

EXXON MOBIL CORP
Form 424B2
March 17, 2014
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Registration No. 333-194609

The information in this preliminary prospectus is not complete and may be changed. This preliminary prospectus supplement and the accompanying prospectus are not an offer to sell these securities and we are not soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to completion, dated March 17, 2014

Prospectus supplement

(To prospectus dated March 17, 2014)

Exxon Mobil Corporation

\$ Floating Rate Notes due

\$ Floating Rate Notes due

\$ % Notes due

\$ % Notes due

\$ % Notes due

Each of the Floating Rate Notes due (the Floating Rate Notes), the Floating Rate Notes due (the Floating Rate Notes and, together with the Floating Rate Notes, the Floating Rate Notes), the Notes due (the Fixed Rate Notes), % Notes due (the Fixed Rate Notes) and the % Notes due (the Fixed Rate Notes and, together with the Fixed Rate Notes and the Fixed Rate Notes, the Fixed Rate Notes) are an issue of the debt securities described in the accompanying prospectus. We herein refer to the Floating Rate Notes and the Fixed Rate Notes collectively as the Notes.

The Floating Rate Notes will bear interest at a floating rate equal to three-month LIBOR plus % per annum and the Floating Rate Notes will bear interest at a floating rate equal to three-month LIBOR plus % per annum. Interest on the Floating Rate Notes of each series is payable quarterly in arrears on , and of each year commencing on , 2014. Interest on the Fixed Rate Notes of each series is payable semi-annually in arrears on and of each year commencing on , 2014.

The Floating Rate Notes mature on _____, and the Floating Rate Notes mature on _____, . The Fixed Rate Notes mature on _____, the Fixed Rate Notes mature on _____, and the Fixed Rate Notes mature on _____, .

We may redeem any or all of the Fixed Rate Notes of each series at any time and from time to time at the redemption prices described under the headings Description of Notes Optional redemption of the Fixed Rate Notes, Description of Notes Optional redemption of the Fixed Rate Notes and Description of Notes Optional redemption of the Fixed Rate Notes. Neither series of the Floating Rate Notes may be redeemed before maturity.

Investing in the Notes involves certain risks. See Risk Factors on page S-7.

The Notes will be our general unsecured obligations and will rank equally in right of payment with all of our other existing and future unsecured and unsubordinated debt from time to time outstanding.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities, or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

		Price to Public(1)	Underwriting Discounts and Commissions	Proceeds, Before Expenses, to Us
Per Note	Floating Rate	%	%	%
Total		\$	\$	\$
Per Note	Floating Rate	%	%	%
Total		\$	\$	\$
Per Note	Fixed Rate Note	%	%	%
Total		\$	\$	\$
Per Note	Fixed Rate Note	%	%	%
Total		\$	\$	\$
Per Note	Fixed Rate Note	%	%	%
Total		\$	\$	\$

(1) Plus accrued interest, if any, from _____, 2014.

The Notes will not be listed on any securities exchange. Currently, there is no public market for the Notes.

We expect that delivery of the Notes will be made to investors in book-entry form through the facilities of The Depository Trust Company and its participants, including Clearstream Banking, *société anonyme* and Euroclear Bank SA/NV, on or about _____, 2014.

HSBC
Barclays

J.P. Morgan
BofA Merrill Lynch

Morgan Stanley
Citigroup

, 2014

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We have not, and the underwriters have not, authorized anyone to provide any information other than that contained in this prospectus supplement or the accompanying prospectus or incorporated by reference in this prospectus supplement and the accompanying prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. You should not assume that the information contained or incorporated by reference in this prospectus supplement is accurate as of any date other than the date on the front cover of this prospectus supplement or that the information contained or incorporated by reference in the accompanying prospectus is accurate as of any date other than the date on the front cover of such document. We and the underwriters are offering to sell the Notes only in places where offers and sales are permitted.

The terms ExxonMobil, the Company, we, us and our refer to Exxon Mobil Corporation and its subsidiaries, unless otherwise stated or the context otherwise requires. However, in the Description of Notes section of this prospectus supplement and the Description of Debt Securities section of the accompanying prospectus, references to the Company, we, us and our are to Exxon Mobil Corporation only and not to any of its subsidiaries.

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document has two parts. The first part consists of this prospectus supplement, which describes the specific terms of this offering and the Notes offered. The second part, the accompanying prospectus, provides more general information, some of which may not apply to this offering. The accompanying prospectus also incorporates by reference documents that are described under **Where You Can Find More Information** in that prospectus. If the description of the offering varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement.

Before purchasing any Notes, you should carefully read both this prospectus supplement and the accompanying prospectus, together with the additional information described under the heading **Where You Can Find More Information** in the accompanying prospectus.

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PROSPECTUS SUPPLEMENT SUMMARY

This summary highlights information contained or incorporated by reference in this prospectus supplement or the accompanying prospectus. This summary does not contain all of the information that you should consider before deciding to invest in the Notes. You should carefully read this entire prospectus supplement and the accompanying prospectus, including the information incorporated by reference. See Risk Factors.

The Company

ExxonMobil was incorporated in the State of New Jersey in 1882. Our divisions and affiliated companies operate or market products in the United States and most other countries of the world. Our principal business is energy, involving exploration for, and production of, crude oil and natural gas, manufacture of petroleum products and transportation and sale of crude oil, natural gas and petroleum products. We are a major manufacturer and marketer of commodity petrochemicals, including olefins, aromatics, polyethylene and polypropylene plastics and a wide variety of specialty products. We also have interests in electric power generation facilities. Our affiliates conduct extensive research programs in support of these businesses.

Our principal offices are located at 5959 Las Colinas Boulevard, Irving, Texas, 75039-2298, and our telephone number is (972) 444-1000. We maintain a website at www.exxonmobil.com where general information about us is available. We are not incorporating the contents of the website into this prospectus supplement or the accompanying prospectus.

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THE OFFERING

Issuer	Exxon Mobil Corporation
Securities	<p>\$ aggregate principal amount of Floating Rate Notes due</p> <p>\$ aggregate principal amount of Floating Rate Notes due</p> <p>\$ aggregate principal amount of % Notes due</p> <p>\$ aggregate principal amount of % Notes due</p> <p>\$ aggregate principal amount of % Notes due</p>
Maturity	<p>, , in the case of the Floating Rate Notes</p> <p>, , in the case of the Floating Rate Notes</p> <p>, , in the case of the Fixed Rate Notes</p> <p>, , in the case of the Fixed Rate Notes</p> <p>, , in the case of the Fixed Rate Notes</p>
Interest rate	<p>Three-month LIBOR plus % per annum, in the case of the Floating Rate Notes</p> <p>Three-month LIBOR plus % per annum, in the case of the Floating Rate Notes</p> <p>% per annum, in the case of the Fixed Rate Notes</p> <p>% per annum, in the case of the Fixed Rate Notes</p> <p>% per annum, in the case of the Fixed Rate Notes</p>
Interest payment dates	<p>Interest on the Floating Rate Notes of each series will accrue from , 2014 and will be payable quarterly in arrears on , , and of each year, beginning on , 2014.</p> <p>Interest on the Fixed Rate Notes of each series will accrue from , 2014 and will be payable semi-annually in arrears on and of each year, beginning on , 2014.</p>
Record dates	<p>Interest on the Floating Rate Notes of each series will be paid to holders of record at the close of business on each , , and immediately preceding each interest payment date.</p> <p>Interest on the Fixed Rate Notes of each series will be paid to holders of record at the close of business on each and immediately preceding each interest payment date.</p>

Ranking

The Notes of each series will be our general unsecured and unsubordinated obligations and will rank equally in right of payment with all of our other existing and future unsecured and unsubordinated debt from time to time outstanding.

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No prior market

The Notes of each series are new securities and there is currently no established trading market for the Notes. We do not intend to apply for listing of the Notes on any securities exchange. Although the underwriters have informed us that they intend to make a market in the Notes, they are not obligated to do so and they may discontinue market making activities at any time without notice. Accordingly, we cannot assure you that a liquid market for the Notes will develop or be maintained. See Underwriting.

No optional redemption of the Floating Rate Notes

We do not have the right to redeem the Floating Rate Notes prior to maturity.

Optional redemption of the Fixed Rate Notes

We may redeem any or all of the Fixed Rate Notes at our option at any time prior to maturity, at a redemption price equal to the greater of:

100% of the principal amount of the Fixed Rate Notes being redeemed; or

the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption), discounted to their present value as of such date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined herein), plus basis points.

We will also pay the accrued and unpaid interest on the Fixed Rate Notes to the redemption date. See Description of Notes Optional redemption of the Fixed Rate Notes.

Optional redemption of the Fixed Rate Notes

We may redeem any or all of the Fixed Rate Notes at our option at any time prior to (months before maturity), at a redemption price equal to the greater of:

100% of the principal amount of the Fixed Rate Notes being redeemed; or

the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption), discounted to their present value as of such date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus basis points.

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We may redeem any or all of the Fixed Rate Notes on or after , (months before maturity), at a redemption price equal to 100% of the principal amount of the Fixed Rate Notes being redeemed on the redemption date. We will also pay the accrued and unpaid interest on the Fixed Rate Notes to the redemption date. See Description of Notes Optional redemption of the Fixed Rate Notes.

Optional redemption of the Fixed Rate Notes

We may redeem any or all of the Fixed Rate Notes at our option at any time prior to , (months before maturity), at a redemption price equal to the greater of:

100% of the principal amount of the Fixed Rate Notes being redeemed; or

the sum of the present values of the remaining scheduled payments of principal and interest thereon (not including any portion of such payments of interest accrued as of the date of redemption), discounted to their present value as of such date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate, plus basis points.

We may redeem any or all of the Fixed Rate Notes on or after , (months before maturity), at a redemption price equal to 100% of the principal amount of the Fixed Rate Notes being redeemed on the redemption date. We will also pay the accrued and unpaid interest on the Fixed Rate Notes to the redemption date. See Description of Notes Optional redemption of the Fixed Rate Notes.

Further issuances

We may from time to time, without notice to or the consent of the holders of a series of the Notes, create and issue additional debt securities having the same terms (except for the issue date, the public offering price and the first interest payment date) and ranking equally and ratably with such series of the Notes, in all respects, as described under Description of Notes General terms of the Notes.

Denomination and form

We will issue the Notes of each series in the form of one or more fully registered global notes registered in the name of the nominee of The Depository Trust Company (DTC). Beneficial interests in the Notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC. Except in the limited circumstances described in the accompanying prospectus, owners

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of beneficial interests in the Notes will not be entitled to have

Notes registered in their names, will not receive or be entitled to receive Notes in definitive form and will not be considered holders of Notes under the indenture. The Notes will be issued only in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

Trustee

Deutsche Bank Trust Company Americas

Governing law

New York

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RISK FACTORS

Investing in the Notes involves risks. You should carefully consider all the information set forth in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein before deciding to invest in the Notes. In particular, we urge you to consider carefully the risk factors set forth under the heading "Item 1A. Risk Factors" in our annual report on Form 10-K for the fiscal year ended December 31, 2013 incorporated by reference into this prospectus supplement and the accompanying prospectus.

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USE OF PROCEEDS

We estimate that the net proceeds to us from the sale of the Notes will be approximately \$ _____, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We intend to use the net proceeds from the sale of the Notes for general corporate purposes, including, but not limited to, funding for working capital, acquisitions, capital expenditures, refinancing a portion of our existing commercial paper borrowings and other business opportunities. As of February 28, 2014 our commercial paper bore interest at an average rate of 0.07% and was incurred to finance working capital needs. We may temporarily invest funds that are not immediately needed for these purposes in short-term investments, including, but not limited to, marketable securities.

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Table of Contents**CAPITALIZATION**

The following table sets forth a summary of our consolidated cash and cash equivalents and capitalization on an actual and as adjusted basis as of December 31, 2013. Our consolidated cash and cash equivalents and capitalization, as adjusted, gives effect to the issuance of the Notes offered by this prospectus supplement, but not the application of the net proceeds thereof. See Use of Proceeds. This table should be read in conjunction with Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations and the consolidated financial statements and notes in our annual report on Form 10-K for the fiscal year ended December 31, 2013 incorporated by reference into this prospectus supplement and the accompanying prospectus.

	As of December 31, 2013	
	(Dollars in millions)	
	Actual	As Adjusted
Cash and cash equivalents(1)	\$ 4,913	\$
Portion of long-term debt due within one year	1,034	
Long-term debt (excluding the Notes offered hereby)	6,891	
Notes offered hereby		
Total long-term debt	6,891	
Total Exxon Mobil Corporation shareholders' equity	180,495	
Total capitalization	\$ 187,386	

(1) Includes restricted cash and cash equivalents of \$269 million. This amount is included in cash and cash equivalents - restricted in the consolidated financial statements and notes in our annual report on Form 10-K for the fiscal year ended December 31, 2013 incorporated by reference into this prospectus supplement and the accompanying prospectus.

Table of Contents**DESCRIPTION OF NOTES**

The Notes will be issued under an indenture to be entered between ExxonMobil and Deutsche Bank Trust Company Americas, as trustee (the Trustee), as supplemented by an officer's certificate of certain authorized officers of ExxonMobil setting forth the final terms of the Notes (together, the Indenture).

The following description of the particular terms of the Notes of each series offered by this prospectus supplement augments, and to the extent inconsistent replaces, the description of the general terms and provisions of the debt securities under Description of Debt Securities in the accompanying prospectus. The following discussion summarizes selected provisions of the Indenture. Because this is only a summary, it is not complete and does not describe every aspect of the Notes and the Indenture. Whenever there is a reference to defined terms of the Indenture, the statement is qualified in its entirety to such ascribed definition.

A copy of the Indenture can be obtained by following the instructions under the heading Where You Can Find More Information in the accompanying prospectus. You should read the Indenture for provisions that may be important to you but which are not included in this summary.

General terms of the Notes

The Floating Rate Notes will mature on , at 100% of their principal amount, the Floating Rate Notes will mature on , at 100% of their principal amount, the Fixed Rate Notes will mature on , at 100% of their principal amount, the Fixed Rate Notes will mature on , at 100% of their principal amount and the Fixed Rate Notes will mature on , at 100% of their principal amount. The Notes will be our general unsecured and unsubordinated obligations and will rank on parity with all of our other unsecured and unsubordinated indebtedness from time to time outstanding. The Notes will be effectively subordinated to all liabilities of our subsidiaries, including trade payables. See Note 6, Additional Working Capital Information and Note 14, Long-Term Debt to our audited consolidated financial statements in our annual report on Form 10-K for the fiscal year ended December 31, 2013 incorporated by reference herein for additional detail about our debt and financing arrangements.

The Indenture does not limit the amount of notes, debentures or other evidences of indebtedness that we may issue under the Indenture and provides that notes, debentures or other evidences of indebtedness may be issued from time to time in one or more series. The Floating Rate Notes, the Floating Rate Notes, the Fixed Rate Notes, the Fixed Rate Notes and the Fixed Rate Notes will each constitute a separate series of securities under the Indenture.

We may from time to time, without giving notice to or seeking the consent of the holders of a series of the Notes, issue securities having the same ranking and the same interest rate, maturity and other terms as such series of the Notes other than issue date, issue price and the payment of interest accruing prior to the issue date of the additional securities, *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 number. Any additional securities having such similar terms, together with the relevant series of the Notes, will constitute a single series of securities under the Indenture. The provisions of the Indenture relating to defeasance and discharge will apply to the Notes.

Any payment otherwise required to be made in respect of the Notes on a date that is not a business day for the Notes may be made on the next succeeding business day with the same force and effect as if made on that date. No additional interest shall accrue as a result of a delayed payment. 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 of the principal of and interest on the Notes as specified pursuant to the Indenture) are authorized or obligated by law or executive order to close, *provided*, that as such term applies to the Floating Rate Notes, such day is also a London business day. A London business day is a day on which dealings in deposits in U.S. dollars are transacted in the London interbank market. Principal and interest will be payable, and

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the Notes will be transferable or exchangeable, at the office or offices or agency maintained by us for this purpose, which will initially be the corporate trust office of the Trustee in New York City.

The Notes will be issued only in fully registered form without coupons in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof. No service charge will be made for any transfer or exchange of the Notes, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with a transfer or exchange. The Notes of each series will be represented by one or more global securities registered in the name of a nominee of DTC. The Notes will be available only in book entry form. See Forms of Debt Securities Registered global securities in the accompanying prospectus.

We will initially appoint the Trustee at its corporate trust office as a paying agent, transfer agent and registrar for the Notes, and as calculation agent for the Floating Rate Notes. We will cause each transfer agent to act as a co-registrar and will cause to be kept at the office of the registrar a register in which, subject to such reasonable regulations as we may prescribe, we will provide for the registration of the Notes and registration of transfers of the Notes. We may vary or terminate the appointment of any paying agent, transfer agent or calculation agent, or appoint additional or other such agents or approve any change in the office through which any such agent acts. We will provide you with notice of any resignation, termination or appointment of the Trustee or any paying agent, transfer agent or calculation agent, and of any change in the office through which any such agent will act.

Interest on the Floating Rate Notes

The Floating Rate Notes of each series will bear interest for each interest period at a rate determined by the calculation agent. The calculation agent will set the initial interest rate on the Floating Rate Notes and reset such interest rate for each interest period on the date of payment of interest on the Floating Rate Notes for the preceding interest period. The Floating Rate Notes will bear interest for a particular interest period at a rate per annum equal to three-month LIBOR as determined on the interest determination date plus % and the Floating Rate Notes will bear interest for a particular interest period at a rate per annum equal to three-month LIBOR as determined on the interest determination date plus %, in each case payable quarterly in arrears on , and of each year, commencing , 2014, to the persons in whose names such Floating Rate Notes were registered at the close of business on the immediately preceding , and , respectively (whether or not a business day). Interest on the Floating Rate Notes will be computed on the basis of a 360-day year and the actual number of days that have elapsed in the applicable interest period. The interest determination date for an interest period will be the second London business day preceding the first day of such interest period. Promptly upon determination, the calculation agent will inform us of the interest rate for the next interest period.

If any date of payment of interest on the Floating Rate Notes, other than the date of maturity, falls on a day that is not a business day, then such date of payment will be postponed to the next day that is a business day, except that, if that business day falls in the next succeeding calendar month, then, unless it relates to interest payable at maturity, the date of payment will be the immediately preceding business day. If the date of maturity of the Floating Rate Notes falls on a day that is not a business day, then the related payment of principal and interest will be made on the next day that is a business day with the same effect as if made on the date that the payment was first due, and no interest will accrue on the amount so payable for the period from the date of maturity.

On any interest determination date, LIBOR will be equal to the offered rate to leading banks in the London interbank market for deposits in U.S. dollars having an index maturity of three months, as such rate appears on the Reuters Monitor Money Rates Service (Reuters) page LIBOR 01 (or on such other page as may replace Reuters page LIBOR 01 on that service), or, if on such interest determination date, the three-month LIBOR does not appear or is not

available on the designated Reuters page, on such other comparable publicly available

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service for displaying offered rates for deposits in U.S. dollars in the London interbank market as may be selected by the Company with the consent of the calculation agent, in each case as of approximately 11:00 a.m., London time, on such interest determination date.

If three-month LIBOR does not appear on either of the pages described above, the three-month LIBOR, in respect of such interest determination date, will be determined as follows: the calculation agent will request the principal London offices of each of four major reference banks in the London interbank market, as selected by the calculation agent (after consultation with us), to provide the calculation agent with its offered quotation for deposits in U.S. dollars for the period of three months commencing on the applicable interest reset date, to prime banks in the London interbank market at approximately 11:00 a.m., London time, on that interest determination date and in a principal amount of not less than \$1,000,000 for a single transaction in U.S. dollars in such market at such time. If at least two quotations are provided, then the three-month LIBOR on such interest determination date will be the arithmetic mean of such quotations. If fewer than two such quotations are provided, then the three-month LIBOR on such interest determination date will be the arithmetic mean of the rates quoted at approximately 11:00 a.m., New York City time, on such interest determination date by three major reference banks in New York City selected by the calculation agent (after consultation with us) for loans in U.S. dollars to leading European banks, having an index maturity of three months and in a principal amount of not less than \$1,000,000 for a single transaction in U.S. dollars in such market at such time; *provided*, however, that if the banks selected by the calculation agent are not providing quotations in the manner described by this sentence, the three-month LIBOR determined as of such interest determination date will be the three-month LIBOR in effect for the prior interest period.

All percentages resulting from any calculation of any interest rate for the Floating Rate Notes of each series will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point, with five one-millionths of a percentage point rounded upward (e.g., 3.876545% (or .03876545) would be rounded to 3.87655% (or .0387655)), and all U.S. dollar amounts will be rounded to the nearest cent, with one-half cent being rounded upward. Each calculation of the interest rate on the Floating Rate Notes of each series by the calculation agent will (in the absence of manifest error) be final and binding on the holders of the Floating Rate Notes of each series, the Trustee and us.

The interest rate on the Floating Rate Notes will in no event be higher than the maximum rate permitted by New York law or other applicable state law as such law may be modified by United States law of general application.

Upon written request from any holder of Floating Rate Notes, the calculation agent will provide the interest rate in effect on such Floating Rate Notes for the current interest period and, if it has been determined, the interest rate to be in effect for the next interest period.

Regulators and law enforcement agencies in the United Kingdom and elsewhere are conducting civil and criminal investigations into whether the banks that provide rates in connection with the calculation of LIBOR may have been under-reporting or otherwise manipulating or attempting to manipulate LIBOR. Actions by regulators or law enforcement agencies may result in changes to the manner in which LIBOR is determined. At this time, it is not possible to predict the effect of any such changes and any other reforms to LIBOR that may be enacted in the United Kingdom or elsewhere. Uncertainty as to the nature of such potential changes may adversely affect the trading market for LIBOR-based securities, including the Floating Rate Notes.

Interest on the Fixed Rate Notes

The Fixed Rate Notes will bear interest at the rate per annum of %, the Fixed Rate Notes will bear interest at the rate per annum of % and the Fixed Rate Notes will bear interest

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at the rate per annum of _____ %, each from _____, 2014, payable semiannually in arrears on _____ and _____ of each year, commencing _____, 2014, to the persons in whose names such Fixed Rate Notes were registered at the close of business on the immediately preceding _____ and _____, respectively (whether or not a business day). Interest on the Fixed Rate Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Optional redemption of the Floating Rate Notes

We do not have the right to redeem Floating Rate Notes of either series before maturity.

Optional redemption of the _____ Fixed Rate Notes

Any or all of the _____ Fixed Rate Notes may be redeemed at our option at any time prior to maturity at a redemption price equal to the greater of the following amounts:

100% of the principal amount of the _____ Fixed Rate Notes being redeemed on the redemption date; or

the sum of the present values of the remaining scheduled payments of principal and interest on the Fixed Rate Notes being redeemed on that redemption date (not including any portion of any payments of interest accrued to the redemption date) discounted to their present value as of such redemption date on a semiannual basis at the Treasury Rate (as defined below), as determined by the Reference Treasury Dealer (as defined below), plus _____ basis points;

plus, in each case, accrued and unpaid interest on the _____ Fixed Rate Notes to the redemption date.

Notwithstanding the foregoing, installments of interest on the _____ Fixed Rate Notes that are due and payable on interest payment dates falling on or prior to a redemption date will be payable on the interest payment date to the registered holders as of the close of business on the relevant record date. The redemption price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

We will 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 _____ Fixed Rate Notes to be redeemed. Once notice of redemption is sent, the _____ Fixed Rate Notes called for redemption will become due and payable on the redemption date and at the applicable redemption price, plus accrued and unpaid interest to the redemption date, subject to any conditions precedent specified in such notice.

On and after the redemption date, interest will cease to accrue on the _____ Fixed Rate Notes or any portion of the Fixed Rate Notes called for redemption (unless we default in the payment of the redemption price and accrued interest). On or before the redemption date, we will deposit with a paying agent or the Trustee money sufficient to pay the redemption price of and accrued interest on the _____ Fixed Rate Notes to be redeemed on that date. If less than all of the _____ Fixed Rate Notes are to be redeemed, the _____ Fixed Rate 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. The _____ Fixed Rate Notes will not be entitled to the benefit of any mandatory redemption or sinking fund.

Optional redemption of the _____ Fixed Rate Notes

Any or all of the Fixed Rate Notes may be redeemed at our option at any time prior to ,
(months before maturity) at a redemption price equal to the greater of the following amounts:

100% of the principal amount of the Fixed Rate Notes being redeemed on the redemption date; or

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the sum of the present values of the remaining scheduled payments of principal and interest on the Fixed Rate Notes being redeemed on that redemption date (not including any portion of any payments of interest accrued to the redemption date) discounted to their present value as of such redemption date on a semiannual basis at the Treasury Rate, as determined by the Reference Treasury Dealer, plus basis points; plus, in each case, accrued and unpaid interest on the Fixed Rate Notes to the redemption date.

Any or all of the Fixed Rate Notes may be redeemed on or after , (the date that is months before maturity), at a redemption price equal to 100% of the principal amount of the Fixed Rate Notes being redeemed on the redemption date plus, in each case, accrued and unpaid interest on the Fixed Rate Notes to the redemption date.

Notwithstanding the foregoing, installments of interest on the Fixed Rate Notes that are due and payable on interest payment dates falling on or prior to a redemption date will be payable on the interest payment date to the registered holders as of the close of business on the relevant record date. The redemption price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

We will 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 Fixed Rate Notes to be redeemed. Once notice of redemption is sent, the Fixed Rate Notes called for redemption will become due and payable on the redemption date and at the applicable redemption price, plus accrued and unpaid interest to the redemption date, subject to any conditions precedent specified in such notice.

On and after the redemption date, interest will cease to accrue on the Fixed Rate Notes or any portion of the Fixed Rate Notes called for redemption (unless we default in the payment of the redemption price and accrued interest). On or before the redemption date, we will deposit with a paying agent or the Trustee money sufficient to pay the redemption price of and accrued interest on the Fixed Rate Notes to be redeemed on that date. If less than all of the Fixed Rate Notes are to be redeemed, the Fixed Rate 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. The Fixed Rate Notes will not be entitled to the benefit of any mandatory redemption or sinking fund.

Optional redemption of the Fixed Rate Notes

Any or all of the Fixed Rate Notes may be redeemed at our option at any time prior to , (months before maturity) at a redemption price equal to the greater of the following amounts:

100% of the principal amount of the Fixed Rate Notes being redeemed on the redemption date; or

the sum of the present values of the remaining scheduled payments of principal and interest on the Fixed Rate Notes being redeemed on that redemption date (not including any portion of any payments of interest accrued to the redemption date) discounted to their present value as of such redemption date on a semiannual basis at the Treasury Rate, as determined by the Reference Treasury Dealer, plus basis points; plus, in each case, accrued and unpaid interest on the Fixed Rate Notes to the redemption date.

Any or all of the Fixed Rate Notes may be redeemed on or after _____, (the date that is _____ months before maturity), at a redemption price equal to 100% of the principal amount of the Fixed Rate Notes being redeemed on the redemption date plus, in each case, accrued and unpaid interest on the Fixed Rate Notes to the redemption date.

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Notwithstanding the foregoing, installments of interest on the Fixed Rate Notes that are due and payable on interest payment dates falling on or prior to a redemption date will be payable on the interest payment date to the registered holders as of the close of business on the relevant record date. The redemption price will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

We will 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 Fixed Rate Notes to be redeemed. Once notice of redemption is sent, the Fixed Rate Notes called for redemption will become due and payable on the redemption date and at the applicable redemption price, plus accrued and unpaid interest to the redemption date, subject to any conditions precedent specified in such notice.

On and after the redemption date, interest will cease to accrue on the Fixed Rate Notes or any portion of the Fixed Rate Notes called for redemption (unless we default in the payment of the redemption price and accrued interest). On or before the redemption date, we will deposit with a paying agent or the Trustee money sufficient to pay the redemption price of and accrued interest on the Fixed Rate Notes to be redeemed on that date. If less than all of the Fixed Rate Notes are to be redeemed, the Fixed Rate 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. The Fixed Rate Notes will not be entitled to the benefit of any mandatory redemption or sinking fund.

Definitions related to optional redemptions of the Fixed Rate Notes

Comparable Treasury Issue means the United States Treasury security having a maturity comparable to the remaining term of the Fixed Rate Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Fixed Rate Notes.

Comparable Treasury Price means, with respect to any redemption date, (i) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Company obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations, or (iii) if only one Reference Treasury Dealer Quotation is received, such quotation.

Reference Treasury Dealer means (i) each of HSBC Securities (USA) Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC (or their respective affiliates which are Primary Treasury Dealers (as defined below)), and their respective successors; *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States of America (a Primary Treasury Dealer), we will substitute therefor another Primary Treasury Dealer; and (ii) any other Primary Treasury Dealer(s) selected by us.

Reference Treasury Dealer Quotation means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Company, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third business day preceding such redemption date.

Treasury Rate means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

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Governing law

The Indenture provides that it and the Notes will be governed by, and construed in accordance with, the laws of the State of New York.

Trustee

Deutsche Bank Trust Company Americas is the Trustee under the Indenture, with its corporate trust office at 60 Wall Street, 16th Floor, Trust and Agency Services, New York, New York 10005.

We have customary banking relationships with the Trustee and its affiliates. In addition, the Trustee may serve as trustee for other debt securities issued by ExxonMobil from time to time.

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MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following are the material U.S. federal income tax consequences of owning and disposing of Notes purchased in this offering at the issue price, which we assume, for each series of Notes, will be the applicable issue price indicated on the cover of this prospectus supplement, and held as capital assets for U.S. federal income tax purposes.

This discussion does not describe all of the tax consequences that may be relevant to you in light of your particular circumstances, including alternative minimum tax and Medicare contribution tax consequences, and differing tax consequences that may apply if you are, for instance:

a financial institution;

a dealer or trader in securities;

holding Notes as part of a straddle or integrated transaction;