
**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): July 1, 2026

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

New Jersey
(State or other jurisdiction
of incorporation)

001-02256
(Commission
File Number)

13-5409005
(IRS Employer
Identification No.)

22777 Springwoods Village Parkway, Spring, Texas 77389-1425
(Address of principal executive offices) (Zip Code)

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

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

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

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

Securities registered pursuant to Section 12(b) of the Act:

| Title of Each Class | Trading Symbol | Name of Each Exchange on Which Registered |
|---------------------------------|-------------------|--|
| Common Stock, without par value | XOM | New York Stock Exchange |
| 0.524% Notes due 2028 | XOM28 | New York Stock Exchange |
| 0.835% Notes due 2032 | XOM32 | New York Stock Exchange |
| 1.408% Notes due 2039 | XOM39A | New York Stock Exchange |

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.

Explanatory Note

On July 1, 2026, Exxon Mobil Corporation, a New Jersey corporation (“*ExxonMobil*”), completed its previously announced redomiciliation reorganization (the “*Redomiciliation Merger*”) pursuant to the Agreement and Plan of Merger, dated as of April 8, 2026 (the “*Merger Agreement*”), by and among ExxonMobil, ExxonMobil Holdings Corporation, a Texas corporation, and Ensign LLC, a Texas limited liability company. The Redomiciliation Merger became effective on July 1, 2026 in accordance with the terms of the Merger Agreement (the “*Effective Time*”).

The foregoing description of the Merger Agreement is not complete and is qualified in its entirety by reference to the Merger Agreement, a copy of which was filed as Annex A to the proxy statement included in ExxonMobil’s definitive proxy statement on Schedule 14A filed with the Commission on April 8, 2026.

Item 1.01 Entry Into a Material Definitive Agreement.

Upon the consummation of the Redomiciliation Merger and pursuant to the terms of the indenture, dated as of March 20, 2014, between ExxonMobil and Deutsche Bank Trust Company Americas, as trustee (the “*Trustee*”), as amended and supplemented from time to time (the “*Indenture*”), ExxonMobil Holdings Corporation, ExxonMobil and the Trustee entered into a second supplemental indenture (the “*Second Supplemental Indenture*”) pursuant to which ExxonMobil Holdings Corporation fully and unconditionally guaranteed, on a senior unsecured basis, all of ExxonMobil’s payment and performance obligations under the Indenture and the notes issued thereunder (collectively, the “*Notes*”).

ExxonMobil remains the primary obligor under the Indenture and the Notes, and the Notes continue to be the senior unsecured obligations of ExxonMobil.

The foregoing description is not complete and is qualified in its entirety by reference to the Second Supplemental Indenture, a copy of which is filed as Exhibit 4(i) hereto.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth in the Explanatory Note of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

At the Effective Time, each share of common stock, without par value, of ExxonMobil (“*ExxonMobil Common Stock*”) issued and outstanding immediately prior to the Effective Time (other than treasury shares, which were cancelled) was automatically exchanged for one share of common stock, par value \$0.001 per share, of ExxonMobil Holdings Corporation (“*ExxonMobil Holdings Corporation Common Stock*”), and, as a result, the former shareholders of ExxonMobil automatically became shareholders of ExxonMobil Holdings Corporation, holding the same number and percentage of shares of ExxonMobil Holdings Corporation Common Stock as they held of ExxonMobil Common Stock immediately prior to the Redomiciliation Merger. ExxonMobil Holdings Corporation replaced ExxonMobil as the publicly held corporation traded on the New York Stock Exchange (the “*NYSE*”). It is currently expected that, on July 2, 2026, shares of ExxonMobil Holdings Corporation Common Stock will commence trading under the current ExxonMobil ticker symbol “XOM” on the NYSE.

As of the Effective Time, the rights of shareholders of ExxonMobil Holdings Corporation are governed by the Texas Business Organizations Code and by the Amended and Restated Certificate of Formation of ExxonMobil Holdings Corporation and the ExxonMobil Holdings Corporation By-Laws.

In addition, at the Effective Time, each outstanding warrant, stock option, restricted stock unit, performance stock unit, equity or equity-based award and other right to acquire any, or any instrument convertible into or exchangeable for, or based on the value of, ExxonMobil Common Stock issued by ExxonMobil (each, an “*ExxonMobil Equity Award*”) was

automatically exchanged into a corresponding warrant, stock option, restricted stock unit, performance stock unit, equity or equity-based award, right or instrument relating to a number of shares of ExxonMobil Holdings Corporation Common Stock equal to the number of shares of ExxonMobil Common Stock subject to such ExxonMobil Equity Award immediately prior to the Effective Time. All such ExxonMobil Equity Awards continue to have the same terms and conditions (including with respect to, as applicable, exercisability, vesting and forfeiture (including performance vesting criteria), form of settlement and dividend equivalent rights) as applied immediately prior to the Effective Time, except as adjusted pursuant to the Merger Agreement.

Upon completion of the Redomiciliation Merger, ExxonMobil Holdings Corporation Common Stock was deemed to be registered under Section 12 of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”), pursuant to Rule 12g-3(a) promulgated thereunder. ExxonMobil Holdings Corporation is also deemed to be the successor registrant of ExxonMobil Common Stock pursuant to Rule 12g-3(a) under the Exchange Act.

The directors and executive officers of ExxonMobil Holdings Corporation effective upon approval of the Redomiciliation Merger by the ExxonMobil shareholders are the same individuals who were directors and executive officers, respectively, of ExxonMobil as of immediately prior to the Redomiciliation Merger, each holding the same position at ExxonMobil Holdings Corporation that such individual held at ExxonMobil. See Item 5.02 of this Current Report on Form 8-K for additional information.

The foregoing description of the Merger Agreement is not complete and is qualified in its entirety by reference to the Merger Agreement, a copy of which was filed as Annex A to the proxy statement included in ExxonMobil’s definitive proxy statement on Schedule 14A filed with the Commission on April 8, 2026.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

In connection with the Redomiciliation Merger, ExxonMobil notified the NYSE that the Redomiciliation Merger had been completed and requested that trading of the ExxonMobil Common Stock be suspended on July 1, 2026. On July 1, 2026, the NYSE is expected to suspend trading of ExxonMobil Common Stock after the close of business. It is currently expected that, on July 2, 2026, shares of ExxonMobil Holdings Corporation Common Stock will commence trading under the current ExxonMobil ticker symbol “XOM” on the NYSE.

In addition, the NYSE is expected to file with the Commission an application on Form 25 to delist the ExxonMobil Common Stock from the NYSE and deregister the ExxonMobil Common Stock under Section 12(b) of the Exchange Act.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in the Explanatory Note and Item 2.01, each as set forth in this Current Report on Form 8-K, is incorporated by reference into this Item 3.03.

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

Effective as of the Effective Time, each of Michael J. Angelakis, Angela F. Braly, Maria S. Dreyfus, Greg C. Garland, John D. Harris II, Kaisa H. Hietala, Joseph L. Hooley, Steven A. Kandarian, Alexander A. Karsner, Lawrence W. Kellner, Dina Powell McCormick, and Darren W. Woods resigned as a director of ExxonMobil.

Effective as of the Effective Time, ExxonMobil Holdings Corporation, in its capacity as the sole shareholder of ExxonMobil, elected Neil A. Chapman, Neil A. Hansen, and Jack P. Williams, Jr. as directors of ExxonMobil, in each case to hold office until his or her successor has been duly elected and qualified, or until his or her earlier resignation or removal.

Effective as of the Effective Time, each of ExxonMobil's named executive officers named in ExxonMobil's definitive proxy statement on Schedule 14A filed with the Commission on April 8, 2026 ceased to hold the offices set forth therein and the following persons were appointed as the officers of ExxonMobil in the offices set forth opposite their respective names, in each case to hold office until the earlier of his or her resignation, removal or death:

James R. Chapman, President, Treasurer

Susan E. Buchanan, Vice President, Controller

Item 5.03 Amendments to Articles of Incorporation or By-Laws.

On May 27, 2026, the Restated Certificate of Incorporation of ExxonMobil, as amended (the "*ExxonMobil Charter*"), and the ExxonMobil By-Laws, as amended (the "*ExxonMobil By-Laws*"), were amended in connection with the Redomiciliation Merger. The ExxonMobil Charter was amended to decrease the authorized number of shares of ExxonMobil Common Stock from nine billion (9,000,000,000) shares to one hundred (100) shares, among other changes. The ExxonMobil By-Laws were amended to adjust the size of the board of directors of ExxonMobil to not less than three (3) directors and not more than five (5) directors, among other things.

The foregoing descriptions of the amendments to the ExxonMobil Charter and the ExxonMobil By-Laws are not complete and are qualified in their entirety by reference to their full texts, which are filed as Exhibits 3(i) and 3(ii), respectively, hereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

| Exhibit | Description |
|---------|--|
| 3(i) | Amended and Restated Certificate of Incorporation of ExxonMobil |
| 3(ii) | By-Laws of ExxonMobil |
| 4(i) | Second Supplemental Indenture, dated as of July 1, 2026, among Exxon Mobil Corporation, ExxonMobil Holdings Corporation and Deutsche Bank Trust Company Americas, as trustee |
| 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.

Date: July 1, 2026

EXXON MOBIL CORPORATION

By: /s/ Susan E. Buchanan

Name: Susan E. Buchanan

Title: Vice President and Chief Accounting Officer
(Principal Accounting Officer)

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
of
EXXON MOBIL CORPORATION

(Effective July 1, 2026)

Pursuant to the provisions of Section 14A:9-5 of the New Jersey Business Corporation Act, (the "Act"), Exxon Mobil Corporation, a corporation organized and existing under the laws of the State of New Jersey (the "Corporation"), restates and integrates its Certificate of Incorporation, as heretofore restated and amended, to read in full as herein set forth:

FIRST: The name of the Corporation is:

EXXON MOBIL CORPORATION

SECOND: The address of the Corporation's current registered office is Princeton South Corporate Ctr, Suite 160, 100 Charles Ewing Blvd, Ewing, New Jersey 08628. The name of the Corporation's registered agent at such address, upon whom process against the Corporation may be served, is Corporation Service Company.

THIRD: The purpose for which the Corporation is organized is to engage in any activity within the lawful business purposes for which corporations may be organized under the Act and to engage in any and all necessary or incidental activities.

FOURTH:

1. The aggregate number of shares that the Corporation shall have authority to issue is one hundred (100) shares of Common Stock, no par value per share, all of which shall be designated as "Common Stock" ("Common Stock").

2. The holders of Common Stock shall be entitled to one (1) vote for each share of Common Stock held at all meetings of the shareholders (and written actions in lieu of meetings).

FIFTH: The number of directors constituting the current Board of Directors of the Corporation shall be not less than three (3) and not more than five (5). The name and address of each director are as follows:

| | |
|-----------------------|---|
| Neil A. Chapman | 22777 Springwoods Village Parkway, Spring, TX 77389 |
| Neil A. Hansen | 22777 Springwoods Village Parkway, Spring, TX 77389 |
| Jack P. Williams, Jr. | 22777 Springwoods Village Parkway, Spring, TX 77389 |

SIXTH: No director or officer of the Corporation shall be personally liable to the Corporation or its shareholders for damages for breach of any duty owed to the Corporation or its shareholders, except that such provision shall not relieve a director or officer from liability for any breach of duty based upon an act or omission (a) in breach of such person's duty of loyalty to the Corporation or its shareholders, (b) not in good faith or involving a knowing violation of law or (c) resulting in receipt by such person of any improper personal benefit. As used in this article, an act or omission in breach of a person's duty of loyalty means an act or omission which that person knows or believes to be contrary to the best interests of the Corporation or its shareholders in connection with a matter in which he has a material conflict of interest.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed by its duly authorized officer this 1st day of July, 2026.

EXXON MOBIL CORPORATION

By: /s/ James R. Chapman

Name: James R. Chapman

Title: President

Exxon Mobil Corporation

BY-LAWS

As Revised July 1, 2026I. MEETINGS OF SHAREHOLDERS

1. Meetings of shareholders may be held at such place, date and hour, within or without the State of New Jersey, as shall be designated by the board of directors or the person authorized to call the meeting and stated in the notice of the meeting, or in a duly executed waiver of notice.

2. A meeting of shareholders shall be held annually, at which, except as otherwise required by or pursuant to the certificate of incorporation of Exxon Mobil Corporation (the "Certificate of Incorporation") or as otherwise expressly required by applicable law, the holders of the capital shares entitled to vote shall elect by a plurality vote, a board of directors, and transact any other business as may properly be brought before the meeting.

3. Unless otherwise provided by the Certificate of Incorporation or these by-laws, written notice, or electronic transmission of notice, if in a form consented to by the shareholder, of any meeting, at which shareholders are required or permitted to take any action, stating the place, date and hour of the meeting, and, if a special meeting, the purpose or purposes thereof, shall be given to each shareholder entitled to vote at such meeting not less than ten nor more than sixty days before the meeting, except that (a) it shall not be necessary to give notice to any shareholder who submits a signed waiver of notice before or after the meeting and (b) no notice of an adjourned meeting need be given except when required by law or by paragraph 7 of Article I of these by-laws. If mailed, notice shall be considered given when mailed to a shareholder at the address on the corporation's records. The attendance of any shareholder at a meeting, without protesting at the beginning of the meeting that the meeting is not lawfully called or convened, shall constitute a waiver of notice by the shareholder.

4. At least ten days before every meeting of shareholders, the secretary shall make a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, at the principal place of business or the executive office of the corporation.

5. Special meetings of the shareholders may be called by the president, the board of directors, or at the request of shareholders owning outstanding capital shares having not less than the minimum number of votes that would be necessary to take action at a meeting at which all shares entitled to vote were present and voting. Such request shall state the purpose or purposes of the proposed meeting.

6. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

7. The holders of a majority of the shares issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise required by statute, by the Certificate of Incorporation or by these by-laws. If such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

8. When a quorum is present at any meeting, the holders of outstanding capital shares present in person or represented by proxy entitled to cast a majority of the votes shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Certificate of Incorporation or of these by-laws a different vote is required, in which case such express provision shall govern and control the decision of such question.

9. At any meeting of the shareholders every shareholder having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such shareholder and bearing a date not more than one year prior to said meeting. Each shareholder shall have one vote for each share of capital shares having voting power, registered in the shareholder's name on the books of the corporation unless otherwise provided in or pursuant to the Certificate of Incorporation.

II. DIRECTORS

1. The business and affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by a statute or by the Certificate of Incorporation or by these by-laws directed or required to be exercised or done by the shareholders.

2. Except as otherwise required by or pursuant to the Certificate of Incorporation, the number of directors which shall constitute the whole board shall be not less than 3 and not more than 5, as determined from time to time by the shareholders entitled to vote thereon or by the directors. Except as hereinafter provided for the filling of vacancies and newly created directorships or as otherwise required by or pursuant to the Certificate of Incorporation, the directors shall be elected at the annual meeting of the shareholders by a plurality of votes cast, and each director shall be elected to serve until a successor shall be duly elected and qualified or until the director's earlier resignation or removal. Directors need not be shareholders or officers of the corporation.

3. The directors may hold their meetings and keep the books of the corporation outside of New Jersey at such place or places within or without the United States as they may from time to time determine.

4. The shareholders, at any meeting, annual or special, by vote of the holders of outstanding capital shares entitled to cast a majority of the votes, may remove any director. Except as otherwise required by or pursuant to the Certificate of Incorporation, if the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, or if the authorized number of directors shall be increased, a majority of the directors then in office, though less than a quorum, or a sole remaining director, may fill such vacancy or newly created directorship, and the director or directors so chosen shall hold office until the next annual election of directors and until their successors shall be duly elected and qualified.

5. Any director may resign at any time upon notice to the corporation, verbally, electronically or written, to take effect at the time specified in the resignation. Except as otherwise required by or pursuant to the Certificate of Incorporation, when one or more directors shall resign from the board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote to take effect when such resignation or resignations shall become effective.

III. COMMITTEES OF DIRECTORS

1. The board of directors may, by resolution or resolutions passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more directors of the corporation. The board may designate one or more directors as alternate members of any such committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in said resolution or resolutions and except as otherwise provided by statute, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not the member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

2. The committees shall keep regular minutes of their proceedings and report the same to the board when required.

IV. MEETINGS OF THE BOARD

1. The first meeting of each newly elected board shall be held at the place and on the date, within or without the State of New Jersey, of the annual meeting at which such board was elected, and no notice shall be necessary to the newly elected directors in order legally to constitute the meeting provided a quorum shall be present, or they may meet at such place, date and hour as shall be fixed by the consent in writing of all the directors.

2. Regular meetings of the board may be held without notice at such place, date and hour, within or without the State of New Jersey, as shall from time to time be determined by the board.

3. Special meetings of the board may be called by the president, any vice president, the secretary or by any member of the board of directors on twenty-four hours' notice to each director, either personally or by mail or by electronic transmission, and shall be held at such place, date and hour, within or without the State of New Jersey, as shall be stated in the notice.

4. At all meetings of the board one-third, but not less than two, of the directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or by these by-laws. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5. Unless otherwise restricted by the Certificate of Incorporation or by these by-laws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, without prior notice and without a vote, if all members of the board or committee, as the case may be, consent in writing, or by electronic transmission and the writing or writings or electronic transmission are filed with the minutes of proceedings of the board or committee in accordance with applicable law.

6. Unless otherwise restricted by the Certificate of Incorporation or these by-laws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

V. NOTICES

1. Whenever under the provisions of a statute or of the Certificate of Incorporation or of these by-laws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or mailbox, in a postpaid sealed envelope, addressed to such director or shareholder at such address as appears on the records of the corporation, and such notice shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram, telephone or electronic transmission.

2. Whenever any notice is required to be given under the provisions of a statute or of the Certificate of Incorporation or of these by-laws, a waiver in writing signed by the person or persons entitled to said notice or by electronic transmission, whether before or after the time stated therein, shall be deemed equivalent to notice.

VI. OFFICERS

1. The officers of the corporation shall be chosen by the directors and shall be a president, a secretary, and a treasurer. The board of directors may also choose a controller, one or more vice presidents, and one or more assistant secretaries, assistant treasurers and assistant controllers. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these by-laws otherwise provide.

2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president and one or more vice presidents with such additional designations of title as the board may make, a secretary, a treasurer and a controller, none of whom need be a member of the board.

3. The board may choose such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board. The board may delegate to any executive officer or to any committee the power to choose and define the powers and duties of any subordinate officers or agents.

4. Each officer of the corporation shall hold office until a successor is chosen and qualified or until the officer's earlier resignation or removal. Any officer elected by the board of directors may be removed at any time by the affirmative vote of a majority of the whole board of directors and any officer may resign at any time upon notice, verbal, electronic or written, to the corporation. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the board of directors.

VII. THE PRESIDENT

1. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders, shall be ex officio a member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the board are carried into effect.

VIII. VICE PRESIDENTS

1. The vice presidents shall, in the absence or disability of the president, or as needed or directed by the president, perform the duties and exercise the powers of the president, and shall perform such other duties as the board of directors or president shall prescribe.

IX. THE SECRETARY AND ASSISTANT SECRETARIES

1. The secretary shall attend all sessions of the board and all meetings of the shareholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required, shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, if required, and shall perform such other duties as may be prescribed by the board of directors or president.

2. The assistant secretaries shall, in the absence or disability of the secretary, or as needed or directed by the secretary perform the duties and exercise the powers of the secretary and shall perform such other duties as the board of directors, president or secretary shall prescribe.

X. DIVISIONS AND DIVISION OFFICERS

1. The board of directors may from time to time establish one or more divisions of the corporation and assign to such divisions responsibilities for such of the corporation's business, operations and affairs as the board may designate.

2. The board of directors may appoint or authorize an officer of the corporation to appoint in writing officers of a division. Unless elected or appointed an officer of the corporation by the board of directors or pursuant to authority granted by the board, an officer of a division shall not as such be an officer of the corporation, except that such person shall be an officer of the corporation for the purposes of executing and delivering documents on behalf of the corporation or for other specific purposes, if and to the extent that such person may be authorized to do so by the board of directors. Unless otherwise provided in the writing appointing an officer of a division, such person's term of office shall be for one year and until that person's successor is appointed and qualified. Any officer of a division may be removed with or without cause by the board of directors or by the officer, if any, of the corporation then authorized by the board of directors to appoint such officer of a division.

3. The board of directors may prescribe or authorize an officer of the corporation or an officer of a division to prescribe in writing the duties and powers and authority of officers of divisions.

XI. THE TREASURER AND ASSISTANT TREASURERS

1. The treasurer shall be the chief financial officer of the corporation, shall have the custody of the corporate funds and securities and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

2. The treasurer shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the board, or whenever they may require it, an account of all transactions by the treasurer and of the financial condition of the corporation.

3. The assistant treasurers shall, in the absence or disability of the treasurer, or as needed or directed by the treasurer perform the duties and exercise the powers of the treasurer and shall perform such other duties as the board of directors, president or treasurer shall prescribe.

XII. THE CONTROLLER AND ASSISTANT CONTROLLERS

1. The controller shall maintain the corporation's general and departmental accounts and prepare appropriate financial statements, shall advise the board with regard to all accounting and auditing matters relating to the corporation and assist in the implementation of adopted policies in these fields, shall establish and implement procedures on accounting and auditing for the corporation and its affiliates, and shall perform such other duties as the board of directors or president shall prescribe.

2. The assistant controllers shall, in the absence or disability of the controller, or as needed or directed by the controller, perform the duties and exercise the powers of the controller and shall perform such other duties as the board of directors, president or controller shall prescribe.

XIII. UNCERTIFICATED SHARES

1. The shares of the corporation shall be uncertificated shares, provided that the board of directors may provide by resolution or resolutions that some or all classes or series of shares shall be represented by certificates. If represented by certificates, the certificates of shares of the corporation shall be numbered and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by the president or a vice president and the treasurer or an assistant treasurer or the secretary or an assistant secretary. Any or all of the signatures on a certificate may be a facsimile.

XIV. TRANSFERS OF SHARES

1. Subject to any limitations in the Certificate of Incorporation, registered shares in the corporation may be transferred by a written instrument of transfer signed by the transferor and containing the name and address of the transferee and the class, number and par value of the shares being transferred, but in the absence of such written instrument of transfer the directors may accept such evidence of a transfer of shares as they consider appropriate. If such shares are represented by a certificate, upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares of the corporation duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

XV. FIXING RECORD DATE

1. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, except as otherwise required by or pursuant to the Certificate of Incorporation, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action.

2. If no record date is fixed (a) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the date on which notice is given, or, if notice is waived by all shareholders entitled to notice, at the close of business on the day next preceding the day on which the meeting is held; (b) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

3. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

XVI. REGISTERED SHAREHOLDERS

1. The corporation shall be entitled to treat the holder of record of any share or shares as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of New Jersey.

XVII. FISCAL YEAR

1. The corporation's fiscal year shall begin the first day in January in each year.

XVIII. SEAL

1. The corporate seal shall have the name of the corporation inscribed thereon and shall be in the form as approved by the board of directors.

XIX. AMENDMENTS

1. These by-laws may be altered, amended or repealed and new by-laws made, by the board of directors, but the shareholders may make additional by-laws and may alter and repeal any by-laws whether adopted by the shareholders or the board of directors.

XX. INDEMNIFICATION

1. The corporation shall indemnify to the full extent from time to time permitted by law any director or former director or officer or former officer made, or threatened to be made, a party to, or a witness or other participant in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, legislative, investigative, or of any other kind, by reason of the fact that such person is or was a director, officer, employee or other corporate agent of the corporation or any subsidiary of the corporation or serves or served any other enterprise at the request of the corporation (including service as a fiduciary with respect to any employee benefit plan of the corporation or any subsidiary of the corporation) against expenses (including attorneys' fees), judgments, fines, penalties, excise taxes and amounts paid in settlement, actually and reasonably incurred by such person in connection with such action, suit or proceeding, or any appeal therein. No indemnification pursuant to this Article XX shall be required with respect to any settlement or other nonadjudicated disposition of any threatened or pending action or proceeding unless the corporation has given its prior consent to such settlement or other disposition.

2. As any of the foregoing expenses are incurred, they shall be paid by the corporation for the director or former director or officer or former officer in advance of the final disposition of the action, suit or proceeding promptly upon receipt of an undertaking by or on behalf of such person to repay such payments if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation.

3. The foregoing indemnification and advancement of expenses shall not be deemed exclusive of any other rights to which any person indemnified may be entitled.

4. The rights provided to any person by this Article XX shall be enforceable against the corporation by such person, who shall be presumed to have relied upon it in serving or continuing to serve as a director or in any of the other capacities set forth in this Article XX. No elimination of or amendment to this Article XX shall deprive any person of rights hereunder arising out of alleged or actual occurrences, acts or failures to act occurring prior to notice to such person of such elimination or amendment. The rights provided to any person by this Article XX shall inure to the benefit of such person's legal representative.

EXXON MOBIL CORPORATION
SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE, dated as of July 1, 2026 (this “**Second Supplemental Indenture**”), by and between EXXON MOBIL CORPORATION, a New Jersey corporation, as issuer (the “**Company**”), EXXONMOBIL HOLDINGS CORPORATION, a Texas corporation, as guarantor (the “**Parent Guarantor**”) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee (the “**Trustee**”), supplements the Indenture, dated as of March 20, 2014 (the “**Indenture**”), by and between the Company and the Trustee.

RECITALS OF THE COMPANY

WHEREAS, the Company and the Trustee have heretofore executed and delivered the Indenture, as supplemented by the First Supplemental Indenture dated June 26, 2020, and related officers’ certificates providing for the issuance of the 2.275% notes due 2026, the 3.294% notes due 2027, the 0.524% Notes due 2028, the 2.440% notes due 2029, the 3.482% notes due 2030, the 2.610% notes due 2030, the 0.835% Notes due 2032, the 1.408% Notes due 2039, the 2.995% notes due 2039, the 4.227% notes due 2040, the 3.567% notes due 2045, the 4.114% notes due 2046, the 3.095% notes due 2049, the 4.327% notes due 2050, the 3.452% notes due 2051, the Floating Rate Notes due 2074, the Floating Rate Notes due 2075, the Floating Rate Notes due 2075 and the Floating Rate Notes due 2076;

WHEREAS, Section 9.01(j) of the Indenture provides that, without the consent of any Holder of Securities, the Company and the Trustee may enter into one or more indentures supplemental to the Indenture to make any other provisions with respect to matters or questions arising under the Indenture, provided that such action shall not adversely affect the interests of the Holders of Securities of any series in any material respect;

WHEREAS, the parties hereto desire to enter into this Second Supplemental Indenture to evidence the absolute and unconditional Guarantee (as defined below) by the Parent Guarantor of all obligations of the Company under the Indenture and any Securities issued thereunder;

WHEREAS, all actions necessary to make this Second Supplemental Indenture the valid and binding obligation of the Parent Guarantor and to constitute this document a valid and binding supplemental indenture according to its terms have been duly taken;

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

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

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

ARTICLE 1
TERMS

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

ARTICLE 2
AGREEMENT TO GUARANTEE

Section 2.01. *The Guarantee.* Subject to the provisions of this Article 2, the Parent Guarantor hereby fully and unconditionally guarantees the full and punctual payment (whether at maturity, upon acceleration, upon redemption or otherwise) of the principal of (and premium, if any) and interest on, and all other amounts payable under, the Securities, and the full and punctual payment of all other amounts payable by the Company to the Holders under the Indenture (the “**Guarantee**”). Upon the failure by the Company to pay punctually any such amount, the Parent Guarantor shall forthwith on demand pay the amount not so paid at the place and in the manner specified in the Indenture.

Section 2.02. *Guarantee Unconditional.* The Guarantee shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Company under the Indenture or the Securities, by operation of law or otherwise;

(b) any modification or amendment of or supplement to the Indenture or the Securities;

(c) any change in the corporate existence, structure or ownership of the Company, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or its assets or any resulting release or discharge of any obligation of the Company contained in the Indenture or the Securities;

(d) the existence of any claim, set-off or other rights that the Parent Guarantor may have at any time against the Company, the Trustee or any other Person, whether in connection with the Indenture or an unrelated transaction, *provided* that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim;

(e) any invalidity, irregularity or unenforceability relating to or against the Company for any reason of the Indenture or the Securities, or any provision of applicable law or regulation purporting to prohibit the payment by the Company of the principal of or interest on the Securities or any other amount payable by the Company under the Indenture; or

(f) any other act or omission to act or delay of any kind by the Company, the Trustee or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense to the Parent Guarantor’s obligations hereunder.

Section 2.03. *Discharge Only Upon Payment in Full; Reinstatement in Certain Circumstances.* Subject to Section 2.09, the Guarantee shall remain in full force and effect until the principal of (and premium, if any) and interest on the Securities and all other amounts payable by the Company with respect to the Securities under the Indenture have been paid in full. If at any time any payment of the principal of (and premium, if any) or interest on the Securities or any other amount payable by the Company with respect to the Securities under the Indenture is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Company or otherwise, the Guarantee with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

Section 2.04. *Waiver by the Parent Guarantor.* The Parent Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against the Company or any other Person.

Section 2.05. *Subrogation.* The Parent Guarantor agrees that, until the indefeasible payment and satisfaction in full in cash of all applicable obligations under the Securities, the Guarantee and the Indenture, it shall waive any claim and shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of the Guarantee, whether by subrogation or otherwise, against the Company.

Section 2.06. *Stay of Acceleration.* If acceleration of the time for payment of any amount payable by the Company under the Indenture or the Securities is stayed upon the insolvency, bankruptcy or reorganization of the Company, all such amounts otherwise subject to acceleration under the terms of the Indenture are nonetheless payable by the Parent Guarantor hereunder forthwith on demand by the Trustee or the Holders.

Section 2.07. *Enforcement.* The Parent Guarantor agrees to pay any and all costs and expenses (including reasonable attorneys’ fees and expenses) incurred by the Trustee or any Holder in enforcing its rights under this Article 2.

Section 2.08. *Notation of Guarantee Not Required.* The Parent Guarantor acknowledges that the Guarantee shall remain in full force and effect notwithstanding the absence on any Security of a notation relating to the Guarantee.

Section 2.09. *Release of Parent Guarantor.* The Parent Guarantor's obligations under the Guarantee shall terminate upon (a) satisfaction and discharge pursuant to Section 4.01 of the Indenture, or (b) defeasance and discharge pursuant to Section 4.03 of the Indenture.

Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the foregoing effect, the Trustee shall execute any documents reasonably required in order to evidence the release of the Parent Guarantor from its obligations under the Guarantee.

Section 2.10. *Benefits Acknowledged.* The Parent Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and that the guarantee and waivers made by it pursuant to the Guarantee are knowingly made in contemplation of such benefits.

ARTICLE 3 REPORTING

Section 3.01. *Reports by Company.* For the avoidance of doubt, filings with the Commission of annual reports, quarterly reports and other documents by the Parent Guarantor shall satisfy the obligations set forth in Section 7.04 of the Indenture.

ARTICLE 4 Acceptance of Second Supplemental Indenture

Section 4.01. *Trustee's Acceptance.* The Trustee hereby accepts this Second Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

ARTICLE 5 MISCELLANEOUS PROVISIONS

Section 5.01. *Governing Law; Waiver of Trial by Jury.* THIS SECOND SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

Section 5.02. *Benefits of Second Supplemental Indenture.* Nothing in this Second Supplemental Indenture, expressed or implied, shall give to any Person, other than the Holders, the parties hereto, any Paying Agent, any authenticating agent, any Registrar and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Second Supplemental Indenture.

Section 5.03. *Execution in Counterparts.* This Second Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Second Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Second Supplemental Indenture as to the parties hereto and may be used in lieu of the original Second Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Second Supplemental Indenture or any document to be signed in connection with this Second Supplemental Indenture shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Section 5.04. *Ratification of Indenture.* The Indenture, as supplemented by this Second Supplemental Indenture, is in all respects ratified and confirmed, and this Second Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein provided.

Section 5.05. *The Trustee.* The Trustee makes no representations as to and shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture. The recitals in this Second Supplemental Indenture are made by the Company and the Parent Guarantor only and not by the Trustee, and all of the rights, privileges, protections, immunities and benefits afforded to the Trustee under the Indenture are deemed to be incorporated herein, and shall be enforceable by the Trustee hereunder, in each of its capacities hereunder as if set forth herein in full.

Section 5.06. *Effect on Successors and Assigns.* All agreements of the Company, the Parent Guarantor, the Trustee, the Registrar and the Paying Agent in this Second Supplemental Indenture will bind their respective successors.

Section 5.07. *Headings, Etc.* The titles and headings of the articles and sections of this Second Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 5.08. *Notice.* All notices and other communications to the Company, Parent Guarantor or Trustee may be electronically communicated or hand delivered, to any party hereto at the addresses as provided in this Section 5.08:

All communications intended for the Company shall be sent to:

Exxon Mobil Corporation
22777 Springwoods Village Parkway
Spring, TX 77389
Attn: Julio E. Tamacas
Email: capital.markets@exxonmobil.com

All communications intended for the Parent Guarantor shall be sent to:

ExxonMobil Holdings Corporation
22777 Springwoods Village Parkway
Spring, TX 77389
Attn: Julio E. Tamacas
Email: capital.markets@exxonmobil.com

All communications intended for the Trustee shall be sent to:

Deutsche Bank Trust Company Americas
1 Columbus Circle, 4th Floor
New York, New York 10019
Attn: Corporates Team Deal Manager – Exxon Mobil Corporation

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

EXXON MOBIL CORPORATION

By: /s/ James R. Chapman
Name: James R. Chapman
Title: President

**EXXONMOBIL HOLDINGS CORPORATION, as
Parent Guarantor**

By: /s/ James R. Chapman
Name: James R. Chapman
Title: Vice President, Corporate Finance and Treasurer

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee

By: /s/ Chris Niesz
Name: Chris Niesz
Title: Director

By: /s/ Mary Miselis
Name: Mary Miselis
Title: Vice President