
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): September 25, 2026

ExxonMobil Holdings Corporation
(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

1-43384
(Commission
File Number)

41-4104094
(IRS Employer
Identification No.)

22777 Springwoods Village Parkway
(Address of principal executive offices)

Spring, Texas 77389-1425
(Zip Code)

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

N/A
(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 per share	XOM	New York Stock Exchange
0.524% Notes due 2028	XOM28	New York Stock Exchange
0.835% Notes due 2032	XOM32	New York Stock Exchange
1.408% Notes due 2039	XOM39A	New York Stock Exchange

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

Emerging growth company ☐

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

Item 8.01 Other Events

On September 23, 2026, ExxonMobil Holdings Corporation, a Texas corporation (the “Company”), and Exxon Mobil Corporation, a New Jersey corporation and a subsidiary of the Company (“Exxon Mobil”), entered into an underwriting agreement (the “Underwriting Agreement”) with RBC Capital Markets, LLC, Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and UBS Securities LLC, as managers of the several underwriters named therein, for the issuance and sale by Exxon Mobil of \$185,883,000 aggregate principal amount of its Floating Rate Notes due 2076 (the “Notes”), which are to be fully and unconditionally guaranteed by the Company.

The Notes were issued pursuant to an indenture entered into by Exxon Mobil on March 20, 2014 with Deutsche Bank Trust Company Americas, as trustee (the “Trustee”), as supplemented and amended by a first supplemental indenture dated as of June 26, 2020 between Exxon Mobil and the Trustee, as further supplemented and amended by a second supplemental indenture dated as of July 1, 2026 among the Company, Exxon Mobil and the Trustee and as further supplemented by an officer’s certificate dated as of September 25, 2026 establishing the terms and forms of the Notes (the “Officer’s Certificate”).

The Notes were offered pursuant to Exxon Mobil’s Registration Statement on Form S-3 filed with the Securities and Exchange Commission (the “Commission”) on February 18, 2026 (Reg. No. 333-293558), as amended by Post-Effective Amendment No. 1 thereto filed with the Commission on July 1, 2026 (together, the “Registration Statement”).

The Form of Underwriting Agreement – Standard Provisions (Debt Securities), the Underwriting Agreement and the Officer’s Certificate (including the forms of the Notes) are filed as Exhibits 1.1, 1.2 and 4.4, respectively, to this current report on Form 8-K and are incorporated by reference into the Registration Statement. The opinions of Davis Polk & Wardwell LLP and Timothy Kim, Esq., Counsel—Corporate of Exxon Mobil Corporation and ExxonMobil Holdings Corporation, are filed as Exhibits 5.1 and 5.2, respectively, to this current report on Form 8-K and are incorporated by reference into the Registration Statement.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
1.1	<u>Form of Underwriting Agreement - Standard Provisions (Debt Securities)</u>
1.2	<u>Underwriting Agreement dated as of September 23, 2026 among Exxon Mobil Corporation, ExxonMobil Holdings Corporation and RBC Capital Markets, LLC, Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and UBS Securities LLC, as managers of the several underwriters named therein</u>
4.1	<u>Indenture dated as of March 20, 2014 between Exxon Mobil Corporation and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.1 to Exxon Mobil Corporation’s Report on Form 8-K of March 20, 2014)</u>
4.2	<u>First Supplemental Indenture dated as of June 26, 2020 between Exxon Mobil Corporation and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.2 to Exxon Mobil Corporation’s Report on Form 8-K of June 26, 2020)</u>
4.3	<u>Second Supplemental Indenture dated as of July 1, 2026 among Exxon Mobil Corporation, ExxonMobil Holdings Corporation and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4(i) to ExxonMobil Holdings Corporation’s Report on Form 8-K12B of July 1, 2026 and Exhibit 4(i) of Exxon Mobil Corporation’s Report on Form 8-K of July 1, 2026)</u>

4.4	<u>Officer's Certificate of Exxon Mobil Corporation and ExxonMobil Holdings Corporation dated as of September 25, 2026</u>
4.5	<u>Form of Global Note representing the Floating Rate Notes due 2076 (included in Exhibit 4.4)</u>
5.1	<u>Opinion of Davis Polk & Wardwell LLP</u>
5.2	<u>Opinion of Timothy Kim, Esq., Counsel—Corporate of Exxon Mobil Corporation and ExxonMobil Holdings Corporation</u>
23.1	<u>Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)</u>
23.2	<u>Consent of Timothy Kim, Esq. (included in Exhibit 5.2)</u>
104	Cover Page Interactive Data File (formatted as Inline XBRL)

SIGNATURE

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

Date: September 25, 2026

EXXONMOBIL HOLDINGS CORPORATION

By: /s/ James R. Chapman

Name: James R. Chapman

Title: Vice President, Corporate Finance and Treasurer

EXXON MOBIL CORPORATION

Company

EXXONMOBIL HOLDINGS CORPORATION

Parent Guarantor

UNDERWRITING AGREEMENT
STANDARD PROVISIONS
(DEBT SECURITIES)

September 23, 2026

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

I.

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

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

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

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

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

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

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

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

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

II.

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

III.

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

IV.

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

- (a) No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for such purpose shall be pending before or threatened by the Commission and there shall have been no material adverse change in the condition of the Parent Guarantor and its subsidiaries, taken as a whole, from that set forth in the Registration Statement, Prospectus and Time of Sale Information; subsequent to the execution and delivery of the Underwriting Agreement and prior to the Closing Date, there has not occurred any downgrading, nor has any notice been given of (i) any intended or potential downgrading or (ii) any review or possible change that does not indicate an improvement, in the rating accorded any securities of the Company or the Parent Guarantor by S&P Global Ratings, a division of S&P Global Inc., or Moody's Investors Service, Inc., a subsidiary of Moody's Corporation (or their respective successors); and the Manager shall have received, on the Closing Date, a certificate, dated the Closing Date and signed by an executive officer of the Company and the Parent Guarantor, to the foregoing effect. Such certificate will also provide that the representations and warranties of the Company and the Parent Guarantor contained herein are true and correct as of the Closing Date. The officer making such certificate may rely upon the best of his knowledge as to proceedings pending or threatened.
- (b) The Manager shall have received on the Closing Date an opinion of Timothy Kim, Esq., Counsel – Corporate of the Obligor, dated the Closing Date, to the effect set forth in Exhibit A attached hereto.
- (c) The Manager shall have received on the Closing Date an opinion and letter of Davis Polk & Wardwell LLP, counsel for the Obligor, dated the Closing Date, to the effect set forth in Exhibit B attached hereto.
- (d) The Manager shall have received on the Closing Date an opinion and letter of Jones Day, counsel for the Underwriters, dated the Closing Date, in form and substance reasonably satisfactory to the Underwriters.
- (e) The Manager shall have received letters on (1) the date of the Underwriting Agreement and (2) the Closing Date, in form and substance satisfactory to the Manager, from PricewaterhouseCoopers LLP, independent certified public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference in the Registration Statement and the Prospectus.

In further consideration of the agreements of the Underwriters contained in this Agreement, each Obligor, jointly and severally, agrees as follows:

- (a) To furnish the Manager, without charge, a copy of the Registration Statement including exhibits and materials, if any, incorporated by reference therein and, during the period mentioned in paragraph (c) below, as many copies of the Prospectus, any documents incorporated by reference therein, each General Use Free Writing Prospectus and any supplements and amendments thereto as the Manager may reasonably request. The terms “supplement” and “amendment” or “amend” as used in this Agreement shall include all documents filed by either Obligor with the Commission subsequent to the date of the Basic Prospectus, pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which are deemed to be incorporated by reference in the Prospectus.
- (b) Before amending or supplementing the Registration Statement, the Time of Sale Information or the Prospectus with respect to the Offered Securities, to furnish the Manager a copy of each such proposed amendment or supplement.
- (c) If, during such period after the first date of the public offering of the Offered Securities as in the opinion of counsel for the Underwriters the Prospectus is (or but for the exemption in Rule 172 under the Securities Act would be required by law to be) delivered (but in no event more than 9 months after such first date), any event shall occur as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Prospectus to comply with law, forthwith to prepare and furnish, at its own expense, to the Underwriters, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law.
- (d) To endeavor to qualify the Offered Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Manager shall reasonably request and to pay all expenses (including fees and disbursements of counsel) in connection with such qualification and in connection with the determination of the eligibility of the Offered Securities for investment under the laws of such jurisdictions as the Manager may designate; provided, however, that neither Obligor shall be obligated to file any general consent to service of process or to qualify as a foreign corporation in any jurisdiction in which it is not qualified.
- (e) To make generally available to the Parent Guarantor’s security holders as soon as practicable an earnings statement covering a twelve-month period beginning after the date of the Underwriting Agreement and ending at the end of a fiscal quarter of the Parent Guarantor, which shall satisfy the provisions of Section 11(a) of the Securities Act and the applicable rules and regulations (including Rule 158) thereunder.

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- (f) During the period beginning on the date of the Underwriting Agreement and continuing to and including the Closing Date, not to offer, sell, contract to sell or otherwise dispose of any securities of either Obligor substantially similar to the Offered Securities, without the prior written consent of the Manager.
 - (g) Each Obligor has complied and will comply with Rule 433 under the Securities Act. Each Issuer Free Writing Prospectus complied in all material respects with Rule 433 under the Securities Act and has been, or will be, filed to the extent required in accordance with such rule.
 - (h) The Company will pay the registration fees for this offering within the time period required by Rule 456(b)(1)(i) under the Securities Act (without giving effect to the proviso therein) and in any event prior to the Closing Date.

VI.

- (a) In relation to each Member State of the European Economic Area (each, a “Relevant Member State”), each Underwriter, severally and not jointly, hereby represents, warrants, and agrees that it has not made and will not make an offer of the Offered Securities to the public in that Relevant Member State, except that it may make an offer of Offered Securities to the public in that Relevant Member State at any time:
 - (i) to any legal entity which is a qualified investor as defined in Article 2(e) of the Prospectus Regulation;
 - (ii) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) per Relevant Member State, subject to obtaining the prior consent of the Manager for any such offer; or
 - (iii) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of the Offered Securities shall require the Company or any Underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, or to publish a document containing the information set out in Annex IX to the Prospectus Regulation.

For the purposes of this provision, the expression an “offer to the public” in relation to any Offered Securities in any Relevant Member State shall have the meaning ascribed to it in Article 2(d) of the Prospectus Regulation, and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129, as amended.

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- (b) In relation to the United Kingdom, each Underwriter, severally and not jointly, hereby represents, warrants, and agrees that:
- (i) it has not and will not make an offer of the Offered Securities to the general public in the United Kingdom that would require the publication of a prospectus in accordance with the Public Offers and Admissions to Trading Regulations 2024 ("POATRs"). Any offering of the Offered Securities in the United Kingdom will be made pursuant to an exemption from the prohibition on offers to the public under POATRs. Any documents or materials relating to the Offered Securities are not a prospectus for the purposes of the POATRs;
 - (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) received by it in connection with the issue or sale of the Offered Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Company; and
 - (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Offered Securities in, from or otherwise involving the United Kingdom.
- (c) Each Underwriter, severally and not jointly, hereby represents, warrants, and agrees with respect to offers and sales outside the United States (i) that such Underwriter understands that no action has been or will be taken in any country or jurisdiction outside the United States by the Company that would permit a public offering of the Debt Securities, or possession or distribution of the Registration Statement, Prospectus and Time of Sale Information or any other offering or publicity material relating to the Debt Securities, in any country or jurisdiction where action for that purpose is required, (ii) that such Underwriter will comply with all applicable laws and regulations in each country or jurisdiction in which it acquires, offers, sells or delivers Debt Securities or has in its possession or distributes the Registration Statement, Prospectus and Time of Sale Information or any such other material, in all cases at its own risk and expense, and (iii) not to cause any advertisement of the Debt Securities to be published in any newspaper or periodical or posted in any public place and not to issue any material relating to the Debt Securities, except in any such case with the prior express written consent of the Company and of the Manager and then only at its own risk and expense.
- (d) Each Underwriter, severally and not jointly, hereby represents, warrants, and agrees that it is not, to the best of its knowledge, subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the period when a Prospectus is required to be delivered).

VII.

Each Obligor, jointly and severally, represents and warrants to each Underwriter that:

- (a) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in each Statutory Prospectus, the Prospectus, the Time of Sale Information and any Issuer Free Writing Prospectus complied or will comply when so filed in all material respects with such Act and the rules and regulations thereunder, (ii) each part of the Registration Statement (including the documents incorporated by reference therein), filed with the Commission pursuant to the Securities Act relating to the Debt Securities when such part became effective, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) each preliminary prospectus, if any, filed pursuant to Rule 424 under the Securities Act complied when so filed in all material respects with such Act and the applicable rules and regulations thereunder, (iv) the Registration Statement, each Statutory Prospectus, the Prospectus, the Time of Sale Information and any Issuer Free Writing Prospectus comply and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations thereunder, (v) the Registration Statement does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (vi) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; except that these representations and warranties do not apply to (A) statements or omissions in the Registration Statement, any preliminary prospectus or the Prospectus based upon information furnished to the Obligors in writing by any Underwriter expressly for use therein and (B) those parts of the Registration Statement which constitute the Statement of Eligibility under the Trust Indenture Act of 1939 on Form T-1 of the Trustee.
- (b) As of the Time of Sale, neither (i) any Time of Sale Information nor (ii) any Limited Use Free Writing Prospectus, when considered together with the Time of Sale Information, included any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of the Closing Date, neither (i) the Time of Sale Information, (ii) any individual Limited Use Free Writing Prospectus, when considered together with the Time of Sale Information nor (iii) the Statutory Prospectus, will include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding two sentences do not apply to statements in or omissions from any prospectus included in the Registration Statement or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Obligors by any Underwriter through the Manager specifically for use therein.
- (c) Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Securities or until any earlier date that the Obligors notified or notify the Manager as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus related to the Offered Securities conflicted or would conflict with the information then

contained in the Registration Statement or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in light of the circumstances prevailing at that subsequent time, not misleading, (i) the Obligor has promptly notified or will promptly notify the Manager and (ii) the Obligor has promptly amended or will promptly amend or supplement such Issuer Free Writing Prospectus related to the Offered Securities to eliminate or correct such conflict, untrue statement or omission. The foregoing two sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Obligor by any Underwriter through the Manager specifically for use therein.

- (d) (i) The Registration Statement is not the subject of any pending proceeding or examination under Sections 8(d) or 8(e) of the Securities Act and (ii) neither Obligor is, to the best of its knowledge, the subject of a pending proceeding under Section 8A of the Securities Act in connection with the offering of the Offered Securities nor has either Obligor received any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act.
- (e) At the earliest time after the filing of the Registration Statement that the Obligor or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Offered Securities and at the date of this Agreement, neither Obligor was an “ineligible issuer,” as defined in Rule 405 under the Securities Act. The Parent Guarantor is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and neither Obligor has received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.
- (f) The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in all material respects in accordance with the Commission’s rules and guidelines applicable thereto.

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

VIII.

The Obligors, jointly and severally, agree to indemnify and hold harmless each Underwriter, such Underwriter's selling agents who have participated or are deemed to have participated in the distribution of the Offered Securities, such Underwriter's directors, officers and employees, and each person, if any, who controls such Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any preliminary prospectus, any Statutory Prospectus, the Prospectus (if used within the period set forth in paragraph (c) of Article V hereof and as amended or supplemented if the Obligors shall have furnished any amendments or supplements thereto), the Time of Sale Information or any Issuer Free Writing Prospectus, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished in writing to the Obligors by any Underwriter expressly for use therein.

Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Obligors, their directors, officers and employees, and any person controlling either Obligor to the same extent as the foregoing indemnity from the Obligors to each Underwriter, but only with reference to information relating to such Underwriter furnished in writing by such Underwriter expressly for use in the Registration Statement, any preliminary prospectus, any Statutory Prospectus, the Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus.

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

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

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

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

IX.

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

X.

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

XI.

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

XII.

The Obligors acknowledge and agree that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Obligors with respect to the offering of Offered Securities (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Obligors or any other person. Additionally, no Underwriter is advising the Obligors or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction.

The Obligors shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Obligors with respect thereto. Any review by the Underwriters of the Obligors, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Obligors.

XIII.

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

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

The term "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). The term "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b), (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b) or (iii) a "covered FSI" as that term is

defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). The term “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. The term “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

XIV.

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

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

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

FORM OF OPINION OF COUNSEL – CORPORATE OF THE OBLIGORS

1. The Company is validly existing as a corporation in good standing under the laws of the State of New Jersey, and the Company has corporate power and authority to issue the Offered Securities, to enter into the Underwriting Agreement and the Indenture and to perform its obligations thereunder.
2. The Parent Guarantor is validly existing as a corporation in good standing under the laws of the State of Texas, and the Parent Guarantor has corporate power and authority to guarantee the Notes, to enter into the Underwriting Agreement and the Indenture and to perform its obligations thereunder.
3. The Underwriting Agreement has been duly authorized, executed and delivered by the Company and the Parent Guarantor.
4. Each of the Base Indenture and the First Supplemental Indenture has been duly authorized, executed and delivered by the Company. The Second Supplemental Indenture has been duly authorized, executed and delivered by each of the Company and the Parent Guarantor.
5. The Offered Securities have been duly authorized by the Company. The Guarantee has been duly authorized by the Parent Guarantor.
6. The execution and delivery by each of the Company and the Parent Guarantor of, and the performance by each of the Company and the Parent Guarantor of its obligations under, the Indenture, the Offered Securities and the Underwriting Agreement (collectively, the “Documents”) will not contravene (i) any provision of the New Jersey Business Corporation Act, with respect to the Company, (ii) the laws of the State of Texas, with respect to the Parent Guarantor, (iii) the Certificate of Incorporation or By Laws of the Company or (iv) the Amended and Restated Certificate of Formation or By-Laws of the Parent Guarantor.
7. No consent, approval, authorization, or order of, or qualification with, any governmental body or agency under the laws of the State of New Jersey, with respect to the Company, or the State of Texas, with respect to the Parent Guarantor, that in such counsel’s experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Documents is required for the execution, delivery and performance by the Company and the Parent Guarantor of its respective obligations under the Documents, except such as may be required under federal or state securities or Blue Sky laws as to which we express no opinion.
8. Each of the Company and the Parent Guarantor is not, and after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Prospectus will not be, required to register as an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.

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9. The Registration Statement and the Prospectus appear on their face to be appropriately responsive in all material respects to the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder.
10. Nothing has come to such counsel's attention that causes him to believe that, insofar as relevant to the offering of the Offered Securities:¹
- (a) on the date of the Underwriting Agreement, the Registration Statement contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading,
 - (b) at __: __ A/P.M. New York City time on _____, the Disclosure Package contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or
 - (c) the Prospectus as of the date of the Underwriting Agreement or as of the Closing Date contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

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

FORM OF OPINION OF COUNSEL FOR THE OBLIGORS

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

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

UNDERWRITING AGREEMENT

September 23, 2026

Exxon Mobil Corporation
 ExxonMobil Holdings Corporation
 22777 Springwoods Village Parkway
 Spring, Texas 77389-1425

Ladies and Gentlemen:

We (collectively, the “**Manager**”) understand that Exxon Mobil Corporation, a New Jersey corporation (the “**Company**”), proposes to issue and sell \$185,883,000 aggregate principal amount of its Floating Rate Notes due 2076 (the “**Notes**”), which are to be fully and unconditionally guaranteed (the “**Guarantee**” and, together with the Notes, the “**Offered Securities**”), by ExxonMobil Holdings Corporation, a Texas corporation (the “**Parent Guarantor**”).

Subject to the terms and conditions set forth herein or incorporated by reference herein, the Company hereby agrees to sell and the underwriters named below (the “**Underwriters**”) severally agree to purchase the Notes at 99.000% of the principal amount of such Notes and accrued interest from September 25, 2026, if any, to the date of payment and delivery.

Name of Underwriter	Principal Amount of Notes
RBC Capital Markets, LLC	\$ 16,715,000
Deutsche Bank Securities Inc.	5,040,000
J.P. Morgan Securities LLC	20,973,000
Morgan Stanley & Co. LLC	111,765,000
UBS Securities LLC	31,390,000
Total:	\$ 185,883,000

Upon delivery of such Offered Securities, the Underwriters will pay for such Offered Securities at a closing to be held at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 at 10:00 a.m. (New York time) on September 25, 2026, or at such other time as shall be designated by the Manager.

The Offered Securities will have the terms and conditions set forth in “Description of Notes” in the prospectus supplement for the Offered Securities, to be dated September 23, 2026 (the “**prospectus supplement**”), and terms defined therein will have the same meanings when used in this underwriting agreement (this “**Agreement**”). The following is a summary of such terms and conditions for the Offered Securities:

Principal Amount:	\$185,883,000, subject to further issuances, as described below.
Maturity:	September 25, 2076
Interest Rate and Interest Payment Dates:	Floating rate based on Compounded SOFR (calculated as described in the preliminary prospectus supplement (as defined below)), minus 0.450%, calculated quarterly, and payable on March 25, June 25, September 25 and December 25 of each year, beginning December 25, 2026.

Optional Redemption Provisions: On or after September 25, 2056, the Company may redeem the Notes at its option, in whole or in part, at any time and from time to time, upon not less than 10 nor more than 60 calendar days' notice, at the following redemption prices (in each case, expressed as a percentage of the principal amount), if redeemed during the twelve-month periods beginning on September 25 as set forth below:

<u>Twelve-Month Period Beginning On</u>	<u>Redemption Price</u>
September 25, 2056	105.000%
September 25, 2057	104.500%
September 25, 2058	104.000%
September 25, 2059	103.500%
September 25, 2060	103.000%
September 25, 2061	102.500%
September 25, 2062	102.000%
September 25, 2063	101.500%
September 25, 2064	101.000%
September 25, 2065	100.500%
September 25, 2066	100.000%

and thereafter at 100.000% of the principal amount, in each case, together with any accrued and unpaid interest thereon to but excluding the redemption date.

Repayment at Option of Holder: The Notes will be repayable at the option of any holder of the Notes, in whole or in part, on the repayment dates and at the repayment prices (in each case, expressed as a percentage of the principal amount) as set forth below:

<u>Repayment Date</u>	<u>Repayment Price</u>
September 25, 2027	98.000%
March 25, 2028	98.000%
September 25, 2028	98.000%
March 25, 2029	98.000%
September 25, 2029	98.000%
March 25, 2030	98.000%
September 25, 2030	98.000%
March 25, 2031	98.000%
September 25, 2031	98.000%
March 25, 2032	98.000%
September 25, 2032	99.000%
March 25, 2033	99.000%
September 25, 2033	99.000%
March 25, 2034	99.000%
September 25, 2034	99.000%
March 25, 2035	99.000%
September 25, 2035	99.000%
March 25, 2036	99.000%
September 25, 2036	99.000%
March 25, 2037	99.000%
September 25, 2037	100.000%

and on September 25 of every second year thereafter, through and including September 25, 2073, at 100.000% of the principal amount, in each case, together with any accrued and unpaid interest thereon to but excluding the repayment date.

Form and Denomination:

Global Security held through book-entry facilities of The Depository Trust Company (as described under “Description of Notes” in the preliminary prospectus supplement for the Notes). The Notes will be issued only in denominations of \$1,000 and integral multiples thereof.

Further Issuances:

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

For purposes of Article VIII of the Standard Provisions (as defined below), we confirm that we have furnished to the Company and the Parent Guarantor (collectively, the “*Obligors*”), for use in the preliminary prospectus supplement for the Offered Securities dated September 21, 2026 (the “*preliminary prospectus supplement*”) and the prospectus supplement:

(a) The second and third sentence of the third paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning the dealer concessions and reallowances;

(b) The first, second, third and fourth sentence of the sixth paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning short sales, stabilizing transactions and purchases to cover positions created by short sale by the Underwriters;

(c) The fourth sentence of the seventh paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning market making by the Underwriters; and

(d) The third and fourth sentence of the eleventh paragraph of text under “Underwriting” in such preliminary prospectus supplement and prospectus supplement, concerning other relationships between the Underwriters or their affiliates and the Obligors.

All provisions contained in that certain document entitled “Underwriting Agreement Standard Provisions (Debt Securities)” of the Company and the Parent Guarantor, dated September 23, 2026 (the “*Standard Provisions*”), are herein incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein. Notwithstanding the preceding sentence, in the event of any conflict between the Standard Provisions and this Agreement, the provisions of this Agreement shall control.

The term “**Depository**” as used therein shall mean The Depository Trust Company, and the term “**Manager**” as used therein shall mean RBC Capital Markets, LLC, Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC and UBS Securities LLC, whose authority thereunder may be exercised by them jointly.

This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[The remainder of this page intentionally left blank; signature pages follow].

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

Very truly yours,

RBC CAPITAL MARKETS, LLC

By: /s/ John M. Sconzo

Name: John M. Sconzo

Title: Managing Director

[Signature Page to Underwriting Agreement]

DEUTSCHE BANK SECURITIES INC.

By: /s/ Ben Smilchensky

Name: Ben Smilchensky

Title: Managing Director

By: /s/ Thomas Short

Name: Thomas Short

Title: Managing Director

[Signature Page to Underwriting Agreement]

J.P. MORGAN SECURITIES LLC

By: /s/ Robert Bottamedi

Name: Robert Bottamedi

Title: Executive Director

[Signature Page to Underwriting Agreement]

MORGAN STANLEY & CO. LLC

By: /s/ Michael Borut

Name: Michael Borut

Title: Executive Director

[Signature Page to Underwriting Agreement]

UBS SECURITIES LLC

By: /s/ Igor Grinberg

Name: Igor Grinberg

Title: Managing Director

By: /s/ Christopher Murphy

Name: Christopher Murphy

Title: Managing Director

[Signature Page to Underwriting Agreement]

Accepted:

EXXON MOBIL CORPORATION

By: /s/ James R. Chapman

Name: James R. Chapman

Title: President

EXXONMOBIL HOLDINGS CORPORATION

By: /s/ James R. Chapman

Name: James R. Chapman

Title: Vice President, Corporate
Finance and Treasurer

[Signature Page to Underwriting Agreement]

Schedule A

General Use Free Writing Prospectuses

- 1) Pricing Term Sheet for the Offered Securities, dated September 23, 2026 (set forth in Schedule B)

See attached.

B-1

Pricing Term Sheet
Exxon Mobil Corporation

\$185,883,000 Floating Rate Notes due 2076

Issuer: Exxon Mobil Corporation (the “*Company*”)
Guarantor: ExxonMobil Holdings Corporation (the “*Parent Guarantor*”)
Security: Floating Rate Notes due 2076 (the “*Notes*”)
Trade Date: September 23, 2026
Settlement Date*: September 25, 2026 (T+2)
Denominations: \$1,000
Anticipated Ratings**: Aa2 (Moody’s Investors Service, Inc.)
AA- (S&P Global Ratings)
Guarantee: The Notes will be fully and unconditionally guaranteed by the Parent Guarantor on a senior unsecured basis and will rank equally with all other unsecured and unsubordinated guarantees and indebtedness of the Parent Guarantor.
Principal Amount: \$185,883,000
Maturity Date: September 25, 2076
Interest Rate and Interest Payment Dates: Floating rate based on Compounded SOFR (calculated as described in that certain preliminary prospectus supplement of the Company dated September 21, 2026), minus 0.450%, calculated quarterly, and payable on March 25, June 25, September 25 and December 25 of each year, beginning December 25, 2026.
Optional Redemption Provisions: On or after September 25, 2056, the Company may redeem the Notes at its option, in whole or in part, at any time and from time to time, upon not less than 10 nor more than 60 calendar days’ notice, at the following redemption prices (in each case, expressed as a percentage of the principal amount), if redeemed during the twelve-month periods beginning on September 25 as set forth below:

<u>Twelve-Month Period Beginning On</u>	<u>Redemption Price</u>
September 25, 2056	105.000%
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September 25, 2062	102.000%
September 25, 2063	101.500%

September 25, 2064	101.000%
September 25, 2065	100.500%
September 25, 2066	100.000%

and thereafter at 100.000% of the principal amount, in each case, together with any accrued and unpaid interest thereon to but excluding the redemption date.

Repayment at Option of Holder:

The Notes will be repayable at the option of any holder of the Notes, in whole or in part, on the repayment dates and at the repayment prices (in each case, expressed as a percentage of the principal amount) as set forth below:

<u>Repayment Date</u>	<u>Repayment Price</u>
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September 25, 2031	98.000%
March 25, 2032	98.000%
September 25, 2032	99.000%
March 25, 2033	99.000%
September 25, 2033	99.000%
March 25, 2034	99.000%
September 25, 2034	99.000%
March 25, 2035	99.000%
September 25, 2035	99.000%
March 25, 2036	99.000%
September 25, 2036	99.000%
March 25, 2037	99.000%
September 25, 2037	100.000%

and on September 25 of every second year thereafter, through and including September 25, 2073, at 100.000% of the principal amount, in each case, together with any accrued and unpaid interest thereon to but excluding the repayment date.

Price to Public:

100.000%

CUSIP/ISIN:

30231G BT8 / US30231GBT85

Joint Book-Running Managers:

RBC Capital Markets, LLC
Deutsche Bank Securities Inc.
J.P. Morgan Securities LLC
Morgan Stanley & Co. LLC
UBS Securities LLC

***Note:** We expect that delivery of the Notes will be made to investors on or about September 25, 2026, which will be the second business day following the time of sale (this settlement cycle being referred to as “T+2”). Under Rule 15c6-1 under the Securities Exchange Act of 1934, trades in the secondary market generally are required to settle in one business day unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes prior to one business day before delivery of the Notes hereunder will be required, by virtue of the fact that the Notes initially will settle in T+2, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to trade the Notes prior to one business day before delivery of the Notes hereunder should consult their own advisors.

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

The Company and the Parent Guarantor have filed a registration statement (including a preliminary prospectus supplement and an accompanying prospectus) with the Securities and Exchange Commission (the “SEC”) for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents that the Company and the Parent Guarantor have filed with the SEC, including the preliminary prospectus supplement, for more complete information about the Company and this offering. You may get these documents for free by visiting the SEC website at www.sec.gov. Alternatively, the Company, any underwriter or any dealer participating in the offering will arrange to send you the preliminary prospectus supplement and the accompanying prospectus if you request it by contacting: RBC Capital Markets, LLC toll-free at 1-866-375-6829; Deutsche Bank Securities Inc. toll-free at 1-800-503-4611; J.P. Morgan Securities LLC at 1-212-834-4533; Morgan Stanley & Co. LLC toll-free at 1-866-718-1649; or UBS Securities LLC toll-free at 1-833-481-0269.

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

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

Each of the undersigned officers of Exxon Mobil Corporation (the "Company") and ExxonMobil Holdings Corporation (the "Parent Guarantor"), acting pursuant to authorizations contained in resolutions of the Board of Directors of the Company duly adopted on January 27, 2026 and resolutions of the Board of Directors of the Parent Guarantor duly adopted May 27, 2026, respectively, does hereby authorize, adopt and approve the following terms for a series of the Company's debt securities designated as "Floating Rate Notes due 2076" (the "Notes"), to be issued under an indenture dated as of March 20, 2014 (the "Base Indenture") between the Company and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), as amended and supplemented by a first supplemental indenture dated as of June 26, 2020 (the "First Supplemental Indenture") between the Company and the Trustee and as further amended and supplemented by a second supplemental indenture dated as of July 1, 2026 (together with the Base Indenture and First Supplemental Indenture, as further amended, supplemented or otherwise modified, the "Indenture"), among the Company, the Parent Guarantor and the Trustee, which Notes have been registered for sale with the Securities and Exchange Commission pursuant to a Registration Statement on Form S-3 (No. 333-293558) under the Securities Act of 1933, as amended, as amended by Amendment No. 1 thereto. The Notes are to be fully and unconditionally guaranteed by the Parent Guarantor. Capitalized terms used but not defined herein shall have the meanings set forth in the Indenture.

I. The Notes are entitled "Floating Rate Notes due 2076."

II. The Notes are limited in aggregate principal amount to U.S. \$185,883,000, subject to (i) the Company's right from time to time, without giving notice to or seeking the consent of the Holders of the Notes, to issue an unlimited amount of additional securities having the same ranking and the same interest rate, maturity and other terms as the Notes other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities (such additional securities having such similar terms, together with the Notes, constituting a single series of securities under the Indenture); *provided* that if such additional securities are not fungible with the then-outstanding Notes for U.S. federal income tax purposes, the additional securities shall have a separate CUSIP, ISIN or other identifying number, as applicable, and (ii) Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to the provisions of the Indenture.

III. The Notes shall mature on September 25, 2076, subject to the provisions of the Indenture and this Officer's Certificate relating to acceleration and subject to the provisions of the Indenture and this Officer's Certificate relating to optional redemption, repayment and shortened maturity date.

A "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City (or other Place of Payment specified pursuant to the Indenture) are authorized or obligated by law or executive order to close.

IV. Interest on the Notes

The Notes shall bear interest at a floating rate per annum equal to Compounded SOFR (as defined herein) minus 0.450% (negative 0.450%, the “Margin”) payable quarterly in arrears on March 25, June 25, September 25 and December 25 of each year, commencing on December 25, 2026, to the persons in whose names such Notes were registered at the close of business on the immediately preceding March 10, June 10, September 10 and December 10, respectively (whether or not a Business Day).

Interest on the Notes shall be computed on the basis of a 360-day year and the actual number of days in the Observation Period (as defined herein). If any Interest Payment Date falls on a day that is not a Business Day, the Company shall make the interest payment on the next succeeding Business Day unless that Business Day is in the next succeeding calendar month, in which case (other than in the case of the maturity date, a redemption date or a repayment date) the Company shall make the interest payment on the immediately preceding Business Day. If an interest payment is made on the next succeeding Business Day, no interest shall accrue as a result of the delay in payment. If the maturity date, a redemption date or a repayment date of the Notes falls on a day that is not a Business Day, the payment due on such date shall be postponed to the next succeeding Business Day, and no further interest shall accrue in respect of such postponement.

On each Interest Payment Determination Date (as defined herein) relating to the applicable Interest Payment Date, the Calculation Agent shall calculate the amount of accrued interest payable on the Notes by multiplying (i) the outstanding principal amount of the Notes by (ii) the product of (a) the interest rate for the relevant interest period multiplied by (b) the quotient of the actual number of calendar days in such Observation Period divided by 360. In no event shall the interest rate on the Notes be less than zero.

The term “interest period,” with respect to the Notes, means (i) the period from and including any Interest Payment Date (or, with respect to the initial interest period only, from and including September 25, 2026) to but excluding the next succeeding Interest Payment Date, (ii) in the case of the last such period, the period from and including the Interest Payment Date immediately preceding the maturity date to but excluding the maturity date, or (iii) in the event of any redemption or repayment of the Notes, the period from and including the Interest Payment Date immediately preceding the applicable redemption or repayment date to but excluding such date.

Compounded SOFR

“Compounded SOFR” shall be determined by the Calculation Agent in accordance with the following formula (and the resulting percentage shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point):

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \frac{360}{d_c}$$

where:

“SOFR Index_{Start}” = For periods other than the initial interest period, the SOFR Index value on the preceding Interest Payment Determination Date, and, for the initial interest period, the SOFR Index value on September 23, 2026;

“SOFR Index_{End}” = The SOFR Index value on the Interest Payment Determination Date relating to the applicable Interest Payment Date (or, in the final interest period, relating to the maturity date, or in the case of a redemption or repayment of the Notes, relating to the applicable redemption or repayment date); and

“d_c” is the number of calendar days in the relevant Observation Period.

For purposes of determining Compounded SOFR:

“Interest Payment Determination Date” means the date that is two U.S. Government Securities Business Days before each Interest Payment Date (or, in the final interest period, before the maturity date or, in the case of a redemption or repayment of the Notes, before the applicable redemption or repayment date).

“Observation Period” means, in respect of each interest period, the period from and including the date that is two U.S. Government Securities Business Days preceding the first date in such interest period to but excluding the date that is two U.S. Government Securities Business Days preceding the Interest Payment Date for such interest period (or, in the final interest period, preceding the maturity date or, in the case of a redemption or repayment of the Notes, preceding the applicable redemption or repayment date).

“SOFR Index” means, with respect to any U.S. Government Securities Business Day, the SOFR Index value as published by the SOFR Administrator as such index appears on the SOFR Administrator’s Website at 3:00 p.m. (New York time) on such U.S. Government Securities Business Day (the “SOFR Index Determination Time”); *provided* that if a SOFR Index value does not so appear as specified above at the SOFR Index Determination Time, then: (i) if a Benchmark Transition Event (as defined herein) and its related Benchmark Replacement Date (as defined herein) have not occurred with respect to SOFR, then Compounded SOFR shall be the rate determined pursuant to the “SOFR Index Unavailable Provisions” described below, or (ii) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR, then Compounded SOFR shall be the rate determined pursuant to the “—Effect of Benchmark Transition Event” provisions described below.

“SOFR” means the daily secured overnight financing rate as provided by the SOFR Administrator on the SOFR Administrator’s Website.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of SOFR).

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source.

“U.S. Government Securities Business Day” means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

Notwithstanding anything to the contrary in the documentation relating to the Notes, if the Company (or its designee) determines on or prior to the relevant Reference Time (as defined herein) that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to determining Compounded SOFR, then the benchmark replacement provisions set forth below under “—Effect of Benchmark Transition Event” shall thereafter apply to all determinations of the rate of interest payable on the Notes.

For the avoidance of doubt, in accordance with the benchmark replacement provisions, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the interest rate for each interest period on the Notes shall be an annual rate equal to the sum of the Benchmark Replacement and the Margin.

SOFR Index Unavailable Provisions

If a SOFR Index_{Start} or SOFR Index_{End} is not published on the associated Interest Payment Determination Date and a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred with respect to SOFR, “Compounded SOFR” means, for the applicable interest period for which such index is not available, the rate of return on a daily compounded interest investment calculated in accordance with the formula for SOFR averages, and definitions required for such formula, published on the SOFR Administrator’s Website, initially located at <https://www.newyorkfed.org/markets/treasury-repo-reference-rates-information>. For the purposes of this provision, references in the SOFR averages compounding formula and related definitions to “calculation period” shall be replaced with “Observation Period” and the words “that is, 30-, 90-, or 180-calendar days” shall be removed. If SOFR does not so appear for any day “i” in the Observation Period, SOFR_i for such day “i” shall be SOFR published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator’s Website.

Effect of Benchmark Transition Event

Benchmark Replacement. If the Company (or its designee) determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark (as defined herein) on any date, the Benchmark Replacement shall replace the then-current Benchmark for all purposes relating to the Notes in respect of such determination on such date and all determinations on all subsequent dates.

Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Company (or its designee) shall have the right to make Benchmark Replacement Conforming Changes (as defined herein) from time to time.

Decisions and Determinations. Any determination, decision or election that may be made by the Company (or its designee) pursuant to the benchmark replacement provisions described in this subsection “—Effect of Benchmark Transition Event,” including any determination with respect to tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, shall be conclusive and binding absent manifest error, shall be made in the Company’s (or its designee’s) sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the Holders of the Notes or any other party.

Certain Defined Terms. As used herein, the following terms have the following meanings:

“Benchmark” means, initially, Compounded SOFR, as such term is defined above; *provided* that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published SOFR Index used in the calculation thereof) or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement.

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Company (or its designee) as of the Benchmark Replacement Date:

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

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Company (or its designee) as of the Benchmark Replacement Date:

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

The Benchmark Replacement Adjustment shall not include the Margin specified herein and such Margin shall be applied to the Benchmark Replacement to determine the interest payable on the Notes.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definitions or interpretations of “interest period,” the timing and frequency of determining rates and making payments of interest, the rounding of amounts or tenors, and other administrative matters) that the Company (or its designee) decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Company (or its designee) decides that adoption of any portion of such market practice is not administratively feasible or if the Company (or its designee) determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Company (or its designee) determines is reasonably necessary or practicable).

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

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

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

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

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

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- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

“ISDA Definitions” means the 2021 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

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

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

“Reference Time” with respect to any determination of the Benchmark means (1) if the Benchmark is Compounded SOFR, the SOFR Index Determination Time, as such time is defined above, and (2) if the Benchmark is not Compounded SOFR, the time determined by the Company (or its designee) in accordance with the Benchmark Replacement Conforming Changes.

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

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

All determinations made by the Calculation Agent shall, in the absence of manifest error, be conclusive for all purposes and binding on us and the Holders of the Notes. So long as Compounded SOFR is required to be determined with respect to the Notes, there will at all times be a Calculation Agent. In the event that any then acting Calculation Agent shall be unable or unwilling to act, or that such Calculation Agent shall fail duly to establish Compounded SOFR for any interest period, or the Company proposes to remove such Calculation Agent, the Company shall appoint another Calculation Agent.

V. Principal and interest on the Notes shall be payable, and the Notes may be surrendered for registration of transfer or exchange, at the office or agency of the Company maintained for that purpose, pursuant to the Indenture, which shall initially be the Corporate Trust Office of the Trustee located at 1 Columbus Circle, 4th Floor, Mail Stop: NYC01-0417, New York, New York 10019, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt.

The Company, by or through the Trustee, may at its option pay interest by United States dollar check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; *provided, however*, that payments in connection with Global Securities to The Depository Trust Company (“DTC”) shall be made by wire transfer of immediately available funds to the account of DTC or its nominee.

VI. Any or all of the Notes may be redeemed at the Company’s option at any time or from time to time, in amounts of \$1,000 or any multiple of \$1,000 in excess thereof, at the following redemption prices (in each case expressed as a percentage of the principal amount), if redeemed during the twelve-month periods beginning on September 25 as set forth below:

<u>Twelve-month period beginning on</u>	<u>Redemption price</u>
September 25, 2056	105.000%
September 25, 2057	104.500%
September 25, 2058	104.000%
September 25, 2059	103.500%
September 25, 2060	103.000%
September 25, 2061	102.500%
September 25, 2062	102.000%
September 25, 2063	101.500%
September 25, 2064	101.000%
September 25, 2065	100.500%
September 25, 2066	100.000%

and thereafter at 100.000% of the principal amount, in each case, together with any accrued and unpaid interest thereon to but excluding the redemption date.

The Company shall send notice of any redemption at least 10 days but not more than 60 days before the redemption date to each registered Holder of the Notes to be redeemed, with such notice to be sent in accordance with the provisions of the Indenture. Once notice of redemption is sent, the Notes called for redemption shall become due and payable on the redemption date and at the applicable redemption price, plus accrued and unpaid interest to the redemption date, subject to any conditions precedent specified in such notice.

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

VII. The Notes shall be repayable at the option of a Holder of the Notes, in whole or in part, on the repayment dates and at the repayment prices (in each case expressed as a percentage of the principal amount) as set forth below:

<u>Repayment date</u>	<u>Repayment price</u>
September 25, 2027	98.000%
March 25, 2028	98.000%
September 25, 2028	98.000%
March 25, 2029	98.000%
September 25, 2029	98.000%
March 25, 2030	98.000%
September 25, 2030	98.000%
March 25, 2031	98.000%
September 25, 2031	98.000%
March 25, 2032	98.000%
September 25, 2032	99.000%
March 25, 2033	99.000%
September 25, 2033	99.000%
March 25, 2034	99.000%
September 25, 2034	99.000%
March 25, 2035	99.000%
September 25, 2035	99.000%
March 25, 2036	99.000%
September 25, 2036	99.000%
March 25, 2037	99.000%
September 25, 2037	100.000%

and on September 25 of every second year thereafter, through and including September 25, 2073, at 100.000% of the principal amount, in each case, together with any accrued and unpaid interest thereon to but excluding the repayment date.

In order for a Note to be repaid at the option of a Holder, the Trustee must receive, at least 30 but not more than 60 days before the optional repayment date,

- (1) the Note with the form entitled "Option to Elect Repayment" on the reverse of the Note duly completed; or
- (2) a facsimile transmission or a letter from a member of a national securities exchange or a member of the Financial Industry Regulatory Authority, Inc. or a commercial bank or trust company in the United States which must set forth:
 - a) the name of the Holder of the Note;
 - b) the principal amount of the Note;
 - c) the principal amount of the Note to be repaid;

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- d) the certificate number, CUSIP number or a description of the tenor and terms of the Note; and
 - e) a statement that the option to elect repayment is being exercised and a guarantee that the Note to be repaid, together with the duly completed form entitled "Option to Elect Repayment" on the reverse of the Note, shall be received by the Trustee not later than the fifth business day after the date of that facsimile transmission or letter.

The repayment option may be exercised by the Holder of a Note for less than the entire principal amount of the Note but, in that event, the principal amount of the Note remaining outstanding after repayment must be in an authorized denomination.

VIII. If a tax event (as defined herein) occurs, the Company shall have the right to shorten the maturity of the Notes, without the consent of the Holders of the Notes,

- a) to the minimum extent required, in the opinion of nationally recognized independent tax counsel, so that, after shortening the maturity, interest paid on the Notes will be deductible for U.S. federal income tax purposes; or
- b) if that counsel cannot opine definitively as to such a minimum period, the minimum extent so required to maintain our interest deduction,

in each case, to the extent deductible under current law, as determined in good faith by the Company's Board of Directors, after receipt of an opinion of that counsel regarding the applicable legal standards. In that case, the amount payable on the Notes on that new maturity date shall be equal to 100.000% of the principal amount of the Notes, together with any accrued and unpaid interest thereon to but excluding that new maturity date.

If the Company elects to exercise its right to shorten the maturity of the Notes when a tax event occurs, the Company shall give notice to each Holder of the Notes not more than 60 days after the occurrence of the tax event, stating the new maturity date of the Notes. If the Notes are solely registered in the name of Cede & Co. and traded through DTC, then such notice shall be delivered to DTC, and transmitted by DTC in accordance with its practices.

"Tax event" means that the Company shall have received an opinion of nationally recognized independent tax counsel to the effect that, as a result of:

- a) any amendment to, clarification of, or change (including any announced prospective amendment, clarification or change) in any law, or any regulation thereunder, of the United States;
- b) any judicial decision, official administrative pronouncement, ruling, regulatory procedure, regulation, notice or announcement, including any notice or announcement of intent to adopt or promulgate any ruling, regulatory procedure or regulation (any of the foregoing, an "administrative or judicial action"); or
- c) any amendment to, clarification of, or change in any official position with respect to, or any interpretation of, an administrative or judicial action or a law or regulation of the United States that differs from the previously generally accepted position or interpretation,

in each case, occurring on or after September 23, 2026, there is more than an insubstantial increase in the risk that interest the Company pays on the Notes is not, or will not be, deductible, in whole or in part, by the Company for U.S. federal income tax purposes.

For the avoidance of doubt, following the exercise by the Company of its right to shorten the maturity of the Notes when a tax event occurs, any references to “maturity date” herein shall refer to the new maturity date of the Notes.

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

X. The Notes shall be issued only in denominations of \$1,000 and integral multiples thereof.

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

XII. Upon issuance, the Notes of each series shall be represented by one or more global Securities representing all of the aggregate principal amount of such Notes and shall be registered in the name of the nominee of DTC, which will act as depositary. DTC, or any successor depositary for the Notes permitted by the terms of the Indenture, this Officer’s Certificate and the Notes, is hereinafter referred to as the “Depositary.” Except as set forth in the Indenture, owners of beneficial interests in the Notes shall not be entitled to have Notes registered in their names, shall not receive or be entitled to receive Notes in definitive form and shall not be considered Holders of Notes under the Indenture. Notwithstanding any other provisions of the Indenture, this Officer’s Certificate or the Notes, unless and until exchanged in whole or in part for the individual Securities represented thereby, the global Security or Securities representing all or a portion of the Notes of the applicable series may not be transferred except, as provided in Section 3.05 of the Indenture, by the Depositary to another nominee of the Depositary for the Notes, or by a nominee of such Depositary to such Depositary or another nominee of such Depositary, or by such Depositary or any such nominee to a successor Depositary or nominee of such successor Depositary.

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

XIV. The issue price of the Notes to public shall be 100.000% of the principal amount thereof.

XV. The underwriters’ commission or discount as a percentage of the principal amount of the Notes shall be 1.000% of the principal amount thereof.

XVI. The Notes will be fully and unconditionally guaranteed by the Parent Guarantor on a senior unsecured basis (the “Guarantee”) and will rank equally with all other unsecured and unsubordinated guarantees and indebtedness of the Parent Guarantor.

XVII. The Guarantee shall (i) remain in full force and effect until payment in full of the principal of (and premium, if any) and interest on the Notes and all other amounts payable with respect to the Notes under the Indenture, (ii) be binding upon the Parent Guarantor and (iii) inure to and be enforceable for the benefit of the Trustee, the Holders and their permitted successors, transferees and assigns.

XVIII. The Guarantee shall thereupon terminate and be discharged and of no further force or effect, (i) upon payment in full of the principal of (and premium, if any) and interest on the Notes and all other amounts payable with respect to the Notes under the Indenture, (ii) upon the satisfaction and discharge of our obligations with respect to the Notes, or (iii) the legal or covenant defeasance of our obligations under the Notes.

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

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Officer's Certificate on behalf of the Company and the Parent Guarantor as of this 25th day of September, 2026.

COMPANY

EXXON MOBIL CORPORATION

By: /s/ James R. Chapman

Name: James R. Chapman

Title: President

PARENT GUARANTOR

EXXONMOBIL HOLDINGS CORPORATION

By: /s/ James R. Chapman

Name: James R. Chapman

Title: Vice President, Corporate Finance and Treasurer

Specimen of Global Note representing Floating Rate Notes due 2027

[Form of Floating Rate Note due 2076]

[Face of Security]

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

THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN DTC OR SUCH NOMINEE, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

EXXON MOBIL CORPORATION

FULLY AND UNCONDITIONALLY GUARANTEED BY

EXXONMOBIL HOLDINGS CORPORATION

No. []

\$[]
CUSIP / ISIN : 30231G BT8 / US30231GBT85

EXXON MOBIL CORPORATION, a corporation duly organized and existing under the laws of the State of New Jersey (herein called the "Issuer," which term includes any successor Person under the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [] on September 25, 2076 and to pay interest thereon from September 25, 2026 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, quarterly in arrears on March 25, June 25, September 25 and December 25 of each year, commencing on December 25, 2026, at a floating rate per annum equal to Compounded SOFR (as defined on the reverse hereof) minus 0.450% (negative 0.450%, the "Margin"), computed on the basis of a 360-day year and the actual number of days in the Observation Period (as defined on the reverse hereof), until the principal hereof is paid or made available for payment. If any Interest Payment Date falls on a day that is not a Business Day, the Issuer shall make the interest payment on the next succeeding Business Day unless that Business Day is in the next succeeding calendar month, in which case (other than in the case of the maturity date, a redemption date or a repayment date) the Issuer shall make the interest payment on the immediately preceding Business Day. If an interest payment is made on the next succeeding Business Day, no interest shall accrue as a result of the delay in payment. If the maturity date, a redemption date or a repayment date of the Securities of this series falls on a day that is not a Business Day, the payment due on such date shall be postponed to the next succeeding Business Day, and no further interest shall accrue in respect of such postponement.

The interest so payable, and timely paid or duly provided for, on any Interest Payment Date shall, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest next preceding such Interest Payment Date, which shall be March 10, June 10, September 10 and December 10, as the case may be (whether or not a Business Day).

On each Interest Payment Determination Date (as defined on the reverse hereof) relating to the applicable Interest Payment Date, the Calculation Agent shall calculate the amount of accrued interest payable on the Securities of this series by multiplying (i) the outstanding principal amount of the Securities of this series by (ii) the product of (a) the interest rate for the relevant interest period multiplied by (b) the quotient of the actual number of calendar days in such Observation Period divided by 360. In no event shall the interest rate on the Securities of this series be less than zero.

The term “interest period,” with respect to the Securities of this series, means (i) the period from and including any Interest Payment Date (or, with respect to the initial interest period only, from and including September 25, 2026) to but excluding the next succeeding Interest Payment Date, (ii) in the case of the last such period, the period from and including the Interest Payment Date immediately preceding the maturity date to but excluding the maturity date, or (iii) in the event of any redemption or repayment of the Securities of this series, the period from and including the Interest Payment Date immediately preceding the applicable redemption or repayment date to but excluding such date.

Except as otherwise provided in the Indenture, any such interest not so timely paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Issuer, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security shall be made at the office or agency of the Issuer maintained for that purpose, pursuant to the Indenture, which shall initially be the Corporate Trust Office of the Trustee located at 1 Columbus Circle, 4th Floor, Mail Stop: NYC01-0417, New York, New York 10019, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt; *provided, however*, (a) in the case of Securities in global form registered in the name of or held by The Depository Trust Company (“DTC”) or its nominee, payment of the principal of (and premium, if any) and interest shall be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such Global Security, and (b) in the case of other Securities, at the option of the Issuer payment of the principal of (and premium, if any) and interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

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

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

[Remainder of This Page Intentionally Left Blank]

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

Dated: September 25, 2026

EXXON MOBIL CORPORATION

By: _____

Name: James R. Chapman

Title: President

CERTIFICATE OF AUTHENTICATION

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

Dated: September 25, 2026

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
Trustee

By: _____
Title: Authorized Signatory

[Reverse of Security]

This Security is one of a duly authorized issue of securities of the Issuer (herein called the “Securities”), issued and to be issued in one or more series under an indenture dated as of March 20, 2014 between the Issuer and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), as amended and supplemented by a first supplemental indenture dated as of June 26, 2020 between the Issuer and the Trustee, a second supplemental indenture dated as of July 1, 2026 among the Issuer, ExxonMobil Holdings Corporation, a Texas corporation (the “Parent Guarantor”), and the Trustee and as further supplemented by the Officer’s Certificate setting forth the terms of the Securities dated as of the date hereof (herein collectively called the “Indenture”), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer, the Parent Guarantor, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to U.S.\$[], subject to (i) the Issuer’s right from time to time, without giving notice to or seeking the consent of the Holders of the Securities, to issue an unlimited amount of additional securities in one or more series having the same ranking and the same interest rate, maturity and other terms as the Securities other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities (such additional securities having such similar terms, together with the Securities of this series, constituting a single issue of Securities under the Indenture); *provided* that if such additional securities are not fungible with the then-outstanding Securities of this series for U.S. federal income tax purposes, the additional securities shall have a separate CUSIP, ISIN or other identifying number, as applicable, and (ii) Securities of this series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of this series pursuant to the provisions of the Indenture. The Securities of this series are issuable as Securities only in registered form, without coupons in denominations of \$1,000 or integral multiples thereof. As provided in the Indenture and subject to certain limitations therein set forth Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of any authorized denominations, as requested by the Holder surrendering the same, upon surrender of the Security or Securities to be exchanged at any office or agency described below where Securities of this series may be presented for registration of transfer.

Compounded SOFR

“Compounded SOFR” shall be determined by the Calculation Agent in accordance with the following formula (and the resulting percentage shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point):

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \frac{360}{d_c}$$

where:

“SOFR Index_{Start}” = For periods other than the initial interest period, the SOFR Index value on the preceding Interest Payment Determination Date, and, for the initial interest period, the SOFR Index value on September 23, 2026;

“SOFR Index_{End}” = The SOFR Index value on the Interest Payment Determination Date relating to the applicable Interest Payment Date (or, in the final interest period, relating to the maturity date, or in the case of a redemption or repayment of the Securities of this series, relating to the applicable redemption or repayment date); and

“d_c” is the number of calendar days in the relevant Observation Period.

For purposes of determining Compounded SOFR:

“Interest Payment Determination Date” means the date that is two U.S. Government Securities Business Days before each Interest Payment Date (or, in the final interest period, before the maturity date or, in the case of a redemption or repayment of the Securities of this series, before the applicable redemption or repayment date).

“Observation Period” means, in respect of each interest period, the period from and including the date that is two U.S. Government Securities Business Days preceding the first date in such interest period to but excluding the date that is two U.S. Government Securities Business Days preceding the Interest Payment Date for such interest period (or, in the final interest period, preceding the maturity date or, in the case of a redemption or repayment of the Securities of this series, preceding the applicable redemption or repayment date).

“SOFR Index” means, with respect to any U.S. Government Securities Business Day, the SOFR Index value as published by the SOFR Administrator as such index appears on the SOFR Administrator’s Website at 3:00 p.m. (New York time) on such U.S. Government Securities Business Day (the “SOFR Index Determination Time”); *provided* that if a SOFR Index value does not so appear as specified above at the SOFR Index Determination Time, then: (i) if a Benchmark Transition Event (as defined herein) and its related Benchmark Replacement Date (as defined herein) have not occurred with respect to SOFR, then Compounded SOFR shall be the rate determined pursuant to the “SOFR Index Unavailable Provisions” described below, or (ii) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR, then Compounded SOFR shall be the rate determined pursuant to the “—Effect of Benchmark Transition Event” provisions described below.

“SOFR” means the daily secured overnight financing rate as provided by the SOFR Administrator on the SOFR Administrator’s Website.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of SOFR).

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source.

“U.S. Government Securities Business Day” means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

Notwithstanding anything to the contrary in the documentation relating to the Securities of this series, if the Issuer (or its designee) determines on or prior to the relevant Reference Time (as defined herein) that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to determining Compounded SOFR, then the benchmark replacement provisions set forth below under “—Effect of Benchmark Transition Event” shall thereafter apply to all determinations of the rate of interest payable on the Securities of this series.

For the avoidance of doubt, in accordance with the benchmark replacement provisions, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the interest rate for each interest period on the Securities of this series shall be an annual rate equal to the sum of the Benchmark Replacement and the Margin.

SOFR Index Unavailable Provisions

If a SOFR Index_{Start} or SOFR Index_{End} is not published on the associated Interest Payment Determination Date and a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred with respect to SOFR, “Compounded SOFR” means, for the applicable interest period for which such index is not available, the rate of return on a daily compounded interest investment calculated in accordance with the formula for SOFR averages, and definitions required for such formula, published on the SOFR Administrator’s Website, initially located at <https://www.newyorkfed.org/markets/treasury-repo-reference-rates-information>. For the purposes of this provision, references in the SOFR averages compounding formula and related definitions to “calculation period” shall be replaced with “Observation Period” and the words “that is, 30-, 90-, or 180-calendar days” shall be removed. If SOFR does not so appear for any day “i” in the Observation Period, SOFR_i for such day “i” shall be SOFR published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator’s Website.

Effect of Benchmark Transition Event

Benchmark Replacement. If the Issuer (or its designee) determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark (as defined herein) on any date, the Benchmark Replacement shall replace the then-current Benchmark for all purposes relating to the Securities of this series in respect of such determination on such date and all determinations on all subsequent dates.

Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Issuer (or its designee) shall have the right to make Benchmark Replacement Conforming Changes (as defined herein) from time to time.

Decisions and Determinations. Any determination, decision or election that may be made by the Issuer (or its designee) pursuant to the benchmark replacement provisions described in this subsection “—Effect of Benchmark Transition Event,” including any determination with respect to tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, shall be conclusive and binding absent manifest error, shall be made in the Issuer’s (or its designee’s) sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the Securities of this series, shall become effective without consent from the Holders of the Securities of this series or any other party.

Certain Defined Terms. As used herein, the following terms have the following meanings:

“Benchmark” means, initially, Compounded SOFR, as such term is defined above; *provided* that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published SOFR Index used in the calculation thereof) or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement.

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Issuer (or its designee) as of the Benchmark Replacement Date:

- (1) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;
- (2) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; and
- (3) the sum of: (a) the alternate rate of interest that has been selected by the Issuer (or its designee) as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Issuer (or its designee) as of the Benchmark Replacement Date:

- (1) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

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

The Benchmark Replacement Adjustment shall not include the Margin specified herein and such Margin shall be applied to the Benchmark Replacement to determine the interest payable on the Securities of this series.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definitions or interpretations of “interest period,” the timing and frequency of determining rates and making payments of interest, the rounding of amounts or tenors, and other administrative matters) that the Issuer (or its designee) decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer (or its designee) decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer (or its designee) determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer (or its designee) determines is reasonably necessary or practicable).

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

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

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

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

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

“ISDA Definitions” means the 2021 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

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

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

“Reference Time” with respect to any determination of the Benchmark means (1) if the Benchmark is Compounded SOFR, the SOFR Index Determination Time, as such time is defined above, and (2) if the Benchmark is not Compounded SOFR, the time determined by the Issuer (or its designee) in accordance with the Benchmark Replacement Conforming Changes.

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

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

Any or all of the Securities of this series may be redeemed at the Issuer’s option at any time or from time to time, in amounts of \$1,000 or any multiple of \$1,000 in excess thereof, at the following redemption prices (in each case expressed as a percentage of the principal amount), if redeemed during the twelve-month periods beginning on September 25 as set forth below:

<u>Twelve-month period beginning on</u>	<u>Redemption price</u>
September 25, 2056	105.000%
September 25, 2057	104.500%
September 25, 2058	104.000%
September 25, 2059	103.500%
September 25, 2060	103.000%
September 25, 2061	102.500%
September 25, 2062	102.000%
September 25, 2063	101.500%
September 25, 2064	101.000%
September 25, 2065	100.500%
September 25, 2066	100.000%

and thereafter at 100.000% of the principal amount, in each case, together with any accrued and unpaid interest thereon to but excluding the redemption date.

The Issuer shall send notice of any redemption at least 10 days but not more than 60 days before the redemption date to each registered Holder of the Securities of this series to be redeemed, with such notice to be sent in accordance with the provisions of the Indenture. Once notice of redemption is sent, the Securities of this series called for redemption shall become due and payable on the redemption date and at the applicable redemption price, plus accrued and unpaid interest to the redemption date, subject to any conditions precedent specified in such notice.

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

The Securities of this series shall be repayable at the option of a Holder of the Securities of this series, in whole or in part, on the repayment dates and at the repayment prices (in each case expressed as a percentage of the principal amount) as set forth below:

Repayment date	Repayment price
September 25, 2027	98.000%
March 25, 2028	98.000%
September 25, 2028	98.000%
March 25, 2029	98.000%
September 25, 2029	98.000%
March 25, 2030	98.000%
September 25, 2030	98.000%
March 25, 2031	98.000%
September 25, 2031	98.000%
March 25, 2032	98.000%
September 25, 2032	99.000%
March 25, 2033	99.000%
September 25, 2033	99.000%
March 25, 2034	99.000%
September 25, 2034	99.000%
March 25, 2035	99.000%
September 25, 2035	99.000%
March 25, 2036	99.000%
September 25, 2036	99.000%
March 25, 2037	99.000%
September 25, 2037	100.000%

and on September 25 of every second year thereafter, through and including September 25, 2073, at 100.000% of the principal amount, in each case, together with any accrued and unpaid interest thereon to but excluding the repayment date.

In order for a Security of this series to be repaid at the option of a Holder, the Trustee must receive, at least 30 but not more than 60 days before the optional repayment date,

- (1) the Security of this series with the form entitled "Option to Elect Repayment" on the reverse of the Security of this series duly completed; or
- (2) a facsimile transmission or a letter from a member of a national securities exchange or a member of the Financial Industry Regulatory Authority, Inc. or a commercial bank or trust company in the United States which must set forth:
 - a) the name of the Holder of the Security of this series;
 - b) the principal amount of the Security of this series;
 - c) the principal amount of the Security of this series to be repaid;

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- d) the certificate number, CUSIP number or a description of the tenor and terms of the Security of this series; and
 - e) a statement that the option to elect repayment is being exercised and a guarantee that the Security of this series to be repaid, together with the duly completed form entitled "Option to Elect Repayment" included herein, shall be received by the Trustee not later than the fifth business day after the date of that facsimile transmission or letter.

The repayment option may be exercised by the Holder of a Security of this series for less than the entire principal amount of the Security of this series but, in that event, the principal amount of the Security of this series remaining outstanding after repayment must be in an authorized denomination.

If a tax event (as defined herein) occurs, the Issuer shall have the right to shorten the maturity of the Securities of this series, without the consent of the Holders of the Securities of this series,

- a) to the minimum extent required, in the opinion of nationally recognized independent tax counsel, so that, after shortening the maturity, interest paid on the Securities of this series will be deductible for U.S. federal income tax purposes; or
- b) if that counsel cannot opine definitively as to such a minimum period, the minimum extent so required to maintain our interest deduction,

in each case, to the extent deductible under current law, as determined in good faith by the Issuer's Board of Directors, after receipt of an opinion of that counsel regarding the applicable legal standards. In that case, the amount payable on the Securities of this series on that new maturity date shall be equal to 100.000% of the principal amount of the Securities of this series, together with any accrued and unpaid interest thereon to but excluding that new maturity date.

If the Issuer elects to exercise its right to shorten the maturity of the Securities of this series when a tax event occurs, the Issuer shall give notice to each Holder of the Securities of this series not more than 60 days after the occurrence of the tax event, stating the new maturity date of the Securities of this series. If the Securities of this series are solely registered in the name of Cede & Co. and traded through DTC, then such notice shall be delivered to DTC, and transmitted by DTC in accordance with its practices.

"Tax event" means that the Issuer shall have received an opinion of nationally recognized independent tax counsel to the effect that, as a result of:

- a) any amendment to, clarification of, or change (including any announced prospective amendment, clarification or change) in any law, or any regulation thereunder, of the United States;

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- b) any judicial decision, official administrative pronouncement, ruling, regulatory procedure, regulation, notice or announcement, including any notice or announcement of intent to adopt or promulgate any ruling, regulatory procedure or regulation (any of the foregoing, an “administrative or judicial action”); or
 - c) any amendment to, clarification of, or change in any official position with respect to, or any interpretation of, an administrative or judicial action or a law or regulation of the United States that differs from the previously generally accepted position or interpretation,

in each case, occurring on or after September 23, 2026, there is more than an insubstantial increase in the risk that interest the Issuer pays on the Securities of this series is not, or will not be, deductible, in whole or in part, by the Issuer for U.S. federal income tax purposes.

For the avoidance of doubt, following the exercise by the Issuer of its right to shorten the maturity of the Securities of this series when a tax event occurs, any references to “maturity date” herein shall refer to the new maturity date of the Securities of this series.

The Securities will be fully and unconditionally guaranteed by the Parent Guarantor pursuant to the Indenture.

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

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

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

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

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

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

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

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

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

The Trustee, Paying Agent and Security Registrar and the Calculation Agent for the Securities of this series shall initially be Deutsche Bank Trust Company Americas.

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

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

[Remainder of This Page Intentionally Left Blank]

EXXON MOBIL CORPORATION
(herein referred to as the “Issuer”)

FLOATING RATE NOTES DUE 2076

OPTION TO ELECT REPAYMENT

If you elect to have this Security purchased by the Issuer pursuant to the terms thereof,

- check this box: ☐; and
- state the principal amount of this Security: \$_____.

If you want to elect to have only part of this Security purchased by the Issuer pursuant to the terms thereof,

- check this box: ☐;
- state the principal amount (must be in denominations of \$1,000 or an integral multiple of \$1,000 in excess thereof): \$_____; and
- state the principal amount (must be in denominations of \$1,000 or an integral multiple of \$1,000 in excess thereof) remaining after such repurchase: \$_____.

Date: _____
By: _____
Name: _____
Title: _____
Signature Guarantee: _____

Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Agents Medallion Program (“**STAMP**”) or such other “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Please print name and address of registered Holder:

Name

Social Security or other Taxpayer Identification Number, if any

Address



Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
davispolk.com

September 25, 2026

Exxon Mobil Corporation
22777 Springwoods Village Parkway
Spring, Texas 77389-1425

Ladies and Gentlemen:

Exxon Mobil Corporation, a New Jersey corporation (the "Company"), has filed with the Securities and Exchange Commission (the "Commission") a Registration Statement on Form S-3 (File No. 333-293558) and Amendment No. 1 thereto (together, the "Registration Statement"), for the purpose of registering under the Securities Act of 1933, as amended (the "Securities Act"), certain debt securities, including \$185,883,000 aggregate principal amount of the Company's Floating Rate Notes due 2076 (the "Securities"), which are to be fully and unconditionally guaranteed by ExxonMobil Holdings Corporation, a Texas corporation (the "Parent Guarantor"). The Securities are to be issued pursuant to the provisions of an indenture dated as of March 20, 2014 between the Company and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), as amended and supplemented by a first supplemental indenture dated as of June 26, 2020 between the Company and the Trustee, as further amended and supplemented by a second supplemental indenture dated as of July 1, 2026 among the Company, the Parent Guarantor and the Trustee and as further supplemented by an officer's certificate of the President of the Company and the Vice President, Corporate Finance and Treasurer of the Parent Guarantor dated September 25, 2026 (together, the "Indenture"). The Securities are to be sold pursuant to the Underwriting Agreement dated September 23, 2026 (the "Underwriting Agreement") among the Company, the Parent Guarantor and the several underwriters named therein (the "Underwriters").

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

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

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, we advise you that, in our opinion, assuming the Securities have been duly executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to the Underwriting Agreement, the Securities will constitute valid and binding obligations of the Company and the guarantee thereof will constitute a valid and binding obligation of the Parent Guarantor, in each case, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, provided that we express no opinion as to (x) the enforceability of any waiver of rights under any usury or stay law, (y) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above, or (z) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Securities to the extent determined to constitute unearned interest.

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

We are members of the Bar of the State of New York and the foregoing opinion is limited to the laws of the State of New York, except that we express no opinion as to (i) any law, rule or regulation that is applicable to the Company and the Parent Guarantor, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate or (ii) any law, rule or regulation relating to national security. Insofar as the foregoing opinion involves matters governed by the laws of the State of New Jersey or the laws of the State of Texas, we have relied, without independent inquiry or investigation, on the opinion of Timothy Kim, Counsel—Corporate of the Company and the Parent Guarantor, to be filed as an exhibit to a current report on Form 8-K to be filed by the Parent Guarantor on the date hereof.

Davis Polk

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

Very truly yours,
/s/ Davis Polk & Wardwell LLP

September 25, 2026

OPINION OF TIMOTHY KIM, ESQ.

September 25, 2026

Exxon Mobil Corporation
22777 Springwoods Village Parkway
Spring, Texas 77389-1425

ExxonMobil Holdings Corporation
22777 Springwoods Village Parkway
Spring, Texas 77389-1425

Ladies and Gentlemen:

I am Counsel—Corporate of each of Exxon Mobil Corporation, a New Jersey corporation (the “Company”) and ExxonMobil Holdings Corporation, a Texas corporation (the “Parent Guarantor”). The Company has filed with the Securities and Exchange Commission (the “Commission”) a Registration Statement on Form S-3 (File No. 333-293558) and Amendment No. 1 thereto (the “Registration Statement”), for the purpose of registering under the Securities Act of 1933, as amended (the “Securities Act”), certain debt securities, including \$185,883,000 aggregate principal amount of its Floating Rate Notes due 2076 (the “Securities”), which are to be fully and unconditionally guaranteed by the Parent Guarantor. The Securities are to be issued pursuant to the provisions of an indenture dated as of March 20, 2014 (the “Base Indenture”) between the Company and Deutsche Bank Trust Company Americas, as trustee (the “Trustee”), as amended and supplemented by a first supplemental indenture dated as of June 26, 2020 (the “First Supplemental Indenture”) between the Company and the Trustee, as further supplemented by a second supplemental indenture dated as of July 1, 2026 (the “Second Supplemental Indenture”) among the Company, the Parent Guarantor and the Trustee and as further supplemented by an officer’s certificate of the President of the Company and the Vice President, Corporate Finance and Treasurer of the Parent Guarantor dated September 25, 2026 (the “Officer’s Certificate” and, together with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the “Indenture”). The Securities are to be sold pursuant to the Underwriting Agreement dated September 23, 2026 among the Company, the Parent Guarantor and the several underwriters named therein. The Indenture and the Securities are herein referred to as the “Documents.”

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

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

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, I am of the opinion that:

1. The Company is validly existing as a corporation in good standing under the laws of the State of New Jersey, and the Company has corporate power and authority to issue the Securities and to perform its obligations thereunder.
2. The Parent Guarantor is validly existing as a corporation in good standing under the laws of the State of Texas, and the Parent Guarantor has corporate power and authority to guarantee the Securities and to perform its obligations thereunder.
3. Each of the Base Indenture and the First Supplemental Indenture has been duly authorized, executed and delivered by the Company. Each of the Second Supplemental Indenture and the Officer's Certificate has been duly authorized, executed and delivered by the Company and the Parent Guarantor.
4. The Securities have been duly authorized by the Company.

I am a member of the Bar of the State of Texas, and the foregoing opinion is limited to the New Jersey Business Corporation Act, the laws of the State of Texas and the federal laws of the United States of America, except that I express no opinion as to any law, rule or regulation that is applicable to the Company, the Parent Guarantor, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

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

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

Very truly yours,
/s/ Timothy Kim, Esq.