

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM 10-Q/A
AMENDMENT NO. 1

(X) QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2001

OR

() TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 1-2256

EXXON MOBIL CORPORATION

(Exact name of registrant as specified in its charter)

NEW JERSEY

13-5409005

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer
Identification Number)

5959 Las Colinas Boulevard, Irving, Texas

75039-2298

(Address of principal executive offices)

(Zip Code)

(972) 444-1000

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes X No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding as of March 31, 2001
Common stock, without par value	3,449,876,474

EXXON MOBIL CORPORATION

FORM 10-Q/A
AMENDMENT NO. 1

FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2001

This Amendment No. 1 on Form 10-Q/A amends Item 6 of the original Quarterly Report for the period ended March 31, 2001, filed May 14, 2001 (the "Original 10-Q"), to include an exhibit inadvertently excluded from the Original 10-Q.

Item 6 of the Original 10-Q is amended in its entirety to read as follows:

Item 6. Exhibits and Reports on Form 8-K

- a) Exhibits
10(iii)(j). Noncompete Agreement and Release

- b) Reports on Form 8-K

The registrant has not filed any reports on Form 8-K during the quarter.

EXXON MOBIL CORPORATION

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Amendment No. 1 to the Original 10-Q to be signed on its behalf by the undersigned, thereunto duly authorized.

EXXON MOBIL CORPORATION

Date: May 22, 2001

/s/ DONALD D. HUMPHREYS

Donald D. Humphreys, Vice President, Controller
and Principal Accounting Officer

EXXON MOBIL CORPORATION

FORM 10-Q

AMENDMENT NO. 1

FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2001

INDEX TO EXHIBITS

10(iii)(j). Noncompete Agreement and Release

NONCOMPETE AGREEMENT AND RELEASE

ExxonMobil will pay Lucio A. Noto a Noncompete Payment of \$8 Million. Payments will be made in monthly installments, over a period equal to one-half of your life expectancy, beginning the month following your retirement. The payment will include interest based on the six-month average of 10-Year Treasury Notes plus one percentage point (1%) for the six-month period preceding the month prior to retirement. In consideration of this compensation, Mr. Noto will not:

- (i) willfully engage in any conduct that is contrary to the interests of the company
- (ii) disclose any ExxonMobil proprietary information acquired during his employment with ExxonMobil or its affiliates unless required by law and in that case Mr. Noto will provide the Company with prompt notice of the request for proprietary information to enable the Company to seek an appropriate protective order or waive Mr. Noto's compliance with this provision.

And, for a period of two years following Mr. Noto's retirement, Mr. Noto will not:

- (iii) become employed or otherwise associated with any major international energy company headquartered either in the U.S.A. or abroad, such as Chevron, Texaco, British Petroleum, Royal Dutch Shell and Total-Elf-Fina
- (iv) become involved directly or indirectly as an investor, consultant or associate competing with the Company for any specific oil, gas, chemical or power project
- (v) knowingly solicit, directly or indirectly, any present or soon to become employee of the Company to leave the employ of the Company for the purpose of being hired by Mr. Noto or an entity with which Mr. Noto is associated
- (vi) knowingly solicit, directly or indirectly, any present or soon to be customer of the Company to terminate, cancel, or reduce such customer's business with the Company

If Mr. Noto becomes subject to excise tax on "excess parachute payments," as defined in Section 280G of the Internal Revenue Code, the Company will promptly pay to the IRS on Mr. Noto's behalf the amounts that are necessary to place him in the same after-tax financial position that he would have been in if he had not incurred any excise tax.

If Mr. Noto dies during the term of this Agreement, the Company will immediately pay to his estate or to his designated beneficiary all amounts set forth above that have not previously been paid.

In consideration of all of the above, Mr. Noto waives any and all claims under Mobil's Employee Severance Plans.

Signed this 30th day of January, 2001

/s/ L. A. NOTO

L. A. Noto

Exxon Mobil Corporation

/s/ T. P. TOWNSEND

T. P. Townsend, Vice President