Finance of Exxon Mobil Corporation</u>
23.1	<u>Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)</u>
23.2	<u>Consent of James E. Parsons, Esq. (included in Exhibit 5.2)</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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

EXXON MOBIL CORPORATION

Date: August 16, 2019

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

UNDERWRITING AGREEMENT

August 13, 2019
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 2022 (the “**Floating Rate Notes**”), \$750,000,000 aggregate principal amount of its 1.902% Notes due 2022 (the “**2022 Fixed Rate Notes**”), \$1,000,000,000 aggregate principal amount of its 2.019% Notes due 2024 (the “**2024 Fixed Rate Notes**”), \$1,000,000,000 aggregate principal amount of its 2.275% Notes due 2026 (the “**2026 Fixed Rate Notes**”), \$1,250,000,000 aggregate principal amount of its 2.440% Notes due 2029 (the “**2029 Fixed Rate Notes**”), \$750,000,000 aggregate principal amount of its 2.995% Notes due 2039 (the “**2039 Fixed Rate Notes**”) and \$1,500,000,000 aggregate principal amount of its 3.095% Notes due 2049 (the “**2049 Fixed Rate Notes**”) and, together with the 2022 Fixed Rate Notes, the 2024 Fixed Rate Notes, the 2026 Fixed Rate Notes, the 2029 Fixed Rate Notes and the 2039 Fixed Rate Notes, the “**Fixed Rate Notes**”). The Fixed Rate Notes together with the Floating Rate Notes are collectively 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 Floating Rate Notes at 99.90% of the principal amount of such Floating Rate Notes and accrued interest from August 16, 2019, if any, to the date of payment and delivery, (ii) the 2022 Fixed Rate Notes at 99.90% of the principal amount of such 2022 Fixed Rate Notes and accrued interest from August 16, 2019, if any, to the date of payment and delivery, (iii) the 2024 Fixed Rate Notes at 99.88% of the principal amount of such 2024 Fixed Rate Notes and accrued interest from August 16, 2019, if any, to the date of payment and delivery, (iv) the 2026 Fixed Rate Notes at 99.85% of the principal amount of such 2026 Fixed Rate Notes and accrued interest from August 16, 2019, if any, to the date of payment and delivery, (v) the 2029 Fixed Rate Notes at 99.80% of the principal amount of such 2029 Fixed Rate Notes and accrued interest from August 16, 2019, if any, to the date of payment and delivery, (vi) the 2039 Fixed Rate Notes at 99.70% of the principal amount of such 2039 Fixed Rate Notes and accrued interest from August 16, 2019, if any, to the date of payment and delivery and (vii) the 2049 Fixed Rate Notes at 99.575% of the principal amount of such 2049 Fixed Rate Notes and accrued interest from August 16, 2019, if any, to the date of payment and delivery.

Name of Underwriter	Principal Amount of Floating Rate Notes	Principal Amount of 2022 Fixed Rate Notes	Principal Amount of 2024 Fixed Rate Notes	Principal Amount of 2026 Fixed Rate Notes	Principal Amount of 2029 Fixed Rate Notes	Principal Amount of 2039 Fixed Rate Notes	Principal Amount of 2049 Fixed Rate Notes
Barclays Capital Inc.	\$ 196,500,000	\$ 196,500,000	\$ 262,000,000	\$ 262,000,000	\$ 327,500,000	\$ 196,500,000	\$ 393,000,000
J.P. Morgan Securities LLC	196,500,000	196,500,000	262,000,000	262,000,000	327,500,000	196,500,000	393,000,000
Morgan Stanley & Co. LLC	196,500,000	196,500,000	262,000,000	262,000,000	327,500,000	196,500,000	393,000,000
BofA Securities, Inc.	46,875,000	46,875,000	62,500,000	62,500,000	78,125,000	46,875,000	93,750,000
Citigroup Global Markets Inc.	46,875,000	46,875,000	62,500,000	62,500,000	78,125,000	46,875,000	93,750,000
BNP Paribas Securities Corp.	5,250,000	5,250,000	7,000,000	7,000,000	8,750,000	5,250,000	10,500,000
Deutsche Bank Securities Inc.	5,250,000	5,250,000	7,000,000	7,000,000	8,750,000	5,250,000	10,500,000
HSBC Securities (USA) Inc.	5,250,000	5,250,000	7,000,000	7,000,000	8,750,000	5,250,000	10,500,000
Mizuho Securities USA LLC	5,250,000	5,250,000	7,000,000	7,000,000	8,750,000	5,250,000	10,500,000
SG Americas Securities, LLC	5,250,000	5,250,000	7,000,000	7,000,000	8,750,000	5,250,000	10,500,000
Standard Chartered Bank	5,250,000	5,250,000	7,000,000	7,000,000	8,750,000	5,250,000	10,500,000
Wells Fargo Securities, LLC	5,250,000	5,250,000	7,000,000	7,000,000	8,750,000	5,250,000	10,500,000
Academy Securities, Inc.	3,000,000	3,000,000	4,000,000	4,000,000	5,000,000	3,000,000	6,000,000
Credit Agricole Securities (USA) Inc.	3,000,000	3,000,000	4,000,000	4,000,000	5,000,000	3,000,000	6,000,000
Goldman Sachs & Co. LLC	3,000,000	3,000,000	4,000,000	4,000,000	5,000,000	3,000,000	6,000,000
Loop Capital Markets LLC	3,000,000	3,000,000	4,000,000	4,000,000	5,000,000	3,000,000	6,000,000
Santander Investment Securities Inc.	3,000,000	3,000,000	4,000,000	4,000,000	5,000,000	3,000,000	6,000,000
Scotia Capital (USA) Inc.	3,000,000	3,000,000	4,000,000	4,000,000	5,000,000	3,000,000	6,000,000
SMBC Nikko Securities America, Inc.	3,000,000	3,000,000	4,000,000	4,000,000	5,000,000	3,000,000	6,000,000
The Standard Bank of South Africa Limited	3,000,000	3,000,000	4,000,000	4,000,000	5,000,000	3,000,000	6,000,000
The Williams Capital Group, L.P.	3,000,000	3,000,000	4,000,000	4,000,000	5,000,000	3,000,000	6,000,000
U.S. Bancorp Investments, Inc.	3,000,000	3,000,000	4,000,000	4,000,000	5,000,000	3,000,000	6,000,000
Total:	\$ 750,000,000	\$ 750,000,000	\$ 1,000,000,000	\$ 1,000,000,000	\$ 1,250,000,000	\$ 750,000,000	\$ 1,500,000,000

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 August 16, 2019, 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 August 13, 2019, and terms defined therein will have the same meanings when used in this Agreement. The following is a summary of such terms and conditions for the Offered Securities:

Principal Amount:	(i) \$750,000,000 for the Floating Rate Notes, (ii) \$750,000,000 for the 2022 Fixed Rate Notes, (iii) \$1,000,000,000 for the 2024 Fixed Rate Notes, (iv) \$1,000,000,000 for the 2026 Fixed Rate Notes, (v) \$1,250,000,000 for the 2029 Fixed Rate Notes, (vi) \$750,000,000 for the 2039 Fixed Rate Notes and (vii) \$1,500,000,000 for the 2049 Fixed Rate Notes, in each case subject to further issuances, as described below.
Maturity:	(i) August 16, 2022 for the Floating Rate Notes, (ii) August 16, 2022, for the 2022 Fixed Rate Notes, (iii) August 16, 2024 for the 2024 Fixed Rate Notes, (iv) August 16, 2026 for the 2026 Fixed Rate Notes, (v) August 16, 2029 for the 2029 Fixed Rate Notes, (vi) August 16, 2039 for the 2039 Fixed Rate Notes and (vii) August 16, 2049 for the 2049 Fixed Rate Notes.
Interest Rate:	Three-month U.S. dollar LIBOR plus 0.33% <i>per annum</i> for the Floating Rate Notes, subject to the provisions set forth under “Description of Notes—Interest on the Floating Rate Notes” in the prospectus supplement for the Notes, computed on the basis of a 360-day year and the actual number of days that have elapsed in the applicable interest period. (i) 1.902% <i>per annum</i> for the 2022 Fixed Rate Notes, (ii) 2.019% <i>per annum</i> for the 2024 Fixed Rate Notes, (iii) 2.275% <i>per annum</i> for the 2026 Fixed Rate Notes, (iv) 2.440% <i>per annum</i> for the 2029 Fixed Rate Notes, (v) 2.995% <i>per annum</i> for the 2039 Fixed Rate Notes, and (vi) 3.095% <i>per annum</i> for the 2049 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 prior to maturity. The Company may redeem (i) all or a portion of the 2022 Fixed Rate Notes at any time prior to maturity, (ii) all or a portion of the 2024 Fixed Rate Notes at any time prior to July 16, 2024 (one month prior to the maturity date of the 2024

Fixed Rate Notes), (iii) all or a portion of the 2026 Fixed Rate Notes at any time prior to June 16, 2026 (two months prior to the maturity date of the 2026 Fixed Rate Notes), (iv) all or a portion of the 2029 Fixed Rate Notes at any time prior to May 16, 2029 (three months prior to the maturity date of the 2029 Fixed Rate Notes), (v) all or a portion of the 2039 Fixed Rate Notes, at any time prior to February 16, 2039 (six months prior to the maturity date of the 2039 Fixed Rate Notes) or (vi) all or a portion of the 2049 Fixed Rate Notes, at any time prior to February 16, 2049 (six months prior to the maturity date of the 2049 Fixed Rate Notes), at a redemption price equal to the greater of (a) 100% of the principal amount of the 2022 Fixed Rate Notes, the 2024 Fixed Rate Notes, the 2026 Fixed Rate Notes, the 2029 Fixed Rate Notes, the 2039 Fixed Rate Notes or the 2049 Fixed Rate Notes, as the case may be, then outstanding to be redeemed or (b) the sum of the present values of the remaining scheduled payments of principal and interest (excluding accrued and unpaid interest to, but excluding, the date of redemption) on the 2022 Fixed Rate Notes, the 2024 Fixed Rate Notes, the 2026 Fixed Rate Notes, the 2029 Fixed Rate Notes, the 2039 Fixed Rate Notes or the 2049 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 (i) 5 basis points in the case of any redemption of the 2022 Fixed Rate Notes, (ii) 7.5 basis points, in the case of any redemption of the 2024 Fixed Rate Notes, (iii) 10 basis points, in the case of any redemption of the 2026 Fixed Rate Notes, (iv) 12.5 basis points, in the case of any redemption of the 2029 Fixed Rate Notes, (v) 15 basis points, in the case of any redemption of the 2039 Fixed Rate Notes or (vi) 15 basis points in the case of any redemption of the 2049 Fixed Rate Notes, plus, in each case, accrued and unpaid interest to, but excluding, the date of redemption.

In addition, (i) in the case of the 2024 Fixed Rate Notes, on and after July 16, 2024 (one month prior to the maturity date of the 2024 Fixed Rate Notes), (ii) in the case of the 2026 Fixed Rate Notes, on and after June 16, 2026 (two months prior to the maturity date of the 2026 Fixed Rate Notes), (iii) in the case of the 2029 Fixed Rate Notes, on and after May 16, 2029 (three months prior to the maturity date of the 2029 Fixed Rate Notes),

(iv) in the case of the 2039 Fixed Rate Notes, on and after February 16, 2039 (six months prior to the maturity date of the 2039 Fixed Rate Notes) and (v) in the case of the 2049 Fixed Rate Notes, on and after February 16, 2049 (six months prior to the maturity date of the 2049 Fixed Rate Notes), the Company may redeem the 2024 Fixed Rate Notes, 2026 Fixed Rate Notes, 2029 Fixed Rate Notes, 2039 Fixed Rate Notes or the 2049 Fixed Rate Notes, as applicable, at its option, at any time, either in whole or in part, at a redemption price equal to 100% of the principal amount of the 2024 Fixed Rate Notes, 2026 Fixed Rate Notes, 2029 Fixed Rate Notes, 2039 Fixed Rate Notes or the 2049 Fixed Rate Notes, as applicable, to be redeemed, plus, in each case, accrued and unpaid interest to, but excluding, the date of redemption.

Interest Payment Dates: February 16, May 16, August 16 and November 16, commencing November 16, 2019 (the Interest payable on November 16, 2019 being in respect of the period commencing August 16, 2019) for the Floating Rate Notes. February 16 and August 16, commencing February 16, 2020 (the Interest payable on February 16, 2020 being in respect of the period commencing August 16, 2019) for each series of the Fixed Rate Notes.

Form and Denomination: 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.

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

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 August 13, 2019 and the prospectus supplement for the Offered Securities to be dated August 13, 2019:

- (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.

In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

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

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

The term “*Depository*” as used therein shall mean The Depository Trust Company, the term “*Trade Date*” as used therein shall mean August 13, 2019, and the term “*Manager*” as used therein shall mean Barclays Capital Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC, whose authority thereunder may be exercised by them jointly.

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

Very truly yours,

BARCLAYS CAPITAL INC.

By: /s/ Andrew N. Pocius

Name: Andrew N. Pocius

Title: Managing Director

J.P. MORGAN SECURITIES LLC

By: /s/ Robert Bottamedi

Name: Robert Bottamedi

Title: Executive Director

MORGAN STANLEY & CO. LLC

By: /s/ Ian Drewe

Name: Ian Drewe

Title: Executive Director

[Signature Page to Underwriting Agreement]

Accepted:

EXXON MOBIL CORPORATION

By: /s/ Robert N. Schleckser

Name: Robert N. Schleckser

Title: Vice President and Treasurer

[Signature Page to Underwriting Agreement]

Schedule A

General Use Free Writing Prospectuses

- 1) Pricing Term Sheet for the Offered Securities, dated August 13, 2019 (set forth in Schedule B)

Schedule B

Pricing Term Sheet

Exxon Mobil Corporation

\$750,000,000 Floating Rate Notes due 2022 (the "*Floating Rate Notes*")

Issuer: Exxon Mobil Corporation (the "*Company*")

Security: Senior unsecured floating rate notes

Principal Amount: \$750,000,000

Maturity Date: August 16, 2022

Interest Rate: Three Month LIBOR plus 0.33% *per annum* payable and reset quarterly

See "Description of Notes—Interest on the Floating Rate Notes—Effect of Benchmark Transition Event" contained in the prospectus supplement filed with the SEC for the offering to which this communication relates, which describes how the coupon payments will be determined by reference to a different base rate than LIBOR following the occurrence of a Benchmark Transition Event, as defined in the prospectus supplement.

Interest Payment Dates: Quarterly each February 16, May 16, August 16 and November 16, commencing November 16, 2019

Price to Public: 100.000%

Trade Date: August 13, 2019

Settlement Date: August 16, 2019 (T+3)*

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

CUSIP/ISIN: 30231G BA9/US30231GBA94

Joint Book-Running Managers: Barclays Capital Inc.
J.P. Morgan Securities LLC
Morgan Stanley & Co. LLC
BofA Securities, Inc.
Citigroup Global Markets Inc.

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

Co-Managers:

Academy Securities, Inc.
Credit Agricole Securities (USA) Inc.
Goldman Sachs & Co. LLC
Loop Capital Markets LLC
Santander Investment Securities Inc.
Scotia Capital (USA) Inc.
SMBC Nikko Securities America, Inc.
Standard Bank
The Williams Capital Group, L.P.
U.S. Bancorp Investments, Inc.

	\$750,000,000 1.902% Notes due 2022 (the “ 2022 Fixed Rate Notes ”)
	\$1,000,000,000 2.019% Notes due 2024 (the “ 2024 Fixed Rate Notes ”)
	\$1,000,000,000 2.275% Notes due 2026 (the “ 2026 Fixed Rate Notes ”)
	\$1,250,000,000 2.440% Notes due 2029 (the “ 2029 Fixed Rate Notes ”)
	\$750,000,000 2.995% Notes due 2039 (the “ 2039 Fixed Rate Notes ”)
	\$1,500,000,000 3.095% Notes due 2049 (the “ 2049 Fixed Rate Notes ”)
Issuer:	Exxon Mobil Corporation (the “ Company ”)
Security:	Senior unsecured fixed rate notes
Principal Amount:	\$750,000,000 of 2022 Fixed Rate Notes \$1,000,000,000 of 2024 Fixed Rate Notes \$1,000,000,000 of 2026 Fixed Rate Notes \$1,250,000,000 of 2029 Fixed Rate Notes \$750,000,000 of 2039 Fixed Rate Notes \$1,500,000,000 of 2049 Fixed Rate Notes
Maturity Date:	August 16, 2022 for the 2022 Fixed Rate Notes August 16, 2024 for the 2024 Fixed Rate Notes August 16, 2026 for the 2026 Fixed Rate Notes August 16, 2029 for the 2029 Fixed Rate Notes August 16, 2039 for the 2039 Fixed Rate Notes August 16, 2049 for the 2049 Fixed Rate Notes
Coupon (Interest Rate):	1.902% <i>per annum</i> for the 2022 Fixed Rate Notes 2.019% <i>per annum</i> for the 2024 Fixed Rate Notes 2.275% <i>per annum</i> for the 2026 Fixed Rate Notes 2.440% <i>per annum</i> for the 2029 Fixed Rate Notes 2.995% <i>per annum</i> for the 2039 Fixed Rate Notes 3.095% <i>per annum</i> for the 2049 Fixed Rate Notes
Interest Payment Dates:	Semi-annually each February 16 and August 16, commencing February 16, 2020, for the 2022 Fixed Rate Notes, the 2024 Fixed Rate Notes, the 2026 Fixed Rate Notes, the 2029 Fixed Rate Notes, the 2039 Fixed Rate Notes and the 2049 Fixed Rate Notes
Price to Public:	100.000% for the 2022 Fixed Rate Notes 100.000% for the 2024 Fixed Rate Notes 100.000% for the 2026 Fixed Rate Notes 100.000% for the 2029 Fixed Rate Notes 100.000% for the 2039 Fixed Rate Notes 100.000% for the 2049 Fixed Rate Notes

Benchmark Treasury:	1.50% due August 15, 2022 for the 2022 Fixed Rate Notes 1.75% due July 31, 2024 for the 2024 Fixed Rate Notes 1.875% due July 31, 2026 for the 2026 Fixed Rate Notes 1.625% due August 15, 2029 for the 2029 Fixed Rate Notes 2.875% due May 15, 2049 for the 2039 Fixed Rate Notes 2.875% due May 15, 2049 for the 2049 Fixed Rate Notes
Benchmark Treasury Yield:	1.602% for the 2022 Fixed Rate Notes 1.569% for the 2024 Fixed Rate Notes 1.625% for the 2026 Fixed Rate Notes 1.690% for the 2029 Fixed Rate Notes 2.145% for the 2039 Fixed Rate Notes 2.145% for the 2049 Fixed Rate Notes
Spread to Benchmark Treasury:	30 basis points for the 2022 Fixed Rate Notes 45 basis points for the 2024 Fixed Rate Notes 65 basis points for the 2026 Fixed Rate Notes 75 basis points for the 2029 Fixed Rate Notes 85 basis points for the 2039 Fixed Rate Notes 95 basis points for the 2049 Fixed Rate Notes
Yield to Maturity:	1.902% for the 2022 Fixed Rate Notes 2.019% for the 2024 Fixed Rate Notes 2.275% for the 2026 Fixed Rate Notes 2.440% for the 2029 Fixed Rate Notes 2.995% for the 2039 Fixed Rate Notes 3.095% for the 2049 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 (x) 100% of the principal amount of the Fixed Rate Notes then outstanding to be redeemed or (y) the sum of the present values of the remaining scheduled payments of principal and interest (excluding accrued and unpaid interest to, but excluding, the date of redemption) on the 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), (i) at any time prior to maturity at a discount rate of Treasury <i>plus</i> 5 basis points, for the 2022 Fixed Rate Notes, (ii) at any time prior to July 16, 2024 (one month prior to the maturity date of the 2024 Fixed Rate Notes) at a discount rate of Treasury <i>plus</i> 7.5 basis points, for the 2024 Fixed Rate Notes, (iii) at any time prior to June 16, 2026 (two months prior to the maturity date of the 2026 Fixed Rate Notes) at a discount rate of Treasury <i>plus</i> 10 basis points, for the 2026 Fixed Rate Notes, (iv) at any time prior to May 16, 2029 (three months prior to the maturity date of the 2029 Fixed Rate Notes) at a discount rate of Treasury <i>plus</i> 12.5 basis points, for the 2029 Fixed Rate Notes, (v) at any time prior to February 16, 2039 (six months prior to the maturity date of the 2039 Fixed Rate Notes) at a discount rate of Treasury <i>plus</i> 15 basis points, for the 2039 Fixed

Rate Notes, and (vi) at any time prior to February 16, 2049 (six months prior to the maturity date of the 2049 Fixed Rate Notes) at a discount rate of Treasury *plus* 15 basis points, for the 2049 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 July 16, 2024 (one month prior to the maturity date of the 2024 Fixed Rate Notes), the Company may redeem the 2024 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2024 Fixed Rate Notes to be redeemed, *plus* accrued and unpaid interest to, but excluding, the date of redemption

At any time on and after June 16, 2026 (two 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 May 16, 2029 (three months prior to the maturity date of the 2029 Fixed Rate Notes), the Company may redeem the 2029 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2029 Fixed Rate Notes to be redeemed, *plus* accrued and unpaid interest to, but excluding, the date of redemption

At any time on and after February 16, 2039 (six months prior to the maturity date of the 2039 Fixed Rate Notes), the Company may redeem the 2039 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2039 Fixed Rate Notes to be redeemed, *plus* accrued and unpaid interest to, but excluding, the date of redemption

At any time on and after February 16, 2049 (six months prior to the maturity date of the 2049 Fixed Rate Notes), the Company may redeem the 2049 Fixed Rate Notes, in whole or in part, at 100% of the aggregate principal amount of 2049 Fixed Rate Notes to be redeemed, *plus* accrued and unpaid interest to, but excluding, the date of redemption

Trade Date: August 13, 2019

Settlement Date: August 16, 2019 (T+3)*

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

CUSIP/ISIN: 30231G BB7/US30231G BB77 for the 2022 Fixed Rate Notes
30231G BC5/US30231G BC50 for the 2024 Fixed Rate Notes
30231G BD3/US30231G BD34 for the 2026 Fixed Rate Notes
30231G BE1/US30231G BE17 for the 2029 Fixed Rate Notes
30231G AY8/US30231G AY89 for the 2039 Fixed Rate Notes
30231G AZ5/US30231G AZ54 for the 2049 Fixed Rate Notes

Joint Book-Running Managers:	Barclays Capital Inc. J.P. Morgan Securities LLC Morgan Stanley & Co. LLC BofA Securities, Inc. Citigroup Global Markets Inc.
Senior Co-Managers:	BNP Paribas Securities Corp. Deutsche Bank Securities Inc. HSBC Securities (USA) Inc. Mizuho Securities USA Inc. SG Americas Securities, LLC Standard Chartered Bank Wells Fargo Securities, LLC
Co-Managers:	Academy Securities, Inc. Credit Agricole Securities (USA) Inc. Goldman Sachs & Co. LLC Loop Capital Markets LLC Santander Investment Securities Inc. Scotia Capital (USA) Inc. SMBC Nikko Securities America, Inc. Standard Bank The Williams Capital Group, L.P. U.S. Bancorp Investments, Inc.

*** Under Rule 15c6-1 under the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes on the date of pricing will be required, by virtue of the fact that the Notes initially will settle T+3, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of Notes who wish to trade the Notes on the date of pricing should consult their own advisors.**

The Company has filed a registration statement (including a preliminary prospectus supplement and an accompanying prospectus) with the Securities and Exchange Commission (the "SEC") for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents that the Company has filed with the SEC, including the preliminary prospectus supplement, for more complete information about the Company and this offering. You may get these documents for free by visiting the SEC website at www.sec.gov. Alternatively, the Company, any underwriter or any dealer participating in the offering will arrange to send you the preliminary prospectus supplement and the accompanying prospectus if you request it by contacting: Barclays Capital Inc., c/o Broadridge Financial Solutions, Inc., 1155 Long Island Avenue, Edgewood, NY 11717, e-mail: barclaysprospectus@broadridge.com, telephone: (888) 603-5847; J.P. Morgan Securities LLC at (212) 834-4533; or Morgan Stanley & Co. LLC, 180 Varick Street, New York, NY 10014, Attention: Prospectus Department, telephone: (866) 718-1649, email: prospectus@morganstanley.com.

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.

**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 30, 2019 and in resolutions of the Finance Committee of the Board of Directors of the Company duly adopted on January 30, 2019 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 2022" (the "Floating Rate Notes"); (b) a series of the Company's debt securities designated as "1.902% Notes due 2022" (the "2022 Fixed Rate Notes"); (c) a series of the Company's debt securities designated as "2.019% Notes due 2024" (the "2024 Fixed Rate Notes"); (d) a series of the Company's debt securities designated as "2.275% Notes due 2026" (the "2026 Fixed Rate Notes"); (e) a series of the Company's debt securities designated as "2.440% Notes due 2029" (the "2029 Fixed Rate Notes"); (f) a series of the Company's debt securities designated as "2.995% Notes due 2039" (the "2039 Fixed Rate Notes"); and (g) a series of the Company's debt securities designated as "3.095% Notes due 2049" (the "2049 Fixed Rate Notes" and, together with the 2022 Fixed Rate Notes, the 2024 Fixed Rate Notes, the 2026 Fixed Rate Notes, the 2029 Fixed Rate Notes and the 2039 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. 333-216594) 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 Floating Rate Notes are entitled "Floating Rate Notes". The 2022 Fixed Rate Notes are entitled "1.902% Notes due 2022". The 2024 Fixed Rate Notes are entitled "2.019% Notes due 2024". The 2026 Fixed Rate Notes are entitled "2.275% Notes due 2026". The 2029 Fixed Rate Notes are entitled "2.440% Notes due 2029". The 2039 Fixed Rate Notes are entitled "2.995% Notes due 2039". The 2049 Fixed Rate Notes are entitled "3.095% Notes due 2049".

II (a) The Floating Rate Notes are limited in aggregate principal amount to U.S. \$750,000,000; (b) the 2022 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$750,000,000; (c) the 2024 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$1,000,000,000; (d) the 2026 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$1,000,000,000; (e) the 2029 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$1,250,000,000; (f) the 2039 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$750,000,000; and (g) the 2049 Fixed Rate Notes are limited in aggregate principal amount to U.S. \$1,500,000,000, 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 Floating Rate Notes will mature on August 16, 2022; (b) the 2022 Fixed Rate Notes will mature on August 16, 2022; (c) the 2024 Fixed Rate Notes will mature on August 16, 2024; (d) the 2026 Fixed Rate Notes will mature on August 16, 2026; (e) the 2029 Fixed Rate Notes will mature on August 16, 2029; (f) the 2039 Fixed Rate Notes will mature on August 16, 2039; and (g) the 2049 Fixed Rate Notes will mature on August 16, 2049, 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 (1) Interest on the Floating Rate Notes

The Floating Rate Notes will bear interest at a rate for each 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 Floating Rate Notes at 2.49838% per annum and will reset such interest rate applicable to the Floating Rate Notes for each Floating Rate Interest Period on the Floating Rate Interest Payment Date (as defined below) for the preceding 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 Floating Rate Interest Period. Upon written request from any registered Holder of Floating Rate Notes, the Calculation Agent will provide the interest rate in effect on the Floating Rate Notes for the current Floating Rate Interest Period and, if such written request is made after the Floating Rate Interest Determination Date, the interest rate to be in effect for the next Floating Rate Interest Period.

The Floating Rate Notes will bear interest from August 16, 2019, or from the most recent Floating Rate Interest Payment Date to which interest has been paid or provided for (as modified, if applicable, by the succeeding paragraph herein) to, but excluding, the next Floating Rate Interest Payment Date or Maturity (as modified, if applicable, by the succeeding paragraph herein), as the case may be (each of these periods, a "Floating Rate Interest Period"), at a rate per annum equal to the Benchmark (as defined below) (which will initially be Three-Month LIBOR (as defined below)) as determined on the applicable Floating Rate Interest Determination Date plus 0.33%, payable quarterly in arrears on February 16, May 16, August 16 and November 16 of each year (as modified, if applicable, by the succeeding paragraph herein) (each a "Floating Rate Interest Payment Date"), commencing on November 16, 2019 to the persons in whose names the Floating Rate Notes are registered at the close of business on the immediately preceding February 1, May 1, August 1 or November 1, respectively, whether or not such date is a Business Day (as defined below) (each a "Floating Rate 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.

Subject to the Benchmark Transition Provisions (as defined below), "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.

Notwithstanding subclauses (a) or (b) above, if the Company or the Company's designee (which, for all purposes hereunder, may be the calculation agent, a successor calculation agent, or other designee of the Company) determines on or prior to the relevant Floating Rate Interest Determination Date that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, then (i) the Company shall promptly provide notice of such determination to the Calculation Agent and (ii) the provisions set forth below under the heading "Effect of Benchmark Transition Event" (the "Benchmark Transition Provisions") will thereafter apply to all determinations, calculations and quotations made or obtained for the purposes of calculating the rate and amount of interest payable on the Floating Rate Notes during a relevant Floating Rate Interest Period. In accordance with the Benchmark Transition Provisions, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the amount of interest that will be payable for each Floating Rate Interest Period will be a rate per annum equal to the sum of the Benchmark Replacement and the margin of 0.33%, as determined by the Company or the Company's designee.

However, if the Company or the Company's designee determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, but for any reason the Benchmark Replacement has not been determined as of the relevant Floating Rate Interest Determination Date, the interest rate for the applicable Floating Rate Interest Period will be equal to the interest rate for the Floating Rate Notes on the last Floating Rate Interest Determination Date, as determined by the Company or the Company's designee.

All percentages resulting from any calculation of any interest rate for the Floating Rate Notes 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 by the Calculation Agent will (in the absence of manifest error) be final and binding on the registered Holders of the Floating Rate Notes, the Trustee and the Company.

The interest rate on the Floating Rate Notes 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 will in no event be lower than zero.

Effect of Benchmark Transition Event

If the Company or the Company's designee determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Floating Rate Notes in respect of such determination on such date and all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Company or the Company's designee will have the right to make Benchmark Replacement Conforming Changes from time to time. Any determination, decision, election or calculation that may be made by the Company or the Company's designee pursuant to the Benchmark Transition Provisions described herein, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, may be made in the Company or the Company's designee's sole discretion and notwithstanding anything to the contrary in any documentation relating to the Floating Rate Notes, shall become effective without consent from the holders of the Floating Rate Notes or any other party.

For purposes of this Clause IV(1):

"*Benchmark*" means, initially, three-month U.S. dollar LIBOR; *provided* that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to three-month U.S. dollar LIBOR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement.

"*Benchmark Replacement*" means the Interpolated Benchmark with respect to the then-current Benchmark, plus the Benchmark Replacement Adjustment for such Benchmark; *provided* that if the Company or the Company's designee cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Company or the Company's designee as of the Benchmark Replacement Date:

- (1) the sum of (a) Term SOFR and (b) the Benchmark Replacement Adjustment;
- (2) the sum of (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;
- (3) the sum of (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;
- (4) the sum of (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; and
- (5) the sum of (a) the alternate rate of interest that has been selected by the Company or the Company's designee as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

"*Benchmark Replacement Adjustment*" means the first alternative set forth in the order below that can be determined by the Company or the Company's designee as of the Benchmark Replacement Date:

- (1) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; and
- (3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Company or the Company's designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time.

"*Benchmark Replacement Conforming Changes*" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Floating Rate Interest Period" or "interest period," timing and frequency of determining rates and making payments of interest, rounding

of amounts or tenors, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the interest period and other administrative matters) that the Company or the Company’s designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Company or the Company’s designee decides that adoption of any portion of such market practice is not administratively feasible or if the Company or the Company’s designee determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Company or the Company’s designee determines is reasonably necessary).

“*Benchmark Replacement Date*” means the earliest to occur of the following events with respect to the then-current Benchmark:

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; and
- (2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

“*Benchmark Transition Event*” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (1) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely; *provided* that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or
- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

“*Compounded SOFR*” means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate being established by the Company or the Company’s designee in accordance with:

- (1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; *provided* that:
- (2) if and to the extent that the Company or the Company’s designee determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Company or the Company’s designee giving due consideration to any industry-accepted market practice for U.S. dollar-denominated floating rate notes at such time.

For the avoidance of doubt, the calculation of Compounded SOFR shall exclude the Benchmark Replacement Adjustment and the applicable margin of 0.33%.

“*Corresponding Tenor*” with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark.

“*Interpolated Benchmark*” with respect to the Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between (1) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (2) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor.

“*ISDA Definitions*” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

“*ISDA Fallback Adjustment*” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

“*ISDA Fallback Rate*” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor, excluding the applicable ISDA Fallback Adjustment.

“*Reference Time*” with respect to any determination of the Benchmark means (1) if the Benchmark is three-month U.S. dollar LIBOR, 11:00 a.m. (London time) on the relevant interest determination date and (2) if the Benchmark is not three-month U.S. dollar LIBOR, the time determined by the Company or the Company’s designee in accordance with the Benchmark Replacement Conforming Changes.

“*Relevant Governmental Body*” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

“*SOFR*” with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, or a successor administrator, on the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

“*Term SOFR*” means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“*Unadjusted Benchmark Replacement*” means the Benchmark Replacement, excluding the Benchmark Replacement Adjustment.

(2) Interest on the Fixed Rate Notes

Interest on the Fixed Rate Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. The 2022 Fixed Rate Notes will bear interest from August 16, 2019, 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 1.902% per annum, payable semiannually in arrears on February 16 and August 16 of each year (each a “Fixed Rate Interest Payment Date”), commencing on February 16, 2020 to the persons in whose names the 2022 Fixed Rate Notes are registered at the close of business on the immediately preceding February 1 and August 1, respectively, whether or not such date is a Business Day (each a “Fixed Rate Regular Record Date”). The 2024 Fixed Rate Notes will bear interest for each Fixed Rate Interest Period at the rate of 2.019% per annum, payable semiannually in arrears on each Fixed Rate Interest Payment Date, commencing on February 16, 2020 to the persons in whose names the 2024 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 2.275% per annum, payable semiannually in arrears on each Fixed Rate Interest Payment Date, commencing on February 16, 2020 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 2029 Fixed Rate Notes will bear interest for each Fixed Rate Interest Period at the rate of 2.440% per annum, payable semiannually in arrears on each Fixed Rate

Interest Payment Date, commencing on February 16, 2020 to the persons in whose names the 2029 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 2039 Fixed Rate Notes will bear interest for each Fixed Rate Interest Period at the rate of 2.995% per annum, payable semiannually in arrears on each Fixed Rate Interest Payment Date, commencing on February 16, 2020 to the persons in whose names the 2039 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 2049 Fixed Rate Notes will bear interest for each Fixed Rate Interest Period at the rate of 3.095% per annum, payable semiannually in arrears on each Fixed Rate Interest Payment Date, commencing on February 16, 2020 to the persons in whose names the 2049 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, 24th 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 before maturity.

Any or all of the 2022 Fixed Rate Notes are redeemable at the Company’s option, at any time prior to Maturity at a redemption price for any 2022 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 2022 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2022 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 5 basis points;

plus, in each case, accrued and unpaid interest on such 2022 Fixed Rate Notes to the Redemption Date.

Any or all of the 2024 Fixed Rate Notes are redeemable at the Company’s option, at any time prior to July 16, 2024 (the date that is one month before Maturity) at a redemption price for any 2024 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 2024 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2024 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 7.5 basis points;

plus, in each case, accrued and unpaid interest on such 2024 Fixed Rate Notes to the Redemption Date. Any or all of the 2024 Fixed Rate Notes are redeemable at the Company’s option, at any time on or after July 16, 2024 (the date that is one month before Maturity), at a redemption price for any 2024 Fixed Rate Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2024 Fixed Rate Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2024 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 June 16, 2026 (the date that is two 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 10 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 June 16, 2026 (the date that is two 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 2029 Fixed Rate Notes are redeemable at the Company's option, at any time prior to May 16, 2029 (the date that is three months before Maturity) at a redemption price for any 2029 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 2029 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2029 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;

plus, in each case, accrued and unpaid interest on such 2029 Fixed Rate Notes to the Redemption Date. Any or all of the 2029 Fixed Rate Notes are redeemable at the Company's option, at any time on or after May 16, 2029 (the date that is three months before Maturity), at a redemption price for any 2029 Fixed Rate Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2029 Fixed Rate Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2029 Fixed Rate Notes to such Redemption Date.

Any or all of the 2039 Fixed Rate Notes are redeemable at the Company's option, at any time prior to February 16, 2039 (the date that is six months before Maturity) at a redemption price for any 2039 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 2039 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2039 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 2039 Fixed Rate Notes to the Redemption Date. Any or all of the 2039 Fixed Rate Notes are redeemable at the Company's option, at any time on or after February 16, 2039 (the date that is six months before Maturity), at a redemption price for any 2039 Fixed Rate Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2039 Fixed Rate Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2039 Fixed Rate Notes to such Redemption Date.

Any or all of the 2049 Fixed Rate Notes are redeemable at the Company's option, at any time prior to February 16, 2049 (the date that is six months before Maturity) at a redemption price for any 2049 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 2049 Fixed Rate Notes being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the 2049 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 2049 Fixed Rate Notes to the Redemption Date. Any or all of the 2049 Fixed Rate Notes are redeemable at the Company's option, at any time on or after February 16, 2049 (the date that is six months before Maturity), at a redemption price for any 2049 Fixed Rate Notes to be redeemed on a Redemption Date equal to 100% of the principal amount of the 2049 Fixed Rate Notes being redeemed on such Redemption Date plus, in each case, accrued and unpaid interest on the 2049 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 Barclays Capital Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC (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, subject to the Benchmark Transition Provisions, 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 depositary. DTC, or any successor depositary for the Notes permitted by the terms of the Indenture, this Officer’s Certificate and the Notes, is hereinafter referred to as the “Depositary.” Except as set forth in the Indenture, owners of beneficial interests in the Notes will not be entitled to have Notes registered in their names, will not receive or be entitled to receive Notes in definitive form and will not be considered Holders of Notes under the Indenture.

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

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

XII The issue price to public of the Floating Rate Notes shall be 100% of the principal amount of the Floating Rate Notes. The issue price to public of the 2022 Fixed Rate Notes shall be 100% of the principal amount of the 2022 Fixed Rate Notes. The issue price to public of the 2024 Fixed Rate Notes shall be 100% of the principal amount of the 2024 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 2029 Fixed Rate Notes shall be 100% of the principal amount of the 2029 Fixed Rate Notes. The issue price to public of the 2039 Fixed Rate Notes shall be 100% of the principal amount of the 2039 Fixed Rate Notes. The issue price to public of the 2049 Fixed Rate Notes shall be 100% of the principal amount of the 2049 Fixed Rate Notes.

XIII The underwriters’ commission or discount as a percentage of the principal amount of the Floating Rate Notes shall be 0.100% of the principal amount of the Floating Rate Notes. The underwriters’ commission or discount as a percentage of the principal amount of the 2022 Fixed Rate Notes shall be 0.100% of the principal amount of the 2022 Fixed Rate Notes. The underwriters’ commission or discount as a percentage of the principal amount of the 2024 Fixed Rate Notes shall be 0.120% of the principal amount of the 2024 Fixed Rate Notes. The

underwriters' commission or discount as a percentage of the principal amount of the 2026 Fixed Rate Notes shall be 0.150% of the principal amount of the 2026 Fixed Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2029 Fixed Rate Notes shall be 0.200% of the principal amount of the 2029 Fixed Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2039 Fixed Rate Notes shall be 0.300% of the principal amount of the 2039 Fixed Rate Notes. The underwriters' commission or discount as a percentage of the principal amount of the 2049 Fixed Rate Notes shall be 0.425% of the principal amount of the 2049 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 and Exhibit G.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate on behalf of the Company as of this 16th day of August, 2019.

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 2022]

[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 BA9 / US30231GBA94

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 August 16, 2022 and to pay interest thereon from August 16, 2019 or from the most recent Floating Rate Interest Payment Date to which interest has been paid or duly provided for, quarterly in arrears on February 16, May 16, August 16 and November 16 in each year, commencing on November 16, 2019 at a rate per annum equal to the Benchmark (which will initially be three-month LIBOR) as determined on the Floating Rate Interest Determination Date for that Floating Rate Interest Period, plus 0.33% 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 Floating Rate 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 Floating Rate Notes will in no event be lower than zero. Pursuant to Clause IV(1) of the Officer’s Certificate (hereinafter defined), following the occurrence of a Benchmark Transition Event, the interest rate for any Floating Rate Interest Period will be determined by reference to a different base rate than three-month LIBOR, in accordance with the provisions set forth under the heading “Effect of Benchmark Transition Event” in such Clause IV(1). The Calculation Agent has set the initial interest rate on this Security at 2.49838% per annum, and will reset such interest rate for each Floating Rate Interest Period on the Floating Rate Interest Payment Date for the preceding Floating Rate Interest Period. The interest so payable, and timely paid or duly provided for, on any Floating 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 Floating Rate Regular Record Date, which shall be the February 1, May 1, August 1 or November 1 (whether or not a Business Date), as the case may be, next preceding such Floating 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 Floating 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 any such interest on this Security will be made at the office or agency of the Company maintained for that purpose, pursuant to the Indenture, which shall initially be the Corporate Trust Office of the Trustee located at 60 Wall Street, 24th Floor, Trust & Agency Services, New York, New York 10005, in such coin or currency of the 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.

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

Dated: August 16, 2019

EXXON MOBIL CORPORATION

By: _____
Title:

A-3

CERTIFICATE OF AUTHENTICATION

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

Dated: August 16, 2019

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: _____
Title: Authorized Signatory

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014 (as supplemented by the Officer's Certificate (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 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 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 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 1.902% Note due 2022]

[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 BB7 / US30231G BB77

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 August 16, 2022 and to pay interest thereon from August 16, 2019 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on February 16 and August 16 in each year, commencing on February 16, 2020 at the rate of 1.902% 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 1 or August 1 (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, 24th 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.

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

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

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

Dated: August 16, 2019

EXXON MOBIL CORPORATION

By: _____
Title:

B-3

CERTIFICATE OF AUTHENTICATION

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

Dated: August 16, 2019

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: _____
Title: Authorized Signatory

B-4

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014 (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.

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 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 Barclays Capital Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC (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 received from the Holders of a majority in principal amount of the Outstanding Securities of all affected series a direction inconsistent with such request and shall have failed to institute such proceedings within 60 days; *provided, however*, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of (and premium, if any) or any interest on this Security on or after the respective due dates expressed herein.

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

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

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

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

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

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

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

EXHIBIT C

[Form of 2.019% Note due 2024]

[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 BC5 / US30231GBC50

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 August 16, 2024 and to pay interest thereon from August 16, 2019 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on February 16 and August 16 in each year, commencing on February 16, 2020 at the rate of 2.019% 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 1 or August 1 (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, 24th 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.

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

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

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

Dated: August 16, 2019

EXXON MOBIL CORPORATION

By: _____
Title:

C-3

CERTIFICATE OF AUTHENTICATION

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

Dated: August 16, 2019

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: _____
Title: Authorized Signatory

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014 (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 July 16, 2024 (one month before Maturity of the Securities) will be equal to the greater of the following amounts:

- 100% of the principal amount of the Securities being redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the Securities being redeemed on that Redemption Date (not including any portion of any payments of interest accrued to such Redemption Date) discounted to their present value as of such Redemption Date on a semiannual basis at the Treasury Rate (as defined herein), as determined by the Reference Treasury Dealer (as defined herein), plus 7.5 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 July 16, 2024 (one month before Maturity of the Securities) will be equal to 100% of the principal amount of the Securities being redeemed on such Redemption Date, plus accrued and unpaid interest on such Securities to such Redemption Date.

Notwithstanding the foregoing, installments of interest on the Securities that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the relevant Interest Payment Date to the Holders of the Securities as of the close of business on the Regular Record Date immediately preceding such Interest Payment Date. The redemption price will be calculated on the basis of 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 Barclays Capital Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC (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.

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 2.275% 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 BD3 / US30231GBD34

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 August 16, 2026 and to pay interest thereon from August 16, 2019 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on February 16 and August 16 in each year, commencing on February 16, 2020 at the rate of 2.275% 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 1 or August 1 (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, 24th 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.

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

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

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

Dated: August 16, 2019

EXXON MOBIL CORPORATION

By: _____
Title:

D-3

CERTIFICATE OF AUTHENTICATION

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

Dated: August 16, 2019

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: _____
Title: Authorized Signatory

D-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. \$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 June 16, 2026 (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 10 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 June 16, 2026 (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 Barclays Capital Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC (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.

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 2.440% Note due 2029]

[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 BE1 / US30231G BE17

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 August 16, 2029 and to pay interest thereon from August 16, 2019 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on February 16 and August 16 in each year, commencing on February 16, 2020 at the rate of 2.440% 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 1 or August 1 (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, 24th 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.

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

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

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

Dated: August 16, 2019

EXXON MOBIL CORPORATION

By: _____
Title:

E-3

CERTIFICATE OF AUTHENTICATION

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

Dated: August 16, 2019

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: _____
Title: Authorized Signatory

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014 (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 May 16, 2029 (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 12.5 basis points;

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

The redemption price for any Securities to be redeemed on a Redemption Date that is on or after May 16, 2029 (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 Barclays Capital Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC (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.

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 2.995% Note due 2039]

[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 AY8 / US30231GAY89

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 August 16, 2039 and to pay interest thereon from August 16, 2019 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on February 16 and August 16 in each year, commencing on February 16, 2020 at the rate of 2.995% 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 1 or August 1 (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, 24th 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.

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

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

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

Dated: August 16, 2019

EXXON MOBIL CORPORATION

By: _____
Title:

F-3

CERTIFICATE OF AUTHENTICATION

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

Dated: August 16, 2019

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: _____
Title: Authorized Signatory

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014 (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.

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 16, 2039 (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 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 16, 2039 (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 Barclays Capital Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC (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.

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 3.095% Note due 2049]

[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 AZ5 / US30231GAZ54

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 August 16, 2049 and to pay interest thereon from August 16, 2019 or from the most recent Fixed Rate Interest Payment Date to which interest has been paid or duly provided for, semiannually in arrears on February 16 and August 16 in each year, commencing on February 16, 2020 at the rate of 3.095% 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 1 or August 1 (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, 24th 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.

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

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

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

Dated: August 16, 2019

EXXON MOBIL CORPORATION

By: _____
Title:

G-3

CERTIFICATE OF AUTHENTICATION

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

Dated: August 16, 2019

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Trustee

By: _____
Title: Authorized Signatory

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of March 20, 2014 (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. \$1,500,000,000, 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 16, 2049 (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 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 16, 2049 (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 Barclays Capital Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC (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.

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 & WARDWELL LLP

August 16, 2019

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

Ladies and Gentlemen:

Exxon Mobil Corporation, a New Jersey corporation (the “**Company**”), has filed with the Securities and Exchange Commission a Registration Statement on Form S-3 (File No. 333-216594) (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 2022, \$750,000,000 aggregate principal amount of its 1.902% Notes due 2022, \$1,000,000,000 aggregate principal amount of its 2.019% Notes due 2024, \$1,000,000,000 aggregate principal amount of its 2.275% Notes due 2026, \$1,250,000,000 aggregate principal amount of its 2.440% Notes due 2029, \$750,000,000 aggregate principal amount of its 2.995% Notes due 2039 and \$1,500,000,000 aggregate principal amount of its 3.095% Notes due 2049 (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 August 16, 2019 (together, the “**Indenture**”). The Securities are to be sold pursuant to the Underwriting Agreement dated August 13, 2019 among the Company and the several underwriters named therein.

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

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

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

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

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

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

Very truly yours,

/s/ Davis Polk & Wardwell LLP

OPINION OF JAMES E. PARSONS, ESQ.

August 16, 2019

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

Ladies and Gentlemen:

I am the Executive Counsel – Corporate Compliance, Securities and Finance of Exxon Mobil Corporation, a New Jersey corporation (the “**Company**”). The Company has filed with the Securities and Exchange Commission a Registration Statement on FormS-3 (File No. 333-216594) (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 2022, \$750,000,000 aggregate principal amount of its 1.902% Notes due 2022, \$1,000,000,000 aggregate principal amount of its 2.019% Notes due 2024, \$1,000,000,000 aggregate principal amount of its 2.275% Notes due 2026, \$1,250,000,000 aggregate principal amount of its 2.440% Notes due 2029, \$750,000,000 aggregate principal amount of its 2.995% Notes due 2039 and \$1,500,000,000 aggregate principal amount of its 3.095% Notes due 2049 (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 August 16, 2019 (together, the “**Indenture**”). The Securities are to be sold pursuant to the Underwriting Agreement dated August 13, 2019 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.

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.