
**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

ExxonMobil Holdings Corporation

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

001-02256
(Commission
File Number)

41-4104094
(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, par value \$0.001	XOM	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 and the predecessor registrant (“*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. This Current Report on Form 8-K is being filed for the purpose of establishing ExxonMobil Holdings Corporation as the successor registrant of ExxonMobil’s common stock pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”) and to disclose certain related matters. 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 and the last paragraph of Item 5.02 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 (the “*TBOC*”) and by the Amended and Restated Certificate of Formation of ExxonMobil Holdings Corporation and the ExxonMobil Holdings Corporation By-Laws, copies of which are filed as Exhibits 3(i) and 3(ii), respectively, hereto.

Upon completion of the Redomiciliation Merger, ExxonMobil Holdings Corporation Common Stock was deemed to be registered under Section 12 of 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 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 3.03 Material Modification to Rights of Security Holders.

The information 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 upon approval of the Redomiciliation Merger by the ExxonMobil shareholders on May 27, 2026, the directors and executive officers of ExxonMobil were appointed to the same respective positions with respect to ExxonMobil Holdings Corporation.

Pursuant to Section 5.3 of the Merger Agreement, the following persons, each of whom served as a director of ExxonMobil, were elected as directors of ExxonMobil Holdings Corporation, in each case to serve until the next annual meeting of shareholders of ExxonMobil Holdings Corporation and until his or her successor has been duly elected and qualified, or until his or her earlier resignation or removal:

Darren W. Woods	Michael J. Angelakis
Angela F. Braly	Maria S. Dreyfus
Gregory C. Garland	John D. Harris II
Kaisa H. Hietala	Joseph L. Hooley
Steven A. Kandarian	Alexander A. Karsner
Lawrence W. Kellner	Dina Powell McCormick

Each such director was appointed to serve on the same committees of the board of directors of ExxonMobil Holdings Corporation as such director had served on the board of directors of ExxonMobil.

Pursuant to Section 5.4 of the Merger Agreement, each person who was an officer of ExxonMobil was appointed to hold the same position with ExxonMobil Holdings Corporation that such officer held at ExxonMobil. Information required under Item 401(b) and (e) of Regulation S-K regarding the principal executive officer, principal financial officer, and principal accounting officer is set forth in ExxonMobil's Annual Report on Form 10-K for the year ended December 31, 2025, and incorporated herein by reference.

In addition, at the Effective Time, each of the Exxon Mobil Corporation 2003 Incentive Program, the Exxon Mobil Corporation 2004 Non-Employee Director Restricted Stock Plan, and the Pioneer Natural Resources Company Second Amended and Restated 2006 Long-Term Incentive Plan (collectively, the "*ExxonMobil Equity Plans*") were assumed by ExxonMobil Holdings Corporation and each outstanding award under the ExxonMobil Equity Plans (each, an "*ExxonMobil Equity Award*") was automatically exchanged into a corresponding award 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.

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

On July 1, 2026, the Amended and Restated Certificate of Formation of ExxonMobil Holdings Corporation (the "*Certificate of Formation*"), as set forth as an exhibit hereto, and the ExxonMobil Holdings Corporation By-Laws (the "*By-Laws*"), as set forth as an exhibit hereto, became the governing constituent documents of the publicly held parent corporation of the ExxonMobil group.

A summary description of the material terms of the Certificate of Formation and the By-Laws, including a comparison of the rights of shareholders of ExxonMobil Holdings Corporation under the TBOC and the Certificate of Formation and the By-Laws against the rights of shareholders of ExxonMobil under the New Jersey Business Corporation Act and ExxonMobil's Restated Certificate of Incorporation and By-Laws prior to the Redomiciliation Merger, was included under the heading "Comparison of the New Jersey Charter and New Jersey By-Laws and the Texas Charter and Texas By-Laws" in ExxonMobil's definitive proxy statement on Schedule 14A filed with the Commission on April 8, 2026, and that description is incorporated herein by reference.

The foregoing descriptions of the Certificate of Formation and the 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.**

<u>Exhibit</u>	<u>Description</u>
3(i)	Amended and Restated Certificate of Formation of ExxonMobil Holdings Corporation
3(ii)	By-Laws of ExxonMobil Holdings Corporation
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
4(vi)	Description of ExxonMobil Holdings Corporation Capital Stock
21	Subsidiaries of the registrant

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.

EXXONMOBIL HOLDINGS CORPORATION

Date: July 1, 2026

By: /s/ Susan E. Buchanan

Name: Susan E. Buchanan

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

AMENDED AND RESTATED CERTIFICATE OF FORMATION

of

EXXONMOBIL HOLDINGS CORPORATION

(As Amended Effective July 1, 2026)

ExxonMobil Holdings Corporation, a corporation organized and existing under the laws of the State of Texas, amends and restates its Certificate of Formation in accordance with the following:

A. This Amended and Restated Certificate of Formation accurately copies the provisions of the existing Certificate of Formation of ExxonMobil Holdings Corporation, as further amended by this Amended and Restated Certificate of Formation as hereinafter set forth, and contains no other change in any provisions thereof.

B. The amendments have been made in accordance with the Texas Business Organizations Code, and this Amended and Restated Certificate of Formation and the amendments effected hereby have been approved in the manner required under the Texas Business Organizations Code and the governing documents of ExxonMobil Holdings Corporation.

C. The existing Certificate of Formation is hereby superseded by the following Amended and Restated Certificate of Formation, which accurately copies the entire text thereof, as amended hereby:

FIRST. The name of the corporation is:

EXXONMOBIL HOLDINGS CORPORATION

SECOND. The address of the corporation's registered office is 211 East 7th Street, Suite 620, Austin, TX 78701-3218. 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 purposes for which the corporation is organized are to engage in any or all activities within the purposes for which corporations now or at any time hereafter may be organized under the Texas Business Organizations Code and under all amendments and supplements thereto, or any revision thereof or any statute enacted to take the place thereof (the "TBOC"), including but not limited to the following:

(1) To do all kinds of mining, manufacturing and trading business; transporting goods and merchandise by land or water in any manner; to buy, sell, lease and improve lands; to build houses, structures, vessels, cars, wharves, docks and piers; to lay and operate pipelines; to erect and operate telegraph and telephone lines and lines for conducting electricity; to enter into and carry out contracts of every kind pertaining to its business; to

acquire, use, sell and grant licenses under patent rights; to purchase or otherwise acquire, hold, sell, assign and transfer shares of capital stock and bonds or other evidences of indebtedness of corporations, and to exercise all the privileges of ownership including voting upon the securities so held; to carry on its business and have offices and agencies therefor in all parts of the world; and to hold, purchase, mortgage and convey real estate and personal property within or without the State of Texas;

(2) To engage in any activities encompassed within this Article Third directly or through a subsidiary or subsidiaries and to take any and all acts deemed appropriate to promote the interests of such subsidiary or subsidiaries, including, without limiting the foregoing, the following: making contracts and incurring liabilities for the benefit of such subsidiary or subsidiaries; transferring or causing to be transferred to any such subsidiary or subsidiaries assets of this corporation; guaranteeing dividends on any shares of the capital stock of any such subsidiary; guaranteeing the principal and interest or either of the bonds, debentures, notes or other evidences of indebtedness issued or obligations incurred by any such subsidiary or subsidiaries; securing said bonds, debentures, notes or other evidences of indebtedness so guaranteed by mortgage of or security interest in the property of this corporation; and contracting that said bonds, debentures, notes or other evidences of indebtedness so guaranteed, whether secured or not, may be convertible into shares of this corporation upon such terms and conditions as may be approved by the board of directors;

(3) To guarantee the bonds, debentures, notes or other evidences of indebtedness issued, or obligations incurred, by any corporation, partnership, limited partnership, joint venture or other association in which this corporation at the time such guarantee is made has a substantial interest or where such guarantee is otherwise in furtherance of the interests of this corporation; and

(4) To exercise as a purpose or purposes each power granted to corporations by the TBOC or by any amendment or supplement thereto or by any statute enacted to take the place thereof, insofar as such powers authorize or may hereafter authorize corporations to engage in activities.

FOURTH. The aggregate number of shares which the corporation shall have authority to issue is nine billion two hundred million (9,200,000,000) shares, divided into two hundred million (200,000,000) shares of preferred stock, par value \$0.001 per share, and nine billion (9,000,000,000) shares of common stock, par value \$0.001 per share.

(1) The board of directors of the corporation is authorized at any time or from time to time pursuant to a resolution or resolutions (i) to issue the shares of preferred stock in one or more classes or series within any class or classes of preferred stock; (ii) to determine for any such class or series its designation, relative rights, preferences and limitations; (iii) to determine the number of shares in any such class or series (including a determination that such class or series shall consist of a single share); (iv) to increase the number of shares of any such class or series previously determined by it and to decrease such previously determined number of shares to a number not less than that of the shares of such class or series then outstanding; (v) to change the designation or number of shares, or the relative rights, preferences and limitations of the shares, of any theretofore established class or series no shares of which have been issued; and (vi) to cause to be executed and filed without further approval of the shareholders such amendment or amendments to the Amended and Restated Certificate of Formation or other instruments as may be required in order to accomplish any of the foregoing. In particular, but without limiting the generality of the foregoing, the board of directors is authorized to determine with respect to the shares of any class or series of preferred stock:

(a) whether the holders thereof shall be entitled to cumulative, non-cumulative or partially cumulative dividends or to no dividends and, with respect to shares entitled to dividends, the dividend rate or rates (which may be fixed or variable and may be made dependent upon facts ascertainable outside of the Amended and Restated Certificate of Formation) and any other terms and conditions relating to such dividends;

(b) whether the holders thereof shall be entitled to receive dividends payable on a parity with or subordinate or in preference to the dividends payable on any other class or series of shares of the corporation;

(c) whether, and if so to what extent and upon what terms and conditions, the holders thereof shall be entitled to preferential rights upon the liquidation of, or upon any distribution of the assets of, the corporation;

(d) whether, and if so upon what terms and conditions, such shares shall be convertible into other securities;

(e) whether, and if so upon what terms and conditions, such shares shall be redeemable;

(f) the terms and amount of any sinking fund provided for the purchase or redemption of such shares; and

(g) the voting rights, if any, to be enjoyed by such shares and the terms and conditions for the exercise thereof.

(2) Each holder of shares of common stock shall be entitled to one vote for each share of common stock held of record by such holder on all matters on which holders of shares of common stock are entitled to vote.

(3) No holder of any shares of common or preferred stock of the corporation shall have any right as such holder (other than such right, if any, as the board of directors in its discretion may determine) to purchase, subscribe for or otherwise acquire any unissued or treasury shares, or any option rights, or securities having conversion or option rights, of the corporation now or hereafter authorized.

FIFTH. For the historic record, this company has its origins in the Standard Oil Company of New Jersey, which was incorporated in 1882. The following is a list of the names and residences of the original shareholders of the historic Standard Oil Company of New Jersey, and of the number of shares held by each:

H.M. Flagler	of New York City,	One share.
Paul Babcock, Jr.	of Jersey City,	One share.
James McGee	of Plainfield, New Jersey,	One share.
Thos. C. Bushnell	of Morristown, New Jersey,	One share.

John D. Rockefeller	of Cleveland, Ohio,	}
Wm. Rockefeller	of New York City,	}
J.A. Bostwick	of New York City,	}
John D. Archbold	of New York City,	}
O.H. Payne	of Cleveland, Ohio,	}
Wm. G. Warden	of Philadelphia, Pa.,	}
Benj. Brewster	of New York City,	}
Chas. Pratt	of Brooklyn, N.Y.,	}
and H.M. Flagler	of New York City.	}

Trustees of Standard Oil Trust, twenty-nine thousand nine hundred and ninety-six shares (29,996), of which twenty-one thousand seven hundred and twenty-four shares (21,724) were issued for property purchased and necessary for the business of this historic Standard Oil Company of New Jersey. The shareholders listed above are not the original shareholders of this company but are listed in this Certificate of Formation in recognition of their contributions to the historic Standard Oil Company of New Jersey.

SIXTH. The number of directors at any time may be increased or diminished by vote of the board of directors, and in case of any such increase the board of directors shall, to the extent permitted by the TBOC, have power to elect each such additional director to hold office until the next succeeding annual meeting of shareholders and until his successor shall have been elected and qualified.

The board of directors from time to time shall determine whether and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the corporation, or any of them, shall be open to the inspection of the shareholders; and no shareholder shall have any right of inspecting any account or book or document of the corporation, except as conferred by statute or authorized by the board of directors, or by a resolution of the shareholders.

SEVENTH. The following actions may be taken by the affirmative vote of a majority of the shares of the corporation entitled to vote thereon, provided, that, if permitted by the TBOC, instead of the foregoing voting standard, the following actions may be taken by the affirmative vote of a majority of the votes cast by the holders of shares of the corporation entitled to vote thereon:

- (1) The adoption by the shareholders of a proposed amendment of the Amended and Restated Certificate of Formation of the corporation;
- (2) The adoption by the shareholders of a proposed plan of merger or consolidation involving the corporation;
- (3) The approval by the shareholders of a sale, lease, exchange, or other disposition of all, or substantially all, the assets of the corporation otherwise than in the usual and regular course of business as conducted by the corporation; and
- (4) Winding up or dissolution.

EIGHTH. Subject to the procedures set forth in the by-laws of the corporation, the percentage of shares required to be owned by shareholders requesting that the corporation call a special meeting of shareholders shall be fifteen percent (15%) of the voting power of the outstanding capital stock of the corporation entitled to vote on the matter or matters to be brought before the special meeting.

NINTH. Except as otherwise provided by statute or by this Amended and Restated Certificate of Formation or the by-laws of the corporation, as in each case the same may be amended from time to time, all corporate powers may be exercised by the board of directors. Without limiting the foregoing, the board of directors shall have power, without shareholder action:

(1) To authorize the corporation to purchase, acquire, hold, lease, mortgage, pledge, sell and convey such property, real, personal and mixed, without as well as within the State of Texas, as the board of directors may from time to time determine, and in payment for any property to issue, or cause to be issued, shares of the corporation, or bonds, debentures, notes or other obligations or evidence of indebtedness thereof secured by pledge, security interest or mortgage, or unsecured; and

(2) To authorize the borrowing of money, the issuance of bonds, debentures, notes and other obligations or evidences of indebtedness of the corporation, secured or unsecured, and the inclusion of provisions as to redeemability and convertibility into shares of stock of the corporation or otherwise, and, as security for money borrowed or bonds, debentures, notes and other obligations or evidences of indebtedness issued by the corporation, the mortgaging or pledging of any property, real, personal, or mixed, then owned or thereafter acquired by the corporation.

TENTH. To the full extent from time to time permitted by law, 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. Neither the amendment or repeal of this Article, nor the adoption of any provision of this Amended and Restated Certificate of Formation inconsistent with this Article, shall eliminate or reduce the protection afforded by this Article to a director or officer of the corporation with respect to any matter which occurred, or any cause of action, suit or claim which but for this Article would have accrued or arisen, prior to such amendment, repeal or adoption.

IN WITNESS WHEREOF, ExxonMobil Holdings Corporation, has caused this Amended and Restated Certificate of Formation to be signed by its duly authorized officer on July 1, 2026.

By: /s/ James R. Chapman

Name: James R. Chapman

Title: Vice President, Corporate Finance and Treasurer

EXXONMOBIL HOLDINGS CORPORATION

INCORPORATED IN TEXAS
January 23, 2026

BY-LAWS
(As revised July 1, 2026)

ARTICLE I

Meetings of Shareholders

1. Meetings of shareholders may be held on such date and at such time and place, within or without the State of Texas, as may be fixed by the board of directors and stated in the notice of meeting.
2. The date for each annual meeting of shareholders, fixed as provided in Section 1 of this Article I, shall be a date not more than thirteen months after the date on which the last annual meeting of shareholders was held. The directors shall be elected at the annual meeting of shareholders or any special meeting of shareholders in accordance with these by-laws.
3. (a) Special meetings of the shareholders may be called by the board of directors, the chairman of the board or the president, or pursuant to Article I, Section 3(b), and may not be called by any other person.
- (b) A special meeting of shareholders shall be called by the secretary of the corporation at the written request or requests (each, a "Special Meeting Request" and, collectively, the "Special Meeting Requests") of holders of record owning at least 15% of the voting power of the outstanding capital stock of the corporation, entitled to vote on the matter or matters to be brought before the proposed special meeting (the "Requisite Percentage"). To satisfy the Requisite Percentage, each such holder must comply with the requirements of these by-laws including Section 9 of this Article I.

For purposes of this Article I, Section 3(b), and unless otherwise required under the laws of the State of Texas, a shareholder or beneficial owner shall be deemed to own only those shares meeting the requirements for being "Net Long Shares," as described in this paragraph. Net Long Shares shall be limited to the number of shares beneficially owned, directly or indirectly, by any shareholder or beneficial owner that constitute such person's net long position as defined in Rule 14e-4 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") provided that (i) for purposes of such definition, in determining each person's "short position," the reference in Rule 14e-4 to "the date the tender offer is first publicly announced" shall instead be the date for determining and/or documenting a shareholder's or beneficial owner's Net Long Shares and the reference to the "highest tender offer price or stated amount of the consideration offered for the subject security" shall refer to the market price on such date, and, to the extent not covered by such definition, reduced by any shares as to which such person does not have the right to vote or direct the vote at the special meeting or as to which such person has entered into a derivative or other agreement, arrangement or understanding that hedges or transfers, in whole or in part, directly or indirectly, any of the economic consequences of ownership of such shares. In addition, to the extent any affiliates of the shareholder or beneficial owner are acting in concert with the shareholder or beneficial owner with respect to the calling of the special meeting, the determination of Net Long Shares may include the effect of aggregating the Net Long Shares (including any negative number) of such affiliate or affiliates. Whether share ownership meets the requirements for being "Net Long Shares," shall be decided by the board in its reasonable determination.

Except as may otherwise be permitted by the Texas Business Organizations Code (the "TBOC"), a Special Meeting Request must be delivered by hand or by registered U.S. mail, postage prepaid, return receipt requested, or courier service, postage prepaid, to the attention of the secretary of the corporation at the principal executive offices of the corporation. A Special Meeting Request to the secretary shall be signed and dated by each shareholder of record and each beneficial owner, if any, on whose behalf the Special Meeting Request is being made (or a duly authorized agent of such shareholder or owner) requesting the special meeting (each, a "Requesting Shareholder"), shall comply with this Section 3 of Article I, and shall include

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- (i) a statement of the specific purpose or purposes of the special meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these by-laws, the text of the proposed amendment), the reasons for conducting such business and any material interest in such business of such shareholder and the beneficial owner, if any, on whose behalf the proposal is made,
 - (ii) as to the “Requesting Shareholders” and the beneficial owners, if any, on whose behalf the Special Meeting Request(s) are being made, the information required by Section 9(a)(iii)(B) of Article I (as if Section 9(a)(iii) applies to a special meeting and any nomination of directors or other business brought before a special meeting),
 - (iii) such other information, if applicable, required to be set forth in a shareholder’s notice required by Section 9(a)(iii)(A) of Article I (as if Section 9(a)(iii) applies to a special meeting and any nomination of directors or other business brought before a special meeting),
 - (iv) an acknowledgement by the Requesting Shareholders and the beneficial owners, if any, on whose behalf the Special Meeting Request(s) are being made that any reduction in the number of Net Long Shares with respect to which a Special Meeting Request relates following the delivery of such Special Meeting Request to the secretary shall constitute a revocation of such Special Meeting Request to the extent of such reduction, and an agreement to notify the corporation if there has been any such reduction, and
 - (v) documentary evidence that the Requesting Shareholders own the Requisite Percentage as of the date of such written request to the secretary; provided, that if the Requesting Shareholders are not the beneficial owners of the shares representing the Requisite Percentage, then to be valid, the Special Meeting Request(s) must also include documentary evidence (or, if not simultaneously provided with the Special Meeting Request(s), such documentary evidence must be delivered to the secretary within 10 business days after the date on which the Special Meeting Request(s) are delivered to the secretary) that the beneficial owners on whose behalf the Special Meeting Request(s) are made beneficially own the Requisite Percentage as of the date on which such Special Meeting Request(s) are delivered to the secretary. In addition, the Requesting Shareholders and the beneficial owners, if any, on whose behalf the Special Meeting Request(s) are being made shall promptly provide any other information reasonably requested by the corporation.

The information required under clauses (b)(ii), (iii), (iv) and (v) of this Section 3 of Article I shall be supplemented by each Requesting Shareholder and any beneficial owner on whose behalf the Special Meeting Request(s) are made not later than 10 days after the record date for the special meeting to disclose such information as of the record date (and with respect to the information required under clause (b)(v) of this Section 3 of Article I, as of a date not more than 5 business days before the scheduled date of the special meeting to which the Special Meeting Request relates).

- (c) A special meeting requested by shareholders in accordance with these by-laws shall be held on such date and at such time as may be fixed by the board of directors in accordance with these by-laws; provided, however, that the date of any such special meeting shall not be more than 120 days after a Special Meeting Request that satisfies the requirements of this Section 3 of Article I is received by the secretary.
- (d) Notwithstanding the foregoing provisions of this Section 3 of Article I, a special meeting requested by shareholders shall not be held if
 - (i) the Special Meeting Request does not comply with this Section 3 of Article I,
 - (ii) the Special Meeting Request relates to an item of business that is not a proper subject for shareholder action under applicable law,

- (iii) the Special Meeting Request is delivered during the period commencing 90 days prior to the first anniversary of the date of the notice of annual meeting for the immediately preceding annual meeting and ending on the earlier of (x) the date of the next annual meeting and (y) 30 calendar days after the first anniversary of the date of the immediately preceding annual meeting,
- (iv) an identical or substantially similar matter (as determined in good faith by the board of directors, a “Similar Matter”) was included on the agenda of any annual or special meeting of shareholders held within 120 days before the Special Meeting Request is delivered or will be included on the agenda at an annual or special meeting to be held within 90 days after the Special Meeting Request is delivered (and for purposes of this clause (iv), the nomination, election or removal of directors, changing the size of the Board of Directors or filling of vacancies and/or newly created directorships resulting from any increase in the authorized number of directors shall be considered an identical or substantially similar matter with respect to all matters involving nomination, election or removal of directors, changing the size of the Board of Directors or filling of vacancies and/or newly created directorships resulting from any increase in the authorized number of directors),
- (v) a Similar Matter is included in the corporation’s notice as an item of business to be brought before a stockholder meeting that has been called or will be called within 30 days after the Special Meeting Request is delivered, or
- (vi) the applicable requirements of Section 9 of this Article I are not complied with.

For purposes of this section, the date of delivery of the Special Meeting Request shall be the first date on which valid Special Meeting Requests constituting the Requisite Percentage have been delivered to the corporation.

- (e) In determining whether a special meeting of shareholders has been requested by shareholders who own shares that are Net Long Shares representing in the aggregate at least the Requisite Percentage, multiple Special Meeting Requests delivered to the secretary will be considered together only if
 - (i) each Special Meeting Request identifies substantially the same purpose or purposes of the special meeting and substantially the same matters proposed to be acted on at the special meeting (in each case as determined in good faith by the board of directors) and
 - (ii) such Special Meeting Requests have been dated and delivered to the secretary within 60 days of the earliest dated Special Meeting Request.

A Requesting Shareholder may revoke a Special Meeting Request at any time by written revocation delivered to the secretary. If at any point the unrevoked (after giving effect to specific written revocation by the shareholder or Section 3(b)(iv) of Article I) valid Special Meeting Requests from Requesting Shareholders represent in the aggregate less than the Requisite Percentage, the board of directors may, in its discretion, cancel the special meeting. If none of the Requesting Shareholders appears or sends a duly authorized representative to present the business to be presented for consideration that was specified in the Special Meeting Request, the corporation need not present such business for a vote at such special meeting.

- (f) Nothing contained herein shall prohibit the board of directors from submitting matters to the shareholders at any special meeting requested by shareholders, and only such business shall be conducted at a special meeting of shareholders as shall have been brought before the meeting pursuant to the corporation’s notice of meeting in accordance with Section 4 of Article I.
- (g) Nothing in Section 3(b) of Article I or Section 9 of Article I shall limit or impair the right of a shareholder or shareholders under applicable state law to make an application to a court of competent jurisdiction to call a special meeting of shareholders.

- 4. Except as otherwise provided by statute, written notice of the date, time, place and purpose or purposes of every meeting of shareholders shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, to each shareholder of record entitled to vote at the meeting. The business transacted at meetings shall be confined to the purposes specified in the notice.

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5. Unless otherwise provided by statute, the holders of shares entitled to cast a majority of votes at a meeting, present either in person or by proxy, shall constitute a quorum at such meeting. Less than a quorum may adjourn.

At a meeting of shareholders at which directors are to be elected and a quorum is present, a nominee for director shall be elected to the Board of Directors if the number of votes cast “for” such nominee’s election exceed the number of votes cast “against” such nominee’s election, excluding abstentions; provided, that directors shall be elected by a plurality of the votes cast if the number of nominees exceeds the number of directors to be elected at such meeting.

6. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or for the purpose of determining shareholders entitled to receive payment of any dividend or allotment of any right, or for the purpose of any other action, the board of directors may fix in advance a date as the record date for any such determination of shareholders. Such date 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.
7. The board of directors may, in advance of any shareholders’ meeting, appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed by the board or shall fail to qualify, the person presiding at a shareholders’ meeting may, and at the request of any shareholder entitled to vote thereat, shall, make such appointment. In case any person appointed as inspector fails to appear or act, the vacancy may be filled by appointment made by the board in advance of the meeting or at the meeting by the person presiding at the meeting. Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute such duties at such meeting with strict impartiality and according to the best of the inspector’s ability.

The inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. If there are three or more inspectors, the act of a majority shall govern. On request of the person presiding at the meeting or any shareholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them. Any report made by them shall be prima facie evidence of the facts therein stated, and such report shall be filed with the minutes of the meeting.

8. (a) Inclusion of Shareholder Nominees in corporation’s Proxy Statement.

- (i) Subject to the provisions of this Section 8 of Article I (the “**Proxy Access By-Law**”), if expressly requested in the relevant Nomination Notice (as defined below), the corporation shall include in its proxy statement for any annual meeting of shareholders:
- (A) the names of any person or persons nominated for election (each, a “**Shareholder Nominee**”), who shall also be included on the corporation’s form of proxy and ballot, by any Eligible Shareholder (as defined below) or group of up to 20 Eligible Shareholders that, as determined by the board of directors, has (individually and collectively, in the case of a group) satisfied all applicable conditions and complied with all applicable procedures and requirements set forth in this Section 8 of Article I (such Eligible Shareholder or group of Eligible Shareholders being a “**Nominating Shareholder**”);
- (B) disclosure about each Shareholder Nominee and the Nominating Shareholder required under the rules of the Securities and Exchange Commission or other applicable law to be included in the proxy statement;
- (C) any statement included by the Nominating Shareholder in the Nomination Notice for inclusion in the proxy statement in support of each Shareholder Nominee’s election to the board of directors (subject, without limitation, to Section 8(e)(ii) of Article I, and provided that such statement does not exceed 500 words and fully complies with Section 14 of the Exchange Act), including Rule 14a-9 thereunder (the “**Supporting Statement**”)); and

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- (D) any other information that the corporation or the board of directors determines, in their discretion, to include in the proxy statement relating to the nomination of each Shareholder Nominee, including, without limitation, any statement in opposition to the nomination, any of the information provided pursuant to this Section 8 of Article I and any solicitation materials or related information with respect to a Shareholder Nominee.
 - (ii) For purposes of this Section 8 of Article I, any determination to be made by the board of directors may be made by the board of directors, a committee of the board of directors or any officer of the corporation designated by the board of directors or a committee of the board of directors, and any such determination shall be final and binding on the corporation, any Eligible Shareholder, any Nominating Shareholder, any Shareholder Nominee and any other person so long as made in good faith (without any further requirements). The chairman of any annual meeting of shareholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall have the power and duty to determine whether a Shareholder Nominee has been nominated in accordance with the requirements of this Section 8 of Article I and, if not so nominated, shall direct and declare at the meeting that such Shareholder Nominee shall not be considered.
- (b) *Maximum Number of Shareholder Nominees.*
- (i) The corporation shall not be required to include in the proxy statement for an annual meeting of shareholders more Shareholder Nominees than that number of directors constituting the greater of two or 20% of the total number of directors of the corporation then serving on the last day on which a Nomination Notice may be submitted pursuant to this Section 8 of Article I (rounded down to the nearest whole number) (the “**Maximum Number**”).
 - (ii) The Maximum Number for a particular annual meeting shall be reduced by:
 - (A) each Shareholder Nominee whose nomination is withdrawn by the Nominating Shareholder or who becomes unwilling to serve on the board of directors;
 - (B) each Shareholder Nominee who ceases to satisfy, or each Shareholder Nominee of a Nominating Shareholder that ceases to satisfy, the eligibility requirements in this Section 8 of Article I, as determined by the board of directors;
 - (C) each Shareholder Nominee who the board of directors itself decides to nominate for election at such annual meeting; and
 - (D) the number of incumbent directors who had been Shareholder Nominees at any of the preceding two annual meetings of shareholders and whose reelection at the upcoming annual meeting of shareholders is being recommended by the board of directors.

In the event that one or more vacancies for any reason occurs on the board of directors after the deadline for submitting a Nomination Notice as set forth in Section 8(d) of Article I but before the date of the annual meeting of shareholders and the board of directors resolves to reduce the size of the board of directors in connection therewith, the Maximum Number shall be calculated based on the number of directors then serving in office as so reduced.

- (iii) If the number of Shareholder Nominees pursuant to this Section 8 of Article I for any annual meeting of shareholders exceeds the Maximum Number then, promptly upon notice from the corporation, each Nominating Shareholder will select one Shareholder Nominee for inclusion in the proxy statement until the Maximum Number is reached, going in order of the amount (largest to smallest) of shares of the corporation’s common stock that each Nominating Shareholder disclosed as owned in its Nomination Notice, with the process repeated if the Maximum Number is not reached after each Nominating Shareholder has selected one Shareholder Nominee. If, after the deadline for submitting a Nomination Notice as set forth in Section 8(d) of Article I, a Nominating Shareholder or a Shareholder Nominee ceases to satisfy the eligibility requirements in this Section 8 of Article I, as determined by the board of directors, a Nominating Shareholder withdraws its nomination or a Shareholder Nominee becomes unwilling to serve on the board of directors, whether before or after the mailing or other distribution of the definitive proxy statement, then the corporation:

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- (A) shall not be required to include in its proxy statement or on any ballot or form of proxy the Shareholder Nominee or any successor or replacement Shareholder Nominee proposed by the Nominating Shareholder or by any other Nominating Shareholder and
 - (B) may otherwise communicate to its shareholders, including without limitation by amending or supplementing its proxy statement or ballot or form of proxy, that the Shareholder Nominee will not be included as a Shareholder Nominee in the proxy statement or on any ballot or form of proxy and will not be voted on at the annual meeting of shareholders.
- (c) *Eligibility of Nominating Shareholder.*
- (i) An “**Eligible Shareholder**” is a person who has either
 - (A) been a record holder of the shares of common stock of the corporation used to satisfy the eligibility requirements in this Section 8(c) of Article I continuously for the three-year period specified in subsection (c)(ii) of this Section 8 or
 - (B) provides to the secretary, within the time period referred to in Section 8(d) of Article I, evidence of continuous ownership of such shares for such three-year period from one or more securities intermediaries in a form that the board of directors determines acceptable.
 - (ii) An Eligible Shareholder or group of up to 20 Eligible Shareholders may submit a nomination in accordance with this Section 8 of Article I only if the person or group (in the aggregate) has continuously owned at least the Minimum Number (as defined below) (as adjusted for any stock splits, reverse stock splits, stock dividends or similar events) of shares of the corporation’s common stock throughout the three-year period preceding and including the date of submission of the Nomination Notice, and continues to own at least the Minimum Number of shares through the date of the annual meeting of shareholders. The following shall be treated as one Eligible Shareholder if such Eligible Shareholder shall provide together with the Nomination Notice documentation satisfactory to the board of directors that the Eligible Shareholder consists only of two or more funds that are:
 - (A) under common management and investment control;
 - (B) under common management and funded primarily by the same employer; or
 - (C) a “group of investment companies” (as defined in the Investment Company Act of 1940, as amended).

In the event of a nomination by a Nominating Shareholder that includes more than one Eligible Shareholder, any and all requirements and obligations for a given Eligible Shareholder shall apply to each member of such group; provided, however, that the Minimum Number shall apply to the aggregate ownership of the group of Eligible Shareholders constituting the Nominating Shareholder. Should any Eligible Shareholder cease to satisfy the eligibility requirements in this Section 8 of Article I, as determined by the board of directors, or withdraw from a group of Eligible Shareholders constituting a Nominating Shareholder at any time prior to the annual meeting of shareholders, the Nominating Shareholder shall be deemed to own only the shares held by the remaining Eligible Shareholders. As used in this Section 8 of Article I, any reference to a “group” or “group of Eligible Shareholders” refers to any Nominating Shareholder that consists of more than one Eligible Shareholder and to all the Eligible Shareholders that make up such Nominating Shareholder.

- (iii) The “**Minimum Number**” of shares of the corporation’s common stock means 3% of the number of outstanding shares of common stock of the corporation as of the most recent date for which such amount is given in any filing by the corporation with the Securities and Exchange Commission prior to the submission of the Nomination Notice.
- (iv) For purposes of this Section 8 of Article I, and unless otherwise required under the laws of the State of Texas, an Eligible Shareholder “owns” only those outstanding shares of the corporation’s common stock as to which such Eligible Shareholder possesses both:

- (A) the full voting and investment rights pertaining to such shares and
- (B) the full economic interest in (including the opportunity for profit from and the risk of loss on) such shares; provided that the number of shares calculated in accordance with clauses (A) and (B) of this Section (c)(iv) shall not include any shares:
 - (w) purchased or sold by such Eligible Shareholder or any of its affiliates in any transaction that has not been settled or closed, (x) that were entered into short positions or otherwise sold short by such Eligible Shareholder, (y) borrowed by such Eligible Shareholder or any of its affiliates for any purpose or purchased by such Eligible Shareholder or any of its affiliates pursuant to an agreement to resell or subject to any other obligation to resell to another person, or (z) subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar agreement entered into by such Eligible Shareholder or any of its affiliates, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding capital stock of the corporation, in any such case which instrument or agreement has, or is intended to have, or if exercised would have, the purpose or effect of:
 - (1) reducing in any manner, to any extent or at any time in the future, such Eligible Shareholder’s or any of its affiliates’ full right to vote or direct the voting of any such shares and/or
 - (2) hedging, offsetting or altering to any degree any gain or loss arising from the full economic ownership of such shares by such Eligible Shareholder or any of its affiliates.

An Eligible Shareholder “owns” shares held in the name of a nominee or other intermediary so long as the Eligible Shareholder retains the right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares. An Eligible Shareholder’s ownership of shares shall be deemed to continue during any period in which the Eligible Shareholder has delegated any voting power by means of a proxy, power of attorney or other similar instrument or arrangement that is revocable at any time by the Eligible Shareholder. An Eligible Shareholder’s ownership of shares shall be deemed to continue during any period in which the Eligible Shareholder has loaned such shares; provided that

- (A) the Eligible Shareholder both has the power to recall such loaned shares on five business days’ notice and recalls the loaned shares promptly upon being notified that its Shareholder Nominee will be included in the corporation’s proxy materials for the relevant annual meeting and
- (B) the Eligible Shareholder holds the recalled shares through the annual meeting.

The terms “owned,” “owning” and other variations of the word “own” shall have correlative meanings. Whether outstanding shares of the corporation are “owned” for these purposes shall be determined by the board of directors. For purposes of this Section 8(c)(iv) of Article I, the term “affiliate” or “affiliates” shall have the meaning ascribed thereto under the General Rules and Regulations under the Exchange Act.

- (v) No Eligible Shareholder shall be permitted to be in more than one group constituting a Nominating Shareholder, and if any Eligible Shareholder appears as a member of more than one group, such Eligible Shareholder shall be deemed to be a member of only the group that has the largest ownership position as reflected in the Nomination Notice.

(d) *Nomination Notice.*

To nominate a Shareholder Nominee pursuant to this Section 8 of Article I, the Nominating Shareholder (including, for the avoidance of doubt, each group member in the case of a Nominating Shareholder consisting of a group of Eligible Shareholders) must deliver to the secretary at the principal offices of the corporation all of the following information and documents in a form that the board of directors determines acceptable (collectively, the “**Nomination Notice**”), not less than 120 days nor more than 150 days prior to the anniversary of the date that the corporation mailed its proxy statement for the prior year’s annual meeting of shareholders; provided, however, that if (and only if) the annual meeting of shareholders is not scheduled to be held within a period that commences 30 days before and concludes 30 days after the first anniversary date of the preceding year’s annual meeting of shareholders (an annual meeting date outside such period being referred to herein as an (“**Other Meeting Date**”)), the Nomination Notice shall be given in the manner provided herein by the later of the close of business on the date that is 180 days prior to such Other Meeting Date or the tenth day following the date such Other Meeting Date is first publicly announced or disclosed (in no event shall the adjournment or postponement of an annual meeting, or the public announcement thereof, commence a new time period (or extend any time period) for the giving of the Nomination Notice):

- (i) one or more written statements from the record holder of the shares (and from each intermediary through which the shares are or have been held during the requisite three-year holding period) verifying that, as of a date within seven (7) calendar days prior to the date of the Nomination Notice, the Nominating Shareholder owns, and has continuously owned for the preceding three (3) years, the Minimum Number of shares, and the Nominating Shareholder’s agreement to provide, within five (5) business days after the record date for the annual meeting, written statements from the record holder and intermediaries verifying the Nominating Shareholder’s continuous ownership of the Minimum Number of shares through the record date;
- (ii) an agreement to hold the Minimum Number of shares through the annual meeting and to provide immediate notice if the Nominating Shareholder ceases to own the Minimum Number of shares at any time prior to the date of the annual meeting;
- (iii) a Schedule 14N (or any successor form) relating to each Shareholder Nominee, completed and filed with the Securities and Exchange Commission by the Nominating Shareholder, as applicable, in accordance with Securities and Exchange Commission rules;
- (iv) the written consent of each Shareholder Nominee to being named in any proxy statement, form of proxy and ballot for the applicable meeting as a Shareholder Nominee and to serving as a director if elected;
- (v) a written notice, in a form deemed satisfactory by the board of directors, of the nomination of each Shareholder Nominee that includes the following additional information, agreements, representations and warranties by the Nominating Shareholder:
 - (A) the information that would be required to be set forth in a shareholder’s notice of nomination pursuant to Section 9 (a)(iii) of Article I;
 - (B) a representation and warranty that the Nominating Shareholder acquired the securities of the corporation in the ordinary course of business and did not acquire, and is not holding, securities of the corporation for the purpose or with the intent of changing or influencing control of the corporation;
 - (C) a representation and warranty that the Nominating Shareholder has not nominated and will not nominate for election to the board of directors at the annual meeting any person other than such Nominating Shareholder’s Shareholder Nominee(s);
 - (D) a representation and warranty that the Nominating Shareholder has not engaged in and will not engage in a “solicitation” within the meaning of Rule 14a-1(l) under the Exchange Act (without reference to the exception in Section 14a-1(l)(2)(iv)) with respect to the annual meeting, other than with respect to such Nominating Shareholder’s Shareholder Nominee(s) or any nominee of the board of directors;

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- (E) a representation and warranty that the Nominating Shareholder will not use any proxy card other than the corporation's proxy card in soliciting shareholders in connection with the election of a Shareholder Nominee at the annual meeting;
 - (F) a representation and warranty that each Shareholder Nominee's candidacy or, if elected, membership on the board of directors would not violate the corporation's certificate of incorporation, these by-laws, applicable state or federal law or the rules of any stock exchange on which the corporation's securities are traded;
 - (G) a representation and warranty that each Shareholder Nominee:
 - (1) does not have any direct or indirect relationship with the corporation that would cause the Shareholder Nominee to be deemed not independent pursuant to the corporation's standards in its Corporate Governance Guidelines and otherwise qualifies as independent under any other standards established by the corporation and the rules of the primary stock exchange on which the corporation's shares of common stock are traded;
 - (2) meets the audit committee and compensation committee independence requirements under the rules of the primary stock exchange on which the corporation's shares of common stock are traded;
 - (3) is a "non-employee director" for the purposes of Rule 16b-3 under the Exchange Act (or any successor rule);
 - (4) is an "outside director" for the purposes of Section 162(m) of the Internal Revenue Code (or any successor provision);
 - (5) is not and has not been subject to any event specified in Rule 506(d)(1) of Regulation D (or any successor rule) under the Securities Act of 1933 or Item 401(f) of Regulation S-K (or any successor rule) under the Exchange Act, without reference to whether the event is material to an evaluation of the ability or integrity of such Shareholder Nominee; and
 - (6) meets the director qualifications set forth in the corporation's Corporate Governance Guidelines and any other standards established by the Board and corporation;
 - (H) a representation and warranty that the Nominating Shareholder satisfies the eligibility requirements set forth in Section 8(c) of Article I;
 - (I) a representation and warranty that the Nominating Shareholder intends to continue to satisfy the eligibility requirements described in Section 8(c) of Article I through the date of the annual meeting;
 - (J) details of any position of a Shareholder Nominee as an officer or director of any competitor (that is, any entity that produces products or provides services that compete with or are alternatives to the principal products produced or services provided by the corporation or its affiliates) of the corporation, and of any other relationship with or financial interest in any competitor, within the three years preceding the submission of the Nomination Notice;
 - (K) if desired, a Supporting Statement; and
 - (L) in the case of a nomination by a Nominating Shareholder comprised of a group, the designation by all Eligible Shareholders in such group of one Eligible Shareholder that is authorized to act on behalf of the Nominating Shareholder with respect to matters relating to the nomination, including withdrawal of the nomination;

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- (vi) an executed agreement, in a form deemed satisfactory by the board of directors, pursuant to which the Nominating Shareholder (including in the case of a group, each Eligible Shareholder in that group that comprises the Nominating Shareholder) agrees:
- (A) to comply with all applicable laws, rules and regulations in connection with the nomination, solicitation and election;
 - (B) to file any written solicitation or other communication with the corporation's shareholders relating to one or more of the corporation's directors or director nominees or any Shareholder Nominee with the Securities and Exchange Commission, regardless of whether any such filing is required under any rule or regulation or whether any exemption from filing is available for such materials under any rule or regulation;
 - (C) to assume all liability stemming from an action, suit or proceeding concerning any actual or alleged legal or regulatory violation arising out of any communication by the Nominating Shareholder or any of its Shareholder Nominees with the corporation, its shareholders or any other person in connection with the nomination or election of directors, including, without limitation, the Nomination Notice;
 - (D) to indemnify and hold harmless (jointly and severally with all other Eligible Shareholders, in the case of a group of Eligible Shareholders that comprise the Nominating Shareholder) the corporation and each of its directors, officers and employees individually against any liability, loss, damages, expenses or other costs (including attorneys' fees) incurred in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the corporation or any of its directors, officers or employees arising out of or relating to a failure or alleged failure of the Nominating Shareholder or any of its Shareholder Nominees to comply with, or any breach or alleged breach of, its or their obligations, agreements or representations under this Section 8 of Article I;
 - (E) in the event that any information included in the Nomination Notice or any other communication by the Nominating Shareholder (including with respect to any Eligible Shareholder included in a group) with the corporation, its shareholders or any other person in connection with the nomination or election ceases to be true and accurate in any material respect (or omits a material fact necessary to make the statements made not misleading), to promptly (and in any event within 48 hours of discovering such misstatement or omission) notify the corporation and any other recipient of such communication of the misstatement or omission in such previously provided information and of the information that is required to correct the misstatement or omission; and
 - (F) in the event that the Nominating Shareholder (including any Eligible Shareholder in a group) has failed to continue to satisfy the eligibility requirements described in Section 8(c) of Article I, to promptly notify the corporation; and
- (vii) an executed agreement, in a form deemed satisfactory by the board of directors, by each Shareholder Nominee:
- (A) to provide to the corporation such other information and certifications, including completion of the corporation's director nominee questionnaire, as the corporation may reasonably request;
 - (B) at the reasonable request of the board of directors, any committee or any person employed by the corporation, to meet with the board of directors, any committee or any person employed by the corporation to discuss matters relating to the nomination of such Shareholder Nominee to the board of directors, including the information provided by such Shareholder Nominee to the corporation in connection with his or her nomination and such Shareholder Nominee's eligibility to serve as a member of the board of directors;

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- (C) that such Shareholder Nominee has read and agrees, if elected, to comply with all of the corporation's corporate governance, conflict of interest, confidentiality, and stock ownership and trading policies and guidelines, and any other corporation policies and guidelines applicable to directors, and understands that any material breach of these by a director may constitute cause for removal from the board of directors, without limiting any other causes for removal under the corporation's certificate of incorporation, these by-laws or otherwise under law; and
 - (D) that such Shareholder Nominee is not and will not become a party to:
 - (1) any agreement, arrangement or understanding with any person with respect to any direct or indirect compensation, reimbursement or indemnification in connection with being a Shareholder Nominee that has not been fully disclosed to the corporation prior to or concurrently with the Nominating Shareholder's submission of the Nomination Notice;
 - (2) any agreement, arrangement, or understanding with any person other than the corporation with respect to any direct or indirect compensation, reimbursement, or indemnification in connection with service or action as a director of the corporation;
 - (3) any agreement, arrangement or understanding with any person or entity as to how such Shareholder Nominee, if elected, will vote or act on any issue (a "**Voting Commitment**") except such as is already existing and has been fully disclosed to the corporation prior to or concurrently with the Nominating Shareholder's submission of the Nomination Notice; or
 - (4) any Voting Commitment that could limit or interfere with such Shareholder Nominee's ability to comply, if elected, with his or her fiduciary duties under applicable law. A material breach by a director of any of the foregoing may constitute cause for removal of such director by the board of directors.
 - (viii) The information and documents required by this Section 8(d) of Article I to be provided by the Nominating Shareholder shall be:
 - (A) provided with respect to and executed by each Eligible Shareholder in the group in the case of a Nominating Shareholder comprised of a group of Eligible Shareholders and
 - (B) provided with respect to the persons specified in Instructions 1 and 2 to Items 6(c) and (d) of Schedule 14N (or any successor item) (x) in the case of a Nominating Shareholder that is an entity and (y) in the case of a Nominating Shareholder that is a group that includes one or more Eligible Shareholders that are entities.

The Nomination Notice shall be deemed submitted on the date on which all of the information and documents referred to in this Section 8(d) of Article I (other than such information and documents contemplated to be provided after the date the Nomination Notice is provided) have been delivered to and received by the secretary.

(e) *Exceptions.*

- (i) Notwithstanding anything to the contrary contained in this Section 8 of Article I, the corporation may omit from its proxy statement any Shareholder Nominee and any information concerning such Shareholder Nominee (including a Nominating Shareholder's Supporting Statement) and no vote on such Shareholder Nominee will occur (notwithstanding that proxies in respect of such vote may have been received by the corporation), and the Nominating Shareholder may not, after the last day on which a Nomination Notice would be timely, cure in any way any defect preventing the nomination of such Shareholder Nominee, if:
 - (A) the corporation receives a notice pursuant to the Advance Notice By-Law (as defined below) that a shareholder intends to nominate a candidate for director at the annual meeting, whether or not such notice is subsequently withdrawn or made the subject of a settlement with the corporation;

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- (B) the Nominating Shareholder (or, in the case of a Nominating Shareholder consisting of a group of Eligible Shareholders, the Eligible Shareholder that is authorized to act on behalf of the Nominating Shareholder), or any qualified representative thereof, does not appear at the annual meeting to present the nomination submitted pursuant to this Section 8 of Article I, the Nominating Shareholder withdraws its nomination or the chairman of the annual meeting declares that such nomination was not made in accordance with the procedures prescribed by this Section 8 of Article I and shall therefore be disregarded;
 - (C) the board of directors determines that such Shareholder Nominee's nomination or election to the board of directors would result in the corporation violating or failing to be in compliance with these by-laws or the certificate of incorporation or any applicable law, rule or regulation to which the corporation is subject, including any rules or regulations of any stock exchange on which the corporation's securities are traded;
 - (D) such Shareholder Nominee was nominated for election to the board of directors pursuant to this Section 8 of Article I at one of the corporation's two preceding annual meetings of shareholders and either withdrew from or became ineligible or unavailable for election at such annual meeting or received a vote of less than 25% of the shares of common stock entitled to vote for such Shareholder Nominee;
 - (E) such Shareholder Nominee has been, within the past three years, an officer or director of a competitor, as defined for purposes of Section 8 of the Clayton Antitrust Act of 1914, as amended;
 - (F) the corporation has previously removed the Shareholder Nominee, when elected as a director, for cause pursuant to these by-laws, the certificate of incorporation or otherwise under law; or
 - (G) the corporation is notified, or the board of directors determines, that the Nominating Shareholder or such Shareholder Nominee has failed to continue to satisfy the eligibility requirements described in Section 8(c) of Article I, any of the representations and warranties made in the Nomination Notice ceases to be true and accurate in all material respects (or omits a material fact necessary to make the statements made not misleading), such Shareholder Nominee becomes unwilling or unable to serve on the board of directors or any material violation or breach occurs of any of the obligations, agreements, representations or warranties of the Nominating Shareholder or such Shareholder Nominee under this Section 8 of Article I.
- (ii) Notwithstanding anything to the contrary contained in this Section 8 of Article I, the corporation may omit from its proxy statement, or may supplement or correct, any information, including all or any portion of the Supporting Statement or any other statement in support of a Shareholder Nominee included in the Nomination Notice, if the board of directors determines that:
- (A) such information is not true in all material respects or omits a material statement necessary to make the statements made not misleading;
 - (B) such information directly or indirectly impugns the character, integrity or personal reputation of, or directly or indirectly makes charges concerning improper, illegal or immoral conduct or associations, without factual foundation, with respect to, any individual, corporation, partnership, association or other entity, organization or governmental authority;
 - (C) the inclusion of such information in the proxy statement would otherwise violate the Securities and Exchange Commission proxy rules or any other applicable law, rule or regulation; or
 - (D) the inclusion of such information in the proxy statement would impose a material risk of liability upon the corporation.
- (f) The corporation may solicit against, and include in the proxy statement its own statement relating to, any Shareholder Nominee.
9. (a) *Nomination of Directors or Submission of Other Business at Annual Meetings of Shareholders*

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- (i) Nominations of persons for election to the board of directors and the proposal of other business to be considered by shareholders (other than matters properly brought under Rule 14a-8 promulgated under the Exchange Act) at an annual meeting of shareholders may be made only:
 - (A) pursuant to the corporation's notice of meeting (or any supplement thereto),
 - (B) by or at the direction of the board of directors,
 - (C) by any shareholder of the corporation who is a shareholder of record at the time of giving of notice provided for in paragraph (ii) of this Section 9(a) of Article I and at the time of the annual meeting, who shall be entitled to vote at the meeting and who complies with the procedures and information requirements set forth in Section 9 (a) and (c) of Article I (the "**Advance Notice By-Law**"), including without limitation providing timely updates and supplements to the information contained therein, or
 - (D) solely with respect to nominations of persons for election to the board of directors, in accordance with the requirements of the Proxy Access By-Law;

and except as otherwise required by law, any failure to comply with these procedures shall result in the nullification of such nomination or proposal of other business.

- (ii) For nominations or proposals of other business to be properly brought before an annual meeting of shareholders by a shareholder pursuant to clause (C) of Section 9(a)(i) of Article I, the shareholder must have given timely notice thereof in writing to the secretary. To be timely, a shareholder of record's notice shall be delivered by registered mail, and received by, the secretary at the principal offices of the corporation not later than the close of business on the date that is 120 days nor earlier than close of business on the date that is 150 days prior to the anniversary date of the prior year's annual meeting of shareholders; provided, however, that if (and only if) the annual meeting of shareholders is scheduled for an Other Meeting Date, then to be timely, such notice must be received by the corporation by the later of the close of business on the date that is 180 days prior to such Other Meeting Date or the close of business on the date that is the tenth day following the date such Other Meeting Date is first publicly announced or disclosed. In no event shall the recess, adjournment or postponement of any meeting, or the public announcement thereof, commence a new time period (or extend any time period) for the giving of a shareholder's notice as described above, and a shareholder shall not be entitled to make additional or substitute nominations following the expiration of the time periods set forth in these by-laws.

The number of nominees a shareholder may nominate for election at an annual meeting (or in the case of a shareholder giving the notice on behalf of a beneficial owner, the number of nominees a shareholder may nominate for election at an annual meeting on behalf of such beneficial owner) shall not exceed the number of directors to be elected at such annual meeting.

- (iii) In accordance with the applicable time periods prescribed for delivery of notice under Section 9(a)(ii) of Article I, a shareholder's notice to the secretary shall set forth:
 - (A) as to each person whom the shareholder proposes to nominate for election or reelection as a director:
 - (1) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act including such person's written consent to being named in the proxy statement as a nominee and to serving as a director for the full term if elected;
 - (2) a description of all direct and indirect compensation and other agreements, arrangements and understandings, between or among the shareholder, any Shareholder Associated Person or any Substantial Participant (as each such term is defined below), on the one hand, and each such nominee, and his or her respective affiliates and associates on the other hand, relating to or in connection with the nomination or proposal or any related solicitation or campaign, including, without limitation, (i) a

representation as to whether such person is a principal, employee or affiliate of the shareholder, any Shareholder Associated Person or any Substantial Participant, and (ii) all information that would be required to be disclosed pursuant to Item 404 promulgated under Regulation S-K under the Exchange Act if the shareholder making the nomination or proposal, any Shareholder Associated Person or any Substantial Participant were the “registrant” for purposes of such rule and the nominee were a director or executive officer of such registrant; and

- (3) completed and signed questionnaire(s), representation(s) and agreement(s) required by Section 9(c)(i) of Article I;
- (B) as to the shareholder giving the notice and each beneficial owner, if any, on whose behalf the proposed nomination or proposal of other business is made:
- (1) the name and address of such shareholder (as they appear on the corporation’s books) and of any Shareholder Associated Person and Substantial Participant;
 - (2) the number of shares of capital stock of the corporation that are held of record or are beneficially owned by such shareholder, by any Shareholder Associated Person or by any Substantial Participant, including any class or series of the corporation of which such shareholder, any Shareholder Associated Person or any Substantial Participant have the right to acquire beneficial ownership;
 - (3) a description of any agreement, arrangement or understanding between or among such shareholder, any Shareholder Associated Person or any Substantial Participant, any of their respective affiliates or associates, and any other person or persons (including their names) in connection with or relating to the proposal of such nomination or other business, any related solicitation or campaign, the funding of such campaign or the voting of shares of the corporation;
 - (4) a description of any agreement, arrangement or understanding (including, regardless of the form of settlement, any derivative, long or short positions, profit interests, forwards, futures, swaps, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions and borrowed or loaned shares) that has been entered into by or on behalf of, or any other agreement, arrangement or understanding that has been made, the effect or intent of which is to create or mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such shareholder, any Shareholder Associated Person, any Substantial Participant or any director nominee with respect to the corporation’s securities;
 - (5) any direct or indirect interest of such shareholder, any Shareholder Associated Person or any Substantial Participant in any contract with the corporation or any affiliate of the corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement);
 - (6) a representation as to whether such shareholder, any Shareholder Associated Person or any Substantial Participant intends to propose any other business in addition to the such shareholder’s nomination of directors at the annual meeting;
 - (7) with respect to any proposals of business other than the nomination of directors brought before the annual meeting by such shareholder, if any, (i) the information required by Section 3(b)(i) of Article I (as if Section 3(b)(i) applies to an annual meeting and other business brought before an annual meeting) and (ii) a brief description of any material interest in such business of the shareholder, any Shareholder Associated Person or any Substantial Participant;
 - (8) any other information relating to such shareholder, or any Shareholder Associated Person, or director nominee that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies in support of such nominee pursuant to Section 14 of the Exchange Act; and

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- (9) such other information relating to the proposed nomination or other business as the corporation may reasonably require to determine whether such proposed nomination or other business is a proper matter for shareholder action; and
 - (C) as to the shareholder giving the notice and any Shareholder Associated Person, completed and signed instruments containing:
 - (1) a representation that the shareholder is a holder of record of stock of the corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to bring such nomination or other business before the meeting; and
 - (2) a representation as to whether such shareholder, any Shareholder Associated Person or any Substantial Participant intends or is part of a group (whether at, below or above 5% in beneficial ownership) that intends to (i) deliver a proxy statement and/or form of proxy to holders (including any beneficial owners pursuant to Rule 14b-1 and Rule 14b-2 promulgated under the Exchange Act) of, in the case of a nomination, at least the percentage of the voting power of stock issued and outstanding that is reasonably believed by such shareholder to be sufficient to elect each such nominee, or, in the case of a business proposal, at least the percentage of the voting power of stock issued and outstanding that is required to approve or adopt the proposal, in a manner consistent with the requirements of Rule 14a-16 as required by law, (ii) otherwise solicit proxies from shareholders in support of such nomination or proposal and/or (iii) solicit the holders of shares representing at least 67% of the voting power of shares entitled to vote on the election of directors in support of director nominees other than the corporation's nominees pursuant to Rule 14a-19 promulgated under the Exchange Act.

In addition, to be considered timely, a shareholder's notice shall comply with Section 9(c) of Article I, and shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the annual meeting and as of the date that is 10 days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the secretary at the principal offices of the corporation not later than five days after the record date for the meeting in the case of the update and supplement required to be made as of the record date, and not later than eight days prior to the date for the meeting or any adjournment or postponement thereof in the case of the update and supplement required to be made as of 10 days prior to the meeting or any adjournment or postponement thereof. For the avoidance of doubt, the obligation to update and supplement as set forth in this Section 9(a)(iii) of Article I or any other Section of these by-laws shall not limit the corporation's rights with respect to any deficiencies in any notice provided by a shareholder, extend any applicable deadlines under these by-laws or enable or be deemed to permit a shareholder who has previously submitted a notice under these by-laws to amend or update any such notice, including by changing or adding nominees proposed to be brought before a meeting of shareholders.

- (iv) For purposes of these by-laws, a "**Shareholder Associated Person**" of any shareholder means: (A) any beneficial owner of shares of stock of the corporation on whose behalf any nomination or proposal is made by such shareholder; (B) any affiliates or associates of such shareholder or any beneficial owner described in clause (A); and (C) any affiliate who controls such shareholder or any beneficial owner described in clause (A).
 - (v) For purposes of these by-laws, a "**Substantial Participant**" with respect to any shareholder means a party substantially participating in such shareholder's solicitation campaign by voting agreement, contributing to funding the campaign or making substantial efforts to assist such shareholder in the campaign or in soliciting proxies, including the nominee, provided that a party will not be deemed a Substantial Participant for this purpose just by virtue of being a proxy solicitor or any other shareholder that publicly or privately indicates its intention to vote with such shareholder, supports such shareholder's position or encourages other shareholders to vote with such shareholder.
- (b) *Nominations of Directors or Submission of Other Business by Shareholders at Special Meetings of Shareholders.*

The proposal by shareholders of any business other than nomination of directors to be conducted at a special meeting of shareholders may be made only in accordance with Section 3(b) of Article I.

Nominations of persons for election to the board of directors of the corporation at a special meeting of shareholders may be made by shareholders only:

- (i) in accordance with Section 3(b); or
- (ii) if the election of directors is included as business to be brought before a special meeting that is called by the board of directors, the chairman of the board, or the president in accordance with Section 3(a) in the corporation's notice of meeting, then only by any shareholder of the corporation who is a shareholder of record at the time the notice provided for in this Section 9(b) of Article I is delivered to the Secretary and at the time of the special meeting, who shall be entitled to vote at the meeting and who complies with the procedures set forth in this Section 9(b) and (c) of Article I, including without limitation providing timely updates and supplements to the information contained therein.

For nominations to be properly brought by a shareholder before a special meeting of shareholders pursuant to this Section 9(b) of Article I, the shareholder must have given timely notice thereof in writing to the secretary. To be timely, a shareholder's notice shall be delivered to or mailed and received at the principal offices of the corporation:

- (i) not earlier than close of business on the date that is 150 days prior to the date of the special meeting, nor
- (ii) later than close of business on the date that is the later of 120 days prior to the date of the special meeting or the 10th day following the day on which public announcement of the date of the special meeting was first made.

A shareholder's notice to the secretary shall comply with the applicable time periods prescribed for delivery of notice under this Section 9(b) of Article I, and otherwise shall comply with the notice, information and other requirements of Section 9(a)(iii) of Article I as if Section 9(a)(iii) applies to a special meeting, including the requirements of Section 9(c).

(c) *General.*

- (i) To be eligible to be a nominee for election as a director, the proposed nominee must provide to the secretary in accordance with the applicable time periods prescribed for delivery of notice under Section 9(a)(ii) or Section 9(b) of Article I:
 - (A) all fully completed and signed questionnaires prepared by the corporation (including those questionnaires required of the corporation's directors and any other questionnaire the corporation determines is necessary or advisable to assess whether a nominee will satisfy any qualifications or requirements imposed by the certificate of incorporation of the corporation or these by-laws, any law, rule, regulation or listing standard that may be applicable to the corporation, and the corporation's corporate governance policies and guidelines), in the form provided by the secretary at the written request of the nominating shareholder;
 - (B) a written representation and agreement, in the form provided by the secretary at the request of the nominating shareholder, that the nominee has read and agrees, if elected, to comply with all of the corporation's corporate governance, conflict of interest, confidentiality, and stock ownership and trading policies and guidelines, and any other corporation policies and guidelines applicable to directors, and understands that any material breach of these by a director may constitute cause for removal from the board of directors, without limiting any other causes for removal under the corporation's certificate of incorporation, these by-laws or otherwise under law;
 - (C) a written representation that the nominee has (i) informed any other public company board of directors on which he or she serves of his or her intention to serve on the corporation's board of directors if elected, and (ii) obtained all required third-party consents to serve on the corporation's board of directors if elected, including from such other public company board of directors;

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- (D) a written representation and agreement that the nominee is not and will not become a party to a Voting Commitment except such as is already existing and has been fully disclosed to the corporation prior to or concurrently with the nominating shareholder's submission of notice under this Article 9;
 - (E) a written representation and agreement that the nominee is not and will not become a party to any agreement, arrangement or understanding with any person with respect to any direct or indirect compensation, reimbursement or indemnification in connection with being a nominee for director of the corporation that has not been fully disclosed to the corporation prior to or concurrently with the nominating shareholder's submission of notice under this Article 9; and
 - (F) a written representation and agreement that the nominee is not and will not become a party to any agreement, arrangement, or understanding with any person other than the corporation with respect to any direct or indirect compensation, reimbursement, or indemnification in connection with service or action as a director of the corporation.

A material breach by a director of any of the foregoing may constitute cause for removal of such director by the board of directors. At the request of the board of directors, any person nominated by the board of directors for election as a director shall furnish to the secretary the information that is required to be set forth in a shareholder's notice of nomination that pertains to the nominee.

In addition, the corporation may require any proposed nominee to furnish such other information as may reasonably be required by the corporation, which may be in the form of an interview with a nominee at the request of the board of directors, to determine the eligibility of such proposed nominee to serve as an independent director of the corporation or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such nominee.

- (ii) No person shall be eligible to be nominated by a shareholder to serve as a director of the corporation at an annual or special meeting unless nominated in accordance with the requirements set forth in this Section 9, or Section 8 of Article I as well as the requirements of Section 3 of this Article I. No business proposed by a shareholder shall be conducted at an annual or special meeting except in accordance with the requirements set forth in Section 3 and Section 9 of this Article I.
- (iii) With respect to nominations or submissions of other business made pursuant to this Section 9 of Article I, without limiting any remedy available to the corporation, a shareholder may not present such nominations or business at an annual or special meeting (and any such nominee shall be disqualified from standing for election or re-election), notwithstanding that proxies in respect of such vote may have been received by the corporation, if such shareholder, any beneficial owner, any Shareholder Associated Person, any Substantial Participant or any nominee for director acted contrary to any representation, certification or agreement required by this Section 9, otherwise failed to fully comply with this Section 9 (or with any law, rule or regulation identified in this Section), including without limitation failure to provide timely updates and supplements as required, or provided incomplete, false or misleading information to the Corporation.
- (iv) The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination or submission of other business was not made in accordance with the procedures prescribed by these by-laws (or any applicable rule or regulation identified herein), and if the chairman should so determine, the chairman shall so declare to the meeting, and the defective nomination or submission of other business shall be disregarded. Unless otherwise required by law, if the shareholder (or a qualified representative of the shareholder) does not appear at the annual or special meeting of shareholders of the corporation to present a nomination or submission of other business (whether pursuant to the requirements of these by-laws or in accordance with Rule 14a-8 promulgated under the Exchange Act), such nomination or submission of other business shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the corporation and counted for purposes of determining a quorum. For purposes of this Section 9 and Section 8 of Article I, to be considered a qualified representative of the shareholder, a person must be a duly authorized officer, manager or partner of such shareholder or must be authorized by a writing executed by such shareholder or an electronic transmission delivered by such shareholder to act for such shareholder as proxy at the meeting of shareholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of shareholders.

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- (v) Without limiting the foregoing provisions of this Section 9 or the provisions of Section 8 of Article I, a shareholder shall also comply with all applicable requirements of the Exchange Act with respect to the matters set forth in this Section 9 or in Section 8 of Article I; provided, however, that any references in these by-laws to the Exchange Act are not intended to and shall not limit any requirements applicable to nominations or other business that are set forth in this Section 9 or Section 8 of Article I, and with respect to nomination of directors, compliance with this Section 9 or compliance with the requirements of Section 8 of Article I shall be the exclusive means for a shareholder to make nominations. Nothing in these by-laws shall be deemed to affect any rights of shareholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 promulgated under the Exchange Act.
 - (vi) Any shareholder, Shareholder Associated Person or Substantial Participant soliciting proxies from other shareholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the corporation's board of directors.
 - (vii) Except as otherwise required by law, in preparing and making available any list of shareholders entitled to vote at a meeting, the corporation shall not be required to include electronic mail addresses or other electronic contact information on such list.
 - (viii) Notwithstanding anything to the contrary in these by-laws, unless otherwise required by law, if any shareholder, any Shareholder Associated Person or any Substantial Participant (A) provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act with respect to any proposed nominee for election as a director of the corporation and (B) subsequently fails to comply with the requirements of Rule 14a-19(a)(2) or Rule 14a-19(a)(3) promulgated under the Exchange Act (or fails to timely provide reasonable evidence sufficient to satisfy the corporation that such shareholder, any Shareholder Associated Person or any Substantial Participant has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act in accordance with the following sentence), then the nomination of each such proposed nominee shall be disregarded, notwithstanding that proxies or votes in respect of the election of such proposed nominees may have been received by the corporation (which proxies and votes shall be disregarded). Upon request by the corporation, if any shareholder, any Shareholder Associated Person or any Substantial Participant provides notice pursuant to Rule 14a-19(b) promulgated under the Exchange Act, such shareholder, any Shareholder Associated Person or any Substantial Participant shall deliver to the corporation, no later than five business days prior to the applicable meeting, reasonable evidence that it has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act.

ARTICLE II

Board of Directors

1. The business and affairs of the corporation shall be managed by its board of directors consisting of not less than ten nor more than nineteen members, who shall hold office until the next annual meeting and until their successors shall have been elected and qualified. The actual number of directors shall be determined from time to time by resolution of the board. If at any time, except at the annual meeting, the number of directors shall be increased, the additional director or directors may be elected by the board, to hold office until the next annual meeting and until their successors shall have been elected and qualified.
2. The organization meeting of the board of directors, for the purpose of organization or otherwise, shall be held without further notice on the day of the annual meeting of shareholders, at such time and place as shall be fixed from time to time pursuant to resolution of the board. Other regular meetings of the board may be held without further notice at such times and places as shall be fixed from time to time pursuant to resolution of the board. The chairman of the board, the president, any vice president who is a member of the board, or the secretary may change the day or hour or place of any single regular meeting from that determined by the board upon causing that prior notice of such change be transmitted to all directors.

Special meetings of the board may be called at the direction of the chairman of the board, of the president or of any vice president who is a member of the board, or, in the absence of such officers, at the direction of any one of the directors. Any such meeting shall be held on such date and at such time and place as may be designated in the notice of the meeting.

Notices required under this section may be transmitted in person, in writing, or by telephone, telegram, cable or radio, and shall be effective whether or not actually received, provided they are duly transmitted not less than forty-eight hours in advance of the meeting. Notice may be waived in writing before or after a meeting. No notice or waiver need specify the business scheduled for any board meeting and any business may be transacted at either a regular or special meeting.

3. Five directors shall constitute a quorum for the transaction of business, or, if the number of board members is greater than 15, the number of directors equal to one-third of the total number of board members shall constitute a quorum, except that any directorship not filled at the annual meeting and any vacancy, however caused, occurring in the board may be filled by the affirmative vote of a majority of the remaining directors even though less than a quorum of the board, or by a sole remaining director. At any meeting of the board, whether or not a quorum is present, a majority of those present may adjourn the meeting. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning and if the period of adjournment does not exceed ten days in any one adjournment.

4. (a) The provisions of this Section 4 of Article II shall be operative during any emergency in the conduct of the business of the corporation resulting from an attack on the United States or any nuclear or atomic disaster or from the imminent threat of such an attack or disaster. For the purpose of this Section 4 of Article II, such an emergency is defined as any period following

- (i) an attack on the United States, a state or political subdivision of a state;
- (ii) any nuclear or atomic disaster;
- (iii) the occurrence of a catastrophic event, including an epidemic or pandemic, a hurricane, tropical storm, tornado or other weather condition or a riot or civil disturbance;
- (iv) the declaration of a national emergency by the United States government;
- (v) the declaration of an emergency by a state or a political subdivision of a state; or
- (vi) any other similar emergency situation.

The commencement and termination of the period of any such emergency may be determined by the chairman of the board or, in the event of the death, absence or disability of the chairman of the board, by the president, or in the event of the death, absence or disability of both the chairman of the board and the president, by such person or persons as the board of directors may from time to time designate, but in the absence of such specific designation, by the executive or senior vice president who has been designated pursuant to the authority of Section 6 of Article IV of these by-laws to exercise the powers and perform the duties of the chairman of the board and the president. To the extent not inconsistent with the provisions of this Section 4 of Article II, the by-laws in their entirety shall remain in effect during any such emergency.

- (b) Before or during any such emergency, the board may change the head office or designate several alternative head offices or regional offices, or authorize the officers to do so, said change to be effective during the emergency.
- (c) The officers or other persons designated by title in a list approved by the board before or during the emergency, all who are known to be alive and available to act in such order of priority and subject to such conditions and for such period of time, not longer than reasonably necessary after the termination of the emergency, as may be provided in the resolution of the board approving the list, shall, to the extent required to provide a quorum at any meeting of the board, be deemed and shall have all the powers of directors for such meeting. Unless so designated, an officer who is not a director shall not be deemed a director for the foregoing purpose.

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- (d) Meetings of the board may be called by any officer or director or in the absence of all officers and directors by any person designated in a list approved by the board pursuant to subsection (c) of this Section 4. Any such meeting shall be held on such date and at such time and place as may be designated in the notice of the meeting. Notice of any such meeting need be given only to such of the directors as it may be feasible to reach at the time and such of the persons designated in such list as is considered advisable in the judgment of the person calling the meeting. Any such notice may be transmitted in person, in writing, or by telephone, telegram, cable or radio, or by such other means as may be feasible at the time, shall be effective whether or not actually received and shall be given at such time in advance of the meeting as, in the judgment of the person calling the meeting, circumstances permit.
 - (e) Three directors shall constitute a quorum for the transaction of business.
 - (f) Before or during any such emergency, the board by resolution may
 - (i) appoint one or more committees in addition to or in substitution for one or more of those appointed pursuant to the provisions of Article III of these by-laws to act during such emergency and
 - (ii) take any of the actions listed in Section 2 of Article III of these by-laws in regard to any committee established pursuant to (i) of this subsection (f).

Each such committee shall have at least three members, none of whom need be a director. To the extent provided in such resolution, each such committee shall have and may exercise all the authority of the board, except that no such committee shall take the action which Section 1 of Article III of these by-laws prohibits committees of the board to take.
 - (g) Before or during any such emergency, the board may provide and from time to time modify, lines of succession in the event that during such an emergency any or all officers or agents of the corporation or any or all members of any committee of the board shall for any reason be rendered incapable of discharging their duties.
 - (h) No officer, director or employee acting in accordance with this Section 4 of Article II shall be liable except for willful misconduct. No officer, director or employee shall be liable for any action taken in good faith in such an emergency in furtherance of the ordinary business affairs of the corporation even though not authorized by the by-laws then in effect.
 - (i) Persons may conclusively rely upon a determination made pursuant to subsection (a) of this Section 4 that an emergency as therein defined exists regardless of the correctness of such determination.
5. No contract or other transaction between the corporation and one or more of its directors or between the corporation and any other corporation, firm or association of any type or kind in which one or more of its directors are directors or are otherwise interested, shall be void or voidable solely by reason of such common directorship or interest, or solely because such director or directors are present at the meeting of the board or a committee thereof which authorizes or approves the contract or transaction, or solely because such director's or directors' votes are counted for such purpose, if
- (a) the contract or other transaction is fair and reasonable as to this corporation at the time it is authorized, approved or ratified, or
 - (b) the fact of the common directorship or interest is disclosed or known to the board or committee and the board or committee authorizes, approves or ratifies the contract or transaction by unanimous written consent, provided at least one director so consenting is disinterested, or by affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum, or
 - (c) the fact of the common directorship or interest is disclosed or known to the shareholders and they authorize, approve or ratify the contract or transaction.
6. To the extent permitted by the TBOC, the board of directors, by the affirmative vote of a majority of the directors in office, may remove a director or directors for cause where, in the judgment of such majority, the continuation of the director or directors in office would be harmful to the corporation and may suspend the director or directors for a reasonable period pending final determination that cause exists for such removal.

ARTICLE III

Committees of the Board

1. The board, by resolution adopted by a majority of the entire board, may appoint from among its members an executive committee and one or more other committees, each of which shall have at least three members. To the extent provided in such resolution, each such committee shall have and may exercise all the authority of the board, except that no such committee shall
 - (a) make, alter or repeal any by-law of the corporation;
 - (b) elect any director, or remove any officer or director;
 - (c) submit to shareholders any action that requires shareholders' approval;
 - (d) amend or repeal any resolution theretofore adopted by the board which by its terms is amendable or repealable only by the board; or
 - (e) take any other action prohibited under the TBOC.
2. The board, by resolution adopted by a majority of the entire board, may
 - (a) fill any vacancy in any such committee;
 - (b) appoint one or more directors to serve as alternate members of any such committee, to act in the absence or disability of members of any such committee with all the powers of such absent or disabled members;
 - (c) abolish any such committee at its pleasure;
 - (d) remove any director from membership on such committee at any time, with or without cause; and
 - (e) establish as a quorum for any such committee less than a majority of the entire committee, but in no case less than the greater of two persons or one-third of the entire committee.
3. Actions taken at a meeting of any such committee shall be reported to the board at its next meeting following such committee meeting; except that, when the meeting of the board is held within two days after the committee meeting, such report shall, if not made at the first meeting, be made to the board at its second meeting following such committee meeting.

ARTICLE IV

Officers

1. The board of directors at the organization meeting on the day of the annual election of directors shall elect a chairman of the board, a president, one or more vice presidents as the board may determine, any one or more of whom may be designated as executive vice president or as senior vice president or in such special or limiting style as the board may determine, a secretary, a treasurer, a controller, and a general counsel. The chairman of the board and the president shall each be a director, but the other officers need not be members of the board.
2. The board of directors may from time to time elect, or authorize an officer of the corporation to appoint in writing, assistant secretaries, assistant treasurers, assistant controllers, and such other officers as the board may designate.

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3. All officers of the corporation, as between themselves and the corporation, shall have such authority and perform such duties in the management of the corporation as may be provided in these by-laws, or as may be determined by resolution of the board not inconsistent with these by-laws.
 4. The chairman of the board shall be chief executive officer of the corporation and shall preside at all meetings of shareholders and directors. Subject to the board of directors, the chairman of the board shall have general care and supervision of the business and affairs of the corporation. In the absence of the president, the chairman of the board shall exercise the powers and perform the duties of the president.
 5. The president shall, subject to the board of directors, direct the current administration of the business and affairs of the corporation. In the absence of the chairman of the board, the president shall preside at meetings of the shareholders and directors and exercise the other powers and duties of the chairman.
 6. In the event of the death, absence, or disability of the chairman of the board and the president, an executive or senior vice president may be designated by the board to exercise the powers and perform the duties of those offices.
 7. The secretary shall give notice of all meetings of the shareholders and of the board of directors. The secretary shall keep records of the votes at elections and of all other proceedings of the shareholders and of the board. The secretary shall have all the authority and perform all the duties normally incident to the office of secretary and shall perform such additional duties as may be assigned to the secretary by the board, the chairman of the board or the president.

The assistant secretaries shall perform such of the duties of the secretary as may be delegated to them by the secretary.
 8. The treasurer shall, unless the board of directors specifies otherwise, be the principal financial officer of the corporation. The treasurer shall have charge and custody of all funds and securities of the corporation; receive and give receipts for monies paid to the corporation, and deposit such monies in the corporation's name in such banks or other depositories as shall be selected for the purpose; and shall cause money to be paid out as the corporation may require. The treasurer shall have all the authority and perform all the duties normally incident to the office of treasurer and shall perform such additional duties as may be assigned to the treasurer by the board of directors, the chairman of the board or the president.

The assistant treasurers shall perform such of the duties of the treasurer as may be delegated to them by the treasurer.
 9. The controller shall be the principal accounting and financial control officer of the corporation. The controller shall be responsible for the system of financial control of the corporation, including internal audits, the maintenance of its accounting records, and the preparation of the corporation's financial statements. The controller shall periodically inform the board of directors of the corporation's financial results and position. The controller shall have all the authority and perform all the duties normally incident to the office of controller and shall perform such additional duties as may be assigned to the controller by the board of directors, the chairman of the board or the president.

The assistant controllers shall perform such of the duties of the controller as may be delegated to them by the controller.
 10. The general counsel shall advise the board of directors and officers on legal matters, except those relating to taxes, and shall perform such additional duties as may be assigned to the general counsel by the board of directors, the chairman of the board or the president.
 11. Any vacancy occurring among the officers, however caused, may be filled by the board of directors except that any vacancy in the office of an assistant secretary, assistant treasurer or assistant controller appointed by an officer of the corporation may be filled by the officer, if any, then authorized by the board to make appointments to such office.
 12. Any officer may be removed by the board with or without cause, and any assistant secretary, assistant treasurer or assistant controller appointed by an officer of the corporation may be removed with or without cause by the officer, if any, then authorized by the board to make appointments to such office.

ARTICLE V

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.

ARTICLE VI

Transfer of Shares

1. Shares of the corporation shall be transferable on the records of the corporation in accordance with the provisions of the Texas Business and Commerce Code, as amended from time to time, except as otherwise provided in the TBOC.
2. In the case of lost, destroyed or wrongfully taken certificates, transfer shall be made only after the receipt of a sufficient indemnity bond, if required by the board of directors, and satisfaction of other reasonable requirements imposed by the board.
3. The board of directors may from time to time appoint one or more transfer agents and one or more registrars of transfers. All share certificates shall bear the signature, which may be a facsimile, of a transfer agent and of a registrar. The functions of transfer agents and registrars shall conform to such regulations as the board may from time to time prescribe. The board may at any time terminate the appointment of any transfer agent or registrar.

ARTICLE VII

Fiscal Year

The fiscal year of the corporation shall be the calendar year.

ARTICLE VIII

Corporate Seal

1. The corporate seal is, and until otherwise ordered by the board of directors shall be, a circle containing the words "EXXONMOBIL HOLDINGS CORPORATION, CORPORATE SEAL, 1882/2026, TEXAS" and may be an impression thereof or printed or other facsimile reproduction.
2. The impression of the seal may be made and attested by either the secretary or an assistant secretary for the authentication of contracts and other papers requiring the seal.

ARTICLE IX

Amendments

The board of directors shall have the power to make, alter and repeal the by-laws of the corporation, but by-laws made by the board may be altered or repealed, and new by-laws made, by the shareholders.

ARTICLE X

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 X 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 X 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 X. No elimination of or amendment to this Article X 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 X shall inure to the benefit of such person's legal representative.

ARTICLE XI

Forum and Adjudication of Disputes

1. Unless the corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for any of the filing, adjudication and trial of (i) any derivative action or proceeding brought on behalf of the corporation, (ii) any action asserting a claim for or based on a breach of a fiduciary duty owed by any current or former director or officer or other employee of the corporation to the corporation or the corporation's shareholders, including any claim alleging a conspiracy to breach a fiduciary duty, knowing participation in a breach of a fiduciary duty or aiding and abetting a breach of fiduciary duty, (iii) any action asserting a claim against the corporation or any current or former director or officer or other employee of the corporation arising pursuant to any provision of the TBOC or the certificate of formation or these by-laws (in each case, as they may be amended from time to time), (iv) any action asserting a claim related to or involving the corporation that is governed by the internal affairs doctrine, or (v) any action asserting an "internal entity claim" as that term is defined in Section 2.115 of the TBOC, shall be the United States District Court for the Southern District of Texas, Houston Division ("the Federal Court"), provided that if the Federal Court lacks subject matter jurisdiction, the Texas Business Court in the Eleventh Business Court Division ("Business Court") of the State of Texas, or if the Business Court lacks jurisdiction, the state district court of Montgomery County, Texas. For the avoidance of doubt, this Section shall not apply to any direct claims under the Securities Act of 1933, as amended, or the 1934 Act.

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

DESCRIPTION OF EXXONMOBIL HOLDINGS CORPORATION CAPITAL STOCK

The following description of the terms of ExxonMobil Holdings Corporation's ("ExxonMobil") capital stock is a summary only and is qualified by reference to the relevant provisions of Texas law and the ExxonMobil amended and restated certificate of incorporation and by-laws.

Authorized Capital Stock

Under the ExxonMobil amended and restated certificate of incorporation, ExxonMobil's authorized capital stock consists of nine billion (9,000,000,000) shares of common stock, par value \$0.001 per share, and two hundred million (200,000,000) shares of preferred stock, par value \$0.001 per share.

Description of Common Stock

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

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

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

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

Description of Preferred Stock

Preferred Stock Outstanding. As of the date of this filing, no shares of ExxonMobil preferred stock were issued and outstanding.

Blank Check Preferred Stock. Under the ExxonMobil amended and restated certificate of incorporation, the ExxonMobil board of directors has the authority, without shareholder approval, to create one or more classes or series within a class of preferred stock, to issue shares of preferred stock in such class or series up to the maximum number of shares of the relevant class or series of preferred stock authorized, and to determine the preferences, rights, privileges and restrictions of any such class or series, including the dividend rights, voting rights, the rights and terms of redemption, the rights and terms of conversion, liquidation preferences, the number of shares constituting any such class or series and the designation of such class or series. Acting under this authority, the ExxonMobil board of directors could create and issue a class or series of preferred stock with rights, privileges or restrictions, and adopt a shareholder rights plan, having the effect of discriminating against an existing or prospective holder of securities as a result of such shareholder beneficially owning or commencing a tender offer for a substantial amount of ExxonMobil common stock. One of the effects of authorized but unissued and unreserved shares of capital stock may be to render more difficult or discourage an attempt by a potential acquirer to obtain control of ExxonMobil by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of ExxonMobil's management. The issuance of such shares of capital stock may have the effect of delaying, deferring or preventing a change in control of ExxonMobil without any further action by the shareholders of ExxonMobil. ExxonMobil has no present intention to adopt a shareholder rights plan, but could do so without shareholder approval at any future time.

Transfer Agent and Registrar

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

Subsidiaries of the Registrant (1), (2) and (3) – at July 1, 2026

	Percentage of Voting Securities Owned Directly or Indirectly by Registrant	State or Country of Organization
AKG Marketing Company Limited	87.5	Bahamas
Al-Jubail Petrochemical Company (4) (5)	50	Saudi Arabia
Alberta Products Pipe Line Ltd. (5)	45	Canada
Ancon Insurance Company Inc.	100	Vermont
Barzan Gas Company Limited (5)	7	Qatar
BEB Erdgas und Erdoel GmbH & Co. KG (4) (5)	50	Germany
Canada Imperial Oil Limited	69.6	Canada
Caspian Pipeline Consortium (5)	7.50	Russia/Kazakhstan
Coral FLNG S.A. (5)	25	Mozambique
Cross Timbers Energy LLC (4) (5)	50	Delaware
Denbury Green Pipeline-Texas, LLC	100	Delaware
Denbury Gulf Coast Pipelines, LLC	100	Delaware
Denbury Onshore, LLC	100	Delaware
Ellora Energy Inc.	100	Delaware
Esso Australia Resources Pty Ltd	100	Australia
Esso Deutschland GmbH	100	Germany
Esso Erdgas Beteiligungsgesellschaft mbH	100	Germany
Esso Exploration and Production Angola (Overseas) Limited	100	Bahamas
Esso Exploration and Production Nigeria (Deepwater) Limited	100	Nigeria
Esso Exploration and Production Nigeria Limited	100	Nigeria
Esso Exploration and Production UK Limited	100	United Kingdom
Esso Exploration Angola (Block 15) Limited	100	Bahamas
Esso Exploration Angola (Block 17) Limited	100	Bahamas
Esso Nederland B.V.	100	Netherlands
Esso Norge AS	100	Norway
Esso Petroleum Company Limited	100	United Kingdom
Exxon Azerbaijan Limited	100	Bahamas
Exxon Chemical Arabia Inc.	100	Delaware
Exxon Mobil Corporation	100	New Jersey
ExxonMobil (China) Investment Co. Ltd.	100	China
ExxonMobil (Huizhou) Chemical Co. Ltd.	100	China
ExxonMobil (Taicang) Petroleum Co. Ltd.	100	China
ExxonMobil Abu Dhabi Offshore Petroleum Company Limited	100	Bahamas
ExxonMobil Africa and Middle East Management Ltd	100	United Arab Emirates
ExxonMobil Alaska Production Inc.	100	Delaware
ExxonMobil Asia Pacific Pte. Ltd.	100	Singapore
ExxonMobil Australia Pty Ltd	100	Australia
ExxonMobil Barzan Limited	100	Bahamas
ExxonMobil Canada Ltd.	100	Canada

	Percentage of Voting Securities Owned Directly or Indirectly by Registrant	State or Country of Organization
ExxonMobil Canada Properties	100	Canada
ExxonMobil Capital Hungary Kft.	100	Hungary
ExxonMobil Central Europe Holding GmbH	100	Germany
ExxonMobil Chemical Gulf Coast Investments LLC	100	Delaware
ExxonMobil China Petroleum & Petrochemical Company Private Limited	100	Singapore
ExxonMobil Development Africa B.V.	100	Netherlands
ExxonMobil Egypt (S.A.E.)	100	Egypt
ExxonMobil Exploracao Brasil Ltda	100	Brazil
ExxonMobil Exploration and Production Malaysia Inc.	100	Delaware
ExxonMobil Finance Company Limited	100	United Kingdom
ExxonMobil Financial Investment Company Limited	100	United Kingdom
ExxonMobil Gas Marketing Europe Limited	100	United Kingdom
ExxonMobil Global Services Company	100	Delaware
ExxonMobil Guyana Ltd.	100	Bahamas
ExxonMobil Holding Company Holland LLC	100	Delaware
ExxonMobil Kazakhstan Inc.	100	Bahamas
ExxonMobil Kazakhstan Ventures Inc.	100	Delaware
ExxonMobil Marine Limited	100	United Kingdom
ExxonMobil Mexico S.A. de C.V.	100	Mexico
ExxonMobil Oil Corporation	100	New York
ExxonMobil Permian Highway Pipeline LLC	100	Delaware
ExxonMobil Petroleum & Chemical BV	100	Belgium
ExxonMobil Pipeline Company LLC	100	Delaware
ExxonMobil PNG Antelope Limited	100	Papua New Guinea
ExxonMobil PNG Limited	100	Papua New Guinea
ExxonMobil Qatargas (II) Limited	100	Bahamas
ExxonMobil Qatargas Inc.	100	Delaware
ExxonMobil Ras Laffan (III) Limited	100	Bahamas
ExxonMobil Rasgas Inc.	100	Delaware
ExxonMobil Sales and Supply LLC	100	Delaware
ExxonMobil Technology and Engineering Company	100	Delaware
ExxonMobil Upstream Integrated Solutions Company	100	Delaware
ExxonMobil Ventures Cyprus Limited	100	Cyprus
Fujian Refining & Petrochemical Co. Ltd. (5)	25	China
GasTerra B.V. (5)	25	Netherlands
Golden Pass LNG Terminal Investments LLC	100	Delaware
Golden Pass LNG Terminal LLC (5)	30	Delaware
Golden Pass Pipeline LLC (5)	30	Delaware

	Percentage of Voting Securities Owned Directly or Indirectly by Registrant	State or Country of Organization
Gulf Coast Growth Ventures LLC (4) (5)	50	Delaware
Imperial Oil Limited	69.6	Canada
Imperial Oil Resources Limited	69.6	Canada
Imperial Oil Resources N.W.T. Limited	69.6	Canada
Imperial Oil/Petroliere Imperiale	69.6	Canada
Infineum USA L.P. (4) (5)	50	Delaware
Marine Well Containment Company LLC (5)	12.5	Delaware
Mobil Australia Resources Company Pty Limited	100	Australia
Mobil Oil Australia Pty Ltd	100	Australia
Mobil Oil Exploration & Producing Southeast Inc.	100	Delaware
Mobil Oil New Zealand Limited	100	New Zealand
Mobil Yanbu Petrochemical Company Inc.	100	Delaware
Mobil Yanbu Refining Company LLC	100	Delaware
Mozambique Rovuma Venture S.p.A. (5)	35.714	Italy
Nederlandse Aardolie Maatschappij B.V. (4) (5)	50	Netherlands
Palmetto Transoceanic LLC	100	Delaware
Papua New Guinea Liquefied Natural Gas Global Company LDC (5)	33.2	Bahamas
Permian Express Partners LLC (5)	12.3	Delaware
Permian Highway Pipeline LLC (5)	17	Delaware
Phillips Exploration LLC	100	Delaware
Pioneer Natural Resources Company	100	Delaware
Pioneer Natural Resources USA, Inc.	100	Delaware
Pioneer Water Management LLC	100	Delaware
QatarEnergy LNG N (2) (5)	24.15	Qatar
QatarEnergy LNG NFE (3) (5)	25	Qatar
QatarEnergy LNG S (2) (5)	30.517	Qatar
QatarEnergy LNG S (3) (5)	30	Qatar
Saudi Aramco Mobil Refinery Company Ltd. (4) (5)	50	Saudi Arabia
Saudi Yanbu Petrochemical Co. (4) (5)	50	Saudi Arabia
SeaRiver Maritime Inc.	100	Delaware
SeaRiver Maritime LLC	100	Delaware
South Hook LNG Terminal Company Limited (5)	24.15	United Kingdom
Tengizchevroil LLP (5)	25	Kazakhstan
Wink to Webster Pipeline LLC	46.875	Delaware
XH LLC	100	Delaware
XTO Delaware Basin LLC	100	Texas
XTO Energy Inc.	100	Delaware
XTO Holdings LLC	100	Delaware
XTO Permian Midstream LLC	100	Delaware
XTO Permian Operating LLC	100	Texas

NOTES:

- (1) For the purposes of this list, if the registrant owns directly or indirectly approximately 50 percent of the voting securities of any person and approximately 50 percent of the voting securities of such person is owned directly or indirectly by another interest, or if the registrant includes its share of net income of any other unconsolidated person in consolidated net income, such person is deemed to be a subsidiary.*
- (2) With respect to certain companies, shares in names of nominees and qualifying shares in names of directors are included in the above percentages.*
- (3) The names of other subsidiaries have been omitted from the above list since considered in the aggregate, they would not constitute a significant subsidiary under Securities and Exchange Commission Regulation S-X, Rule 1-02(w).*
- (4) The registrant owns directly or indirectly approximately 50 percent of the securities of this person and approximately 50 percent of the voting securities of this person is owned directly or indirectly by another single interest.*
- (5) The investment in this unconsolidated person is represented by the registrant's percentage interest in the underlying net assets of such person. The accounting for these unconsolidated persons is referred to as the equity method of accounting.*