As filed with the Securities and Exchange Commission on May 1, 2025

Registration No. 333-

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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

National Fuel Gas Company
(Exact name of registrant as specified in its charter)

New Jersey	**13-1086010**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

6363 Main Street
Williamsville, New York 14221
(Address of Principal Executive Offices) (Zip Code)

NATIONAL FUEL GAS COMPANY TAX-DEFERRED SAVINGS PLAN FOR NON-UNION EMPLOYEES
(Full title of the plan)

David P. Bauer
President and Chief Executive Officer
6363 Main Street
Williamsville, New York 14221
(Name and address of agent for service)

(716) 857-7000
(Telephone number, including area code, of agent for service)

It is respectfully requested that the Commission send copies of all orders, notices and communications to:

James P. Baetzhold, Esq.
6363 Main Street
Williamsville, New York 14221
(716) 857-7000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		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 7(a)(2)(B) of the Securities Act. ☐

EXPLANATORY NOTE

National Fuel Gas Company (the "***Registrant***") hereby files this Registration Statement on Form S-8 (the "***Registration Statement***") to register an additional 1,000,000 shares of Common Stock, par value $1.00 per share, under the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "***Plan***") for which previously filed registration statements on Form S-8 relating to the Plan are effective. Pursuant to General Instruction E to Form S-8, this Registration Statement incorporates by reference the contents of the Registration Statement on Form S-8 (Registration No. 333-102211) filed by the Registrant on December 26, 2002, the Registration Statement on Form S-8 (Registration No. 333-206899) filed by the Registrant on September 11, 2015 and the Registration Statement on Form S-8 (Registration No. 333-244403) filed by the Registrant on August 11, 2020, including, in each case, all attachments and exhibits thereto, except to the extent supplemented, amended or superseded by the information set forth herein.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Registrant is subject to the informational and reporting requirements of Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (the "***Exchange Act***"), and, in accordance therewith, files reports, proxy statements and other information with the Securities and Exchange Commission (the "***SEC***") . The following documents filed with the SEC by the Registrant are hereby incorporated by reference into this Registration Statement:

(a) The Registrant's Annual Report on Form 10-K (SEC File No. 001-03880) for the fiscal year ended September 30, 2024, filed with the SEC on November 22, 2024;

(b) The Registrant's Quarterly Reports on Form 10-Q (SEC File No. 001-03880) for the quarterly periods ended December 31, 2024, filed with the SEC on January 30, 2025, and March 31, 2025, filed with the SEC on May 1, 2025;

(c) The Registrant's Current Reports on Form 8-K (SEC File No. 001-03880), filed with the SEC on October 24, 2024 (Item 5.02 only), December 11, 2024, February 4, 2025, February 19, 2025, March 17, 2025 and April 3, 2025 (Item 5.02 only);

(d) The Plan's Annual Report on Form 11-K (SEC File No. 001-03880) for the year ended December 31, 2023, filed with the SEC on June 26, 2024; and

(e) The description of the Registrant's Common Stock contained in the Registration Statements on Form 8-A filed with the SEC under Section 12(b) of the Exchange Act, as updated by the description of the Registrant's Common Stock contained in Exhibit 4.1 to the Registrant's Annual Report on Form 10-K for the year ended September 30, 2019 and any amendments or reports filed for the purpose of updating such description.

All documents filed by the Registrant with the SEC pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, will be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents. The Registrant will not, however, incorporate by reference any documents or portions thereof that are not deemed "filed" with the SEC, including any information furnished pursuant to Item 2.02 or Item 7.01 of the Registrant's Current Reports on Form 8-K unless, and except to the extent, specified in such reports.

Any statement contained in any document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed, except as modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 14A:3-5 of the New Jersey Statutes Annotated provides:

"INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES.

(1) As used in this section,

(a) "Corporate agent" means any person who is or was a director, officer, employee or agent of the indemnifying corporation or of any constituent corporation absorbed by the indemnifying corporation in a consolidation or merger and any person who is or was a director, officer, trustee, employee or agent of any other enterprise, serving as such at the request of the indemnifying corporation, or of any such constituent corporation, or the legal representative of any such director, officer, trustee, employee or agent;

(b) "Other enterprise" means any domestic or foreign corporation, other than the indemnifying corporation, and any partnership, joint venture, sole proprietorship, trust or other enterprise, whether or not for profit, served by a corporate agent;

(c) "Expenses" means reasonable costs, disbursements and counsel fees;

(d) "Liabilities" means amounts paid or incurred in satisfaction of settlements, judgments, fines and penalties;

(e) "Proceeding" means any pending, threatened or completed civil, criminal, administrative or arbitrative action, suit or proceeding, and any appeal therein and any inquiry or investigation which could lead to such action, suit or proceeding; and

(f) References to "other enterprises" include employee benefit plans; references to "fines" include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the indemnifying corporation" include any service as a corporate agent which imposes duties on, or involves services by, the corporate agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

(2) Any corporation organized for any purpose under any general or special law of this State shall have the power to indemnify a corporate agent against his expenses and liabilities in connection with any proceeding involving the corporate agent by reason of his being or having been such a corporate agent, other than a proceeding by or in the right of the corporation, if

(a) such corporate agent acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; and

(b) with respect to any criminal proceeding, such corporate agent had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that such corporate agent did not meet the applicable standards of conduct set forth in paragraphs 14A:3-5(2)(a) and 14A:3-5(2)(b).

(3) Any corporation organized for any purpose under any general or special law of this State shall have the power to indemnify a corporate agent against his expenses in connection with any proceeding by or in the right of the corporation to procure a judgment in its favor which involves the corporate agent by reason of his being or having been such corporate agent, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation. However, in such proceeding no indemnification shall be provided in respect of any claim, issue or matter as to which such corporate agent shall have been adjudged to be liable to the corporation, unless and only to the extent that the Superior Court or the court in which such proceeding was brought shall determine upon application that despite the adjudication of liability, but in view of all circumstances of the case, such corporate agent is fairly and reasonably entitled to indemnity for such expenses as the Superior Court or such other court shall deem proper.

(4) Any corporation organized for any purpose under any general or special law of this State shall indemnify a corporate agent against expenses to the extent that such corporate agent has been successful on the merits or otherwise in any proceeding referred to in subsections 14A:3-5(2) and 14A:3-5(3) or in defense of any claim, issue or matter therein.

(5) Any indemnification under subsection 14A:3-5(2) and, unless ordered by a court, under subsection 14A:3-5(3) may be made by the corporation only as authorized in a specific case upon a determination that indemnification is proper in the circumstances because the corporate agent met the applicable standard of conduct set forth in subsection 14A:3-5(2) or subsection 14A:3-5(3). Unless otherwise provided in the certificate of incorporation or bylaws, such determination shall be made

(a) by the board of directors or a committee thereof, acting by a majority vote of a quorum consisting of directors who were not parties to or otherwise involved in the proceeding; or

(b) if such a quorum is not obtainable, or, even if obtainable and such quorum of the board of directors or committee by a majority vote of the disinterested directors so directs, by independent legal counsel, in a written opinion, such counsel to be designated by the board of directors; or

(c) by the shareholders if the certificate of incorporation or bylaws or a resolution of the board of directors or of the shareholders so directs.

(6) Expenses incurred by a corporate agent in connection with a proceeding may be paid by the corporation in advance of the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the corporate agent to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified as provided in this section.

(7) (a) If a corporation upon application of a corporate agent has failed or refused to provide indemnification as required under subsection 14A:3-5(4) or permitted under subsections 14A:3-5(2), 14A:3-5(3) and 14A:3-5(6), a corporate agent may apply to a court for an award of indemnification by the corporation, and such court

(i) may award indemnification to the extent authorized under subsections 14A:3-5(2) and 14A:3-5(3) and shall award indemnification to the extent required under subsection 14A:3-5(4), notwithstanding any contrary determination which may have been made under subsection 14A:3-5(5); and

(ii) may allow reasonable expenses to the extent authorized by, and subject to the provisions of, subsection 14A:3-5(6), if the court shall find that the corporate agent has by his pleadings or during the course of the proceeding raised genuine issues of fact or law.

(b) Application for such indemnification may be made

(i) in the civil action in which the expenses were or are to be incurred or other amounts were or are to be paid; or

(ii) to the Superior Court in a separate proceeding. If the application is for indemnification arising out of a civil action, it shall set forth reasonable cause for the failure to make application for such relief in the action or proceeding in which the expenses were or are to be incurred or other amounts were or are to be paid.

The application shall set forth the disposition of any previous application for indemnification and shall be made in such manner and form as may be required by the applicable rules of court or, in the absence thereof, by direction of the court to which it is made. Such application shall be upon notice to the corporation. The court may also direct that notice shall be given at the expense of the corporation to the shareholders and such other persons as it may designate in such manner as it may require.

(8) The indemnification and advancement of expenses provided by or granted pursuant to the other subsections of this section shall not exclude any other rights, including the right to be indemnified against liabilities and expenses incurred in proceedings by or in the right of the corporation, to which a corporate agent may be entitled under a certificate of incorporation, bylaw, agreement, vote of shareholders, or otherwise; provided that no indemnification shall be made to or on behalf of a corporate agent if a judgment or other final adjudication adverse to the corporate agent establishes that his acts or omissions (a) were in breach of his duty of loyalty to the corporation or its shareholders, as defined in subsection (3) of N.J.S. 14A:2-7, (b) were not in good faith or involved a knowing violation of law or (c) resulted in receipt by the corporate agent of an improper personal benefit.

(9) Any corporation organized for any purpose under any general or special law of this State shall have the power to purchase and maintain insurance on behalf of any corporate agent against any expenses incurred in any proceeding and any liabilities asserted against him by reason of his being or having been a corporate agent, whether or not the corporation would have the power to indemnify him against such expenses and liabilities under the provisions of this section. The corporation may purchase such insurance from, or such insurance may be reinsured in whole or in part by, an insurer owned by or otherwise affiliated with the corporation, whether or not such insurer does business with other insureds.

(10) The powers granted by this section may be exercised by the corporation, notwithstanding the absence of any provision in its certificate of incorporation or bylaws authorizing the exercise of such powers.

(11) Except as required by subsection 14A:3-5(4), no indemnification shall be made or expenses advanced by a corporation under this section, and none shall be ordered by a court, if such action would be inconsistent with a provision of the certificate of incorporation, a bylaw, a resolution of the board of directors or of the shareholders, an agreement or other proper corporate action, in effect at the time of the accrual of the alleged cause of action asserted in the proceeding, which prohibits, limits or otherwise conditions the exercise of indemnification powers by the corporation or the rights of indemnification to which a corporate agent may be entitled.

(12) This section does not limit a corporation's power to pay or reimburse expenses incurred by a corporate agent in connection with the corporate agent's appearance as a witness in a proceeding at a time when the corporate agent has not been made a party to the proceeding.

(13) A right to indemnification or to advancement of expenses in favor of an officer or director pursuant to a corporation's certificate of incorporation or bylaws shall not be eliminated or impaired by an amendment to the certificate of incorporation or bylaws after the occurrence of an act or omission that is the subject of a civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the certificate of incorporation or bylaws in effect at the time of the act or omission explicitly authorizes that elimination or impairment after the action or omission has occurred."

Restated Certificate of Incorporation

Article Ninth of the Registrant's Restated Certificate of Incorporation, as amended, provides as follows:

"No director or officer of this corporation shall be personally liable to the corporation or any of its shareholders for monetary damages for breach of any duty owed to the corporation or any of its shareholders, except to the extent that such exemption from liability is not permitted under the New Jersey Business Corporation Act, as the same exists or may hereafter be amended, or under any revision thereof or successor statute thereto."

By-Laws

Article II, Section 8 of the By-Laws of the Registrant provides as follows:

"A. The Corporation shall indemnify any person who is or was a director or officer of the Corporation, to the fullest extent permitted and in the manner provided by the laws of the State of New Jersey as now or hereafter in effect, including, without limitation, the indemnification permitted by N.J.S.A. § 14A:3-5(8), against all liabilities (including amounts paid or incurred in satisfaction of settlements, judgments, fines and penalties) and expenses (including, without limitation, attorneys' fees and disbursements) imposed upon or incurred by such person in connection with any pending, threatened or completed civil, criminal, administrative or arbitrative action, suit or proceeding, and any appeal therein and any inquiry or investigation which could lead to such action, suit or proceeding ("Proceeding") in which such person may be made, or threatened to be made, a party, or in which such person may become involved by reason of such person being or having been a director or officer of the Corporation or any subsidiary of the Corporation, or of serving or having served at the request of the Corporation or a subsidiary of the Corporation as a director, officer, trustee, employee or agent of, or in any other capacity with, another foreign or domestic corporation, or any partnership, joint venture, sole proprietorship, employee benefit plan, trust or other enterprise, whether or not for profit.

B. The right to indemnification conferred by this Article II Section 8 shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any Proceeding in advance of its final disposition, and the Corporation shall, to the fullest extent permitted by law, promptly advance expenses (including, without limitation, attorneys' fees and disbursements) that are incurred, from time to time, in connection therewith by any such current or former director or officer of the Corporation, subject to the receipt by the Corporation of an undertaking of such person as required by law.

C. Nothing in this Article II Section 8 shall restrict or limit the power of the Corporation to indemnify its employees, agents and other persons, to advance expenses (including attorneys' fees) on their behalf and to purchase and maintain insurance on behalf of any corporate agent, including any person who is or was a director, officer, employee or agent of the Corporation, in connection with any Proceeding.

D. The indemnification provided by this Article II Section 8 shall not exclude any other rights to which a person seeking indemnification may be entitled under the Certificate of Incorporation, By-Laws, agreement, vote of stockholders or otherwise. The indemnification provided by this Article II Section 8 shall continue as to a person who has ceased to be a director or officer, and shall extend to the estate or personal or legal representative of any deceased director or officer.

E. Any repeal or modification of this Article II Section 8 shall not adversely affect any rights to indemnification and to the advancement of expenses of a director or officer of the Corporation existing prior to such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification."

Indemnification Agreements

The Registrant has entered into an Indemnification Agreement with each of its directors (each, a "Director"). The Indemnification Agreement provides that the Registrant will indemnify the Director against any and all expenses, judgments, costs, fines and amounts paid in settlement (collectively, "Losses"), to the fullest extent permitted by law, in connection with any present or future threatened, pending or completed proceeding based upon, arising from, relating to, or by reason of the Director's status as a director, officer, employee, agent or fiduciary of the Registrant or any other entity the Director serves at the request of the Registrant. In addition, the Registrant will advance, to the extent not prohibited by law, the expenses incurred by the Director in connection with any proceeding.

No indemnification may be made to the Director with respect to any proceeding if a final judgment adverse to the Director establishes that the Director engaged in disqualifying conduct. "Disqualifying conduct" means that the Director's actions or omissions (i) were in breach of the Director's duty of loyalty to the Registrant and its shareholders, (ii) were not in good faith or involved a knowing violation of law, or (iii) resulted in the receipt by the Director of an improper personal benefit.

Notwithstanding any other provision in the Indemnification Agreement, the Registrant will not be obligated to make any indemnity or advance in connection with any claim made against the Director:

(a) for which payment has actually been made to the Director under any insurance policy, other indemnity provision, contract or agreement;

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by the Director of securities of the Registrant that did, in fact, violate Section 16(b) of the Exchange Act or (ii) any reimbursement of the Registrant by the Director of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Director from the sale of securities of the Registrant, as required in each case under the Exchange Act;

(c) except as otherwise provided in the Indemnification Agreement, in connection with any proceeding initiated by the Director alone or in concert with others, including any proceeding initiated by the Director against the Registrant or its directors, officers, employees or other Directors, unless (i) the Board of Directors authorized the proceeding prior to its initiation, or (ii) the Registrant provides the indemnification, in its sole discretion, pursuant to the powers vested in the Registrant under applicable law; or

(d) in the event that the Registrant is advised, in a written opinion of its regular outside legal counsel, that the Registrant's performance of any provision of the Indemnification Agreement would violate Section 13(k) of the Exchange Act.

To the fullest extent permitted by applicable law, if the indemnification provided for in the Indemnification Agreement is unavailable to the Director for any reason, then the Registrant will contribute to Losses incurred by the Director in such proportion as reflects (a) the relative benefits received by the Registrant, on the one hand, and the Director, on the other hand, as a result of the events or transactions giving rise to the proceeding, or (b) if the allocation described in clause (a) above is not permitted by applicable law, the relative fault of the Registrant, on the one hand, and the Director, on the other hand, in connection with such events or transactions.

The Indemnification Agreement provides that, to the extent a change in New Jersey law permits greater indemnification or advancement of expenses than would be afforded under the Registrant's Certificate of Incorporation, By-laws and the Indemnification Agreement, it is the intent of the parties that the Director will enjoy the greater benefits afforded by the change.

The Registrant also maintains directors' and officers' liability insurance coverage with respect to acts or omissions by such directors and officers in their capacity as such.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Description
4.1	Restated Certificate of Incorporation of National Fuel Gas Company dated September 21, 1998; Certificate of Amendment of Restated Certificate of Incorporation dated March 14, 2005 (filed as Exhibit 3.1 to the Registrant's Annual Report on Form 10-K for fiscal year ended September 30, 2012, filed on November 21, 2012 and incorporated herein by reference (SEC File No. 001-03880)).
4.2	Certificate of Amendment of Restated Certificate of Incorporation, as amended, of National Fuel Gas Company (filed as Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on March 16, 2021 and incorporated herein by reference (SEC File No. 001-03880)).
4.3	National Fuel Gas Company By-Laws as amended and restated June 15, 2022 (filed as Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed on June 15, 2022 and incorporated herein by reference (SEC File No. 001-03880)).
4.4	National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees.
5.1	Opinion of Lowenstein Sandler LLP.
5.2*	Internal Revenue Service determination letter dated January 6, 2017 that the Plan is qualified under Section 401 of the Internal Revenue Code (filed as Exhibit 5.2 to the Registrant's Registration Statement on Form S-8, filed on August 11, 2020 and incorporated herein by reference (SEC File No. 333-244403)).
*	The Registrant previously submitted the Plan to the Internal Revenue Service (the "***IRS***") and received a determination letter from the IRS confirming that the Plan was qualified under Section 401 of the Internal Revenue Code of 1986, as amended (the "***Code***"). The Plan's most recent determination letter from the IRS is dated January 6, 2017 and incorporated herein by reference. The Registrant undertakes to make any changes required by the IRS in order to qualify the Plan under Section 401 of the Code.
23.1	Consent of PricewaterhouseCoopers LLP.
23.2	Consent of Lowenstein Sandler LLP (included in Exhibit 5.1).
23.3	Consent of Netherland, Sewell & Associates, Inc. regarding Seneca Resources Company, LLC.
23.4	Consent of Bonadio & Co., LLP.
107	Filing Fee Table.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the "***Securities Act***");

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Tables" or "Calculation of Registration Fee" table, as applicable, in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the Registration Statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Amherst, State of New York, on this May 1, 2025.

NATIONAL FUEL GAS COMPANY

By: /s/ D. P. Bauer
D. P. Bauer
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signatures	Title	Date
/s/ D. F. Smith D. F. Smith	Chairman of the Board and Director	May 1, 2025
/s/ D. P. Bauer D. P. Bauer	President, Chief Executive Officer and Director (Principal Executive Officer)	May 1, 2025
/s/ T. J. Silverstein T. J. Silverstein	Treasurer and Chief Financial Officer (Principal Financial Officer)	May 1, 2025
/s/ E. G. Mendel E. G. Mendel	Controller and Chief Accounting Officer (Principal Accounting Officer)	May 1, 2025
/s/ D. H. Anderson D. H. Anderson	Director	May 1, 2025
/s/ B. M. Baumann B. M. Baumann	Director	May 1, 2025
/s/ D. C. Carroll D. C. Carroll	Director	May 1, 2025
/s/ S. C. Finch S. C. Finch	Director	May 1, 2025
/s/ J. N. Jaggers J. N. Jaggers	Director	May 1, 2025

/s/ R. Ranich R. Ranich	Director	May 1, 2025
/s/ J. W. Shaw J. W. Shaw	Director	May 1, 2025
/s/ T. E. Skains T. E. Skains	Director	May 1, 2025
/s/ R. J. Tanski R. J. Tanski	Director	May 1, 2025

THE PLAN. Pursuant to the requirements of the Securities Act of 1933, the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees Committee has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Amherst, State of New York, on this May 1, 2025.

By: /s/ E. G. Mendel
E. G. Mendel
Chair of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees Committee

Exhibit 4.4

NATIONAL FUEL GAS COMPANY

TAX-DEFERRED SAVINGS PLAN FOR NON-UNION EMPLOYEES

2016 RESTATEMENT

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INTRODUCTION

The Board of Directors of National Fuel Gas Company authorized the adoption of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees having an original effective date of July 1, 1984. The Plan has been amended from time to time thereafter. The Board now wishes to amend and restate the terms of the Plan, continuing the Plan for the benefit of eligible employees of National Fuel Gas Company and its related companies, with such amendment and restatement generally effective as of January 1, 2016, except as otherwise hereinafter provided.

The funds to provide benefits under this Plan have been and will continue to be held, managed, invested and disbursed in accordance with the terms of this Plan and the separate Trust Agreement established as the funding vehicle under the Plan. This Plan document, together with the separate Trust Agreement, are designed to constitute a qualified plan under Section 401 and Section 501 of the Internal Revenue Code of 1986, as amended.

Thus, National Fuel Gas Company hereby amends and restates the Plan as follows:

ARTICLE 1

NAME, EFFECTIVE DATE AND BASIC PLAN DEFINITIONS

Section 1.1 Name of Plan. The name of the Plan is the "National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees."

Section 1.2 Effective Date. The original effective date of the Plan is July 1, 1984. The effective date of this restatement is January 1, 2016, except as otherwise provided in this document.

Section 1.3 Basic Definitions.

(a) Affiliated Corporation means any corporation that is a member of a controlled group of corporations, as defined in Section 414(b) of the Code, that includes the Company.

(b) Affiliated Service Organization means any service organization that is a member of an affiliated service group, as defined in Section 414(m) of the Code, that includes the Company.

(c) Business Day means a day the New York Stock Exchange is open for trading.

(d) Cash-Out Limit means $1,000 for Cash-Outs made after March 27, 2005.

(e) Code means the Internal Revenue Code of 1986, as amended.

(f) Common Stock Fund means any unsegregated fund consisting solely of common stock of National held by the Trustees for the purpose of investing Plan contributions.

(**g) Company** means National and any Organization Under Common Control that adopts the Plan in accordance with Section 13.13 and is listed in Schedule A, as it may hereafter be amended from time to time.

(h) Date of Hire means the date an Employee of the Company first completes an Hour of Service.

(i) Eligible Employee means, except as otherwise provided, any Employee of the Company who is customarily employed in the United States, except:

(1) **Employees Covered by Collective Bargaining Agreement**. Employees included in a unit of Employees covered by an agreement that the Secretary of Labor finds to be a collective bargaining agreement between the Company and Employee representatives (within the meaning of Section 7701(a)(46) of the Code) if there is evidence that retirement benefits were the subject of good faith bargaining and the terms of the collective bargaining agreement do not specifically provide for participation in the Plan.

(2) **Nonresident Aliens**. Employees who are nonresident aliens (within the meaning of Section 7701(b)(1)(B) of the Code) who received no earned income (within the meaning of Section 911(d)(2) of the Code) from the Company that constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code) in the relevant Plan Year.

(3) **Contingent Workers**. Any individual who is a worker:

(i) who has signed an independent contractor agreement or other personal services contract with the Company stating that he or she is not eligible to participate in the Plan;

(ii) that the Company treats as an independent contractor; or

(iii) who the Company does not treat as its Employee and who performs services for the Company pursuant to an agreement between the Company and another person.

The purpose of this provision is to exclude from participation in the Plan all persons who may actually be Employees, but who are not paid as though they are Employees, regardless of the reason they are excluded from the Company's payroll, and regardless of whether that classification is correct.

If the Company reclassifies an individual as an Employee, he or she may be an Eligible Employee prospectively from the effective date of the reclassification only, and then only if he or she otherwise satisfies the requirements of this Plan.

If an individual not classified by the Company as an Employee is retroactively reclassified as an Employee by any governmental or regulatory authority, the individual will nonetheless be deemed to have become an Eligible Employee only prospectively on the event of the reclassification (and not retroactively to the date on which he or she was found to have first become an Employee for any other purpose), and then only if he or she otherwise satisfies the requirements of the Plan.

(4) **Certain Hourly Employees**. Any person employed by Utility Constructors, Inc. whose pay is determined on an hourly basis and, for the period from January 1, 1997 through December 31, 1998, any person employed by Highland Forest Resources, Inc. (formerly, Highland Land and Minerals, Inc.) whose pay is determined on an hourly basis.

(5) **Leased Employees**. Individuals who, under an agreement between the recipient and any other person ("leasing organization"), performed services on a substantially full-time basis for a period of at least one year for, and under the primary direction and control of, the recipient (or the recipient and any related persons as determined under Section 414(n)(6) of the Code).

(6) **Customer Support Representatives**. Each individual who is employed as a "Customer Support Representative I" or "Customer Support Representative II".

(7) **Student Interns**. Individuals employed as student clerks or student interns (including, but not limited to, law clerks), and individuals whose employment is through a cooperative educational program.

(8) **Government Affairs Clerks**. Individuals employed as clerks in the Government Affairs Department.

(j) Employee means any common law employee of the Company.

(k) Entry/Adjustment Date means any date established by the Committee in advance of any Plan Year on which a Participant either may enter the Plan or change his or her contribution percentage. Notwithstanding the preceding sentence and solely for purposes of Section 3.1, in the case of a Participant whose Base Salary is reduced during the course of a Plan Year as a result of the Participant electing unpaid leave under the Family & Medical Leave Act of 1993, as a result of a workers compensation benefit or as a result of the enforcement of the Company's sick pay policy, as it may be in effect from time to time, the Committee may declare that an additional Entry/Adjustment Date will have occurred for such Participant as of the date such Participant's Base Salary is reduced. The intent of this provision is to prevent a violation of Section 415 of the Code due to an unexpected decrease in Base Salary.

(l) ERISA means the Employee Retirement Income Security Act of 1974, as amended.

(m) Group I Employees means Eligible Employees who are (i) Non-Supervisory Employees of National, National Fuel Gas Supply Corporation, National Fuel Gas Distribution Corporation and Leidy-Hub, Inc. (formerly Enerop Corporation); (ii) Non-Supervisory Employees of Seneca Resources Corporation - East whose first Hour of Service with Seneca Resources Corporation was performed before January 1, 1997 and who elected not to be covered by the Seneca Resources Corporation Flexible Benefits Plan; (iii) Non-Supervisory Employees of Seneca Resources Corporation - Northeast whose first Hour of Service was performed before January 1, 1997; (iv) Non-Supervisory Employees of National Fuel Resources, Inc.; and (v) Supervisory Employees of Utility Constructors, Inc. Notwithstanding the preceding sentence, (1) for the period from February 1, 1997 through December 31, 1997, "Group I Employees" included Supervisory Employees of National Fuel Resources, Inc. whose first Hour of Service was performed on or after October 31, 1994, and (2) for the period from February 1, 1997 through December 31, 1998, "Group I Employees" included Supervisory Employees of Highland Forest Resources, Inc. (formerly, Highland Land and Minerals, Inc.)

Notwithstanding the preceding paragraph, for the period January 1, 1997 through January 31, 1997, "Group I Employees" means (x) Non-Supervisory Employees (i.e., those employees who are paid on an hourly basis) of National, National Fuel Gas Supply Corporation, National Fuel Gas Distribution Corporation, Penn-York Energy Corporation until its disposition on July 1, 1994, Empire Exploration, Inc. until its disposition on July 1, 1994, National Fuel

Resources, Inc. and Leidy-Hub, Inc. (formerly Enerop Corporation); (y) the Non-Supervisory Employees of Seneca Resources Corporation who are employed in New York or Pennsylvania (hereafter referred to as "Seneca North East"); and (z) all Supervisory Employees (i.e., those employees who are paid on a salaried basis) of Utility Constructors, Inc. and Highland Forest Resources, Inc. (formerly, Highland Land and Minerals, Inc.), and all employees of Seneca Resources Corporation who are not employed in New York or Pennsylvania (hereafter referred to as "Seneca South West").

Effective as of January 1, 2003, the term "Group I Employees" will also include Eligible Employees who (i) are Non-Supervisory Employees of Horizon Energy Development, Inc. and (ii) were employed as Non-Supervisory Employees of National Fuel Gas Distribution Corporation as of December 31, 2002.

Effective as of February 1, 2014, the term "Group I Employees" will also include Eligible Employees who (i) became Non-Supervisory Employees of National Fuel Gas Midstream Corporation on November 1, 2010, and (ii) were employed as Non-Supervisory Employees of Highland Forest Resources, Inc. (formerly known as Highland Land and Minerals, Inc.) as of October 31, 2010.

(n) Group II Employees means Eligible Employees who are (i) Supervisory Employees of National, National Fuel Gas Supply Corporation, National Fuel Gas Distribution Corporation and Leidy-Hub, Inc. (formerly Enerop Corporation); (ii) Supervisory Employees of Seneca Resources Corporation - Northeast whose first Hour of Service was performed before January 1, 1997; (iii) Supervisory Employees of Seneca Resources Corporation - East whose first Hour of Service with Seneca Resources Corporation was performed before January 1, 1997 and who elected not to be covered by the Seneca Resources Corporation Flexible Benefits Plan; and (iv) Supervisory Employees of National Fuel Resources, Inc. Notwithstanding clause (iv) of the preceding sentence, for the period from February 1, 1997 through December 31, 1997, "Group II Employees" includes only those Supervisory Employees of National Fuel Resources, Inc. whose first Hour of Service was performed before October 31, 1994.

Notwithstanding the preceding paragraph, for the period January 1, 1997 through January 31, 1997, "Group II Employees" means all executive and Supervisory Employees (i.e., those employees who are paid on a salaried basis) of the corporations listed in item (x) of Subsection (m), as well as the executive and Supervisory Employees of Seneca Northeast (as defined in item (y) of Subsection (m)).

Effective as of January 1, 2003, the term "Group II Employees" will also include Eligible Employees who (i) are Supervisory Employees of Horizon Energy Development, Inc. or Horizon Power, Inc. and (ii) who were employed as Supervisory Employees of National Fuel Gas Distribution Corporation or as Supervisory Employees of National Fuel Gas Supply Corporation as of December 31, 2002.

Effective as of January 1, 2007, the term "Group II Employees" will also include Eligible Employees who are Supervisory Employees of Empire State Pipeline Company, LLC and who satisfy (1) or (2) below:

(1) The Eligible Employee's first Hour of Service with Empire State Pipeline Company, LLC was on or before March 10, 2003; or

(2) The Eligible Employee is a Transferred Empire State Pipeline Company, LLC Employee. For purposes of this paragraph, a "Transferred Empire State Pipeline Company, LLC Employee" is an individual who (a) is employed by Empire State Pipeline Company, LLC, (b) was a Participant in the Plan prior to the date he or she was credited with his or her first Hour of Service with Empire State Pipeline Company, LLC, and (c) was credited with at least one Hour of Service with a Company other then Empire State Pipeline Company, LLC within the six-month period immediately prior to the date he or she was credited with their first Hour of Service with Empire State Pipeline Company, LLC.

Effective June 1, 2010, the term "Group II Employees" will also include an Eligible Employee who is a Transferred National Fuel Gas Midstream Corporation Employee. For purposes of this paragraph, a "Transferred National Fuel Gas Midstream Corporation Employee" is an individual who (a) is a Supervisory Employee of National Fuel Gas Midstream Corporation, (b) was a Participant in the Plan prior to the date he or she was credited with his or her first Hour of Service with National Fuel Gas Midstream Corporation, and (c) was credited with at least one Hour of Service with a Company other than National Fuel Gas Midstream Corporation within the last six-month period immediately prior to the date he or she was credited with his or her first Hour of Service with National Fuel Gas Midstream Corporation.

Effective as of August 1, 2011, the term "Group II Employees" will also include an Eligible Employee (i) who is a Supervisory Employee of National Fuel Gas Midstream Corporation, (ii) who is not a "Transferred National Fuel Gas Midstream Corporation Employee," and (iii) whose first Hour of Service with National Fuel Gas Midstream Corporation is credited on or after August 1, 2011.

(o) Reserved

(p) **Group IV Employees** means all Eligible Employees who are (i) Non-Supervisory Employees and Supervisory Employees of Seneca Resources Corporation - East whose first Hour of Service with Seneca Resources Corporation was performed before January 1, 1997 and who elected to be covered by the Seneca Resources Corporation Flexible Benefits Plan; (ii) Non-Supervisory Employees and Supervisory Employees of Seneca Resources Corporation - West and Seneca Resources Corporation - Gulf Coast; (iii) Non-Supervisory Employees and Supervisory Employees of Seneca Resources Corporation - East whose first Hour of Service with Seneca Resources Corporation was performed on or after January 1, 1997; and (iv) notwithstanding the provisions of Sections 1.3(m)(iii) and (n)(ii), Non-Supervisory and Supervisory Employees of Seneca Resources Corporation - Northeast whose first Hour of Service with Seneca Resources Corporation - Northeast was performed on or after January 1, 1997.

Effective January 1, 2015, the term "Group IV Employees" will also include Eligible Employees who are Non-Supervisory Employees and Supervisory Employees of Highland Field Services, LLC.

(q) Hour of Service means

(1) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Company. These hours will be credited to the Employee for the computation period in which the duties are performed.

(2) Each hour for which an Employee is paid, or entitled to payment, by the Company on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this paragraph will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations which is incorporated by reference.

(3) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company. The same Hours of Service will not be credited both under (1) or (2), as the case may be, and under this paragraph. Hours of Service will be credited to the Employee for the computation period or periods the award or agreement pertains to rather than the computation period in which the award, agreement or payment is made.

Solely for purposes of determining whether a One-Year Break in Service for participation purposes has occurred in a computation period, an Employee who is absent from work for maternity or paternity reasons will receive credit for the Hours of Service the Employee would otherwise have received credit, but for the absence, or in any case in which the Employee's hours cannot be determined, 8 Hours of Service for each day of the absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence by reason of:

(i) the Employee's pregnancy,

(ii) the birth of the Employee's child,

(iii) the placement of a child with the Employee in connection with the Employee's adoption of the child, or

(iv) the Employee caring for his or her child for a period beginning immediately following the child's birth or placement with the Employee

Hours of Service credited under this paragraph will be credited to the computation period in which the absence begins if the crediting is necessary to prevent a One-Year Break in Service in

that period, or in all other cases, to the following computation period. Under this paragraph, not more than 501 Hours of Service will be credited to an Employee with respect to any single continuous period during which the Employee performs no duties for the Company. An Employee who is absent from work for any period described in this paragraph must submit to the Committee, within 60 days of his or her return to work, a written statement establishing that the absence was due to one or more of the reasons enumerated in this paragraph and the number of days the Employee was absent. The Employee's statement must be filed with the Committee on forms provided by it.

Hours of Service will be determined on the basis of actual hours credited.

Notwithstanding the foregoing, if the Committee does not maintain records accounting for actual Hours of Service performed by an Employee, the Employee will be credited with 45 Hours of Service for each week the Employee would be credited with at least 1 Hour of Service during the week.

An Employee will be credited with 45 Hours of Service for each week he is on unpaid leave of absence for less than 12 months and for each week he or she is in military service if he or she has statutory reemployment rights.

(r) **Investment Funds** means the investment vehicles in which contributions are invested in accordance with Article 8.

(s) **National** means National Fuel Gas Company, a New Jersey corporation, and its successors.

(t) **Non-Supervisory Employees** means Eligible Employees, as defined in Section 1.3(1), who are paid on an hourly basis.

(u) **Officer** means those individuals designated from time to time by National's Board of Directors as "officers" for certain Securities Exchange Commission purposes.

(v) **One-Year Break in Service** generally means a Plan Year during which an Employee completes fewer than 501 Hours of Service. However, for purposes of determining Years of Vesting Service, a One-Year Break in Service is a Period of Severance of at least 12 consecutive months. For this purpose, a "Period of Severance" is a continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the 12-month anniversary of the date on which the Employee was otherwise first absent from service. In the case of an individual who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a One-Year Break in Service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of the birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

(w) **Organization Under Common Control** means (i) an Affiliated Corporation, (ii) a Related Business, (iii) an Affiliated Service Organization or (iv) any other entity required to be aggregated with the Company pursuant to Section 414(o) of the Code and the regulations thereunder.

(x) **Participant** means an Eligible Employee who meets the eligibility requirements of Article 2 and is a Group I Employee, a Group II Employee, or a Group IV Employee.

(y) **Plan** means the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees, together with any amendments to the Plan.

(z) **Plan Year** means the 12-month period beginning each January 1 and ending on the following December 31.

(aa) **Related Business** means any trade or business included in a group of trades or businesses with the Company that are under common control, as defined in Section 414(c) of the Code.

(bb) **Supervisory Employees** means Eligible Employees, as defined in Section 1.3(i), who are paid on a salaried basis, including executives.

(cc) **Thrift Plan** means the National Fuel Gas Company Employees' Thrift Plan.

(dd) **Totally and Permanently Disabled** means a disability that renders the Participant unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. Disability will be determined by the Committee in a uniform and nondiscriminatory manner, on the basis of a medical doctor's certificate.

(ee) **Trust** means the assets held in trust pursuant to a separate Trust Agreement between National and the Trustees, including any subsequent agreement with a successor Trustee, as each such agreement may be amended from time to time, for the purpose of providing benefits to Participants under the Plan.

(ff) **Trustees** means the person or persons appointed by the Board of Directors of National to act as Trustees of the Trust, unless the Committee selects a successor Trustee pursuant to Section 10.2, and with whom National enters into a separate Trust Agreement.

(gg) **Year of Participation Service** means (1) the 12-consecutive month period commencing with an Employee's Date of Hire and ending on the last day before the anniversary of his or her Date of Hire, or (2) a Plan Year commencing after the Employee's Date of Hire, during which he or she completes at least 1,000 Hours of Service.

(hh) **Year of Service** means a 12-consecutive-month period during which a Participant is credited with at least 1,000 Hours of Service. The 12-consecutive-month period

will be measured from the Participant's Date of Hire and anniversaries thereof. Separate periods of employment will be aggregated to determine a Participant's Years of Service.

Notwithstanding the preceding paragraph, in the case of a Participant who was employed by Whittier Trust Company on March 31, 1998 and became an employee of Seneca Resources Corporation on April 1, 1998, or who was employed by Bakersfield Energy Resources, Inc. on May 31, 1998 and became an employee of Seneca Resources Corporation on June 1, 1998, the Participant will be credited with his or her Years of Service performed while he or she was employed by Whittier Trust Company or Bakersfield Energy Resources, Inc.

Notwithstanding the first paragraph hereof, in the case of a Participant who is a Non-Supervisory Employee employed by Highland Forest Resources, Inc. (formerly, Highland Land and Minerals, Inc.), the Participant will be credited with all of his or her Years of Service performed for Highland Forest Resources, Inc. (formerly, Highland Land and Minerals, Inc.) starting with the first 12 consecutive month period measured from the Participant's Date of Hire.

(ii) Post-2003 Participant means a Participant who has completed at least one Year of Participation Service and: (a) whose first Hour of Service with a Company (not considering Hours of Service credited while in a seasonal, temporary or part-time classification) is credited on or after July 1, 2003 and who is other than a Non-Supervisory Employee of Highland Forest Resources, Inc. (formerly known as Highland Land and Minerals, Inc.); (b) whose first Hour of Service (not considering Hours of Service credited while in a seasonal, temporary or part-time classification) is credited before July 1, 2003, who has never been a Participant under the National Fuel Gas Company Retirement Plan, and who is other than a Non Supervisory Employee of Highland Forest Resources, Inc. (formerly known as Highland Land and Minerals, Inc.) or a Non-Supervisory Employee of National Fuel Gas Midstream Corporation; (c) who is employed by National Fuel Resources, Inc. ("NFR") (other than a Transferred NFR Employee, as defined in the National Fuel Gas Company Retirement Plan) and whose first Hour of Service with NFR was credited on or after October 1, 1994; (d) who was a Non-Supervisory Employee of Highland Forest Resources, Inc. and becomes a Supervisory Employee of Highland Forest Resources, Inc. on or after July 1, 2003; (e) whose first Hour of Service (not considering Hours of Service credited while in a seasonal, temporary or part-time classification) is credited before July 1, 2003, was a Participant under the National Fuel Gas Company Retirement Plan, who is rehired on or after December 1, 2004 and who, prior to date of rehire, received a distribution of his or her accrued benefit under the National Fuel Gas Company Retirement Plan, in a lump sum distribution; (f) who was a nonvested Participant under the National Fuel Gas Company Retirement Plan upon termination of employment, who is rehired on or after December 1, 2004, who prior to date of rehire was deemed to receive a cash-out distribution of his or her accrued benefit under the National Fuel Gas Company Retirement Plan, and who accrues no additional benefits under the terms of the National Fuel Gas Company Retirement Plan following his or her date of rehire, (g) who was a vested Participant under the National Fuel Gas Company Retirement Plan upon termination of employment, who is rehired on or after July 1, 2013, and who accrues no additional benefits under the terms of the National Fuel Gas Company Retirement Plan following his or her date of rehire, or (h) effective February 1, 2014, who became a Non-Supervisory Employee of National Fuel Gas Midstream Corporation on November 1, 2010, and was employed as a Non-Supervisory Employee of Highland Forest

Resources, Inc. (formerly known as Highland Land and Minerals, Inc.) on or before October 31, 2010. The term "Post-2003 Participant" specifically excludes the following:

(1) **General Management Associates.** Any Employee who is hired into or holds the position of "General Management Associate."

(2) **Horizon Energy Development, Inc. or Horizon Power, Inc. Employees.** Each individual who is employed by either Horizon Energy Development, Inc. or Horizon Power, Inc.

(3) **Empire State Pipeline Company, LLC Employees.** Each individual who is employed by Empire State Pipeline Company, LLC.

(4) **Customer Support Representatives.** Each individual who is employed as a "Customer Support Representative I" or "Customer Support Representative II".

Notwithstanding the foregoing or any other Plan provision, an Eligible Employee who would otherwise meet the requirements of Section 1.3(ii) except that the Eligible Employee has not completed at least one Year of Participation Service, shall be treated as a "Post-2003 Participant" on the later of (i) January 1, 2013, or (ii) the first day of the month coincident with or next following three continuous months of full-time employment with the Company measured from the Eligible Employee's Date of Hire.

(jj) Year of Vesting Service.

(1) **General Rule.** A Participant's Years of Vesting Service shall equal the sum of (i) and (ii) and (iii) below:

(i) For each anniversary of a Participant's Date of Hire that occurs prior to January 1, 2016, Year of Vesting Service means each 12-consecutive month period commencing on an Employee's Date of Hire and anniversaries thereof during which an Employee is credited with 1,000 or more Hours of Service.

(ii) For the 12-consective month period ending on the anniversary of a Participant's Date of Hire that occurs in 2016, the Participant shall be credited with one Year of Vesting Service if he or she would have been credited with a Year of Service under either of the standards in paragraph (1)(i) based on hours credited through December 31, 2015, or (1)(iii) of this Section 1.3(jj) had the respective standard always been in effect; but even if both standards would have been satisfied, the Participant shall be credited with only one Year of Vesting Service under this paragraph (ii).

(iii) For each anniversary of a Participant's Participation Commencement Date that occurs on or after January 1, 2017, Year of Vesting Service means each 12-consecutive month period commencing on

an Employee's Participation Commencement Date (or the anniversary of the Employee's Date of Hire that occurred in 2016, if later) and anniversaries thereof during the Employee's Periods of Service.

Notwithstanding the foregoing, a Participant's Years of Vesting Service will not include the period prior to the date on which the Participant attained age 18.

(2) **Measuring Years of Vesting Service**. Effective January 1, 2016, a Participant is credited with Years of Vesting Service for each period of Service. Periods of Service are determined as follows:

(i) An Employee who is an active Participant on January 1, 2016 will have a Period of Service which begins on the first anniversary of the Participant's Date of Hire that occurs in 2016 and ends on the Employee's next Severance from Service Date.

(ii) An Employee who is not an active Participant on January 1, 2016 will have a Period of Service which begins on the Employee's next Participation Commencement Date and ends on the Employee's next Severance from Service Date.

(iii) An Employee who has a Severance from Service Date after January 1, 2016 and subsequently has a Participation Commencement Date will have a period of Service which begins on the subsequent Participation Commencement Date and ends on the Employee's next Severance from Service Date following such Participation Commencement Date.

Notwithstanding the foregoing, an Employee may accrue Years of Vesting Service pursuant to this Section 1.3(jj) only during periods in which the Employee is eligible to participate in the Plan pursuant to Article 2. A Participant also may not accrue Years of Vesting Service during any period in which he or she is not an Employee.

(3) **Definitions.**

(i) "Participation Commencement Date" means the first date on which an Employee performs an hour of service, as defined in Labor Regulations Section 2530.2006-2(a)(1), after the Employee's Date of Hire or, in the case of an Employee who has a Severance from Service Date, upon the Employee's reemployment by the Company.

(ii) "Severance from Service Date" means the earlier of:

(A) The date on which an Employee ceases to be employed by an Employer because he or she quits, retires, is discharged or dies; or

(B) The first anniversary of the first date of a period in which an Employee remains absent from service (with or without pay) with an Employer for any reason other than quit, retirement, discharge or death, such as vacation, holiday, sickness, disability, or leave of absence.

(kk) **Year of Company Contribution Service** means each 12-consecutive month period during which an Employee is credited with 1,000 or more Hours of Service performed while employed in a classification set forth in Section 1.3(ii)(a) through 1.3(ii)(h); provided, however, that for a Post-2003 Participant who meets the conditions in Section 1.3(ii)(c), Years of Company Contribution Service includes service performed as such a Post-2003 Participant before July 1, 2003. Except for a Post-2003 Participant who meets the conditions in Section 1.3(ii)(c), the 12-consecutive month period will be measured from the later of the Employee's Date of Hire or commencement of employment in a classification set forth in Section 1.3(ii)(a) through 1.3(ii)(h), and anniversaries thereof. Notwithstanding the foregoing, for Supervisory Employees of Highland Forest Resources, Inc., the 12-consecutive month period described in the preceding sentence commences on the later of the Employee's Date of Hire or the date on which the Employee becomes a Supervisory Employee.

Section 1.4 **Rights of Former Employees and Obligations of the Company.** Except as otherwise provided in the Plan, the rights of Employees covered under the Plan who retired or otherwise separated from the service of the Company before the effective date of this restated Plan and the obligations of the Company on any date before the effective date of this restated Plan are governed by the terms of the Plan in effect on that date. On and after the effective date of this restatement, the rights of Employees who retire or otherwise separate from the service of the Company and the obligations of the Company are governed by this restated Plan, together with any amendments to the Plan.

Section 1.5 **Transfers of Accounts From Thrift Plan**. Certain amounts credited to a Participant's accounts under the Thrift Plan are transferred to this Plan as of August 1, 2003. Amounts transferred from the Thrift Plan are allocated to the Participant's Thrift Account.

ARTICLE 2

ELIGIBILITY FOR PARTICIPATION

Section 2.1 Age and Service Requirements. Each Eligible Employee who was a Participant in the Plan prior to July 1, 2003 will continue as a Participant subject to the terms of this Plan. Each other Eligible Employee will become a Participant in the Plan on the first Entry/Adjustment Date coincident with or following the later of (a) his or her completion of one Year of Participation Service, and (b) his or her attainment of age 18.

Each Eligible Employee who completes the service requirement in (a), but who has a Severance from Employment before the Entry/Adjustment Date will immediately become a Participant when he or she returns to the service of the Company unless the Eligible Employee, when he or she returns to the service of the Company, has not yet satisfied the age requirement in (b). Notwithstanding the preceding sentence, an Eligible Employee will not commence participation in the Plan before the Entry/Adjustment Date that otherwise would have applied had the Participant not had a Severance from Employment.

Notwithstanding the foregoing, an Eligible Employee who would otherwise meet the requirements in (a), except that the Eligible Employee has not completed at least One Year of Participation Service, may, on the first day of the first payroll period that begins on the later of (i) February 1, 2014, or (ii) the first day of the month coincident with or next following three continuous months of full-time employment with the Company measured from the Eligible Employee's Date of Hire, make Salary Reduction Contributions under Section 3.1 and receive Matching Contributions under Section 3.3 and will be treated as a "Participant" for purposes of Sections 3.1 and 3.3.

Notwithstanding the foregoing, an Eligible Employee who is a Post-2003 Participant will be treated as a "Participant" for purposes of Section 3.2.

Notwithstanding any other provision of this Article, in the case of an Eligible Employee who was employed by Whittier Trust Company on March 31, 1998, and became an employee of Seneca Resources Corporation on April 1, 1998, the Eligible Employee will not be required to satisfy the eligibility service requirement described above and will be eligible to commence participation on the first day of the first payroll period that begins after April 1, 1998.

Notwithstanding any other provision of this Article, in the case of an Eligible Employee who was employed by Bakersfield Energy Resources on May 31, 1998, and became an employee of Seneca Resources Corporation on June 1, 1998, the Eligible Employee will not be required to satisfy the eligibility service requirements described above and will be eligible to commence participation on the first day of the first payroll period that begins after June 1, 1998.

Notwithstanding any other provision of this Article, in the case of an Eligible Employee who is employed by Highland Forest Resources, Inc. (formerly, Highland Land and Minerals, Inc.) as of January 1, 1999, the Eligible Employee will not be required to satisfy the eligibility service requirements described above and will be eligible to commence participation on the first day of the first payroll period that begins on January 1, 1999. This waiver of the

eligibility service requirements will not apply to any Eligible Employee who is hired by or commences employment with Highland Forest Resources, Inc. (formerly, Highland Land and Minerals, Inc.) after January 1, 1999.

Section 2.2 Change in Employment Status.

(a) Employee Becomes Eligible Employee. If an Employee's status changes so that he or she becomes an Eligible Employee, he or she will become a Participant on the later of the first Entry/Adjustment Date coincident with or following his or her satisfaction of the age and service requirements in Section 2.1 or the first day of the first payroll period that begins on or after the date of the change in status.

Notwithstanding the foregoing, an individual who is an Eligible Employee and who previously was a member of the National Fuel Gas Company Tax-Deferred Savings Plan (the "Union Plan"), but who ceased to be a member of the Union Plan because of a change in employment classification, will become eligible to participate in the Plan immediately after his or her change of employment status.

(b) Participant Becomes a Non-Eligible Employee. If a Participant's employment status changes so that he or she is no longer an Eligible Employee, the Participant is not entitled to make any Salary Reduction Contributions or receive Company Contributions or Matching Contributions with respect to any compensation earned while he or she is not an Eligible Employee.

Section 2.3 Termination and Resumption of Participation.

(a) Termination of Participation. Except as otherwise provided by this Section, an Eligible Employee who is a Participant will remain a Participant until the date his or her entire nonforfeitable interest is paid to him or her or to his or her Beneficiary, or the date he or she dies, if earlier.

(b) Inactive Participant. If a Participant has a Severance from Employment, he or she is an Inactive Participant for the Plan Year in which the Severance from Employment occurs and for each subsequent Plan Year that he or she continues to have a Severance from Employment.

(c) Resumption of Participation. An Inactive Participant is not entitled to make Salary Reduction Contributions or receive Company Contributions or Matching Contributions under Article 3. However, an Inactive Participant will resume active participation and be entitled to make Salary Reduction Contributions and receive Company Contributions and Matching Contributions in accordance with Article 3 immediately upon his or her reemployment by the Company as an Eligible Employee.

Section 2.4 Service with and Transfers from Organizations Under Common Control.

(a) Service with Organizations Under Common Control. Except as otherwise provided in the Plan, Hours of Service completed by an Employee with an

Organization Under Common Control are credited for purposes of this Article. Hours of Service are also credited to any Employee considered an Employee of any Organization Under Common Control.

(b) Transfers of Employment. If an Employee transfers employment from the Company to an Organization Under Common Control, the transfer will not be considered a Severance from Employment under the Plan, and the Employee will continue to be credited with Hours of Service as provided in Subsection (a).

ARTICLE 3

CONTRIBUTIONS

Section 3.1 Salary Reduction Contributions.

(a) In General. Effective August 1, 2002 and thereafter, each Participant, in accordance with Subsection (b) may elect to contribute a percentage amount, expressed in one percent increments, equal to at least 2% of "Base Salary" and not to exceed 50% of "Base Salary", as defined in Section 3.8. Effective February 1, 2016, each Participant, in accordance with Subsection (b) may elect to contribute a percentage amount, expressed in one percent increments, equal to at least 2% of "Base Salary" and not to exceed 60% of "Base Salary", as defined in Section 3.8.

For the purposes of the Plan, "Salary Reduction Contribution" means a contribution made pursuant to a Participant's election under this Subsection. Salary Reduction Contributions under this Subsection will be made by reducing a Participant's Base Salary throughout the period during which his or her election under this Section remains in effect. The amount of each Participant's Salary Reduction Contributions will be recalculated as of each Entry/Adjustment Date, based on the Participant's then current Base Salary.

All Salary Reduction Contributions are intended to qualify as "employer contributions" under Section 401(k) of the Code.

Effective as of July 1, 2005, individuals who are employed as "Customer Support Representative I" or "Customer Support Representative II" are not eligible to make Salary Reduction Contributions.

(b) Salary Reduction Contribution Elections. The Committee may prescribe uniform rules of general application concerning all elections under this Section, including the effective date of any elections, or changes to elections, made by Participants under this Section. The rules also may limit the amount of Salary Reduction Contributions or the frequency of any changes to elections made by Participants. All elections under this Section will remain in effect until modified or discontinued by the Participant in accordance with the rules established by the Committee.

For a Participant who becomes an Eligible Employee in connection with a change in employment which results in such Employee ceasing to participate in the Union Plan (as defined in Section 2.2(a)), such Employee's contribution election then in effect under the Union Plan (if any) will continue to be applicable on the same terms as then in effect, until the next Entry/Adjustment Date, but such contributions will be made to this Plan following such change in employment.

For Participants whose classification as an Eligible Employee changes, for example, changing from being Group I Employees to Group II Employees, the respective contribution elections then in effect (if any) will continue to be applicable on the same terms as then in effect, until the next Entry/Adjustment Date.

The Committee must provide a reasonable period at least once each calendar year for a Participant to commence Salary Reduction Contributions or to modify the amount of his or her Salary Reduction Contributions. Furthermore, Participants, before any payroll period or other payment of Base Salary, may elect to discontinue Salary Reduction Contributions. A discontinuance of Salary Reduction Contributions will remain in effect until a new election is made in accordance with the provisions of this Subsection. A Participant may not make retroactive elections under this Section.

(c) 402(g) Limit. A Participant's Salary Reduction Contributions, together with the Participant's other elective deferrals (as defined in Section 402(g)(3) of the Code), may not exceed the dollar limitation or applicable dollar amount of Section 402(g)(1) of the Code, as adjusted by Section 402(g)(5) of the Code, during any calendar year, except to the extent permitted under Section 3.1(d) and Section 414(v) of the Code, if applicable. If this limit is exceeded, the Committee will direct the Trustees to distribute the excess amount in accordance with Section 3.14.

(d) Catch-Up Contributions. All Participants who have attained age 50 before the close of the Plan Year will be eligible to make catch-up contributions in accordance with and subject to the limitations of Section 414(v) of the Code. Such catch-up contributions will not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan will not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Sections 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of making of such catch-up contributions. This Section shall apply to contributions made after February 1, 2003.

Section 3.2 Company Contribution.

(a) For each calendar month commencing with the February 1, 2014 Entry/Adjustment Date, the Company Contribution to the Plan will be as follows: 3% of the Company Contribution Compensation for that month for each Post-2003 Qualified Participant who has been credited with fewer than six Years of Company Contribution Service as of the most recent Entry/Adjustment Date; and 4% of the Company Contribution Compensation for that month for each Post-2003 Qualified Participant who has been credited with at least six Years of Company Contribution Service as of the most recent Entry/Adjustment Date.

(b) For purposes of this Section and Section 3.7(d), Company Contribution Compensation for a month is the sum of: 1112 of a Post-2003 Participant's regular base compensation (salary or hourly pay) as of the most recent Entry/Adjustment Date. Notwithstanding the preceding sentence, Company Contribution Compensation will specifically include (1) elective contributions made by a Company on the Employee's behalf pursuant to a cash or deferred arrangement described in Section 401(k) of the Code or an election under Section 125 or 132(f)(4) of the Code, and (2) (i) lump sum compensation paid to supervisory employees of National Fuel Resources, Inc., National Fuel Gas Supply Corporation, National Fuel Gas Distribution Corporation or Horizon Energy Development, Inc., that is designated for payroll and human resources purposes as "lump sum pay" in lieu of a base increase, (ii) discretionary bonuses paid to salaried employees of National Fuel Resources, Inc., before February 1, 2014, (iii) bonuses paid under the Seneca Resources Corporation Annual Cash

Bonus Program before February 1, 2014, (iv) Executive Annual Cash Incentive Program (EACIP) payments, (v) Annual At Risk Compensation Incentive Plan (AARCIP) payments, and (vi) annual bonuses paid to officers who are "non-16b officers" at the time the bonus is paid. Company Contribution Compensation will specifically exclude any other compensation amount not described in this Section 3.2(b).

The Company Contribution Compensation of a Post-2003 Participant taken into account in any Plan Year beginning after December 31, 2002, will not exceed $200,000. The $200,000 limit will be adjusted for cost-of-living increases in accordance with Section 401(a)(17) of the Code. The cost-of-living adjustment in effect for a calendar year applies to Company Contribution Compensation for the Plan Year that begins with or within such calendar year.

(c) Notwithstanding the foregoing, for a Participant who becomes an Eligible Employee in connection with a change in employment which results in such Employee ceasing to participate in the Union Plan, such Employee's Company Contributions under the Union Plan (if any) will continue on the same terms as in effect on the most recent Entry/Adjustment Date, until the next Entry/Adjustment Date, but such contributions will be made to this Plan following such change in employment.

Section 3.3 Matching Contributions. For each payroll period during which a Participant (other than individuals who are employed as a "Customer Support Representative I" or "Customer Support Representative II") makes Salary Reduction Contributions in accordance with Section 3.1, the Company will contribute to the Plan for the benefit of the Participant in an amount equal to the Participant's Base Salary for such payroll period, multiplied by the Matching Contribution Percentage determined in accordance with the tables that follow ("Matching Contributions"). For purposes of calculating the Matching Contributions for any payroll period, the following rules apply:

(a) Base Salary for the applicable period will be the Participant's Base Salary in effect on the immediately preceding Entry/Adjustment Date.

(b) The Matching Contribution Percentage will be determined under the following tables with reference to the rate of Salary Reduction Contributions under Section 3.1 in effect during the period and the Participant's Years of Service. For Participants whose classification as an Eligible Employee changes, for example, changing from being Group I Employees to Group II Employees, the Matching Contribution Percentage determined under the respective table as of the most recent Entry/Adjustment Date will continue to be applicable following such classification change, until the next Entry/Adjustment Date.

(c) A Participant's Years of Service will be determined as of the Entry/Adjustment Date coincident with or immediately preceding the applicable period.

(d) Notwithstanding the foregoing, for a Participant who becomes an Eligible Employee in connection with a change in employment which results in such Employee ceasing to participate in the Union Plan, such Employee's Matching Contributions under the Union Plan (if any) will discontinue and Matching Contributions will be made to this Plan following such

change in employment, based on the contribution election under the Union Plan (if any) and the Participant's Years of Service as of the most recent Entry/Adjustment Date with the Matching Contribution Percentage determined under the respective table under the Union Plan as of the most recent Entry/Adjustment Date, until the next Entry/Adjustment Date.

Table for Determining Matching Contributions For Group I Employees, Group II Employees, and Group IV Employees
Effective February 1, 2014 through January 31, 2016

Group I Employees		Group II Employees and Group IV Employees	
Salary Reduction Contribution	Matching Contribution Percentage	Salary Reduction Contribution	Matching Contribution Percentage
2%	2.0%	2%	2.0%
3%	3.0%	3%	3.0%
4% - 50%*	3.5%	4%	4.0%
		5%	5.0%
		6% - 50%*	6.0%

* Or contributions that equal the dollar amount In effect under Section 402(g) of the Code for the Plan Year.

Table for Determining Matching Contributions For Group I Employees, Group II Employees, and Group IV Employees_
Effective February 1, 2016 and Thereafter

Group I Employees		Group II Employees and Group IV Employees	
Salary Reduction Contribution	Matching Contribution Percentage	Salary Reduction Contribution	Matching Contribution Percentage
2%	2.0%	2%	2.0%
3%	3.0%	3%	3.0%
4% - 60%*	3.5%	4%	4.0%
		5%	5.0%
		6% - 60%*	6.0%

* Or contributions that equal the dollar amount in effect under Section 402(g) of the Code for the Plan Year.

Section 3.4 Rollover Contributions. If permitted under a uniform, non-discriminatory policy adopted by the Committee, a rollover contribution from another qualified plan may be made to the Plan by a Participant, as long as:

(a) the Participant was a participant under another plan that was qualified under Section 401(a) of the Code or an annuity plan under Section 403(a) of the Code;

(b) in the case of a plan qualified under Section 401(a) of the Code, the trust under such other plan is exempt from tax under Section 501(a) of the Code;

(c) the Participant receives a distribution from another plan and that plan qualifies as an eligible rollover distribution, as described in Section 402(c) of the Code;

(d) the Participant furnishes evidence satisfactory to the Committee that the contribution meets conditions (a), (b) and (c);

(e) a rollover contribution that is not a direct rollover as described in Section 401(a)(31) of the Code, is made no later than the 60th day after receipt of the distribution; and

(f) no rollover contributions may be accepted from a conduit individual retirement account or annuity.

A rollover contribution will be held in a separate "Rollover Account" established and maintained by the Committee as a permanent accounting record under the Plan for the benefit of the Participant who made the rollover contribution. A Participant will at all times have a 100% nonforfeitable right to the value of the assets held in his or her Rollover Account. Amounts allocated to a Rollover Account will be held in trust and invested in accordance with the terms and conditions of the Plan. Distributions of amounts allocated to a Rollover Account will be made when the Participant retires, dies, is disabled or otherwise has a Severance from Employment in accordance with the terms and conditions of the Plan.

Section 3.5 Forfeitures. Forfeitures resulting from the application of Sections 4.2 and 13.11 will not be applied to directly increase the allocation that any Participant would otherwise receive under the Plan. Forfeitures will be used to reduce (but not below zero) the Company Contribution under Section 3.2 for the calendar month in which the forfeitures become available. Any remaining forfeitures will be held in a suspense account and used to reduce Company Contributions for subsequent calendar months. If the forfeitures exceed the total of Company Contributions for the Plan Year in which the forfeitures become available, the excess forfeitures will be used to reduce the Matching Contributions under Section 3.3 for the Plan Year in which the forfeitures occur. If a suspense account is in existence at any time during a Plan Year pursuant to this Section, that account will not participate in the allocation of the Trust's investment gains and losses.

Section 3.6 Miscellaneous Contribution Rules.

(a) Limitations on Contributions. Salary Reduction Contributions, Company Contributions and Matching Contributions (collectively, the "Total Contributions") under this Article are subject to the following limitations:

(1) the sum of the Total Contributions and other amounts treated as Annual Additions for any Plan Year may not exceed the Maximum Company Contribution, as determined under Section 3.9; and

(2) Total Contributions may not exceed the maximum amount allowable as a deduction to the Company under Section 404 of the Code.

(b) Timing of Contributions. The Company will deposit a Participant's Salary Reduction Contributions with the Trustees within the period of time permitted by the Code, ERISA and applicable regulations. Company contributions to the Trustees will be made by the Company no later than the time prescribed by law for filing its federal income tax return (including extensions thereof) for its current taxable year and for each succeeding taxable year for the Plan Year that ends within or that is co-terminus with the taxable year of the Company. The Company may contribute this amount or amounts at any time; and it may make any Company contribution in two or more installments. However, no Company contribution will be made for any Plan Year to the extent that it would not be deductible.

Section 3.7 Allocations of Contributions and Forfeitures.

(a) Maintenance of Accounts. The Committee will establish and maintain, as a permanent accounting record under the Plan, a "Savings Account," a "Retirement Savings Account," a "Matching Contribution Account," a "Thrift Account" and a "Rollover Account" in the name of each Participant.

(b) Allocation of Salary Reduction Contributions. The Committee will allocate to each Participant's Savings Account the Participant's Salary Reduction Contributions, if any, as of a date or dates determined by the Committee.

(c) Allocation of Matching Contributions. The Committee will allocate to the Matching Contribution Account of each Participant so much of the total Matching Contributions for the calendar month and the forfeitures resulting from the application of Section 13.11, if any, as will equal the Participant's Matching Contribution for the calendar month, as determined under Section 3.3. The allocations will be made as of a date or dates determined by the Committee.

(d) Allocation of Company Contribution. As of the last business day of each month, commencing with January 2004, the Committee will allocate to the Retirement Savings Account of each Post-2003 Qualified Participant the Participant's Company Contribution for the calendar month, as determined under Section 3.2. The term "Post-2003 Qualified Participant" for any month means a Post-2003 Participant who is credited with at least one Hour of Service during that month and who either (1) is employed by the Company on the last day of the month or (2) terminates employment during the month by reason of (i) retirement on or after his or her Normal Retirement Date or Disability Retirement Date or (ii) death.

Section 3.8 Base Salary. Unless otherwise provided, the term "Base Salary" for any Plan Year means Participant's basic compensation for a payroll period, excluding compensation under the National Fuel Gas Company Deferred Compensation Plan, when deferred and when received, any amounts the Participant receives as overtime pay, commissions or other special pay, fees, bonuses or allowances, but including salary contribution payments made by the Company on account of sickness or accident.

Notwithstanding the foregoing, "Base Salary" includes contributions made by the Company pursuant to a salary reduction agreement that are not includable in the Participant's

gross income under Section 125, 402(e)(3), 402(h) or 403(b) of the Code and, effective for Plan Years beginning on or after January 1, 2001, Section 132(f)(4) of the Code.

The Base Salary of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to Base Salary for the determination period that begins with or within such calendar year. If a Participant's Base Salary is determined over a period of time that is shorter than 12-months, then the $200,000 limit, as adjusted, will be prorated for the number of full calendar months in the period.

Section 3.9 Limitations on Allocations.

(a) Definitions. The following definitions (applied consistently with Code Section 415) apply for purposes of this Section:

(1) **Annual Addition** has the same meaning as defined under Section 415(c)(2) of the Code and the regulations thereunder.

(2) **Compensation** includes wages within the meaning of Section 3401(a) and all other payments of compensation to a Participant by the Company (in the course of the Company's trade or business) for which the Company is required to furnish the Participant a written statement under Sections 6041(d), 6051(a)(3) and 6052 of the Code. Compensation under this paragraph (2) must be determined without regard to any rules under Section 3401(a) of the Code that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Section 3401(a)(2) of the Code). Compensation also includes any amount that would be included in wages but for an election under section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). Compensation for any Plan Year shall not exceed the limit set forth in Section 401(a)(17) of the Code for such Plan Year.

To the fullest extent permitted by Code Section 415 and the regulations thereunder, Compensation shall also include (i) amounts paid to a Participant after the Participant has a Severance from Employment and (ii) compensation for periods of military service and/or disability.

For purposes of applying the limitations of this Section, Compensation for a Limitation Year means the Compensation actually paid or made available during the Limitation Year. Notwithstanding the preceding sentence, for Limitation Years beginning on or after January 1, 2002, Compensation for a Participant in a defined contribution plan who is permanently and totally disabled (as defined in Section 22(e)(3) of the Code) is the Compensation the Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid to him or her immediately before becoming permanently and totally disabled.

(3) **Limitation Year** means the Plan Year, unless a different 12- consecutive-month period is designated pursuant to a written resolution adopted by the Board of Directors of National.

(b) Maximum Annual Addition. The Annual Addition that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the "Maximum Annual Addition," which is the lesser of:

(1) $40,000, as adjusted for increases in the cost-of-living pursuant to Section 415(d) of the Code, or

(2) 100 percent of the Participant's Compensation for the Limitation Year. The Compensation limit referred to herein will not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an annual addition.

(c) Maximum Company Contribution means the aggregate of the Maximum Annual Additions of all Participants for the Plan Year.

(d) Adjustment to Reduce Annual Additions. If the Annual Addition exceeds the limitation set forth in Section 3.9(b) for any Participant, such excess amount shall be corrected in accordance with the Employee Plans Compliance Resolution System as set forth in Revenue Procedure 2013-12, or any superseding guidance.

(e) Incorporation of Section 415 by Reference. The limitations and other provisions of Code Section 415 and Treasury Regulations promulgated thereunder with respect to annual contributions and benefit accruals under the Plan are hereby incorporated by reference.

Section 3.10 ADP Test.

(a) In General. Annual allocations derived from Salary Reduction Contributions to a Participants' Savings Accounts must satisfy one of the following tests:

(1) **The 125% Test**. The Average ADP for Participants who are Highly Compensated Employees may not exceed the prior Plan Year's Average ADP for Participants who are Nonhighly Compensated Employees for the prior Plan Year multiplied by 1.25; or

(2) **The Alternative Limitation Test**. The Average ADP for Participants who are Highly Compensated Employees may not exceed the lesser of the prior Plan Year's Average ADP for Participants who are Nonhighly Compensated Employees for the prior Plan Year multiplied by 2 or the prior Plan Year's Average ADP for Participants who are Nonhighly Compensated Employees for the prior Plan Year plus 2 percentage points.

The Committee may calculate the ADPs of Participants and, thus, determine whether the Plan satisfies the ADP Test under this Section by treating all or part of the Qualified

Matching Contributions made with respect to any or all of the Participants as Salary Reduction Contributions. The Committee may not treat Qualified Matching Contributions as Salary Reduction Contributions unless the Qualified Matching Contributions satisfy the conditions set forth in Section 1.401(k)-2(a)(6) of the Treasury Regulations.

(b) Definitions. The following definitions apply for purposes of the Plan:

(1) **ADP**, with respect to a Participant, means the ratio (expressed as a percentage) of the amount of Salary Reduction Contributions and amounts treated as Salary Reduction Contributions, if any, allocated to the Participant's account for a Plan Year to the Participant's ADP Compensation for the Plan Year. The ADP of a Participant with no Salary Reduction Contributions for a Plan Year is zero. For purposes of computing ADPs, an employee who would be a Participant but for the failure of the employee to make Salary Reduction Contributions is treated as a Participant on whose behalf no Salary Reduction Contributions are made.

(2) **Average ADP**, with respect to a group of Participants, means the average of the ADPs for the group of Participants.

(3) **ADP Compensation**, with respect to any Participant, will be determined by the Committee in a manner that satisfies the requirements of Section 414(s) of the Code and the regulations thereunder. The period used to determine a Participant's ADP Compensation for a Plan Year is either the Plan Year or the calendar year ending within the Plan Year. Whichever period is selected must be applied uniformly to determine the ADP Compensation of every Participant for the Plan Year. If the Participant participated in the Plan for less than the full Plan Year or calendar year, the Plan may take into account ADP Compensation for that portion of the Plan Year or calendar year during which the Participant actually participated, provided this limit is applied uniformly for all Participants for the Plan Year.

(4) **Highly Compensated Employee** means an Employee who (i) was a 5% owner at any time during the Plan Year or the preceding Plan Year, or (ii) for the preceding Plan Year had Compensation from the Company in excess of $80,000. The $80,000 amount is adjusted at the same time and in the same manner as under Section 415(d) of the Code, except that the base period is the calendar quarter ending September 30, 1996.

For this purpose, "Determination Year" is the Plan Year and the "Look- Back Year" is the twelve month period immediately preceding the Determination Year.

The rules in Temporary Treasury Regulation Section 414(q)-1T, A-4 and Notice 97-45 in effect for a Determination Year will be used to determine if a former employee is a Highly Compensated Employee for that Determination Year.

For Plan Years relevant to determining whether an Employee is a Highly Compensated Employee for Plan Years beginning after December 31, 1996, the amendments to

Section 414(q) of the Code will be treated as having been in effect for Plan Years beginning in 1996.

Notwithstanding the foregoing, the Company elects, pursuant to Treasury Regulation Section 1.414(q)-1T, Q&A-14, to make the calendar year calculation election.

(5) **Nonhighly Compensated Employee** means an Eligible Employee who is not a Highly Compensated Employee.

(6) **Qualified Matching Contributions** are Matching Contributions that are 100% nonforfeitable at all times and satisfy the requirements set forth in Section 1.401(k)-6 of the Treasury Regulations.

(c) Special Rules.

(1) **Plan Aggregation - Coverage and Nondiscrimination**. For purposes of this Section, if this Plan satisfies the requirements of Sections 401(k), 401(a)(4), or 410(b) of the Code only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of Sections 401(k), 401(a)(4), or 410(b) of the Code only if aggregated with this Plan, then this Section will be applied by determining the ADP of Participants as if all the plans were a single plan. Plans may be aggregated under this paragraph only if they have the same plan year and use the same ADP testing method. Any adjustments to the Nonhighly Compensated Employee ADP for the prior year are made in accordance with Notice 98-1 and any superseding guidance.

(2) **Plan Aggregation - Highly Compensated Employee**. For purposes of this Section, the ADP for any Participant who is a Highly Compensated Employee for the Plan Year and who is eligible to have Salary Reduction Contributions allocated to his or her accounts under two or more arrangements described in Section 401(k) of the Code, that are maintained by the Company, will be determined as if the Salary Reduction Contributions were made under a single arrangement. If a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different plan years, all cash or deferred arrangements ending with or within the same calendar year will be treated as a single arrangement. Notwithstanding the foregoing, certain plans will be treated as separate if mandatorily disaggregated under regulations under Section 401(k) of the Code.

(3) **Timing of Contributions**. For purposes of the ADP Test, Salary Reduction Contributions must be made before the end of the 12-month period immediately following the Plan Year to which the contributions relate.

(4) **Maintenance of Records**. The Committee will maintain records that demonstrate satisfaction of the ADP Test under this Section, including records indicating the extent to which the Plan used Matching Contributions to satisfy the test.

Section 3.11 Distribution of Excess Contributions.

(a) In General. If for any Plan Year there are any Excess Contributions, then on or before the last day of the following Plan Year, Excess Contributions will be distributed according to the following procedures:

(1) The Excess Contributions of the Highly Compensated Employee or Employees with the largest dollar amount of Salary Reduction Contributions are reduced by distributing the amount required to cause the Highly Compensated Employee's or Employees' Salary Reduction Contributions to equal the Salary Reduction Contributions of the Highly Compensated Employee or Employees with the next highest dollar amount. However, if a lesser reduction, when added to the total dollar amount already distributed under this step, would equal the total Excess Contributions, the lesser amount is distributed.

(2) Repeat (1) until all Excess Contributions are distributed.

Distributions of Excess Contributions will be made first from unmatched Salary Reduction Contributions and, thereafter, simultaneously from Salary Reduction Contributions that are matched and Matching Contributions that relate to such Salary Reduction Contributions.

Notwithstanding the foregoing, if the Committee treats Qualified Matching Contributions as Salary Reduction Contributions for purposes of the ADP Test, distributions of Excess Contributions will be made first from unmatched Salary Reduction Contributions and, thereafter, simultaneously from Salary Reduction Contributions and Qualified Matching Contributions that relate to such Salary Reduction Contributions.

If any Excess Contributions are distributed more than 2½ months after the last day of the Plan Year in which the Excess Contributions arose, then Code Section 4979 imposes an excise tax on the Company with respect to those amounts.

(b) Excess Contributions. The term "Excess Contributions" means, with respect to a Plan Year, the excess of Salary Reduction Contributions and Qualified Matching Contributions, to the extent they are treated as Salary Reduction Contributions for purposes of the ADP Test, over the maximum amount of the contributions permitted under Section 3.10(a). Excess Contributions also include the income allocable to the excess described in the preceding sentence. The income allocable to Excess Contributions is determined in accordance with Subsection (c).

(c) Allocable Income/Loss.

(1) **General Rule.** Except as provided in paragraph (2) below, a Participant's Excess Contributions with respect to a Plan Year are adjusted for any income or loss up through the end of such Plan Year (but not for the period between the end of the Plan Year and the date of the distribution).

(2) **Special Rule for 2006 and 2007 Plan Years.** Any Excess Contributions made by a Participant with respect to the 2006 and 2007 Plan Years are adjusted for any income or loss up through the date of distribution.

(3) The amount of income allocable to a Participant's Excess Contributions under paragraph (1) or (2) above will be determined by the Committee in a reasonable and consistent manner and in accordance with applicable Treasury Regulations.

Section 3.12 ACP Test.

(a) In General. Annual allocations derived from Matching Contributions to the Matching Contribution Accounts must satisfy one of the following tests:

(1) **The 125% Test.** The Average ACP for Participants who are Highly Compensated Employees may not exceed the prior Plan Year's Average ACP for Participants who are Nonhighly Compensated Employees for the prior Plan Year, multiplied by 1.25.

(2) **The Alternative Limitation Test.** The Average ACP for Participants who are Highly Compensated Employees may not exceed the lesser of (i) the prior Plan Year's Average ACP for Participants who are Nonhighly Compensated Employees for the prior Plan Year, multiplied by 2, and (ii) the prior Plan Year's Average ACP for Participants who are Nonhighly Compensated Employees for the prior Plan Year, plus 2 percentage points.

The Committee may calculate the ACPs of Participants and, thus, determine whether the Plan satisfies the ACP Test under this Section by treating all or part of the Salary Reduction Contributions as Matching Contributions. The Committee may not treat Salary Reduction Contributions as Matching Contributions unless the Salary Reduction Contributions satisfy the conditions in Section 1.401(m)-1(b)(5) of the Treasury Regulations. The Committee may not include Salary Reduction Contributions in the ACP Test unless the Plan satisfies the ADP Test both with and without the Salary Reduction Contributions included in the ACP Test.

(**b) Definitions**. The following definitions apply for purposes of the Plan:

(1) **ACP**, with respect to a Participant, means the ratio (expressed as a percentage) of the amount of Matching Contributions and amounts treated as Matching Contributions allocated to the Participant's account for a Plan Year to the Participant's ACP Compensation for the Plan Year.

(2) **Average ACP**, with respect to a group of Participants, means the average of the ACPs for the group of Participants.

(3) **ACP Compensation** will have the same meaning as the term ADP Compensation, as defined in Section 3.10(b)(3).

(c) Special Rules.

(1) **Plan Aggregation - Coverage and Nondiscrimination**. For purposes of this Section, if the Plan satisfies the requirements of Code Section 40l(k), 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more of the other plans satisfy the requirements of Code Section 401(k) 401(a)(4) or 410(b) only if aggregated with this Plan, then this Section will be applied by determining the Actual Deferral Percentage of Participants as if all of the plans are a single plan. Plans may be aggregated to satisfy Code Section 401(k) only if they have the same plan year and use the same Actual Deferral Percentage testing method. Any adjustments to the Non-Highly Compensated Employee Actual Deferral Percentage for the prior year will be made in accordance with Notice 98-1 and any superseding guidance.

(2) **Plan Aggregation - Highly Compensated Employee**. For purposes of this Section, the ACP for any Participant who is a Highly Compensated Employee and who is eligible to have amounts allocated to his or her account under two or more plans described in Section 401(a) of the Code, or arrangements described in Section 401(k) of the Code that are maintained by the Company, will be determined as if the total of the amounts was made under each plan. If a Highly Compensated Employee participates in two or more cash or deferred arrangements that have different plan years, all cash or deferred arrangements ending with or within the same calendar year will be treated as a single arrangement. Notwithstanding the foregoing, certain plans will be treated as separate if mandatorily disaggregated under regulations under Section 401(m) of the Code.

(3) **Maintenance of Records**. The Committee will maintain records that demonstrate satisfaction of the ACP Test under this Section, including the extent to which the Plan treated Salary Reduction Contributions as Matching Contributions to satisfy the ACP Test.

(4) **Timing of Contributions**. For purposes of the ACP Test, Matching Contributions will be considered made for a Plan Year if made no later than the end of the 12-month period beginning on the day after the close of the Plan Year.

Section 3.13 Distribution of Excess Aggregate Contributions.

(a) In General. If for any Plan Year there are any Excess Aggregate Contributions, then on or before the 15th day of the third month following the end of such Plan Year, Excess Aggregate Contributions may be forfeited, if forfeitable, or if not forfeitable, distributed according to the following procedures:

(1) The Excess Aggregate Contributions of the Highly Compensated Employee or Employees with the largest dollar amount of Matching Contributions are reduced by distributing the amount required to cause the Highly Compensated Employee's or Employees' Matching Contributions to equal the Matching Contributions of the Highly Compensated Employee or Employees with the next

highest dollar amount. However, if a lesser reduction, when added to the total dollar amount already distributed under this step, would equal the total Excess Aggregate Contributions, the lesser amounts distributed.

(2) Repeat (1) until all Excess Aggregate Contributions are distributed.

The Committee will treat a Highly Compensated Employee's allocable share of Excess Aggregate Contributions, on a pro rata basis, as attributable to Matching Contributions and to the Salary Reduction Contributions related to those Matching Contributions that the Committee treated as Matching Contributions for purposes of the ACP Test.

If any Excess Aggregate Contributions are distributed more than 2½ months after the last day of the Plan Year in which the Excess Aggregate Contributions arose, then Code Section 4979 imposes an excise tax on the Company with respect to those amounts.

(b) Excess Aggregate Contributions. The term "Excess Aggregate Contributions" means, with respect to a Plan Year, the excess of Matching Contributions and Salary Reduction Contributions, to the extent they are treated as Matching Contributions for purposes of the ACP Test, over the maximum amount of the contributions permitted under Section 3.12(a). Excess Aggregate Contributions also include the income allocable to the excess described in the preceding sentence. The income allocable to Excess Aggregate Contributions is determined in accordance with Subsection (c).

(c) Allocable Income/Loss.

(1) **General Rule**. Except as provided in paragraph (2) below, a Participant's Excess Aggregate Contributions with respect to a Plan Year are adjusted for any income or loss up through the end of such Plan Year (but not for the period between the end of the Plan Year and the date of the distribution).

(2) **Special Rule for 2006 and 2007 Plan Years**. Any Excess Aggregate Contributions made by a Participant with respect to the 2006 and 2007 Plan Years are adjusted for any income or loss up through the date of distribution.

(3) The amount of income allocable to a Participant's Excess Aggregate Contributions under paragraph (1) or (2) above will be determined by the Committee in a reasonable and consistent manner and in accordance with applicable Treasury Regulations.

Section 3.14 Distributions of Excess Deferrals.

(a) In General. Excess Deferrals by a Participant will be distributed to the Participant no later than the first April 15 following the close of the Participant's taxable year, unless the Participant notifies the Plan that the Excess Deferrals or a portion thereof will be distributed from another plan. Notice under the preceding sentence must be submitted to the Committee in writing no later than the first March 1 following the close of the Participant's taxable year. Notwithstanding the foregoing, a Participant is deemed to have notified the Plan of

Excess Deferrals for the taxable year taking into account only Salary Reduction Contributions under the Plan.

(b) Excess Deferrals. The term "Excess Deferrals" means, with respect to a Participant, Salary Reduction Contributions, together with other elective deferrals (as defined in Section 402(g)(3) of the Code), in excess of the dollar limitation under Section 3.1(c). Excess Deferrals also include the income allocable to the excess described in the preceding sentence. The income allocable to Excess Deferrals is determined in accordance with Subsection (c).

(c) Allocable Income/Loss.

(1) **General Rule**. Except as provided in paragraph (2) below, a Participant's Excess Deferrals with respect to a Plan Year are adjusted for any income or loss up through the end of such Plan Year (but not for the period between the end of the Plan Year and the date of the distribution).

(2) **Special Rule for 2007 Plan Year**. Any Excess Deferrals made by a Participant with respect to the 2007 Plan Year are adjusted for any income or loss up through the date of distribution.

(3) The amount of income allocable to a Participant's Excess Deferrals under paragraph (1) or (2) above will be determined by the Committee in a reasonable and consistent manner and in accordance with applicable Treasury Regulations.

Section 3.15 Coordinating Corrective Distributions.

(a) Correcting Excess Deferrals After Distributing Excess Contributions. The amount of Excess Deferrals that may be distributed under Section 3.14 with respect to a Participant for a taxable year is reduced by any Excess Contributions previously distributed with respect to that Participant for the Plan Year beginning with or within that taxable year.

(b) Correcting Excess Aggregate Contributions After Distributing Excess Deferrals. The amount of Excess Contributions to be distributed under Section 3.11 with respect to a Participant for a Plan Year is reduced by any Excess Deferrals previously distributed to that Participant for the Participant's taxable year ending with or within that Plan Year.

Section 3.16 Qualified Military Service.

(a) Uniformed Services Employment and Re-employment Rights Act. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

(b) Death Benefits Under Qualified Active Military Service. In the case of a Participant who dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had

the Participant resumed and then terminated employment on account of death. This Section 3.16(b) is effective with respect to deaths occurring on or after January 1, 2007.

(c) Differential Wage Payments. Salary and wages paid to a Participant that constitutes "differential wage payments" within the meaning of Code Section 414(u)(12) shall be treated as Compensation for the purposes of Section 3.9(a)(2) to the extent required under Code Section 414(u). This Section 3.16(c) is effective with respect to Compensation paid after December 31,2008.

(d) Severance From Employment. For purposes of Code Section 401(k)(2)(B)(i)(I), a Participant shall be treated as having been severed from employment during any period the Participant is performing service in the uniformed services described in Code Section 3401(h)(2)(A). This Section 3.16(d) is effective for Plan Years beginning after December 31, 2008.

Section 3.17 Automatic Salary Reduction Contribution Arrangement.

(a) Rules of Application. Automatic Salary Reduction Contributions will be made on behalf of Covered Participants who do not have an affirmative election in effect regarding Salary Reduction Contributions. The amount of Automatic Salary Reduction Contributions made for a Covered Participant each pay period is equal to the Default Percentage multiplied by the Covered Participant's Base Salary for that pay period.

A Covered Participant will have a reasonable opportunity after receipt of the notice described in section 3.17(a)(3) to make an affirmative election regarding Salary Reduction Contributions (either to have no Salary Reduction Contributions made or to have a different amount of Salary Reduction Contributions made) before Automatic Salary Reduction Contributions are made on the Covered Participant's behalf. Automatic Salary Reduction Contributions being made on behalf of a Covered Participant will cease as soon as administratively feasible after the Covered Participant makes an affirmative election.

(b) Definitions.

(1) A "Covered Participant" is a Participant who becomes a Participant for purposes of Section 3.1 on or after January 1, 2013 and who does not have an affirmative election in effect regarding Salary Reduction Contributions.

(2) "Automatic Salary Reduction Contributions" are Salary Reduction Contributions contributed to the Plan on behalf of Covered Participants who do not have an affirmative election in effect regarding Salary Reduction Contributions. A Covered Participant's Base Salary will be reduced by an amount equal to any Automatic Salary Reduction Contributions made on the Covered Participant's behalf.

(3) The "Default Percentage" is 2%.

(c) Notice Requirement. At least 30 days, but not more than 90 days, before the beginning of the Plan Year, the Employer will provide each Covered Participant a comprehensive notice of the Covered Participant's rights and obligations with regard to Automatic Salary Reduction Contributions, written in a manner calculated to be understood by the average Covered Participant. If an employee becomes a Covered Participant after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than 90 days before the employee becomes a Covered Participant but not later than the date the employee becomes a Covered Participant.

The notice will accurately describe: (1) the amount of Automatic Salary Reduction Contributions that will be made on the Covered Participant's behalf in the absence of an affirmative election; (2) the Covered Participant's right to elect to have no Salary Reduction Contributions made on his or her behalf or to have a different amount of Salary Reduction Contributions made; and (3) how Automatic Salary Reduction Contributions will be invested in the absence of the Covered Employee's investment instructions.

ARTICLE 4

NONFORFEITABLE RIGHT TO BENEFITS

Section 4.1 Definitions. The following definitions apply for purposes of the Plan:

(a) Normal Retirement Age means age 65.

(b) Normal Retirement Date means the first day of the month coincident with or following the Participant's Normal Retirement Age.

(c) Annuity Starting Date means the first day that all events have occurred that entitle the Participant to the benefit.

(d) Deferred Retirement means the period beginning with a Participant's Normal Retirement Date and ending with the date that he or she retires from the Company.

(e) Required Beginning Date means April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires. The Required Beginning Date of a 5-percent owner (within the meaning of Section 416 of the Code), however, is the April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

(f) Beneficiary means any person (or entity) entitled to receive benefits under the Plan by reason of the death of a Participant.

(g) Prospective Beneficiary means, as to any Participant, any person who (or entity which), under the Plan or any valid beneficiary designation then in effect, would become a Beneficiary on the death of the Participant.

Section 4.2 Determination of Nonforfeitable Rights.

(a) Upon Retirement. A Participant who attains his or her Normal Retirement Date while an Employee of the Company or an Organization Under Common Control is fully vested in, and has a 100% nonforfeitable right to, his or her accounts.

(b) Upon Death or Disability. A Participant who dies while an Employee of the Company, or whose employment terminates by reason of becoming Totally and Permanently Disabled, is fully vested in, and has a 100% nonforfeitable right to, his or her accounts. Notwithstanding the foregoing, if the Participant has separated from the service of the Company and then dies or becomes Totally and Permanently Disabled, the Participant's nonforfeitable interest in his or her Retirement Savings Account is determined under the vesting schedule in Subsection (c).

(c) Upon Completion of Required Years of Vesting Service. A Participant will at all times be fully vested in, and have a 100% nonforfeitable right to, his or her Savings Account, Matching Contribution Account, Thrift Account, and Rollover Account. Except as

provided in Subsections (a) and (b), a Post-2003 Participant will have a nonforfeitable right to his or her Retirement Savings Account as follows:

(1) For Company Contributions made with respect to Plan Years beginning prior to January 1, 2007:

Number of Years of Vesting Service	Vested Percentage
Less than 5	0%
5 or more	100%

(2) For Company Contributions made with respect to Plan Years beginning on or after January 1, 2007:

Number of Years of Vesting Service	Vested Percentage
Less than 3	0%
3 or more	100%

(d) Forfeiture Following a Break in Service. In the case of a Participant who incurs five (5) consecutive One-Year Breaks in Service, any nonvested amount in the Participant's Retirement Savings Account shall be forfeited. Notwithstanding the preceding sentence, in the case of a Participant who receives a distribution of his or her entire vested benefit under the Plan after incurring a Severance from Employment or becoming Totally and Permanently Disabled, any nonvested benefits in the Participant's Retirement Savings Account shall be forfeited; provided, however that the forfeited amounts will be restored if the Participant is rehired before incurring five (5) consecutive One-Year Breaks in Service. For purposes of the preceding sentence, if the value of a Participant's vested account balance is zero at the time of the Participant's Severance from Employment or becoming Totally and Permanently Disabled, the Participant shall be deemed to receive a distribution of such zero vested account balance and any nonvested benefits in the Participant's Retirement Savings Account shall be forfeited.

ARTICLE 5

DISTRIBUTION OF BENEFITS

Section 5.1 Forms and Time of Benefit Distributions.

(a) Entitlement to Benefits. A Participant is entitled to receive a distribution of his or her nonforfeitable benefits under the Plan if the Participant has a Severance from Employment, has attained age 59 ½, or has become Totally and Permanently Disabled.

(b) Severance from Employment. For purposes of the Plan, the term "Severance from Employment" means the termination of a Participant's employment with the employer maintaining the Plan. For this purpose, the term "employer" includes any entity which is aggregated with the employer maintaining the Plan pursuant to Code Section 414(b), (c), (m), or (o). For example, if a Participant terminates his or her employment with the Company, but continues to be employed by any Organization Under Common Control, the Participant will not have a Severance from Employment. A Participant also does not have a Severance from Employment if, in connection with a change of employment, the Participant's new employer maintains the Plan with respect to the Participant. A new employer maintains a plan with respect to a Participant by continuing or assuming sponsorship of the plan or by accepting a transfer of plan assets and liabilities (within the meaning of Code Section 414(1)) with respect to the Participant.

(c) Commencement of Distributions. Distribution of benefits to which a Participant becomes entitled under Subsection (a) may commence as soon as practicable following the Participant's satisfaction of the conditions in Subsection (a).

Notwithstanding the foregoing, distribution of a benefit to a Participant under the Plan must commence no later than the earlier of:

(1) the Participant's Required Beginning Date; or

(2) the 60th day after the close of the Plan Year in which occurs the latest of the following:

(i) the date on which the Participant attains his or her Normal Retirement Date,

(ii) the 10th anniversary of the year in which the Participant commenced participation in the Plan,

(iii) the date the Participant terminates his service with the Company (or Organization Under Common Control), or

(iv) a date that is later than the dates described in (i), (ii) and (iii) above and that is specified in a written election made by the Participant. The failure of a Participant to apply for and consent to a

distribution pursuant to Section 5.5 is deemed to be an election to defer commencement of payment.

(d) Form of Distribution. In general, distributions shall be made in cash. However, a Participant may elect, in the manner prescribed by the Committee, to receive distributions from National Stock Fund A and National Stock Fund B in the form of cash or common stock of National.

Section 5.2 Amount of Distribution. When a Participant becomes entitled to receive a distribution of a benefit in accordance with this Section, he or she may elect a full or partial distribution, provided that a Participant may not receive more than one partial distribution during any calendar year, and a Participant may not receive a partial distribution of less than $1,000.

Section 5.3 Designation of Death Beneficiary. A Participant may designate a specific Prospective Beneficiary, including any class of Prospective Beneficiaries or any contingent Prospective Beneficiaries, for the benefits provided on his or her death under the Plan. The designation may be changed from time to time. All designations must be made in a manner acceptable to the Committee and will be effective when filed with the Committee.

A married Participant may designate a Prospective Beneficiary other than his or her spouse if the spouse consents in writing to the designation. Spousal consent will not be required if it is established to the Committee's satisfaction that spousal consent cannot be obtained because either there is no spouse or the spouse cannot be located, or because of other circumstances as provided for in applicable regulations. This consent must acknowledge the effect of the designation and must be witnessed by a representative of the Committee or notary public. No designation will be effective if the Prospective Beneficiary may be changed without the spouse's consent, unless the spouse's consent expressly permits the Participant to make changes in Prospective Beneficiary designations without any requirement of the spouse's further consent. Any consent under this Section will be effective only with respect to the spouse who gave his or her consent.

Section 5.4 Death Benefit Provisions.

(a) Normal Form of Payment of Death Benefits. If a Participant dies before the distribution of his or her benefits under the Plan, the Participant's entire nonforfeitable interest in the Plan will be distributed to his or her Beneficiary in a single lump sum payment in cash and/or property (as determined by the Committee in accordance with a uniform, nondiscriminatory policy) as soon as practicable, but in no event later than December 31 of the calendar year in which the fifth anniversary of the Participant's death occurs (but in the case of a Participant described in Section 5.6(b)(1), no later than December 31, 2010). Notwithstanding the foregoing, a Beneficiary may elect, in the manner prescribed by the Committee, to receive distributions from National Stock Fund A and National Stock Fund B in the form of common stock of National.

(b) Multiple Beneficiaries; Order of Taking. In general, if a Participant is survived by one or more primary Beneficiaries, benefits payable by reason of the Participant's

death will be paid only to the surviving primary Beneficiaries, and no benefit will be payable to any contingent Prospective Beneficiary. Moreover, if at least one, but fewer than all, of the primary Prospective Beneficiaries, become Beneficiaries on the Participant's death, the percentage interest of each in the benefit payable by reason of the Participant's death will be distributed to the remaining Beneficiaries in the ratio determined by comparing the percentages specified by the deceased Participant for those Beneficiaries and adjusting those percentages accordingly. (For example, if the Participant had designated three primary Prospective Beneficiaries and indicated percentages of 20%, 30% and 50% for them respectively, and if the primary Prospective Beneficiary who would have received the 50% interest predeceases the Participant, the surviving Beneficiaries would share the 50% potential interest of the deceased Prospective Beneficiary in a 2:3 ratio, increasing their respective interest to 40% and 60%.)

Notwithstanding this general rule, if the Participant's designation of Prospective Beneficiaries clearly and unambiguously (in the sole judgment of the Committee) indicates that the interest of a particular primary Prospective Beneficiary who predeceases the Participant is to be paid to one or more specified contingent Beneficiaries (to the exclusion, as to the interest, of all other primary Beneficiaries) and indicates the amount to be paid to each such contingent Beneficiary or the manner in which the amount is to be calculated, the interest of the deceased Prospective Beneficiary will be paid to the designated contingent Beneficiaries in the amounts so determined. If more than one, but fewer than all the contingent Prospective Beneficiaries become Beneficiaries by reason of the death of the Beneficiary, the interest of the deceased contingent Prospective Beneficiary (or Prospective Beneficiaries) will be divided among the surviving contingent Beneficiaries identified as to the portion to be distributed hereunder applying the ratio principle articulated in the preceding paragraph, and if no such contingent Prospective Beneficiaries survive the Participant, then the interests of all of the contingent Prospective Beneficiaries in that portion will be allocated among the surviving primary Prospective Beneficiaries applying the ratio principle articulated in the preceding paragraph.

(c) Absence of an Effective Beneficiary Designation. In the absence of an otherwise effective beneficiary designation, death benefits are payable in the following order of priority:

(1) surviving spouse, and

(2) estate.

(d) Effect of Divorce. Upon the later to occur of the effective date of the divorce of the Participant and his or her former spouse or the date on which the Committee receives written notification of the divorce, except as may otherwise be provided in a Qualified Domestic Relations Order, the rights of the former spouse under the Plan will be extinguished, and any designation of that former spouse as a Prospective Beneficiary under the Plan will be null and void unless reaffirmed by the Participant after the effective date of the divorce in a written instrument directed to the Committee and delivered to the Committee during the Participant's lifetime.

(e) Order of Death. If it is impossible to ascertain with certainty the order of death of the Participant and any Prospective Beneficiary, the Participant will be deemed to have

survived the Prospective Beneficiary unless the Participant has specifically indicated to the contrary in writing on his or her beneficiary designation form. If it is impossible to ascertain with certainty the order of death of two or more Prospective Beneficiaries, deceased primary Prospective Beneficiaries will be deemed to have survived deceased contingent Prospective Beneficiaries, unless the Participant has specifically indicated otherwise in writing on his or her beneficiary designation form.

(f) Effect of Disclaimers. To the extent that a Participant's surviving spouse or any other Beneficiary disclaims in a writing that is notarized, or that has been witnessed and authorized to the satisfaction of the Committee, all or part of any interest in a benefit payable by reason of the Participant's death, the Beneficiary will cease to be considered a Beneficiary under the Plan.

Section 5.5 Early Distribution Consent.

(a) In General. If the Participant's nonforfeitable interest in the Plan exceeds the Cash-Out Limit, no distribution will be paid to the Participant before the Participant's Required Beginning Date, unless the Participant consents to the distribution.

(b) Valid Consent. A Participant's consent is not valid unless the Participant has received a notice containing a general description of the material features of the Plan. The notice must be written in a manner that would satisfy the notice requirements of Section 417(a)(3) of the Code. The notice must be provided no less than 30 days and no more than 180 days before the Annuity Starting Date. In addition, the Participant must be informed of the right to defer receipt of the distribution. A consent also will not be valid if a significant detriment is imposed under the Plan on any Participant who does not consent to the distribution. Finally, written consent of the Participant to the distribution must not be made before the Participant receives the aforementioned notice and must not be made more than 180 days before the Annuity Starting Date.

If a distribution is one to which Sections 401(a)(l 1) and 417 of the Code do not apply, the distribution may commence less than 30 days after the notice required under Section 1.41l(a)-l1(c) of the Treasury Regulations is given, if:

(1) the Committee clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and

(2) the Participant, after receiving the notice, affirmatively elects a distribution.

Section 5.6 Minimum Distribution Required.

(a) General Rule. Except as provided in Subsection (b) below, a Participant must receive a distribution of his or her entire nonforfeitable interest in the Plan on or before his or her Required Beginning Date. If the Participant subsequently becomes entitled to an additional interest in the Plan, the Participant must receive a distribution of his or her entire nonforfeitable

interest in the Plan, if any, on or before December 31 of each calendar year including and following the year of the Required Beginning Date.

(b) Exceptions.

(1) A Participant whose Required Beginning Date is April 1, 2009 will receive the required minimum distribution for the 2008 distribution calendar year on or before April 1, 2009. The Participant will not receive a required minimum distribution for the 2009 distribution calendar year but will receive a lump sum distribution of his or her entire nonforfeitable interest in the Plan on or before December 31, 2010.

(2) A Participant whose Required Beginning Date is April 1, 2010 will not receive a required minimum distribution for the 2009 distribution calendar year but will receive a lump sum distribution of his or her entire nonforfeitable interest in the Plan on or before December 31, 2010.

(c) Definitions. For purposes of this Section, required minimum distributions shall be determined in accordance with Section 14.3, and the term "distribution calendar year" shall have the meaning set forth in Section 14.4.

Section 5.7 Involuntary Cash-Outs of Small Benefits. Notwithstanding any other provision of this Article, a Participant who has a Severance from Employment will receive a distribution of his or her entire nonforfeitable interest in the Plan in a single lump sum payment of cash or property, provided that the amount of the distribution does not exceed the Cash-Out Limit. A distribution under this Section 5.7 will be made as soon as administratively feasible following the Participant's Severance from Employment. A distribution made pursuant to this Section 5.7 will be made without the consent of the Participant.

Section 5.8 Hardship Withdrawals.

(a) General Rule. Upon the application of any Participant, the Committee, in accordance with a uniform, nondiscriminatory policy, may permit the Participant to make a withdrawal from his or her Savings Account and, effective July 1, 1998, his or her Rollover Account, if any, if and only if the following two requirements have been satisfied:

(1) the withdrawal is made on account of an immediate and heavy financial need of the Participant; and

(2) the withdrawal is necessary to satisfy such financial need.

(b) Limit on Distributable Amount. A hardship withdrawal under this Section must be limited to the Distributable Amount. "Distributable Amount" means the sum of (i) the Participant's total Salary Reduction Contributions as of the date of withdrawal and (ii) the value of the Participant's Rollover Account as of the Valuation Date coincident with or immediately preceding the date of withdrawal, the sum of which will be reduced by (iii) the amount of previous hardship withdrawals.

(c) Immediate and Heavy Financial Need. A withdrawal will be deemed to be made on account of an immediate and heavy financial need of the Participant only if the withdrawal is for:

(1) Expenses for medical care described in Section 213(d) of the Code previously incurred by the Participant, his or her spouse, or any dependents of the Participant (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Subsections (b)(1), (b) (2), and (d)(1)(B) of Section 152 of the Code) or that are necessary for these persons to obtain such medical care;

(2) Costs related directly to the purchase of a principal residence for the Participant (excluding mortgage payments);

(3) Payment of tuition, related educational fees and room and board expenses for the next 12 months of post secondary education for the Participant, his or her spouse, children or dependents (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) of Section 152 of the Code);

(4) Payments necessary to prevent the eviction of the Participant from his or her principal residence or foreclosure on the mortgage of the Participant's principal residence;

(5) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Section 152 (d)(1)(B) of the Code);

(6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to whether the loss exceeds 10% of adjusted gross income); or

(7) Other deemed immediate and heavy financial needs prescribed by the Commissioner of Internal Revenue in guidance of general applicability published in the Internal Revenue Bulletin.

(d) Necessary to Satisfy Financial Need. A withdrawal will be deemed necessary to satisfy an immediate and heavy financial need of a Participant only if all of the following requirements are satisfied:

(1) The withdrawal is not in excess of the amount of the Participant's immediate and heavy financial need. The amount of the immediate and heavy financial need may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal.

(2) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under all qualified plans maintained by the Company. See Section 8.4(c) for a special rule pertaining to the distribution of dividends from the ESOP portion of the Plan.

(3) A Participant who receives a distribution of Salary Reduction Contributions on account of hardship will be prohibited from making Salary Reduction Contributions to the Plan and all other plans of the Company for six (6) months after receipt of the hardship distribution.

(e) Uniform Rules. The Committee will adopt uniform rules of general applicability regarding the timing and frequency of withdrawals, and the method by which earning will be credited to amounts withdrawn for the period prior to the withdrawal.

Section 5.9 Loans to Participants.

(a) Trustees May Make Loans. Upon the Committee's written direction and subject to a uniform nondiscriminatory policy adopted by the Committee, the Trustees will make loans to Participants pursuant to this Section and any additional consistent rules the Committee may adopt. Loans will be made available to Participants who are parties in interest (as defined under ERISA) on a reasonably equivalent basis and will not be made available to Highly Compensated Employees, officers or shareholders in an amount greater than the amount made available to other Participants. Notwithstanding the foregoing, loans are permitted only from amounts held in a Participant's Savings Account or Rollover Account.

(b) Written Applications. The Committee will prescribe an application procedure for the loan program under the Plan, including use of an automated loan application system.

(c) Limit on Amount of Loan. The dollar amount of a loan to any Participant when added to any other loans granted under this Section, may not exceed the lesser of:

(1) $50,000, reduced by the excess (if any) of:

(i) the highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which such loan was made, over

(ii) the outstanding balance of loans from the Plan on the date on which such loan was made; or

(2) one-half of the Participant's nonforfeitable interest in the Participant's Savings Account and Rollover Account.

The Committee, pursuant to nondiscriminatory uniform rules of general application, may impose a minimum loan amount requirement and may limit the maximum number of loans which may be outstanding under the Plan.

(d) Term and Interest Rate. The term of any loan granted under this Section may not exceed five years, except in the case of a loan used to acquire a dwelling unit that, within a reasonable time (determined at the time the loan is made), is to be used as the Participant's principal residence. The unpaid balance of any loan must bear a reasonable rate of interest. The loan must be repaid in substantially level payments (with payments not less frequently than quarterly) over the term of the loan.

(e) Promissory Note Required. Each loan must be evidenced by a promissory note or notes made, executed and delivered by the applying Participant to the Committee, and each note or notes must be in a form and contain the terms and conditions required by the Committee.

(f) Security. Each loan to a Participant under this Section must be adequately secured by the Participant's nonforfeitable interest in the Plan. No more than 50% of the Participant's nonforfeitable interest in the Plan may be considered by the Plan as security for the outstanding balance of all Plan loans made to the Participant.

On default, the balance of the amount owed by a Participant may be charged by the Committee or Trustee against the Participant's interest in the Plan. However, foreclosure on a note and attachment of security will not occur until a distribution under the Plan occurs.

(g) Directed Investment. Any application for a loan under this Section will constitute a direction by the Participant that his or her nonforfeitable interest in the Plan be invested in the loan. If a loan is made under this Section, the value of a Participant's account will be adjusted as of each Valuation Date to reflect any principal and interest credited to the account as a result of the repayment of the loan by the Participant hereunder.

(h) No Loans to Shareholder-Employee or Owner Employee. No loans will be made to any "shareholder-employee" or any "owner-employee". For purposes of this requirement, a "shareholder-employee" means an employee or officer of an S corporation who owns (or is considered as owning within the meaning of Section 318(a)(1) of the Code), on any day during the taxable year of the corporation, more than 5% of the outstanding stock of the corporation. An "owner-employee" means an individual who is a sole proprietor, or who is a partner owning more than 10 percent of either the capital or profits interest of the partnership. Effective for Plan loans made after December 31, 2001, Plan provisions prohibiting loans to any shareholder-employee or owner-employee will cease to apply.

(i) Determination of Amount of Accrued Benefit Payable at Death or Distribution. The portion of the Participant's nonforfeitable interest used as a security interest held by the Plan by reason of a loan outstanding to the Participant will be taken into account as a reduction for purposes of determining the amount of the accrued benefit payable at the time of death or distribution if the reduction is used as repayment of the loan.

Section 5.10 Qualified Reservist Distributions. A Participant may withdraw all or a portion of his or her Salary Reduction Contributions as a qualified reservist distribution, as defined in Section 72(t)(2)(G) of the Code, if each of the following requirements is satisfied:

(a) The Participant is a reservist in the U.S. Armed Forces who is ordered or called to active duty for a period in excess of 179 days or for an indefinite period.

(b) The distribution is made during the period beginning on the date of the order or call described in (1) above and ending at the close of the active duty period described in (1) above.

(c) The Participant is ordered or called to active duty after September 11, 2001.

Section 5.11 Special Thrift Account Withdrawal Rules. After receiving the application of any Participant, the Committee, in accordance with uniform rules of general application, will permit the Participant to take a full or partial withdrawal of his or her Thrift Account.

Section 5.12 Special Rule for Certain Withdrawals by Officers. An Officer may not take a cash distribution funded by a voluntary disposition of any portion of his or her Account in National Stock Fund A or National Stock Fund B if, as a result of such distribution, the Officer would realize a "short-swing profit" recoverable by the Company under Section 16(b) of the Securities Exchange Act of 1934, as amended.

ARTICLE 6

ACCOUNT VALUATIONS AND ALLOCATION OF NET EARNINGS

Section 6.1 Valuation of Assets. As of each Valuation Date, the Trustees will value the various accounts maintained by the Trustees for Participants and Beneficiaries, so that the Participant and Beneficiary accounts will reflect any increase or decrease in the fair market value of the assets of the Trust as of that date. Any increase or decrease in market value will be apportioned in the same manner that income, expenses, and losses are to be apportioned in accordance with the provisions of this Article. The term "Valuation Date" means the close of the New York Stock Exchange on each Business Day of each month and any other date or dates elected by the Committee.

Section 6.2 Allocation of Income and Expenses. As of each Valuation Date, all income of the Trust for the period since the preceding Valuation Date will be credited to, and all losses and expenses of the Trust for that period will be charged to the various accounts maintained by the Trustees for Participants and Beneficiaries. These credits and charges will be made in proportion to the value of the respective accounts as of the preceding Valuation Date (after recording all credits and charges that would otherwise be made based on account balances as of the preceding Valuation Date). Further, the Trustees may adjust in a nondiscriminatory and consistent manner the credits and charges that would otherwise be made based on account balances as of the preceding Valuation Date to take into account inter-fund transfers, periodic contributions made on behalf of Participants, rollover contributions, or any other transactions occurring since the preceding Valuation Date. Notwithstanding the foregoing, any expenses of administration of the Plan that are paid from the Trust will be charged to the various accounts maintained by the Trustees in a manner determined at the discretion of the Committee or, if the Committee has delegated its responsibilities under Section 8.1 to other persons, at the discretion of those persons.

Section 6.3 Crediting Forfeitures and Contributions. After adjusting each Participant's account as of the last Business Day of the month, the Committee will credit the accounts of each Participant with his or her share of the Matching Contribution and Company Contribution with respect to such calendar month, as determined pursuant to Section 3.7. After adjusting each Participant's accounts as of the last Business Day of the Plan Year, the Committee will credit the accounts of each Participant with his or her share of the forfeited accounts available for redistribution at the close of the Plan Year determined under Section 3.5. Salary Reduction Contributions will be credited to the respective accounts as of the end of each date on or immediately preceding when such contributions were made.

Section 6.4 Alternative Accounting Procedures. Notwithstanding the accounting procedures in Sections 6.1 and 6.2, the Committee may, for administrative purposes, instruct the Trustee to establish unit values for one or more funds (or for any portion thereof) and maintain the accounts setting forth each Participant's interest in the fund (or any portion thereof) in terms of a unit value, all in accordance with any rules and procedures that the Committee deems to be fair, equitable and administratively practicable. If unit accounting is established for any fund (or any portion thereof) the value of a Participant's interest in the fund at any time will

be an amount equal to the then value of the unit in the fund (or any portion thereof) multiplied by the number of units then credited to the Participant.

Section 6.5 Notification to Participants. The Committee will notify each Participant of the amount of his or her interest in the Trust as of the close of each Plan Year. Such interest will consist of an amount equal to the total amounts credited to his or her accounts as a result of the adjustments under Sections 6.2 and 6.3.

Section 6.6 Directed Investment Accounts.

(a) Participant Directed Investments. Notwithstanding any other provision of the Plan or the Trust, a Participant or Beneficiary may, if permitted under a uniform, nondiscriminatory policy adopted by the Committee, direct that the Trustees invest amounts credited to his or her accounts in any manner authorized by the Plan or the Trust and permitted under the Code. Directions must specify the amount and the securities or other property in which the amount is to be invested. The Committee, or the Trustees, may require that a Participant or Beneficiary clarify any directions given under this Section. If a Participant makes any directions under this Section, the value of a Participant's account is adjusted as of each Valuation Date to reflect any interest or dividends credited on the accounts or any increases or decreases in the value of the investments directed by the Participant.

(b) Fiduciary Duties. In accordance with Section 404(c) of ERISA, no Participant or Beneficiary who directs an investment pursuant to this Section is considered a fiduciary by reason of his or her exercise of control over his or her accounts, and no person who is otherwise a fiduciary (including the Committee, any individual to whom responsibilities are delegated under Section 10.6, or the Trustees) has any liability for any loss, or by reason of any breach, that results from the Participant's or Beneficiary's exercise of control.

ARTICLE 7

THE TRUST

Section 7.1 **Continuation of the Trust**. National will continue a Trust under the Plan. The Trust will consist of all sums of money and other property acceptable to the Trustees that are paid or delivered to the Trustees, together with all investments made therewith and the proceeds thereof, and all earnings and profits thereon, less the payments and distributions therefrom. The Trust will be administered in accordance with the Trust and the terms of the Plan.

Section 7.2 **Disbursements Limited to Trust Assets**. Nothing contained in this Plan may be construed as obligating the Trustee to make any payment or disbursements except from funds or property held under the Trust.

Section 7.3 **Expenses of Administration and Litigation**. The reasonable costs, expenses, taxes and liabilities incurred in connection with the administration of the Plan (including, without limitation, Trustee compensation, legal fees, and accounting and actuarial expenses) or in connection with any litigation involving the Trust will be paid from the assets of the Trust, unless paid by the Company. No person who is a disqualified person (as defined in Section 4975 of the Code) and who receives full-time compensation from the Company, may receive compensation from the Trust, although he or she may be reimbursed for expenses properly and actually incurred in connection with the administration of the Plan. The Committee will direct the Trustees in the payment of expenses and liabilities pursuant to this Section.

Section 7.4 **Pooled Investment Fund or Group Trust**. Part or all of the assets of the Trust, from time to time, may be transferred to (a) any pooled investment fund of an insurance company or (b) a common or collective trust fund or pooled investment fund maintained by a bank or trust company which contemplates the commingling for investment purposes of the Trust assets with assets of other trusts. Transfers will be made in a manner consistent with the provisions of Section 4975(d)(8) of the Code.

ARTICLE 8

INVESTMENT AND VOTING OF SHARES

Section 8.1 Investment of Contributions.

(a) Salary Reduction Contributions and Company Contributions. Subject to Section 6.6, each Participant may make an investment election designating the Investment Fund(s) in which his or her future Salary Reduction Contributions and Company Contributions, as applicable, are to be invested. The following Investment Funds shall be made available by the Committee under the Plan for the investment of Salary Reduction Contributions and Company Contributions:

(1) except with regard to the investment of Company Contributions, "National Stock Fund A," invested in common stock of National, which investment option shall only be frozen or removed, short of a Plan amendment, if the Committee determines (based upon advice of counsel) that to continue offering Company stock as an option would violate ERISA;

(2) the "Investment Contract Funds," which are collective investment funds invested primarily in investment contracts issued by insurance companies and commercial banks or other types of fixed principal investments selected by the Trustees of the Investment Contract Fund;

(3) one or more "Mutual Funds" (open-end regulated investment companies) or similar funds selected by the Committee; and

(4) any other investment duly authorized by the Committee.

Each investment vehicle described in this Section, and each separate Mutual Fund or similar fund, is considered a separate Investment Fund for purposes of the Plan, and a Participant's interest in each such Investment Fund will be separately accounted for. A Participant may change his or her election pursuant to this Subsection (a) in accordance with rules set forth by the Committee. In the absence of an election pursuant to this Subsection (a), a Participant's Salary Reduction Contributions and Company Contributions will be invested in the default fund selected by the Committee.

(b) Matching Contributions. Matching Contributions will be invested at the time of contribution in "National Stock Fund B," which is invested in common stock of National. Subject to all necessary government approvals and applicable regulation, National is permitted, in its discretion, to make Matching Contributions to National Stock Fund B either in cash or in shares of common stock of National.

(c) Reinvestment of Existing Balances. A Participant may, at any time, direct that all or a portion of his or her existing account balances in one or more Investment Funds (including National Stock Fund B) be transferred among available Investment Funds in such percentages or fractions as he or she may specify, unless the Committee promulgates rules and regulations concerning same, in which case the Participant must direct such transfers in a

manner consistent with such rules and regulations. Notwithstanding the foregoing, Company Contributions may not be transferred to National Stock Fund A or B. A transfer becomes effective on the day it is communicated to the Trustees through a telephone call by the Participant or other such method or methods as the Committee may require. The Committee may limit or prohibit transfers out of or into the Investment Contract Fund in order to reflect requirements of contract(s) held in that Fund or in accordance with procedures established by the Committee to govern the operation of the Fund.

Officers are subject to the following additional restrictions concerning transfers of their existing Account balances into or out of National Stock Fund A, or out of National Stock Fund B. No Officer may transfer any portion of his or her existing Account balance into or out of National Stock Fund A, or out of National Stock Fund B, if, as a result of such transfer, the Officer would realize a "short-swing profit" recoverable by the Company under Section 16(b) of the Securities Exchange Act of 1934, as amended.

(d) Investment Rules. The Committee may prescribe uniform rules of general application concerning the investment of all contributions to the Plan. Those rules may limit the revocability of an investment election, restrict the transfer of contributions from one fund to another, and establish parameters for making temporary investments.

(e) Investment Direction by Beneficiary. In the event of a Participant's death, the Participant's Beneficiary shall have the right to direct the investment of the Participant's account balance in accordance with the provisions of this Section and Section 6.6, as if the Beneficiary were a Participant.

Section 8.2 Voting of Shares.

(a) Voting of Common Shares. Each Participant has the right to give voting instructions to the Trustees with respect to the number of shares of common stock of National that are held in the Trust on his or her behalf. Written notice of any meeting of stockholders of National and a form for instructing the Trustees how to vote will be given to each Participant entitled to give instruction by such means and in such manner as the Committee may determine. The Trustees will vote such number of shares in accordance with those instructions; provided, however, that the Trustees will vote those shares of common stock of National for which they have not received valid voting instructions from Participants in the same manner and in the same proportion as the shares of common stock of National with respect to which the Trustees received valid voting instructions are voted. Each Participant will be informed that if he or she fails to return the voting instruction form, the shares for which the Participant is entitled to direct the voting will be proportionately voted based on voting instructions actually received from other Participants.

(b) Tender or Exchange Offers. Notwithstanding any other provision of this Plan to the contrary, in the event of a tender or exchange offer for shares of common stock of National held by the Trustees in a Common Stock Fund for the account of any Participant, the Trustees have no discretion or authority to sell, convey or exchange such shares except to the extent that the Trustees are timely directed to do so in writing by the Participant, and, upon

timely receipt of such written instructions, the Trustees will so sell, convey or transfer such shares of the common stock of National.

In the event of a tender or exchange offer for shares of common stock of National held by the Trustees in a Common Stock Fund for the account of any Participant, (i) each Participant will be informed that if he or she fails to timely instruct the Trustees to tender or exchange the shares held for the Participant's account, the Trustees will not tender or exchange those shares; (ii) National and the Committee will not interfere in any manner or in any way attempt to influence a Participant's decision regarding the tender or exchange of those shares (hereinafter referred to as the "Investment Decision"); (iii) National and the Committee will adequately communicate or cause to be communicated to the Participants the provisions of the Plan relating to the tender or exchange of the shares and timely distribute to Participants all communications directed generally to the owners of the shares subject to the tender or exchange offer, and (iv) the Trustees will timely transmit to the Committee for distribution to Participants, all communications that the Trustees may receive, if any, from the offeror of the tender or exchange offer relating to the tender or exchange offer. In no event will the communications to Participants with respect to Investment Decisions or public communications directed generally to the owners of the shares subject to the tender or exchange offer, be deemed to be interference in the exercise of the Participant's Investment Decision; provided, however, that Section 510 of ERISA will apply to any communication that threatens or intimates that actions which would violate Section 510 of ERISA will or might be taken with respect to any Participant who does not make an Investment Decision in accord with the wishes of National.

Section 8.3 Designation of National Stock Funds A and B as an ESOP.

Effective on and after September 28, 2007, the portion of the Trust invested in National Stock Fund A and National Stock Fund B is designated as an Employee Stock Ownership Plan ("ESOP"). The ESOP portion of the Plan is intended to be a stock bonus plan as defined in Treasury Regulation Section 1.401-1 (b)(1)(iii) and a non-leveraged employee stock ownership plan satisfying the requirements of Sections 401(a) and 4975(e) of the Code. The ESOP portion of the Plan is designed to be invested primarily in shares of National common stock, which are qualifying employer securities within the meaning of Section 4975(e)(8) of the Code.

Section 8.4 Dividends on Stock Held in the ESOP.

(a) Election between Distribution and Reinvestment Cash dividends paid with respect to shares of stock held in the ESOP as of the record date for such dividends shall be, at the election of the Participant or Beneficiary, either (i) paid or distributed in cash to the Participant or Beneficiary, or (ii) paid to the applicable National Stock Fund and reinvested in common stock of National.

(b) Default Election. Except as provided in Subsection (c) below, if a Participant or Beneficiary fails to make a proper election under Subsection (a) with respect to a dividend, the Participant or Beneficiary shall be deemed to have elected to have the dividend paid to the applicable National Stock Fund and reinvested in common stock of National.

(c) Special Deemed Election for Hardship Withdrawals. If a Participant or Beneficiary requests a hardship withdrawal under Section 5.8 which is approved between the

ex-dividend date for a dividend and the due date for the election under Subsection (a) with respect to such dividend, the Participant or Beneficiary will be deemed to have elected that such dividend be paid or distributed in cash to the Participant or Beneficiary. This deemed election will remain in effect for subsequent dividends unless the Participant or Beneficiary affirmatively elects to have dividends paid to the applicable National Stock Fund and reinvested in common stock of National.

(d) Cash Distributions. If a Participant or Beneficiary elects a cash distribution, the distribution may, at the discretion of the Committee, be paid (i) directly to the Participant or Beneficiary or (ii) to the applicable National Stock Fund and then distributed to the Participant or Beneficiary not later than ninety (90) days after the close of the Plan Year in which paid to such fund.

(e) Committee Discretion. The Committee shall determine the scope, manner and timing of the elections, dividend payments or distributions, and reinvestment described in this Section 8.4 in any manner that is consistent with Section 404(k) of the Code and other applicable provisions of the Code and ERISA.

ARTICLE 9

TOP-HEAVY PROVISIONS

Section 9.1 Definitions. The following definitions, interpreted consistently with Code Section 416, will apply for purposes of this Article:

(a) Top-Heavy Plan. The Plan will be considered a Top-Heavy Plan for a Plan Year (beginning with the first Plan Year beginning after December 31, 1983) if any of the following conditions exists:

(1) If the Top-Heavy Ratio for this Plan exceeds 60% and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group of plans.

(2) If this Plan is a part of Required Aggregation Group of plans but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Required Aggregation Group of plans exceeds 60%.

(3) If this Plan is a part of a Permissive Aggregation Group of plans and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60%.

(b) Determination Date means the last day of the preceding Plan Year or, for the first Plan Year, the last day of the first Plan Year.

(c) Key Employee means any Employee or former Employee (and the Employee's Beneficiaries) who at any time during the Determination Period was an officer of the Company if the individual's annual compensation exceeds 50% of the dollar limitation under Code Section 415(b)(1)(A), an owner (or an individual considered an owner under Code Section 318 of one of the ten largest interests in the Company if the individual's compensation exceeds 100% of the dollar limitation under Code Section 415(c)(1)(A)), a 5% owner of the Company, or a 1% owner of the Company who has had an annual compensation of more than $150,000. Annual compensation means compensation as defined in Section 415(c)(3) of the Code, but for Plan Years beginning after December 31, 1997, including amounts contributed by the employer pursuant to a salary reduction agreement that are excludable from the employee's gross income under Sections 125, 402(e)(3), 402(h) or 403(b) of the Code, and, effective for Plan Years beginning on or after January 1, 2001, Section 132(f)(4) of the Code. The "Determination Period" is the Plan Year containing the Determination Date and the four preceding Plan Years. The determination of who is a Key Employee will be made in accordance with Code Section 416(i)(l) and the regulations thereunder.

(d) Top-Heavy Ratio means:

(1) If the Company maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Company has not maintained any defined benefit plan that during the 5-year period ending on the Determination Date(s) has or has had accrued benefits, the Top-Heavy Ratio for this Plan alone or for the Required or Permissive Aggregation Group as

appropriate is a fraction, the numerator of which is the sum of all account balances of all Key Employees as of the determination dates(s) (including any part of any account balance distributed in the 5-year period ending on the Determination Date(s)), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the 5-year period ending on the Determination Date(s)), both computed in accordance with Code Section 416 and the regulations thereunder. Both the numerator and denominator of the Top-Heavy Ratio are increased to reflect any contribution not actually made as of the Determination Date, but which is required to be taken into account on that date under Code Section 416 and the regulations thereunder.

(2) If the Company maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Company maintains or has maintained one or more defined benefit plans that during the 5-year period ending on the Determination Date(s) has or has had any accrued benefits, the top-heavy ratio for any Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with Subsection (a), and the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees as of the Determination Date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all participants as of the Determination Date(s), all determined in accordance with Code Section 416 and the regulations thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an accrued benefit made in the 5-year period ending on the Determination Date.

(3) For purposes of paragraphs (1) and (2) the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the Determination Date, except as provided in Code Section 416 and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a participant who is not a Key Employee but who was a Key Employee in a prior year, or who has not been credited with at least one hour of service with any employer maintaining the plan at any time during the 5-year period ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code Section 416 and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the Top-Heavy Ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

(4) The accrued benefit of a Participant other than a Key Employee is determined under the method, if any, that uniformly applies for accrual purposes

under all defined benefit plans maintained by the Company, or if there is no method, as if the benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code Section 411(b)(1)(C).

(e) Required Aggregation Group includes: (i) each qualified plan of the Company in which at least one Key Employee participates or participated at any time during the Determination Period (regardless of whether the plan has terminated), and (ii) any other qualified plan of the Company that enables a plan described in (i) to meet the requirements of Code Sections 401(a)(4) or 410.

(f) Permissive Aggregation Group means the Required Aggregation Group of plans plus any other Company plan or plans that, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Code Sections 401(a)(4) and 410.

(g) Top-Heavy Valuation Date means, with respect to each Plan Year, the Determination Date.

(h) Top-Heavy Compensation has the same meaning as Compensation as defined in Code Section 415(c)(3).

(i) Qualified Top-Heavy Participant, for any Plan Year in which the Plan is a Top-Heavy Plan, means any Participant who has not had a Severance from Employment at the end of the Plan Year, regardless of the Participant's Hours of Service during the Plan Year, Compensation for that year or failure to make Salary Reduction Contributions during the Plan Year.

(j) Super Top-Heavy Plan. The Plan will be considered a Super Top-Heavy Plan if the Plan would meet the definition of a Top-Heavy Plan if 90% were substituted for 60% in each place it appears in Subsection 9.1(a).

(k) Non-Key Employee means any Employee of the Company who is not a Key Employee.

Section 9.2 Top-Heavy Rules.

(a) Application of Top-Heavy Rules. If the Plan is a Top-Heavy Plan for a Plan Year, the provisions of this Section will become applicable for the Plan Year. Notwithstanding the preceding sentence, the top-heavy rules of this Section will not apply with respect to any Employee included in a unit of Employees covered by a collective bargaining agreement between Employee representatives and one or more employers if there is evidence that retirement benefits were the subject of good faith bargaining between the Employee representatives and the employer or employers.

(b) Minimum Company Contribution. In any Plan Year in which the Plan is a Top-Heavy Plan, there will be allocated to each Qualified Top-Heavy Participant, before any other allocations are made under the Plan, the lesser of 3% of the Participant's Top-Heavy Compensation or the percentage at which contributions and forfeitures are allocated under the

Plan for the Plan Year with respect to the Key Employee for whom the percentage is the highest for the Plan Year. The latter percentage will be determined by dividing the contributions (including Salary Reduction Contributions) and forfeitures allocated to the Key Employee by his or her Top Heavy Compensation for the Plan Year. For purposes of this Section, Salary Reduction Contributions, matching contributions required to pass the actual deferral percentage test of Code Section 401(k)(3), and matching contributions required to pass the actual contribution percentage test of Code Section 401(m), of an Employee who is not a Key Employee may not be considered in meeting this minimum contribution requirement. If in any Plan Year the Plan is a Top-Heavy Plan, and a Non-Key Employee who is eligible to be a Participant hereunder also participates in a defined benefit plan of the Company, the minimum contribution will be provided under the defined benefit plan.

(c) Limitation on Contributions and Benefit. For Plan Years beginning before January 1, 2000, if the Plan is a Top-Heavy Plan in any Plan Year, 1.00 will be substituted for 1.25 in calculating the Defined Benefit Fraction and the Defined Contribution Fraction. Notwithstanding the preceding sentence, in any Plan Year in which the Plan is a Top-Heavy Plan but not a Super Top-Heavy Plan, 1.00 will not be substituted for 1.25 if the Company makes an additional minimum Company contribution under Subsection (b) by substituting 4% for 3%.

(d) Special Rule for Non-Key Employees in Two Plans. For Plan Years beginning before January 1, 2000, if the Plan is a Top-Heavy Plan in any Plan Year, and an Employee who is not a Key Employee participates both in the Plan and in a defined benefit plan that is top-heavy and that is included in an Aggregation Group, 5% will be substituted for 3% in Subsection (b) and 1.00 will not be substituted for 1.25 under Subsection (c) if the Company makes an additional minimum contribution under Subsection (b) by substituting 7½% for 3%.

Section 9.3 Modification of Top-Heavy Rules.

(a) Effective Date. This section shall apply for purposes of determining whether the Plan is a top-heavy plan under Section 416(g) of the Code for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Section 416(c) of the Code for such years. This section amends the preceding provisions of this Article 9.

(b) Determination of Top-Heavy Status. Key employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Company having annual compensation greater than $130,000 (as adjusted under Section 416(i)(l) of the Code for Plan Years beginning after December 31, 2002), a 5-percent owner of the Company, or a 1-percent owner of the Company having annual compensation of more than $150,000. For this purpose, annual compensation means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

(c) Determination of Present Values and Amounts. This Section will apply for purposes of determining the present values of accrued benefits and the amounts of account balances of Employees as of the Determination Date.

(1) **Distributions During Year Ending on the Determination Date**. The present values of accrued benefits and the amounts of account balances of an Employee as of the Determination Date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the Determination Date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than Severance from Employment, death, or disability, this provision shall be applied by substituting "5-year period" for "1- year period."

(2) **Employees not Performing Services During Year Ending on the Determination Date**. The accrued benefits and accounts of any individual who has not performed services for the Company during the 1-year period ending on the Determination Date shall not be taken into account.

(d) Minimum Benefits—Matching Contributions. Matching Contributions shall be taken into account for purposes of satisfying the minimum contribution requirements of Section 416(c)(2) of the Code and the Plan. The preceding sentence shall apply with respect to Matching Contributions under the Plan or, if the Plan provides that the minimum contribution requirement shall be met in another plan, such other plan. Company Matching Contributions that are used to satisfy the minimum contribution requirements shall be treated as Matching Contributions for purposes of the actual contribution percentage test and other requirements of Code Section 401 (m).

ARTICLE 10

ADMINISTRATION OF PLAN

Section 10.1 **Appointment of Committee**. The Chief Executive Officer of National will appoint a committee consisting at all times of one or more persons to be known as the "Committee". Any person, including an officer, director, shareholder or employee of National is eligible for appointment as a member of the Committee. The Chief Executive Officer of National may at any time remove a member of the Committee and appoint a successor. The Committee is a "named fiduciary" under Section 402(a)(l) of ERISA.

Section 10.2 **Administration of the Plan**. The Committee has the full discretionary authority and responsibility to control and manage the operation and administration of the Plan for the exclusive benefit of Participants and their Beneficiaries as required under ERISA and the Code.

In its sole discretion, the Committee has the exclusive and complete authority to interpret the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. By way of example, and not by way of limiting the general grant of authority and discretion described above, the Committee will: be the sole and exclusive arbiter of all questions arising with respect to issues under the Plan as to coverage and eligibility, both as to participation and as to benefits and the amount of benefits, and the determination of a Participant's interest in the Trust; have the full and complete discretion, authority and power to make factual determinations relating to the amount and manner of allocations and distributions of benefits; have the full and complete discretion, authority and power to determine whether a domestic relations order constitutes a Qualified Domestic Relations Order and whether a putative Alternate Payee otherwise qualifies for benefits under the Plan; have the full and complete discretion, authority and power to determine whether the Plan has suffered a de facto termination; and have the full and complete discretion, authority and power to make all factual findings. The Committee has the full and complete discretionary authority and power to correct any defect, supply any omission or reconcile any inconsistency, including but not limited to mathematical or arithmetical errors, resolve any ambiguity and to construe the terms of the Plan, in any manner and to any extent that it deems necessary to carry out the purposes of the Plan. The Committee may adopt any rules it deems advisable for administering the Plan. In all events, the Committee's decision in any and all such matters will be binding and conclusive on all parties.

The Committee is responsible for filing those returns with government agencies that are required to be filed by plan administrators under ERISA and the Code. The Committee is also responsible for distributing those reports to Participants and Beneficiaries that are required to be distributed by plan administrators under ERISA and the Code.

The Committee has full authority to control and manage the operation and administration of the Plan, except to the extent that the Trustees, under the provisions of the Plan and the Trust Agreement, have exclusive authority and responsibility to manage and control the assets of the Plan. The Committee has the discretionary authority and power to select a successor Trustee.

Section 10.3 **Compensation and Expenses**. Members of the Committee will serve without compensation in their capacity as Committee members. The Company or the Trust, as determined in accordance with Section 7.3, may pay the expenses of the Committee incurred in connection with the administration of the Plan.

Section 10.4 **Liability and Indemnification**. Except for their own gross negligence or willful misconduct, the members of the Committee and any individual to whom responsibilities are delegated under Section 10.6 are not liable to anyone for any act or omission in the course of the administration of the Plan. In any case, to the extent permitted by law, the Company will indemnify the members of the Committee and any individual to whom responsibilities are delegated under Section 10.6 against any liability (not reimbursed by insurance) incurred in the course of the administration of the Plan or the management of Trust assets, except liability arising from their own gross negligence or willful misconduct.

Section 10.5 **Agents**. The Committee may employ any agents, including counsel, as it deems advisable for the administration of the Plan. Agents need not be Participants under the Plan.

Section 10.6 **Delegation of Authority**.

(a) **In General**. The members of the Committee may allocate their responsibilities among themselves or delegate other persons to carry out their responsibilities under Section 8.1 and Section 10.2. Any allocation or delegation of fiduciary responsibilities will be in writing, approved by majority vote. An allocation or delegation may be changed or ended by majority vote. Any allocation or delegation may include the power to subdelegate without further recourse to the Committee.

(b) **Liability**. If the members of the Committee delegate responsibilities to other persons under Subsection (a), they will not be liable for any act or omission of any person to whom such responsibilities are delegated, except as provided in Section 405(c)(2) of ERISA.

Section 10.7 **Actions by the Committee**. Actions of the Committee will be by majority vote either at a meeting or in writing without a meeting. However, a direction, certificate, statement or other declaration signed by a member of the Committee designated as a representative to sign such documents will be conclusive evidence of the regularity of such direction, certificate, statement or declaration.

Section 10.8 **Disqualification of a Committee Member**. A member of the Committee may not vote on any question relating specifically to himself or herself, or his or her Beneficiary.

Section 10.9 **Administrative Delays**. To facilitate Plan mergers and spin-offs, changes in administration or Plan design, market disruptions, and other comparable circumstances, the Committee may establish reasonable time periods during which Participants' elections, distributions and withdrawals will be delayed.

Section 10.10 **Funding Policy**. The Committee will establish and review the funding policy of the Plan, taking into consideration the short-term need for liquidity in Trust

assets and the long-term goals for investment growth. The Committee will communicate the funding policy and any changes of funding policy in writing to the Trustees.

Section 10.11 Valuation. Notwithstanding the provisions of Article 6, the Committee may change its valuation methods and procedures at any time without advance notice to Participants. The Committee may, under unusual circumstances, direct that Participants' accounts be valued as of a date other than that provided under its normal rules to protect the financial integrity of the Plan or for other reasons the Committee deems appropriate.

Section 10.12 Use of Electronic Media. To the extent permitted by the Code, ERISA and applicable Treasury and Department of Labor Regulations, the Committee may disseminate Plan Information to Participants, former Participants and Beneficiaries, and may obtain elections and other information from Participants, former Participants and Beneficiaries, in the form of an Electronic Communication.

If permitted by the Committee, a Participant, former Participant and Beneficiary may, by means of an Electronic Communication and in accordance with rules and procedures established by the Committee, make decisions regarding his or her accounts. If this is done, he or she will be deemed to have given his or her written consent and authorization to any action resulting from his or her Electronic Communication.

"Electronic Communication" means a communication between a Participant, former Participant or Beneficiary and the Committee pursuant to an electronic or telephonic system maintained by the Committee or its delegee and communicated to Participants, former Participants and Beneficiaries.

"Plan Information" includes certain notices, statements, summary plan descriptions, summaries of material modifications, summary annual reports, and forms necessary for the operation of the Plan.

Section 10.13 Claims Procedure.

(a) Filing a Claim for Benefits. If an Employee disputes the Committee's decision with respect to the Employee's eligibility to become a Participant, if a Participant disputes the amount of contribution allocated to the Participant or the determination of his or her interest in the Trust, or if an Employee, a Participant or his or her Beneficiary does not receive benefits to which he or she believes he or she is entitled, the person (the "Claimant") may file a claim in writing with the Committee.

(b) Committee's Notice of Decision. If the Committee totally or partially denies the claim, the Committee will notify the Claimant in writing within 90 days after receiving the claim. If the Committee determines that special circumstances require an extension of time to issue the notice of decision, the Committee must furnish, prior to the end of the initial 90-day period, a written extension notice. In no event may the extension exceed a period of 90 days from the end of the initial 90-day period. The extension notice must indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render a determination.

The written notice of decision will state the specific reason for denial of the claim and make a specific reference to the Plan provisions on which the denial is based. It will describe any additional material the Claimant may need to submit to the Committee to have the claim approved, and will give the reasons the material is necessary. In addition, the notice will explain the claim review procedure.

(c) Anneal of Adverse Benefit Determination. If the Claimant receives a notice that the claim has been denied, the Claimant, or his or her authorized representative, may appeal to the Committee to review the claim. The Claimant must submit a written request for review to the Committee within 60 days after the date the written notice of denial of the claim is received. In connection with a request to review an adverse benefit determination, a Claimant, or his or her authorized representative, (1) may submit written comments, documents, records, and other information relating to the claim for consideration by the Committee; and (2) will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits. The Committee's review will take into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether the information was submitted or considered in the initial benefit determination.

The Committee will notify a Claimant of the Plan's benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the Claimant's request for review by the Plan, unless the Committee determines that special circumstances require an extension of time for processing the review. If the Committee determines that an extension of time for processing is required, written notice of the extension will be furnished to the Claimant prior to the termination of the initial 60-day period. In no event will an extension exceed a period of 60 days from the end of the initial 60-day period. The extension notice will describe the special circumstances that require an extension of the time and the date by which the Committee expects to render the determination on review.

In the case of an adverse benefit determination on review, the written notice of determination will include the specific reason or reasons for the adverse determination, a reference to the specific Plan provisions on which the benefit determination is based, a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents records and other information relevant to the Claimant's claim for benefits, and a statement of the Claimant's right to bring an action under Section 502(a) of ERISA.

For purposes of this Subsection (c), a document, record or other information will be considered "relevant" to a Claimant's claim if the document, record or other information (i) was relied upon in making the benefit determination, (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether that document, record or other information was relied upon in making the benefit determination, and (iii) demonstrates compliance with the administrative processes and safeguards required in making the benefit determination. The Committee's decision is final and conclusive.

(d) Legal Actions. No legal action may be brought in court on a claim for benefits under the Plan after 180 days following the Committee's decision on appeal (or 180 days following the expiration of the time to make an appeal if no appeal is made).

ARTICLE 11

RIGHT TO ALTER, AMEND OR TERMINATE

Section 11.1 Plan Amendments.

(a) Right to Alter or Amend. Subject to Subsection (c), the Board of Directors of National reserves the right to amend, alter, modify or suspend, in whole or in part, any provision or provisions of the Plan and the Trust at any time, retroactively or otherwise; provided, however, that the Committee may select a successor Trustee to serve pursuant to such terms and conditions as set forth in the agreement with such successor Trustee, the provisions of which may be amended, altered, modified or suspended, in whole or in part, at any time, retroactively or otherwise, by the Committee.

(b) Officers Right to Make Limited Amendments. Subject to Subsection (c), the Chief Executive Officer, President or Secretary of National may modify or amend the Plan in any manner, prospectively or retroactively, including restatement of the Plan, modify or amend the method of funding the Plan or to make any other change therein, including but not limited to amendments that:

(1) Counsel advises are necessary or appropriate to assure qualification of the Plan with appropriate provisions of the Code, or to comply with any other applicable law, governmental rules or regulations;

(2) Are advisable to make technical or clarifying changes to the Plan;

(3) The Trustees may require; or

(4) Are otherwise advisable or appropriate.

Notwithstanding the foregoing, no amendment may be effectuated, other than with approval of the Board of Directors of National, if it would materially increase benefits under the Plan or otherwise materially increase the cost of the Plan.

(c) Limitations on Power of Amendment. No amendment, alteration, modification or suspension is effective if it:

(1) increases the duties or responsibilities of the Trustees without their written consent;

(2) vests in the Company any right, title or interest in or to any property or funds held under the Trust;

(3) diverts any part of the Trust for purposes other than for the exclusive benefit of Participants or their Beneficiaries;

(4) reduces the accrued benefit of any Participant or decreases a Participant's nonforfeitable interest; or

(5) eliminates or reduces a "protected benefit" (within the meaning of Section 411(d)(6) of the Code and the regulations thereunder) with respect to benefits attributable to service rendered before the later of the adoption date or effective date of the amendment, alteration, modification or suspension, except as permitted by Section 411(d)(6) of the Code and the regulations thereunder.

(d) Form of Amendment. Any amendment, alteration, modification or suspension must be set forth in a resolution adopted by the Board of Directors of National or in a written instrument executed by National.

Section 11.2 Plan Termination.

(a) Right to Terminate. The Company reserves the right to revoke or terminate the Plan and the Trust at any time with respect to its Employees, in whole or in part, or to reduce, suspend or discontinue its contributions under the Plan. Revocation, termination, reduction, suspension or discontinuance are effective upon the date set forth in the resolution of the Board of Directors of the Company authorizing the action.

(b) Disposition of Assets on Termination. Upon termination (but not partial termination) of the Plan, the Trustees will dispose of the assets of the Trust by (1) valuing the assets, (2) allocating the assets to the accounts of each Participant, and (3) distributing to the Participants their nonforfeitable interest as soon as practicable following the termination in accordance with Article 5.

Section 11.3 Merger or Consolidation. This Plan will not be merged or consolidated with, nor may its assets or liabilities be transferred to, any other plan unless each Participant would receive a benefit immediately after the merger, consolidation or transfer (if the Plan then terminated) that is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan then terminated).

ARTICLE 12

DIRECT ROLLOVERS

Section 12.1 Direct Rollovers. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Article, a distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

Section 12.2 Definitions.

(a) Eligible Rollover Distribution. An eligible rollover distribution shall have the meaning set forth in Section 401(a)(31)(D) of the Code. Notwithstanding the foregoing, for distributions made prior to January 1, 2010, a distribution to a non-spouse Beneficiary will not constitute an eligible rollover distribution unless the distribution is made during the year of the Participant's death.

(b) Eligible Retirement Plan. An eligible retirement plan refers to any of the following entities, provided that the entity accepts the distributee's eligible rollover distribution: (i) an individual retirement account described in Section 408(a) of the Code, (ii) an individual retirement annuity described in Section 408(b) of the Code, (iii) an annuity plan described in Section 403(a) of the Code, (iv) a qualified trust described in Section 401(a) of the Code, (v) an annuity contract described in Section 403(b) of the Code, (vi) an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or (vii) effective for distributions made after December 31,2007, and to the extent permitted by law, a Roth IRA. The definition of eligible retirement plan will also apply in the case of an eligible rollover distribution to a surviving spouse, or to a spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code. In the case of an eligible rollover distribution to a non-spouse Beneficiary, an eligible retirement plan is limited to an individual retirement account or an individual retirement annuity that is established for the purpose of receiving the distribution on behalf of such Beneficiary, as described in Section 402(c)(11) of the Code.

(c) Distributee. A distributee includes a Participant or former Participant. In addition, the Participant's or former Participant's surviving spouse and the Participant's or former Participant's spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Effective for distributions made after December 31, 2006, a distributee also includes a non-spouse Beneficiary, subject to the limitations set forth in Subsections (a) and (b).

(d) Direct Rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE 13

MISCELLANEOUS PROVISIONS

Section 13.1 New York and Applicable Federal Law Govern. The Plan will be construed and all Plan provisions will be administered according to the laws of the State of New York and applicable federal law.

Section 13.2 Headings for Convenience. The headings and subheadings of the Plan are inserted for convenience and reference only, and are not to be used in construing the Plan or any of its individual provisions.

Section 13.3 Rights of All Interested Parties Determined by the Terms of the Plan. The Plan and Trust are purely voluntary on the part of the Company. The Trust is the sole source of benefits and in no event is the Company liable or otherwise responsible for benefits. The Plan is binding upon the Company and all Participants under the Plan, and upon their respective heirs, executors, administrators, successors and assigns, and upon all persons having or claiming to have any interest of any kind or nature in or under the Plan or the Trust.

Section 13.4 Spendthrift Clause.

(a) In General. Except as provided in Subsections (b) and (c), or pursuant to an order of a court of competent jurisdiction to the contrary, none of the payments, benefits or rights of any Participant, Beneficiary, Prospective Beneficiary or Alternate Payee will be subject to any claim of any creditor. In particular, to the fullest extent permitted by law, all such payments, benefits and rights will be free from attachment, garnishment, trustee's process, or any other legal or equitable process available to any creditor of such Participant, Beneficiary, Prospective Beneficiary or Alternate Payee. Except as provided in Subsection (b), no person entitled to any payment, benefit or right under the Plan will have the right to alienate, anticipate, commute, pledge, encumber or assign any of the payments, benefits or rights which he may expect to receive, contingently or otherwise, under the Plan.

(b) Exceptions. The following will not be precluded by the operation of Subsection (a):

(1) the withholding of income taxes from distributions (whether by legal mandate or by election of the prospective distributee) and transmittal of the amounts so withheld to appropriate tax collection authorities;

(2) any arrangement for recovery by the Plan of overpayments of benefits previously made to or for the benefit of the Participant or other person with respect to whom the arrangement applies;

(3) transfer of any eligible rollover distribution from the Plan to any eligible retirement plan as described in Article 12;

(4) direct deposit arrangements with respect to benefits if the direct deposits authorized by the arrangement is to an account of the payee (or a joint account of the payee and his spouse) at a bank or other financial institution;

(5) any assignment or alienation of benefits in pay status to the extent that the assignment or alienation: (i) is voluntary and revocable, (ii) is not for the purpose of, nor has the effect of, defraying Plan administration costs; and (iii) does not, when combined with all other such assignments in the aggregate, exceed 10% of any benefit payment;

(6) any assignment to the Company if the assignment is revocable at any time, and the Company files with the Committee a written acknowledgment meeting the requirements of Treasury Regulation Section 1.401(a)-13(e)(2) (or a successor regulation of similar purpose); and

(7) the enforcement of a federal tax levy made pursuant to Code Section 6331 or the collection by the United States on a judgment resulting from an unpaid tax assessment.

(c) Applicability of a Qualified Domestic Relations Order. Compliance with the provisions and conditions of any Qualified Domestic Relations Order will not be deemed a violation of the provisions of Subsection (a).

Section 13.5 Qualified Domestic Relations Order.

(a) In General. "Qualified Domestic Relations Order" has the same meaning as it has in Code Section 414(p).

The Committee will establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Upon receipt of a domestic relations order made pursuant to state law the Committee will:

(1) promptly notify the Participant and any other Alternate Payee, as defined by Code Section 414(p)(8), of the receipt of the order and the Plan's procedures for determining its qualified status;

(2) determine within a reasonable period after its receipt whether the order is a Qualified Domestic Relations Order, and notify the Participant and any other Alternate Payee of the determination; and

(3) segregate in a separate account in the Plan the amounts which would have been payable to the Alternate Payee designated in the order during the period of determination specified in paragraph (2), if the order has been determined to be a Qualified Domestic Relations Order.

If the Committee determines that the order is a Qualified Domestic Relations Order, it will then direct the Trustees to comply with the order and will release the amounts held in the segregated account to the Alternate Payee designated in the order.

To the extent provided under a Qualified Domestic Relations Order, a Participant's former spouse will be treated as the spouse for all purposes under the Plan. The Committee may direct that distributions to an Alternate Payee pursuant to a Qualified Domestic Relations Order commence prior to the Participant's earliest retirement age (within the meaning of Section 414(p)(4)(B) of the Code). The Alternate Payee will be paid his or her benefit in a lump-sum payment notwithstanding the value of such lump-sum payment, unless the Qualified Domestic Relations Order specifies a different manner of payment permitted by the Plan; the Alternate Payee will not be required to consent to such lump-sum payment.

Distributions are permitted to be made under a Qualified Domestic Relations Order, regardless of whether the affected Participant has met the criteria required for a distribution to the Participant under the Plan.

(b) Pre-1985 Domestic Relations Orders. A domestic relations order entered before January 1, 1985 will be treated as a Qualified Domestic Relations Order if payment of benefits under the order has commenced as of that date, and a domestic relations order may be treated as a Qualified Domestic Relations Order if payment of benefits has not commenced as of that date, even though the order does not satisfy the requirements of Code Section 414(p).

Section 13.6 Notice to Employees. Notice of the existence and the provisions of the Plan are communicated by the Committee to all individuals who are or who become Participants.

Section 13.7 No Employment Rights Created. The creation and maintenance of the Plan does not confer on any Employee any right to continued employment, and all Employees remain subject to discharge to the same extent as if the Plan had never been established.

Section 13.8 Diversion from Employees Prohibited. Except as otherwise permitted by law, no part of the corpus or income of any trust fund maintained pursuant to the Plan or of any funds contributed to any such trust fund may be used for, or diverted to purposes other than the exclusive benefit of Participants or their Beneficiaries. In the event the Company makes an excessive contribution under a mistake of fact pursuant to Section 403(c)(2)(A) of ERISA, the Company may demand repayment of the excess contribution at any time within one year following the time of payment and the Trustees will return the excess amount to the Company within the one year period. Earnings of the Plan attributable to the excess contributions may not be returned to the Company but any losses attributable thereto must reduce the amount returned. Contributions made by the Company are conditioned on the deductibility of the contributions under Section 404 of the Code and will be returned to the Company, to the extent disallowed, within one year after the disallowance of the deduction.

Section 13.9 Right to Judicial Accounting. Nothing contained in the Plan may be construed as depriving the Trustees of the right to have a judicial settlement of their accounts. Upon any proceeding by the Trustees for a judicial settlement or for instructions, the only necessary party thereto in addition to the Trustees is the Company. None of the Participants or other Beneficiaries of the Plan have any right to compel an accounting, judicial or otherwise, by

the Trustees, and all parties will be bound with respect to all accounts submitted by the Trustees to the Company as provided by the Plan and Trust.

Section 13.10 Transfer of Funds to Another Plan.

(a) In General. If (1) a Participant under the Plan becomes a participant under any other plan qualified under Section 401(a) of the Code, (2) the trust under the other plan is exempt from tax under Section 501(a) of the Code, and (3) the other plan provides that amounts may be transferred to it from other qualified plans in which the Employee has been eligible to participate, then the Participant may elect, subject to approval by the Committee, to transfer such amount from the Plan to such other plan to be held in trust and invested in accordance with that plan. In the case of a transfer to another plan made under this Section, the entire amount available for transfer is transferred as soon as administratively feasible.

(b) Transfer of Assets and Liabilities for Certain Former Eligible Employees Who Continue Employment with the Company. This Section 13.10(b) shall apply if a Participant ceases to be an Eligible Employee in connection with a change in employment which results in such Participant commencing participation in the Union Plan (as defined in Section 2.2(a)).

(1) If a Participant becomes a participant in the Union Plan, there shall be transferred from this Plan to the Union Plan the entire accrued benefit of the Participant, and assets equal in value to the Participant's accounts under this Plan on the date as of which the accrued benefit is transferred. The transfer of the entire accrued benefit of the Participant and the Plan assets shall occur as soon as administratively feasible following the date on which the Participant ceases to be an Eligible Employee.

(2) If an Employee is reinstated as a Participant in this Plan, any accrued benefit previously transferred from this Plan to the Union Plan shall be transferred from the Union Plan to this Plan, together with assets equal in value to the accounts of the participant under the Union Plan.

(3) Any transfer of assets from or to this Plan to or from the Union Plan pursuant to this Section 13.10(b) shall comply with the requirements of Internal Revenue Code Section 414 and applicable Treasury Department Regulations, rulings and releases thereunder.

Section 13.11 Forfeiture on Account of Inability to Locate Participant or Beneficiary. Notwithstanding any other provision of the Plan, if a benefit becomes payable to a Participant or to his or her Beneficiary and if the Company, after all reasonable efforts, is unable to locate the Participant or Beneficiary, the benefit payable to the Participant or Beneficiary is forfeited.

If a benefit is forfeited due to the Company's inability to locate a Participant or Beneficiary, and the Participant or his or her Beneficiary subsequently makes a claim for the benefit, the benefit is then reinstated. Any reinstatement of forfeited amounts under this Section

is first made from forfeitures, if any, occurring during the Plan Year in which the reinstatement occurs, and then, if necessary, by an additional contribution by the Company.

Section 13.12 Incapacity of Person Entitled to Payment. If any person entitled to receive any benefits under the Plan ("distributee") is, in the judgment of the Committee, legally, physically, or mentally incapable of personally caring for his or her affairs, unless prior claim has been made by a duly qualified guardian or other legal representative, the Committee may instruct the Trustees to make distribution to the other person, persons, or institutions as, in the judgment of the Committee, maintains, has custody of, or is otherwise responsible for the distributee. Any such payment is a payment for the distributee's account and is a complete discharge of any liability of the Plan therefor.

Section 13.13 Adoption of Plan by Organization Under Common Control. With the consent of the Board of Directors of National, the Plan may be adopted by any Organization Under Common Control with National for the benefit of all or a limited group of the organization's Employees as specified in an agreement to adopt the Plan executed by the organization and the Board of Directors of the Company. If an Organization Under Common Control adopts the Plan, the term "Company" also refers to the organization.

Section 13.14 Rules Relating to the Correction of Administrative Errors. The Committee may take any actions it considers necessary and appropriate to remedy any inequity that results from incorrect information received or communicated in good faith, or as a consequence of an administrative or operational error. The Committee's actions may include, but are not limited to: (i) taking any action permitted under the employee plans compliance resolution system of the Internal Revenue Service, any asset management or fiduciary conduct error correction program available through the Department of Labor, any similar correction program instituted by the Internal Revenue Service, Department of Labor or other administrative agency, (ii) reallocation of Plan assets, (iii) adjustments in amounts of future payments to Participants, Beneficiaries or Alternate Payees, and (iv) institution and prosecution of actions to recover benefit payments made in error or on the basis of incorrect or incomplete information.

ARTICLE 14

MODIFIED MINIMUM DISTRIBUTION REQUIREMENTS

Section 14.1 General Rules.

(a) Effective Date. The provisions of this Article will apply for purposes of determining required minimum distributions for distribution calendar years beginning with the 2003 calendar year, as well as required minimum distributions for the 2002 distribution calendar year that are made on or after January 1, 2002.

(b) Coordination with Minimum Distribution Requirements Previously in Effect. If the effective date of this Article is earlier than calendar years beginning with the 2003 calendar year, required minimum distributions for 2002 under this Article will be determined as follows. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Article equals or exceeds the required minimum distributions determined under this Article, then no additional distributions will be required to be made for 2002 on or after such date to the distributee. If the total amount of 2002 required minimum distributions under the Plan made to the distributee prior to the effective date of this Article is less than the amount determined under this Article, then required minimum distributions for 2002 on and after such date will be determined so that the total amount of required minimum distributions for 2002 made to the distributee will be the amount determined under this Article.

(c) Precedence. The requirements of this Article will take precedence over any inconsistent provisions of the Plan.

(d) Requirements of Treasury Regulations Incorporated. All distributions required under this Article will be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Internal Revenue Code.

(e) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Article, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

Section 14.2 Time and Manner of Distribution.

(a) Required Beginning Date. Except as provided in Section 5.6, the Participant's entire interest will be distributed to the Participant no later than the Participant's Required Beginning Date.

(b) Death of Participant Prior to Distribution. If a Participant dies prior to the Participant's Required Beginning Date, the Participant's entire remaining interest will be distributed to the Participant's designated beneficiary no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Participant After Distributions Commence. If a Participant described in Section 5 .6(b)(1) dies on or after April 1, 2009 but before his or her entire interest is distributed, the Participant's entire remaining interest will be distributed to the Participant's designated beneficiary no later than December 31, 2010.

Section 14.3 Calculation of Required Minimum Distributions. For Participants described in Section 5.6(b)(1), the minimum amount that will be distributed on or before April **1,** 2009 is the lesser of:

(a) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(b) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's spouse and the Participant's spouse is more than ten years younger than the Participant, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

Section 14.4 Definitions.

(a) Designated beneficiary means the individual who is designated as the Beneficiary under Section 5.3 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury Regulations.

(b) Distribution calendar year means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date.

(c) Participant's account balance means the account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(d) **Required beginning date** means the date specified in Section 4.1(e) of the Plan.

NATIONAL FUEL GAS COMPANY

By: /s/ P.M. Ciprich
Title: Secretary
Date: December 11, 2015

SCHEDULE A

The following Organizations Under Common Control have adopted the Plan:

National Fuel Gas Supply Corporation

National Fuel Gas Distribution Corporation

Highland Forest Resources, Inc.

Leidy Hub, Inc. (formerly Enerop Corporation)

Seneca Resources Corporation

Utility Constructors, Inc.

National Fuel Resources, Inc.

Horizon Energy Development, Inc. (effective January 1, 2003)

Horizon Power, Inc. (effective January 1, 2003)

Empire State Pipeline Company, LLC (effective March 1, 2003)

National Fuel Gas Midstream Corporation (effective June 1, 2010)

Highland Field Services, LLC (effective January 1, 2015)

2016 RESTATEMENT
NATIONAL FUEL GAS COMPANY TAX-DEFERRED SAVINGS PLAN
FOR NON-UNION EMPLOYEES
AMENDMENT NO. 1

Under Section 11.1 of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "Plan"), National Fuel Gas Company reserved the right to modify or amend the Plan. This Amendment No. 1 of the Plan (the "Amendment") is adopted to reflect that effective October 1, 2016, Group IV Employees will include Eligible Employees who are part-time Non-Supervisory Eligible Employees of National Fuel Resources, Inc.

This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

The Plan is amended in the following respects:

1. Section 1.3 ("Basic Definitions") is amended by adding a new paragraph at the end of subsection (m) ("Group I Employees") to read as follows:

Effective as of October 1, 2016, the term "Group I Employee" will no longer include Eligible Employees who are part-time Non-Supervisory Employees of National Fuel Resources, Inc.

2. Section 1.3 ("Basic Definitions") is amended by adding a new paragraph at the end of subsection (p) ("Group IV Employees") to read as follows:

Effective as of October 1, 2016, the term "Group IV Employees" will also include Eligible Employees who are part-time Non-Supervisory Employees of National Fuel Resources, Inc.

3. In all other respects, the Plan remains unchanged.

NATIONAL FUEL GAS COMPANY

By: /s/ R. J. Tanski
Name: R. J. Tanski
Title: President & CEO
Date: November 1, 2016

2016 RESTATEMENT
NATIONAL FUEL GAS COMPANY TAX-DEFERRED SAVINGS PLAN
FOR NON-UNION EMPLOYEES
AMENDMENT NO. 2

Under Section 11.1 of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "Plan"), National Fuel Gas Company (the "Company") reserves the right to modify or amend the Plan. This Amendment No. 2 of the Plan (the "Amendment") is adopted to make certain clarifications and amendments requested by the Internal Revenue Service as a condition of a favorable determination letter received with respect to the Plan dated January 6, 2017. This Amendment is effective immediately or as otherwise provided herein.

This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

The Plan is amended in the following respects:

1. Section 1.3(k) (Definition of "Entry/Adjustment Date") is clarified to read, in its entirety, as follows:

   (k) **Adjustment Date** means February 1 and August 1 of each Plan Year, or any other date or dates established by the Committee in advance of any Plan Year on which a Participant may change his or her contribution percentage. Notwithstanding the preceding sentence and solely for purposes of Section 3.1, in the case of a Participant whose Base Salary is reduced during the course of a Plan Year as a result of the Participant electing unpaid leave under the Family & Medical Leave Act of 1993, as a result of a workers compensation benefit or as a result of the enforcement of the Company's sick pay policy, as it may be in effect from time to time, the Committee may declare in a nondiscriminatory manner that an additional Adjustment Date will have occurred for such Participant as of the date such Participant's Base Salary is reduced. The intent of the preceding sentence is to prevent a violation of Section 415 of the Code due to an unexpected decrease in Base Salary.

2. The term "Entry/Adjustment Date" each time it appears in the Plan is replaced with "Adjustment Date."

3. Section 1.3(gg) (Definition of "Year of Participation Service") is clarified to read, in its entirety, as follows:

   (gg) **Year of Participation Service** means (1) the 12-consecutive-month period commencing with an Employee's Date of Hire and ending on the last day before the first anniversary of his or her Date of Hire, or (2) each Plan Year commencing after the Employee's Date of Hire, provided in each case such Employee completes at least 1,000 Hours of Service during such 12-consecutive-month period or Plan Year, as applicable.

4. Section 1.3(ii) (Definition of "Post-2003 Participant") is clarified by deleting the last paragraph thereof (immediately following paragraph (4)) and replacing it with the following:

> Notwithstanding the foregoing or any other Plan provision, an Eligible Employee who would otherwise meet the requirements of Section 1.3(ii) except that the Eligible Employee has not completed at least one Year of Participation Service, shall be treated as a "Post-2003 Participant" on the first day of the month coincident with or next following three continuous months of employment by the Company in a position classified by the Company in its payroll system as full-time.

5. Section 1.3Gj) (Definition of "Year of Vesting Service") is clarified as follows:

a. Paragraph (2) is clarified by deleting the last paragraph thereof (after subparagraph (iii)) and replacing it with the following:

> Notwithstanding the foregoing, a Participant may not accrue Years of Vesting Service during any period in which he or she is not an Employee.

b. Paragraph (3) is clarified by deleting the definition of "Participation Commencement Date" in subparagraph (i) and replacing it with the following:

> "Participation Commencement Date" means the first date on which an Employee performs an hour of service, as defined in Labor Regulations Section 2530.200b-2(a)(l), and that is on or after the Employee's Date of Hire or, in the case of an Employee who has a Severance from Service Date, upon the Employee's reemployment by the Company.

6. Section 2.1 is amended and clarified to read, in its entirety, as follows:

Section 2.1 Age and Service Requirements.

(a) Participation under Sections 3.1 and 3.3. An Eligible Employee becomes a Participant for purposes of Sections 3.1 (Salary Reduction Contributions) and 3.3 (Matching Contributions) on the first day of the month coincident with or next following the later of (1) his or her attainment of age 18, and (2) the earlier of his or her completion of (i) three continuous months of employment by the Company in a position classified by the Company in its payroll system as full-time, or (ii) one Year of Participation Service. Each Eligible Employee who completes the service requirement in clause (2) but who has a Severance from Employment before becoming a Participant, will immediately become a Participant when he or she returns to the service of the Company unless the Eligible Employee, when he or she returns to the service of the Company, has not yet satisfied the age requirement in clause (1). Notwithstanding the preceding sentence, an Eligible Employee will not commence participation in the Plan before the date on which he or she otherwise would have become a Participant had he or she not had a Severance from Employment.

(b) Participation under Section 3.2. An Eligible Employee becomes a Participant for purposes of Section 3.2 (Company Contributions) on the first day of the month coincident with or next following the later of (1) his or her attainment of age 18, and (2) the date on which he or she meets the service and other qualifications to be a Post-2003 Participant.

7. Section 2.2(a) ("Employee Becomes Eligible Employee") is amended and clarified by deleting the first sentence thereof and replacing it with the following:

If an Employee's status changes so that he or she becomes an Eligible Employee, he or she will become a Participant on the later of the first day of the month coincident with or next following his or her satisfaction of the age and service requirements in Section 2.1 or the first day of the first payroll period that begins on or after the date of the change in status.

8. Section 3.4 ("Rollover Contributions") is amended by deleting the first clause thereof (before subsection (a)) and replacing it with the following:

A Participant may make a rollover contribution to the Plan from another qualified plan, pursuant to a uniform, non-discriminatory policy adopted by the Committee, provided that:

9. Section 3.1 0(c)(3) ("Timing of Contributions") is clarified by replacing the phrase "Salary Reduction Contributions" with "corrective Salary Reduction Contributions".

10. Section 3.12(c)(4) ("Timing of Contributions") is clarified by replacing the phrase "Matching Contributions" with "corrective Matching Contributions".

11. Section 4.2(d) is clarified by deleting the last sentence thereof and replacing it with the following:

For purposes of the preceding sentence, if the value of a Participant's vested account balance is zero at the time of the Participant's Severance from Employment or becoming Totally and Permanently Disabled, the Participant shall be deemed to receive a distribution of such zero vested account balance and any nonvested benefits in the Participant's Retirement Savings Account shall be forfeited (subject to restoration as provided in the preceding sentence).

12. Section 6.6(a) ("Participant-Directed Investments") is clarified by deleting the first sentence thereof and replacing it with the following:

Notwithstanding any other provision of the Plan or the Trust, a Participant or Beneficiary may, pursuant to a uniform, nondiscriminatory policy adopted by the Committee, direct that the Trustees invest amounts credited to his or her accounts in any manner authorized by the Plan or the Trust and permitted under the Code.

13. Section 8.3 (“Designation of National Stock Funds A and Bas an ESOP”) is clarified by deleting the last sentence thereof and replacing it with the following:

The ESOP portion of the Plan is designed to be invested primarily in shares of National common stock, which are qualifying employer securities within the meaning of Section 4975(e)(8) of the Code by reason of being readily tradeable on an established securities market, or otherwise being common stock issued by National that has a combination of voting power and dividend rights equal to or in excess of (a) the class of common stock of National having the greatest voting power, and (b) the class of common stock of National having the greatest dividend rights.

14. Article 9 is clarified as follows:

a. Subsection G) (definition of “Super Top-Heavy Plan”) of Section 9.1 is deleted and existing subsection (k) is re-lettered as subsection G).

b. Subsections (c) and (d) of Section 9.2 (“Top-Heavy Rules”) are deleted.

15. Section 10.11 (“Valuation”) is clarified by deleting the first sentence thereof and replacing it with the following:

Notwithstanding the provisions of Article 6, the Committee may in a nondiscriminatory manner change its valuation methods and procedures at any time without advance notice to Participants.

16. The Plan’s Table of Contents and any cross-references are amended to reflect the changes made herein.

17. In all other respects, the Plan remains unchanged.

NATIONAL FUEL GAS COMPANY

By: /s/ P. M. Ciprich
Name: P. M. Ciprich
Title: GC, SVP & Secretary
Date: January 30, 2017

2016 RESTATEMENT
NATIONAL FUEL GAS COMPANY TAX-DEFERRED SAVINGS PLAN
FOR NON-UNION EMPLOYEES
AMENDMENT NO. 3

Under Section 11.1 of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "Plan"), National Fuel Gas Company reserved the right to modify or amend the Plan. This Amendment No. 3 of the Plan (the "Amendment") is adopted to reflect the conversion of Seneca Resources Corporation to Seneca Resources Company, LLC and the conversion of National Fuel Gas Midstream Corporation to National Fuel Gas Midstream Company, LLC. The changes in this Amendment are effective August **1,** 2018.

This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

The Plan is amended in the following respects:

1. Schedule A, which lists the Organizations Under Common Control that have adopted the Plan, is amended to delete "Seneca Resources Corporation" and "National Fuel Gas Midstream Corporation" and add "Seneca Resources Company, LLC" (effective August 1, 2018) and "National Fuel Gas Midstream Company, LLC" (effective August 1, 2018)

2. Section 1.3 ("Basic Definitions") is amended by revising subsection (m) ("Group I Employees") to read as follows:

(m) **Group I Employees** means Eligible Employees who are (i) Non-Supervisory Employees of National, National Fuel Gas Supply Corporation, National Fuel Gas Distribution Corporation and Leidy-Hub, Inc. (formerly Enerop Corporation); (ii) Non-Supervisory Employees of Seneca Resources Company, LLC (formerly Seneca Resources Corporation) - East whose first Hour of Service with Seneca Resources Corporation was performed before January 1, 1997 and who elected not to be covered by the Seneca Resources Corporation Flexible Benefits Plan; (iii) Non-Supervisory Employees of Seneca Resources Company, LLC (formerly Seneca Resources Corporation)- Northeast whose first Hour of Service was performed before January 1, 1997; (iv) Non-Supervisory Employees of National Fuel Resources, Inc.; and (v) Supervisory Employees of Utility Constructors, Inc.

Effective as of January 1, 2003, the term "Group I Employees" will also include Eligible Employees who (i) are Non-Supervisory Employees of Horizon Energy Development, Inc. and (ii) were employed as Non-Supervisory Employees of National Fuel Gas Distribution Corporation as of December 31, 2002.

Effective as of February **1,** 2014, the term "Group I Employees" will also include Eligible Employees who (i) became Non-Supervisory Employees of National Fuel Gas Midstream Company, LLC (formerly known as National Fuel Gas Midstream Corporation) on November 1, 2010, and (ii) were employed as Non-Supervisory Employees of Highland Forest Resources, Inc. (formerly known as Highland Land and Minerals, Inc.) as of October 31, 2010.

Effective as of October 1, 2016, the term “Group I Employee” will no longer include Eligible Employees who are part-time Non-Supervisory Employees of National Fuel Resources, Inc.

3. Section 1.3 (“Basic Definitions”) is amended by revising subsection (n) (“Group II Employees”) to read as follows:

(n) **Group II Employees** means Eligible Employees who are (i) Supervisory Employees of National, National Fuel Gas Supply Corporation, National Fuel Gas Distribution Corporation and Leidy-Hub, Inc. (formerly Enerop Corporation); (ii) Supervisory Employees of Seneca Resources Company, LLC (formerly Seneca Resources Corporation) - Northeast whose first Hour of Service was performed before January 1, 1997; (iii) Supervisory Employees of Seneca Resources Company, LLC (formerly Seneca Resources Corporation) -East whose first Hour of Service with Seneca Resources Corporation was performed before January 1, 1997 and who elected not to be covered by the Seneca Resources Corporation Flexible Benefits Plan; and (iv) Supervisory Employees of National Fuel Resources, Inc.

Effective as of January 1, 2003, the term “Group II Employees” will also include Eligible Employees who (i) are Supervisory Employees of Horizon Energy Development, Inc. or Horizon Power, Inc. and (ii) who were employed as Supervisory Employees of National Fuel Gas Distribution Corporation or as Supervisory Employees of National Fuel Gas Supply Corporation as of December 31, 2002.

Effective as of January 1, 2007, the term “Group II Employees” will also include Eligible Employees who are Supervisory Employees of Empire State Pipeline Company, LLC and who satisfy (1) or (2) below:

(1) The Eligible Employee’s first Hour of Service with Empire State Pipeline Company, LLC was on or before March 10, 2003; or

(2) The Eligible Employee is a Transferred Empire State Pipeline Company, LLC Employee. For purposes of this paragraph, a “Transferred Empire State Pipeline Company, LLC Employee” is an individual who (a) is employed by Empire State Pipeline Company, LLC, (b) was a Participant in the Plan prior to the date he or she was credited with his or her first Hour of Service with Empire State Pipeline Company, LLC, and (c) was credited with at least one Hour of Service with a Company other than Empire State Pipeline Company, LLC within the six-month period immediately prior to the date he or she was credited with their first Hour of Service with Empire State Pipeline Company, LLC.

Effective June 1, 2010, the term “Group II Employees” will also include an Eligible Employee who is a Transferred National Fuel Gas Midstream Company, LLC Employee. For purposes of this paragraph, a “Transferred National Fuel Gas Midstream Company, LLC Employee” is an individual who (a) is a Supervisory Employee of National Fuel Gas Midstream Company, LLC, (b) was a Participant in the Plan prior to the date he or she was credited with his or her first Hour of Service with National Fuel Gas Midstream Company, LLC (formerly National Fuel Gas Midstream Corporation),

and (c) was credited with at least one Hour of Service with a Company other than National Fuel Gas Midstream Company, LLC (formerly National Fuel Gas Midstream Corporation) within the last six-month period immediately prior to the date he or she was credited with his or her first Hour of Service with National Fuel Gas Midstream Company, LLC (formerly National Fuel Gas Midstream Corporation).

Effective as of August 1, 2011, the term "Group II Employees" will also include an Eligible Employee (i) who is a Supervisory Employee of National Fuel Gas Midstream Company, LLC (formerly National Fuel Gas Midstream Corporation), (ii) who is not a "Transferred National Fuel Gas Midstream Company, LLC Employee," and (iii) whose first Hour of Service with National Fuel Gas Midstream Company, LLC (formerly National Fuel Gas Midstream Corporation) is credited on or after August 1, 2011.

4. Section 1.3 ("Basic Definitions") is amended by revising subsection (p) ("Group IV Employees") to read as follows:

(p) **Group IV Employees** means all Eligible Employees who are (i) Non-Supervisory Employees and Supervisory Employees of Seneca Resources Company, LLC (formerly Seneca Resources Corporation) - East whose first Hour of Service with Seneca Resources Corporation was performed before January 1, 1997 and who elected to be covered by the Seneca Resources Corporation Flexible Benefits Plan; (ii) Non-Supervisory Employees and Supervisory Employees of Seneca Resources Company, LLC (formerly Seneca Resources Corporation)-West and Seneca Resources Company, LLC (formerly Seneca Resources Corporation) - Gulf Coast; (iii) Non-Supervisory Employees and Supervisory Employees of Seneca Resources Company, LLC (formerly Seneca Resources Corporation) - East whose first Hour of Service with Seneca Resources Company, LLC (formerly Seneca Resources Corporation) was performed on or after January 1, 1997; and (iv) notwithstanding the provisions of Sections 1.3(m)(iii) and (n)(ii), Non-Supervisory and Supervisory Employees of Seneca Resources Company, LLC (formerly Seneca Resources Corporation) -Northeast whose first Hour of Service with Seneca Resources Company, LLC (formerly Seneca Resources Corporation)-Northeast was performed on or after January 1, 1997.

Effective January 1, 2015, the term "Group IV Employees" will also include Eligible Employees who are Non-Supervisory Employees and Supervisory Employees of Highland Field Services, LLC.

Effective as of October **1,** 2016, the term "Group IV Employees" will also include Eligible Employees who are part-time Non-Supervisory Employees of National Fuel Resources, Inc.

5. Section 1.3 ("Basic Definitions") is amended by revising subsection (hh) ("Years of Service") to read as follows:

(hh) **Year of Service** means a 12-consecutive-month period during which a Participant is credited with at least 1,000 Hours of Service. The 12-consecutive-month period will be measured from the Participant's Date of Hire and anniversaries thereof.

Separate periods of employment will be aggregated to determine a Participant's Years of Service.

6. Subsection (ii) ("Post-2003 Participant") of Section 1.3 ("Basic Definitions") is amended to read as follows:

(ii) **Post-2003 Participant** means a Participant who has completed at least one Year of Participation Service and: (a) whose first Hour of Service with a Company considering Hours of Service credited while in a seasonal, temporary or part-time is credited on or after July 1, 2003 and who is other than a Non-Supervisory Employee of Highland Forest Resources, Inc. (formerly known as Highland Land and Minerals, Inc.); whose first Hour of Service (not considering Hours of Service credited while in a temporary or part-time classification) is credited before July 1, 2003, who has never been Participant under the National Fuel Gas Company Retirement Plan, and who is other than Supervisory Employee of Highland Forest Resources, Inc. (formerly known as Highland and Minerals, Inc.) or a Non-Supervisory Employee of National Fuel Gas Midstream LLC (formerly known as National Fuel Gas Midstream Corporation); (c) who is National Fuel Resources, Inc. ("NFR") (other than a Transferred NFR Employee, as the National Fuel Gas Company Retirement Plan) and whose first Hour of Service with credited on or after October 1, 1994; (d) who was a Non-Supervisory Employee of Forest Resources, Inc. and becomes a Supervisory Employee of Highland Forest on or after July **1,** 2003; (e) whose first Hour of Service (not considering Hours of credited while in a seasonal, temporary or part-time classification) is credited before July 2003, was a Participant under the National Fuel Gas Company Retirement Plan, who is on or after December 1, 2004 and who, prior to date of rehire, received a distribution of her accrued benefit under the National Fuel Gas Company Retirement Plan, in a lump distribution; (f) who was a nonvested Participant under the National Fuel Gas Company Retirement Plan upon termination of employment, who is rehired on or after December **1,** who prior to date of rehire was deemed to receive a cash-out distribution of his or her benefit under the National Fuel Gas Company Retirement Plan, and who accrues no benefits under the terms of the National Fuel Gas Company Retirement Plan following date of rehire, (g) who was a vested Participant under the National Fuel Gas Company Retirement Plan upon termination of employment, who is rehired on or after July 1, 2013, who accrues no additional benefits under the terms of the National Fuel Gas Company Retirement Plan following his or her date of rehire, or (h) effective February 1, 2014, became a Non-Supervisory Employee of National Fuel Gas Midstream Company, LLC (formerly known as National Fuel Gas Midstream Corporation) on November **1,** 2010, employed as a Non-Supervisory Employee of Highland Forest Resources, Inc. (formerly as Highland Land and Minerals, Inc.) on or before October 31, 2010. The term "Post-Participant" specifically excludes the following:

(1) **General Management Associates.** Any Employee who is hired into or holds the position of "General Management Associate."

(2) **Horizon Energy Development, Inc. or Horizon Power, Inc. Employees.** Each individual who is employed by either Horizon Energy Development, Inc. or Horizon Power, Inc.

(3) **Empire State Pipeline Company, LLC Employees.** Each individual who is employed by Empire State Pipeline Company, LLC.

(4) **Customer Support Representatives.** Each individual who is employed as a "Customer Support Representative I" or "Customer Support Representative II".

Notwithstanding the foregoing or any other Plan provision, an Eligible Employee who would otherwise meet the requirements of Section 1.3(ii) except that the Eligible Employee has not completed at least one Year of Participation Service, shall be treated as a "Post-2003 Participant" on the first day of the month coincident with or next following three continuous months of employment by the Company in a position classified by the Company in its payroll system as full-time.

7. In all other respects, the Plan remains unchanged.

NATIONAL FUEL GAS COMPANY

By: /s/ Sarah J. Mugel
Name: Sarah J. Mugel
Title: Secretary
Date: 8-8-2018

2016 RESTATEMENT
NATIONAL FUEL GAS COMPANY TAX-DEFERRED SAVINGS PLAN
FOR NON-UNION EMPLOYEES
AMENDMENT NO. 4

Under Section 11.1 of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "Plan"), National Fuel Gas Company (the "Company") reserves the right to modify or amend the Plan. This Amendment No. 4 of the Plan (the "Amendment") is adopted to make certain changes to the Plan's hardship withdrawal rules consistent with IRS proposed regulations issued to reflect statutory changes affecting section 401 (k) plans, including recent changes made by the Bipartisan Budget Act of 2018. This Amendment is effective as of January 1, 2019.

This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

The Plan is amended in the following respects:

1. Subsections (b), (c) and (d) of Section 5.8 (Hardship Withdrawals) are revised to read as follows:

(b) Limit on Distributable Amount. A hardship withdrawal under this Section must be limited to the Distributable Amount. "Distributable Amount" means the sum of (i) the Participant's Savings Account and (ii) the Participant's Rollover Account, as of the Valuation Date coincident with or immediately preceding the date of withdrawal.

(c) Immediate and Heavy Financial Need. A withdrawal will be deemed to be made on account of an immediate and heavy financial need of the Participant only if the withdrawal is for:

(1) Expenses for (or necessary to obtain) medical care that would be deductible under Section 213(d) of the Code, determined without regard to the limitations in Section 213(a) of the Code, previously incurred by the Participant, his or her spouse, or any dependents of the Participant (as defined in Section 152 of the Code, without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) of Section 152 of the Code);

(2) Costs related directly to the purchase of a principal residence for the Participant (excluding mortgage payments);

(3) Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Participant, his or her spouse, children or dependents (as defined in Section 152 of the Code, without regard to Subsections (b)(1), (b)(2), and (d)(l)(B) of Section 152 of the Code);

(4) Payments necessary to prevent the eviction of the Participant from his or her principal residence or foreclosure on the mortgage of the Participant's principal residence;

(5) Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Section 152 of the Code, without regard to Section 152 (d)(l)(B) of the Code);

(6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to Section 165(h)(5) of the Code and whether the loss exceeds 10% of adjusted gross income);

(7) Expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. 100-707, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or

(8) Other deemed immediate and heavy financial needs prescribed by the Commissioner of Internal Revenue in guidance of general applicability published in the Internal Revenue Bulletin.

(d) Necessary to Satisfy Financial Need. A withdrawal will be deemed necessary to satisfy an immediate and heavy financial need of a Participant only if all of the following requirements are satisfied:

(1) The amount of the withdrawal is not in excess of the amount required to satisfy the Participant's financial need (including any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the withdrawal).

(2) The Participant has obtained all distributions, other than hardship distributions, under the Plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Company. See Section 8.4(c) for a special rule pertaining to the distribution of dividends from the ESOP portion of the Plan.

(3) A Participant who receives a distribution of Salary Reduction Contributions prior to January 1, 2019 on account of hardship will be prohibited from making Salary Reduction Contributions to the Plan and all other plans of the Company for six (6) months after receipt of the hardship distribution. This suspension period will not apply for hardship distributions received on or after January 1, 2019. A Participant who is subject to this suspension period on January 1, 2019 can elect to resume making Salary Reduction Contributions prior to end of the suspension period.

(4) The Participant represents (in writing, by an electronic medium, or in such other form as may be prescribed by the Commissioner of Internal Revenue) that the Participant has insufficient cash or other liquid assets to satisfy the need.

2. Subsection (e) of Section 5.8 (Hardship Withdrawals) is deleted.

3. In all other respects, the Plan remains unchanged.

NATIONAL FUEL GAS COMPANY

By: /s/ Sarah J. Mugel
Name: S.J. Mugel
Title: Secretary
Date: February 4, 2019

2016 RESTATEMENT
NATIONAL FUEL GAS COMPANY TAX-DEFERRED SAVINGS PLAN
FOR NON-UNION EMPLOYEES
AMENDMENT NO. 5

Under Section 11.1 of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "Plan"), National Fuel Gas Company (the "Company") reserves the right to modify or amend the Plan. This Amendment No. 5 of the Plan (the "Amendment") is adopted to add the ability for the Company to make qualified non-elective contributions and to make certain other clarifications. This Amendment is effective as provided herein.

This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

The Plan is amended in the following respects:

1. Effective August 1, 2018, Section 1.3(ii) (definition of "Post-2003 Participant") is clarified to read in its entirety as follows:

> **(ii)** **Post-2003 Participant** means a Participant who has completed at least one Year of Participation Service and: (a) whose first Hour of Service with a Company (not considering Hours of Service credited while in a seasonal, temporary or part-time classification) is credited on or after July 1, 2003 and who is other than a Non-Supervisory Employee of Highland Forest Resources, Inc. (formerly known as Highland Land and Minerals, Inc.); (b) whose first Hour of Service (not considering Hours of Service credited while in a seasonal, temporary or part-time classification) is credited before July 1, 2003, who has never been a Participant under the National Fuel Gas Company Retirement Plan, and who is other than a Non-Supervisory Employee of Highland Forest Resources, Inc. (formerly known as Highland Land and Minerals, Inc.) or a Non-Supervisory Employee of National Fuel Gas Midstream Company, LLC (formerly known as National Fuel Gas Midstream Corporation); (c) who is employed by National Fuel Resources, Inc. ("NFR") (other than a Transferred NFR Employee, as defined in the National Fuel Gas Company Retirement Plan) and whose first Hour of Service with NFR was credited on or after October 1, 1994; (d) who was a Non-Supervisory Employee of Highland Forest Resources, Inc. and becomes a Supervisory Employee of Highland Forest Resources, Inc. on or after July 1, 2003; (e) whose first Hour of Service (not considering Hours of Service credited while in a seasonal, temporary or part-time classification) is credited before July 1, 2003, was a Participant under the National Fuel Gas Company Retirement Plan, who is rehired on or after December 1, 2004 and who, prior to date of rehire, received a distribution of his or her accrued benefit under the National Fuel Gas Company Retirement Plan, in a lump sum distribution; (f) who was a nonvested Participant under the National Fuel Gas Company Retirement Plan upon termination of employment, who is rehired on or after December 1, 2004, who prior to date of rehire was deemed to receive a cash-out distribution of his or her

accrued benefit under the National Fuel Gas Company Retirement Plan, and who accrues no additional benefits under the terms of the National Fuel Gas Company Retirement Plan following his or her date of rehire; (g) who was a vested Participant under the National Fuel Gas Company Retirement Plan upon termination of employment, who is rehired on or after July 1, 2013, and who accrues no additional benefits under the terms of the National Fuel Gas Company Retirement Plan following his or her date of rehire; or (h) effective February 1, 2014, who became a Non-Supervisory Employee of National Fuel Gas Midstream Company, LLC (formerly known as National Fuel Gas Midstream Corporation) on November **1,** 2010, and was employed as a Non-Supervisory Employee of Highland Forest Resources, Inc. (formerly known as Highland Land and Minerals, Inc.) on or before October 31, 2010. The term "Post-2003 Participant" specifically excludes the following:

(1) **General Management Associates.** Any Employee who is hired into or holds the position of "General Management Associate."

(2) **Horizon Energy Development, Inc. or Horizon Power, Inc. Employees.** Each individual who is employed by either Horizon Energy Development, Inc. or Horizon Power, Inc.

(3) **Empire State Pipeline Company, LLC Employees.** Each individual who is employed by Empire State Pipeline Company, LLC.

(4) **Customer Support Representatives.** Each individual who is employed as a "Customer Support Representative I" or "Customer Support Representative II".

Notwithstanding the foregoing or any other Plan provision, an Eligible Employee who would otherwise meet the requirements of Section 1.3(ii) except that the Eligible Employee has not completed at least one Year of Participation Service, shall be treated as a "Post-2003 Participant" on the first day of the month coincident with or next following three continuous months of employment by the Company in a position classified by the Company in its payroll system as full-time.

2. Effective July 1, 2019, a new Section 3.18 is added to read in its entirety as follows:

3.18 QNEC. The Company may make a Qualified Non-Elective Contribution ("QNEC") to the Plan in such amount as it, in its sole discretion, may determine, including without limitation as necessary to satisfy the ADP Test and/or ACP Test in Sections 3.10 and 3.12, respectively. Such a QNEC will be allocated in the manner and as of such date as elected by the Committee in one, or a combination of more than one, of the following allocation methods with respect to the eligible participants receiving the QNEC: (a) pro-rata based on the Compensation, ADP Compensation, or ACP Compensation of each eligible participant; (b) pro-rata based on the Compensation, ADP Compensation, or ACP Compensation of each eligible participant starting with the

eligible participant with the lowest amount of such compensation and working up until the ADP Test or ACP Test is satisfied; (c) per capita to each eligible participant; or (d) per capita based on the Compensation, ADP Compensation, or ACP Compensation of each eligible participant starting with the eligible participant with the lowest amount of such compensation and working up until the ADP Test or ACP Test is satisfied.

For purposes of this Section 3 .18, "eligible participant" means any Participant (or Eligible Employee who is treated as a Participant for any purpose under this Article 3). Notwithstanding the foregoing, the Committee may limit the allocations of QNECs to eligible participants who are employed on the last day of the applicable Plan Year, to Nonhighly Compensated Employees (as defined in Section 3.1 0), and/or to any other group of one or more eligible participants as determined by the Committee in its discretion.

A QNEC made in accordance with this Section 3.18 will be 100% immediately vested but otherwise is treated as a Company Contribution for purposes of the limitations and timing rules under Section 3.6, the distribution rules under Article 5, and the investment provisions under Article 8.

3. In all other respects, the Plan remains unchanged.

NATIONAL FUEL GAS COMPANY

By: /s/ Sarah J. Mugel
Name: S.J. Mugel
Title: Secretary
Date: September 26, 2019

2016 RESTATEMENT
NATIONAL FUEL GAS COMPANY TAX-DEFERRED SAVINGS PLAN
FOR NON-UNION EMPLOYEES
AMENDMENT NO. 6

Under Section 11.1 of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "Plan"), National Fuel Gas Company (the "Company") reserves the right to modify or amend the Plan. This Amendment No. 6 of the Plan (the "Amendment") is adopted to make certain changes to the adjustment dates that determine how participant elections and company contributions are implemented and calculated and to make certain other clarifications. The changes herein are effective February 1, 2020.

This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

The Plan is amended in the following respects:

1. Section 1.3(k) (definition of "Adjustment Date") is amended to read in its entirety as follows:

> **(k)** **Adjustment Date** means, effective for periods on or before February 1, 2020, February 1 and August 1 of each Plan Year, or any other date or dates established by the Committee in advance of any Plan Year on which a Participant may change his or her contribution percentage. Notwithstanding the preceding sentence and solely for purposes of Section 3 .1, in the case of a Participant whose Base Salary is reduced during the course of a Plan Year as a result of the Participant electing unpaid leave under the Family & Medical Leave Act of 1993, as a result of a workers compensation benefit or as a result of the enforcement of the Company's sick pay policy, as it may be in effect from time to time, the Committee may declare in a nondiscriminatory manner that an additional Adjustment Date will have occurred for such Participant as of the date such Participant's Base Salary is reduced. The intent of this provision is to prevent a violation of Section 415 of the Code due to an unexpected decrease in Base Salary.

2. Section 3.1 ("Salary Reduction Contributions") is amended by replacing existing subsections (a) and (b) thereof with the following:

> **(a)** **In General**. Effective August 1, 2002 and thereafter, each Participant, in accordance with Subsection (b) may elect to contribute a percentage amount, expressed in one percent increments, equal to at least 2% of "Base Salary" and not to exceed 50% of "Base Salary", as defined in Section 3.8. Effective February 1, 2016, each Participant, in accordance with Subsection (b) may elect to contribute a percentage amount, expressed in one percent increments, equal to at least 2% of "Base Salary" and not to exceed 60% of "Base Salary", as defined in Section 3.8.

For the purposes of the Plan, "Salary Reduction Contribution" means a contribution made pursuant to a Participant's election under this Subsection. Salary Reduction Contributions under this Subsection will be made by reducing a Participant's Base Salary throughout the period during which his or her election under this Section remains in effect. Effective before February 1, 2020, the amount of each Participant's Salary Reduction Contributions was recalculated only as of each Adjustment Date, based on the Participant's then current Base Salary. Effective starting on February 1, 2020, the amount of each Participant's Salary Reduction Contributions is based on the Participant's Base Salary paid during the period for which his or her election under this Section remains in effect.

All Salary Reduction Contributions are intended to qualify as "employer contributions" under Section 401(k) of the Code.

Effective as of July 1, 2005, individuals who are employed as "Customer Support Representative I" or "Customer Support Representative II" are not eligible to make Salary Reduction Contributions.

(b) Salary Reduction Contribution Elections. The Committee may prescribe uniform rules of general application concerning all elections under this Section, including the effective date of any elections, or changes to elections, made by Participants under this Section. The rules also may limit the amount of Salary Reduction Contributions or the frequency of any changes to elections made by Participants. All elections under this Section will remain in effect until modified or discontinued by the Participant in accordance with the rules established by the Committee. In furtherance of the preceding sentence and solely for purposes of this Section 3.1, in the case of a Participant whose Base Salary is reduced as a result of the Participant electing unpaid leave under the Family & Medical Leave Act of 1993, as a result of a workers compensation benefit or as a result of the enforcement of the Company's sick pay policy, as it may be in effect from time to time, the Committee may in a nondiscriminatory manner adjust a Participant's Salary Reduction Contribution as of the day such Participant's Base Salary is reduced in order to prevent a violation of Section 415 of the Code due to an unexpected decrease in Base Salary.

For a Participant who becomes an Eligible Employee in connection with a change in employment which results in such Employee ceasing to participate in the Union Plan (as defined in Section 2.2(a)), such Employee's contribution election then in effect under the Union Plan (if any) will continue to be applicable on the same terms as then in effect, until modified or discontinued by the Participant in accordance with the rules established by the Committee, but such contributions will be made to this Plan following such change in employment.

For Participants whose classification as an Eligible Employee changes, for example, changing from being Group I Employees to Group II Employees, the respective contribution elections then in effect (if any) will continue to be applicable on the same terms as then in effect, until modified or discontinued by the Participant in accordance

with the rules established by the Committee.

The Committee must provide a reasonable period at least once each calendar year for a Participant to commence Salary Reduction Contributions or to modify the amount of his or her Salary Reduction Contributions. Furthermore, Participants, before any payroll period or other payment of Base Salary, may elect to discontinue Salary Reduction Contributions. A discontinuance of Salary Reduction Contributions will remain in effect until a new election is made in accordance with the provisions of this Subsection. A Participant may not make retroactive elections under this Section.

3. Section 3.2 ("Company Contributions") is amended to read in its entirety as follows:

Section 3.2 Company Contributions

(a) For each calendar month commencing February 1, 2014, the Company Contribution to the Plan will be as follows: 3% of the Company Contribution Compensation for that month for each Post-2003 Qualified Participant who has been credited with fewer than six Years of Company Contribution Service; and 4% of the Company Contribution Compensation for that month for each Post-2003 Qualified Participant who has been credited with at least six Years of Company Contribution Service. For purposes of this Subsection, a Participant's Years of Company Contribution Service is determined as follows: (i) for periods before February 1, 2020, as of the most recent Adjustment Date, (ii) effective February 1, 2020, as of the first day of the applicable month.

(b) For purposes of this Section and Section 3.7(d), Company Contribution Compensation for a month is: (I) for periods before February 1, 2020, 1112 of a Post-2003 Participant's regular annual base compensation (salary or hourly pay) as of the most recent Adjustment Date, or (II) effective February 1, 2020, the Post-2003 Participant's regular base compensation (salary or hourly pay) as of the first day of such month. Notwithstanding the preceding sentence, Company Contribution Compensation will specifically include (1) elective contributions made by a Company on the Employee's behalf pursuant to a cash or deferred arrangement described in Section 401(k) of the Code or an election under Section 125 or 132(f)(4) of the Code, and (2) (i) lump sum compensation paid to supervisory employees of National Fuel Resources, Inc., National Fuel Gas Supply Corporation, National Fuel Gas Distribution Corporation or Horizon Energy Development, Inc., that is designated for payroll and human resources purposes as "lump sum pay" in lieu of a base increase, (ii) discretionary bonuses paid to salaried employees of National Fuel Resources, Inc., before February 1, 2014, (iii) bonuses paid under the Seneca Resources Corporation Annual Cash Bonus Program before February 1, 2014, (iv) Executive Annual Cash Incentive Program (EACIP) payments, (v) Annual At Risk Compensation Incentive Plan (AARCIP) payments, and (vi) annual bonuses paid to officers who are "non-16b officers" at the time the bonus is paid. Company Contribution Compensation will specifically exclude any other compensation amount not described in this Section 3 .2(b).

The Company Contribution Compensation of a Post-2003 Participant taken into account in any Plan Year beginning after December 31, 2002, will not exceed $200,000. The $200,000 limit will be adjusted for cost-of-living increases in accordance with Section 40l(a)(l7) of the Code. The cost-of-living adjustment in effect for a calendar year applies to Company Contribution Compensation for the Plan Year that begins with or within such calendar year.

(c) Effective before February 1, 2020, and notwithstanding the foregoing, for a Participant who became an Eligible Employee in connection with a change in employment which results in such Employee ceasing to participate in the Union Plan, such Employee's Company Contributions under the Union Plan (if any) continued on the same terms as in effect on the most recent Adjustment Date, until the next Adjustment Date, but such contributions were made to this Plan following such change in employment.

4. Section 3.3 ("Matching Contributions") is amended to read in its entirety as follows:

Section 3.3 Matching Contributions. For each payroll period during which a Participant (other than individuals who are employed as a "Customer Support Representative I" or "Customer Support Representative II") makes Salary Reduction Contributions in accordance with Section 3 .1, the Company will contribute to the Plan for the benefit of the Participant in an amount equal to the Participant's Base Salary for such payroll period, multiplied by the Matching Contribution Percentage determined in accordance with the tables that follow ("Matching Contributions"). For purposes of calculating the Matching Contributions for any payroll period, the following rules apply:

(a) Effective before February 1, 2020, Base Salary for the applicable period was the Participant's Base Salary in effect on the immediately preceding Adjustment Date. Effective for pay dates on or after February 1, 2020, Base Salary is the Participant's Base Salary paid during the applicable period for which Matching Contributions are made.

(b) The Matching Contribution Percentage will be determined under the following tables with reference to the rate of Salary Reduction Contributions under Section 3.1 in effect during the period for which Matching Contributions are made; provided, however, that for periods before February 1, 2020: (i) for Participants whose classification as an Eligible Employee changed, for example, changing from being Group I Employees to Group II Employees, the Matching Contribution Percentage determined under the respective table as of the most recent Adjustment Date continued to be applicable following such classification change, until the next Adjustment Date; and (ii) for a Participant who becomes became an Eligible Employee in connection with a change in employment which resulted in such Employee ceasing to participate in the Union Plan, such Employee's Matching Contributions under the Union Plan (if any) were discontinued and Matching Contributions were made to this Plan following such change in employment, based on the contribution election under the Union Plan (if any) and the Participant's Years of Service as of the most recent Adjustment Date with the Matching

Contribution Percentage determined under the respective table under the Union Plan as of the most recent Adjustment Date, until the next Adjustment Date.

Table for Determining Matching Contributions For Group I Employees, Group II Employees, and Group IV Employees
Effective February l, 2014 through January 31, 2016

Group I Employees		Group II Employees and Group IV Employees	
Salary Reduction Contribution	Matching Contribution Percentage	Salary Reduction Contribution	Matching Contribution Percentage
2%	2.0%	2%	2.0%
3%	3.0%	3%	3.0%
4% - 50%*	3.5%	4%	4.0%
		5%	5.0%
		6% - 50%*	6.0%

* Or contributions that equal the dollar amount in effect under Section 402(g) of the Code for the Plan Year.

Table for Determining Matching Contributions For Group I Employees, Group II Employees, and Group IV Employees
Effective February 1, 2016 and Thereafter

Group I Employees		Group II Employees and Group IV Employees	
Salary Reduction Contribution	Matching Contribution Percentage	Salary Reduction Contribution	Matching Contribution Percentage
2%	2.0%	2%	2.0%
3%	3.0%	3%	3.0%
4% - 60%*	3.5%	4%	4.0%
		5%	5.0%
		6% - 60%*	6.0%

* Or contributions that equal the dollar amount in effect under Section 402(g) of the Code for the Plan Year.

5. Section 3.8 (“Base Salary”) is clarified and amended to read in its entirety as follows:

Section 3.8 Base Salary. The term “Base Salary” for any Plan Year means:

(a) Effective for pay dates before February 1, 2020 and, for Participants employed by Seneca Resources Company, LLC or National Fuel Resources, Inc., pay dates on or after February 1, 2020, the Participant’s basic compensation for a payroll period, excluding compensation under the National Fuel Gas Company Deferred Compensation Plan, when deferred and when received, any amounts the

Participant receives as overtime pay, commissions or other special pay, fees, bonuses or allowances, but including salary contribution payments made by the Company on account of sickness or accident. Notwithstanding the preceding sentence, for individuals whose established normal work schedule includes regularly scheduled overtime (for example, three 12-hour shifts followed by four 12-hour shifts during a two-week payroll period), basic compensation for the payroll period is deemed to include such regularly scheduled overtime pay (but no other overtime pay other than regularly scheduled overtime pay).

(b) Effective for pay dates on or after February 1, 2020 for Participants employed by a Company other than Seneca Resources Company, LLC or National Fuel Resources, Inc., the term "Base Salary" means the Participant's basic compensation for a payroll period including overtime pay, shift premiums, holiday premiums, standby pay, and exception rate pay (i.e., pay rate adjustments for work performed in a different position than the Participant's defined position).

Notwithstanding the foregoing, "Base Salary" includes contributions made by the Company pursuant to a salary reduction agreement that are not includable in the Participant's gross income under Section 125, 402(e)(3), 402(h) or 403(b) of the Code and, effective for Plan Years beginning on or after January 1, 2001, Section 132(f)(4) of the Code.

The Base Salary of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Section 401 (a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to Base Salary for the determination period that begins with or within such calendar year. If a Participant's Base Salary is determined over a period of time that is shorter than 12-months, then the $200,000 limit, as adjusted, will be prorated for the number of full calendar months in the period.

6. In all other respects, the Plan remains unchanged.

NATIONAL FUEL GAS COMPANY

By /s/ Sarah J. Mugel
Name: S.J. Mugel
Title: Secretary
Date: January 27, 2020

2016 RESTATEMENT
NATIONAL FUEL GAS COMPANY TAX-DEFERRED SAVINGS PLAN
FOR NON-UNION EMPLOYEES
AMENDMENT NO. 7

Under Section 11.1 of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "Plan"), National Fuel Gas Company (the "Company") reserves the right to modify or amend the Plan. This Amendment No. 7 of the Plan (the "Amendment") is adopted to permit Coronavirus-Related Distributions and modify its plan loan rules in accordance with the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") and make certain other clarifications. The changes herein are effective as set forth below.

This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

The Plan is amended in the following respects:

1. Section 5.2 ("Amount of Distribution") is clarified to read in its entirety as follows:

Section 5.2 **Amount of Distribution**. When a Participant becomes entitled to receive a distribution of a benefit in accordance with Section 5.1, he or she may elect a full or partial distribution, provided that a Participant may not receive more than one partial distribution during any calendar year, and a Participant may not receive a partial distribution of less than $1,000.

2. Effective March 27, 2020, Section 5.9 ("Loans to Participants") is amended by adding the following new subsection (j) at the end thereof:

(j) A loan under this Section 5.9 to a Qualified Individual (as defined in Section 5.13 ("Coronavirus-Related Distributions)) shall not be delinquent or in default merely because one or more required loan repayments are suspended in accordance with this subsection (j). Effective as soon as practicable after March 27, 2020, such a Qualified Individual may, consistent with Section 2202(b) of the Coronavirus Aid, Relief, and Economic Security Act, any guidance issued thereunder, including I.R.S. Notice 2020-50, and rules established by the Plan Administrator, elect to suspend any obligation to repay any Plan loan for the period beginning with the date of the first loan payment due as soon as administratively feasible after the Qualified Individual's election and ending December 31, 2020. The unpaid balance of any loan for which payments are so suspended, including interest accrued, shall be reamortized following such suspension in substantially level amounts over the remainder of the period of repayment established under subsection (d) above, but extended for up to one year.

3. Effective April 7, 2020, Section 5.9 ("Loans to Participants") is further amended by adding the following new subsection (k) at the end thereof:

(k) Notwithstanding the limits set forth in subsection (c) above, effective as soon as administratively practicable after April 7, 2020, and through September 23, 2020, the maximum loan amount for a Qualified Individual (as defined in Section 5.13 ("Coronavirus-Related Distributions)) is determined by substituting "$100,000" for "$50,000" in paragraph (c)(1) above and "one hundred percent of the Participant's vested Account balances under the Plan" for "one-half of the Participant's vested Account balances under the Plan" in paragraph (c)(2) above.

4. Effective January 1, 2020, Article 5 ("Distribution of Benefits") is amended by adding the following new Section 5.13 ("Coronavirus-Related Distributions"):

5.13 Coronavirus-Related Distributions. Notwithstanding any provision of the Plan to the contrary and subject to the provisions of this Section, a Qualified Individual (as defined in subsection (a) below) may request, by following such procedures as shall be specified by the Plan Administrator, a Coronavirus-Related Distribution (as defined in subsection (a) below) from the individual's vested Account during the period beginning as soon as practicable after April 7, 2020 and before December 31, 2020 (the "CRD Distribution Period").

(a) For purposes of this Section, the following definitions shall apply:

(1) The term **Qualified Individual** means a Participant who certifies in writing that he or she satisfies at least one of the following criteria: (i) the individual is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 ("COVID-19") by a test approved by the Centers for Disease Control and Prevention ("CDC"); (ii) the individual's spouse or dependent (as defined in Section 152 of the Code) is diagnosed with the virus SARS-CoV-2 or with COVID-19 by a test approved by the CDC; (iii) the individual experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to the virus SARS-CoV-2 or COVID-19, being unable to work due to lack of child care due to the virus SARS-CoV-2 or COVID-19, closing or reducing hours of a business owned or operated by the individual due to the virus SARS-CoV-2 or COVID-19; (iv) the individual experiences adverse financial consequences as a result of a reduction in pay (or self-employment income), a job offer rescinded, or a start date for a job delayed, in each case, due to COVID-19; (v) the individual experiences adverse financial consequences as a result of the individual's spouse or a member of the individual's household being quarantined, furloughed, or laid off, having work hours reduced, being unable to work due to lack of childcare, having a reduction in pay (or self-employment income), having a job offer rescinded, or having a start date for a job delayed, in each case, due to COVID-19; (vi) the individual experiences adverse financial consequences as a result of the individual's spouse or a member of the individual's household owning or operating a business that closes or has reduced hours due to COVID-19; or (vii) other factors as determined by the Secretary of Treasury (or the Secretary's delegate). The Plan Administrator may rely on the individual's certification that the individual has satisfied the conditions for being treated as a Qualified Individual.

(2) A **Coronavirus-Related Distribution** means any distribution from the Plan to the Qualified Individual made during the CRD Distribution Period. In no event shall the aggregate amount of such distributions from the Plan and all other plans maintained by the Company or an Organization Under Common Control to the Qualified Individual exceed $100,000.

(b) The withdrawal of a Coronavirus-Related Distribution under this Section 5.13 shall be limited to the same sources eligible for withdrawal under Section 5.8 (hardship withdrawals), but including earnings and processed on a pro rata basis from available sources.

(c) A Qualified Individual who receives a Coronavirus-Related Distribution may, at any time during the three-year period beginning on the day after the date on which the Coronavirus-Related Distribution was received by the Qualified Individual, repay all or a portion of such Coronavirus-Related Distribution by making one or more contributions to the Plan in an aggregate amount not to exceed the amount of the Coronavirus-Related Distribution. The Plan's receipt of any amount of a Coronavirus-Related Distribution that is so repaid within the three-year period shall be treated as the receipt of an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) having transferred in a direct trustee-to-trustee transfer within sixty (60) days of distribution. The Plan Administrator may apply the provisions of this clause (b) to the repayment of a Plan distribution that was made to a Qualified Individual during the CRD Distribution Period but was not treated as a Coronavirus-Related Distribution by the Plan at the time of distribution despite being eligible for such treatment as a Coronavirus-Related Distribution.

(d) This Section shall be interpreted and administered in accordance with the requirements of Section 2202(a) of the Coronavirus Aid, Relief, and Economic Security Act and any guidance issued thereunder, including I.R.S. Notice 2020-50. The Plan Administrator may establish such rules or procedures necessary to implement the provisions of this Section in accordance with such Act and such guidance.

5. In all other respects, the Plan remains unchanged.

NATIONAL FUEL GAS COMPANY

By: /s/ Sarah Mugel
Name: S.J. Mugel
Title: Secretary & General Counsel
Date: 6/16/2022

2016 RESTATEMENT
NATIONAL FUEL GAS COMPANY TAX-DEFERRED SAVINGS PLAN
FOR NON-UNION EMPLOYEES
AMENDMENT NO. 8

Under Section 11.1 of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "Plan"), National Fuel Gas Company (the "Company") reserves the right to modify or amend the Plan. This Amendment No. 8 of the Plan is adopted to permit participants to make Roth 401(k) contributions to the Plan, effective April 1, 2023.

The Plan is amended in the following respects:

1. Section 3.1 ("Salary Reduction Contributions") is amended by adding a new subsection (e) to read in its entirety as follows:

(e) Roth Elective Deferrals. Effective for pay dates on and after April 1, 2023, each Participant may elect to characterize all or a portion of their Salary Reduction Contributions as Roth Contributions, in accordance with and subject to the following:

(1) A Participant's election to characterize all or a portion of their Salary Reduction Contributions as Roth Contributions will remain in effect until the Participant modifies or terminates the election. A Participant's election to characterize Salary Reduction Contributions as Roth Contributions cannot be made retroactively.

(2) Roth Contributions are designated Roth contributions under Section 402A of the Code and are includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

(3) Except to the extent the Plan specifically provides otherwise, Roth Contributions will be treated as Salary Reduction Contributions for all purposes under the Plan. Roth Contributions will be allocated to the Participant's Roth Savings Account in accordance with Section 3.7(b).

(4) The Committee may, in its sole and absolute discretion, prescribe additional rules and procedures for the administration of Roth Contributions, to the extent such rules and procedures are not inconsistent with applicable law or the terms of this Plan. Except as otherwise determined by the Committee:

(i) Distributions of excess contributions pursuant to Section 3.11 or Section 3.13 (pertaining to ADP and ACP failure, respectively) or excess deferrals pursuant to Section 3.14 will be deducted from pre-tax Salary Reduction Contributions and Roth Contributions on a pro-rata basis.

(ii) Amounts distributed pursuant to Section 5.1 (pertaining to benefit distributions) will be deducted from pre-tax contributions and Roth contributions on a pro-rata basis except to the extent the Participant specifies otherwise in accordance with rules established by the Committee.

(iii) Amounts distributed pursuant to Section 5.8 (pertaining to hardship withdrawals) will be deducted from pre-tax contributions and Roth contributions on a pro-rata basis.

(iv) Loans made pursuant to Section 5.9 will be deducted from pre-tax contributions first and then from Roth contributions except to the extent the Participant elects otherwise in accordance with rules established by the Committee.

For purposes of the Plan, "Roth Contribution" means a Salary Reduction Contribution made pursuant to this Section 3.1 that is designated as a Roth contribution in accordance with this subsection (e).

2. Section 3.4 ("Rollover Contributions") is amended by adding the following new sentence at the end thereof:

Notwithstanding any other provision in the Plan to the contrary, the Plan will accept a Rollover Contribution to a Participant's Roth Rollover Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

3. Section 3.7 ("Allocation of Contributions and Forfeitures") is amended by replacing subsection (a) thereof ("Maintenance of Accounts") with the following:

(a) Maintenance of Accounts. The Committee will establish and maintain, as a permanent accounting record under the Plan, a "Savings Account," a "Retirement Savings Account," a "Matching Contribution Account," a "Thrift Account," and a "Rollover Account" in the name of each Participant. The Committee may establish such additional accounts or subaccounts as it deems necessary or appropriate including, without limitation, a "Roth Savings Account" for Roth Contributions and a "Roth Rollover Account." Except to the extent the Plan provides otherwise, the Roth Savings Account will be a subaccount of the Savings Account and the Roth Rollover Account will be a subaccount of the Rollover Account.

4. Section 3.7 ("Allocation of Contributions and Forfeitures") is further amended by replacing subsection (b) thereof ("Allocation of Salary Reduction Contributions") with the following:

(b) Allocation of Salary Reduction Contributions. The Committee will allocate to each Participant's Savings Account or Roth Savings Account, as applicable, the Participant's respective Salary Reduction Contributions and Roth Contributions, if any, as of a date or dates determined by the Committee.

5. Section 12.2(b) (definition of "Eligible Retirement Plan") is amended by adding the following new sentence at the end thereof:

A direct rollover of a distribution from a Participant's Roth Savings Account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

6. In all other respects, the Plan remains unchanged.

NATIONAL FUEL GAS COMPANY

By: /s/ Sarah Mugel
Title: Corporate Secretary and General Counsel
Date: 3/21/2023

2016 RESTATEMENT
NATIONAL FUEL GAS COMPANY TAX-DEFERRED SAVINGS PLAN
FOR NON-UNION EMPLOYEES
AMENDMENT NO. 9

Under Section 11.1 of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "Plan"), National Fuel Gas Company (the "Company") reserves the right to modify or amend the Plan. This Amendment No. 9 of the Plan (the "Amendment") is adopted to permit Customer Support Representatives I, Customer Support Representatives II and clerks in the Government Affairs Department to participate in the Plan, effective with respect to pay dates on and after July 1, 2024.

The Plan is amended in the following respects:

1. Section 1.3 (Basic Definitions) is amended by revising subsection (i)(6) to read in its entirety as follows:

(6) **Customer Support Representatives**. Effective for pay dates prior to July 1, 2024, each individual who is employed as a "Customer Support Representative I" or "Customer Support Representative II". Effective for pay dates on and after July 1, 2024, the definition of "Eligible Employees" shall include any Employee of the Company who is identified by the Company as a "Customer Support Representative I" or "Customer Support Representative II."

2. Section 1.3 (Basic Definitions) is amended by revising subsection (i)(8) to read in its entirety as follows:

(8) **Government Affairs Clerks**. Effective for pay dates prior to July 1, 2024, each individual who is employed as a clerk in the Government Affairs Department. Effective for pay dates on or after July 1, 2024, the definition of "Eligible Employees" shall include any Employee of the Company who is identified by the Company as a clerk in the Government Affairs Department.

3. Section 1.3 (Basic Definitions) is amended by revising subsection (ii)(4) to read in its entirety as follows:

(4) **Customer Support Representatives**. Effective for pay dates prior to July 1, 2024, each individual who is employed as a "Customer Support Representative I" or "Customer Support Representative II." Effective for pay dates on and after July 1, 2024, the definition of "Post-2003 Participant" shall include any Employee of the Company who is identified by the Company as a "Customer Support Representative I" or "Customer Support Representative II."

4. The fourth paragraph of subsection (a) of Section 3.1 (Salary Reduction Contributions) shall be deleted in its entirety and replaced with the following:

Effective as of July 1, 2005, through the last pay date prior to July 1, 2024, individuals who are employed as "Customer Support Representative I" or "Customer Support Representative II" are not eligible to make Salary Reduction Contributions. Effective for pay dates on and after July 1, 2024, individuals who are Employees of the Company as "Customer Support Representative I" or "Customer Support Representative II" are eligible to make Salary Reduction Contributions.

5. The first parenthetical in the first paragraph of Section 3.3 (Matching Contributions) shall be amended to read as follows: (other than, for pay dates prior to July 1, 2024, individuals who are employed by the Company as a "Customer Support Representative I" or "Customer Support Representative II").

NATIONAL FUEL GAS COMPANY

By /s/ Michael Reville
Title: Secretary & General Counsel
Date: 4/30/2024

Exhibit 5.1

May 1, 2025

National Fuel Gas Company
6363 Main Street
Williamsville, New York 14221

Re: **Registration Statement on Form S-8**

Ladies and Gentlemen:

We refer to the Registration Statement on Form S-8 (the "Registration Statement") to be filed by National Fuel Gas Company (the "Company") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the registration of 1,000,000 shares of the Company's common stock, par value $1.00 per share (the "Shares"), to be offered pursuant to the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "Plan"). This opinion is being furnished in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K of the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement, other than as to the validity of the Shares.

We have examined originals, or copies certified or otherwise identified to our satisfaction, of the Plan and such corporate records, certificates and other documents and such questions of law as we have considered necessary and appropriate for the purposes of the opinion contained herein. In our examination of such documents and records, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and conformity with the originals of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the Registration Statement and the aforesaid records, certificates and documents.

Upon the basis of such examination, we advise you that, in our opinion, the Shares issuable under the Plan will be, when issued as contemplated by the Registration Statement, and in accordance with the terms and conditions of the Plan, validly issued, fully paid and non-assessable, provided that:

(a) The Board of Directors of the Company, or a duly authorized committee thereof, shall have taken all appropriate action (i) to authorize and approve the issuance and delivery of the Shares in connection with the Plan, (ii) to fix or otherwise determine the consideration to be received therefor and (iii) to take or, subject to specified guidelines (including the specified pool of Shares that may be issued), to delegate to appropriate officers (being officers other than those to which the relevant Shares may be issued) of the Company the authority to take and, pursuant thereto, such officers shall have taken, all other final action necessary to consummate the authorization of the issuance and delivery of such Shares in connection with the Plan;

(b) Such Shares shall have been issued and delivered for the consideration contemplated in accordance with the terms and conditions of the Plan, which shall not be less than par value per share, and as contemplated by the Registration Statement; and

(c) If such Shares are certificated, certificates in the form required under the New Jersey Business Corporation Act representing the Shares shall have been duly executed, countersigned, registered and delivered upon receipt of payment of the agreed upon consideration therefor and as contemplated by the Registration Statement.

Our opinion herein is expressed solely with respect to the laws of the State of New Jersey as in effect on the date hereof, and we express no opinion as to the effect on the matters covered by this letter of the laws of any other jurisdiction. We assume no obligation to advise you of facts or circumstances that come to our attention, or changes in law that occur, after the date of this opinion which could affect the opinion contained herein. Our opinion is expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company, the Shares, the Plan or the Registration Statement.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to this firm in the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ LOWENSTEIN SANDLER LLP

LOWENSTEIN SANDLER LLP

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of National Fuel Gas Company of our report dated November 22, 2024 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in National Fuel Gas Company's Annual Report on Form 10-K for the year ended September 30, 2024.

/s/ PricewaterhouseCoopers LLP
Buffalo, New York
May 1, 2025

Exhibit 23.3

NETHERLAND, SEWELL & ASSOCIATES, INC.

CONSENT OF INDEPENDENT PETROLEUM ENGINEERS AND GEOLOGISTS

As independent oil and gas consultants, Netherland, Sewell & Associates, Inc. hereby consent to the incorporation by reference in the Registration Statement on Form S-8 of National Fuel Gas Company to be filed on or about May 1, 2025, of information from our audit report with respect to the oil and gas reserves of Seneca Resources Company, LLC dated October 28, 2024.

NETHERLAND, SEWELL & ASSOCIATES, INC.

By: /s/ Richard B. Talley, Jr.
Richard B. Talley, Jr., P.E.
Chairman and Chief Executive Officer

Houston, Texas
May 1, 2025

Exhibit 23.4

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees of our report, dated June 26, 2024, with respect to the statements of net assets available for benefits of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees as of December 31, 2023 and 2022, the related statements of changes in net assets available for benefits for the years then ended, and the related supplemental Schedule H, line 4i – Schedule of Assets (Held at End of Year) as of December 31, 2023, which report appears in the December 31, 2023 annual report on Form 11-K of the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees.

/s/ Bonadio & Co., LLP
Amherst, New York
May 1, 2025

Calculation of Filing Fee Tables

S-8

NATIONAL FUEL GAS CO

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
1	Equity	Common stock, par value $1.00 per share	Other	1,000,000	$ 77.38	$ 77,380,000.00	0.0001531	$ 11,846.88
			Total Offering Amounts:			$ 77,380,000.00		$ 11,846.88
			Total Fee Offsets:					$ 0.00
			Net Fee Due:					$ 11,846.88

Offering Note

1 Represents the number of shares of common stock, par value $1.00 per share ("Common Stock"), of National Fuel Gas Company (the "Registrant"), deliverable pursuant to the National Fuel Gas Company Tax-Deferred Savings Plan for Non-Union Employees (the "Plan"), being registered hereon. Pursuant to Rule 416 of the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement also covers such additional Common Stock as may become deliverable pursuant to any anti-dilution provisions of the Plan. In addition, pursuant to Rule 416(c) of the Securities Act, this Registration Statement also covers an indeterminable amount of plan participation interests to be offered or sold pursuant to the Plan. Estimated solely for calculating the amount of the registration fee, pursuant to Rule 457(c) and (h) of the Securities Act, on the basis of the average of the high and low sale prices of such securities on the New York Stock Exchange on April 24, 2025, within five business days prior to filing.