

NATIONWIDE RETIREMENT PLAN



Summary Plan Description

January 2018

TABLE OF CONTENTS

INTRODUCTION	4
GENERAL DESCRIPTION.....	4
Benefit Formulas	4
Participating Employers.....	5
ELIGIBILITY AND PARTICIPATION.....	5
Eligibility.....	5
Participation.....	5
SERVICE RULES.....	6
Vesting Service.....	6
Participation Service.....	6
Accrual Service.....	6
Service While on Military Leave	6
COVERED COMPENSATION AND FINAL AVERAGE COMPENSATION.....	6
Covered Compensation.....	6
Final Average Compensation	7
DETERMINATION OF YOUR ACCRUED BENEFIT.....	8
FAP Benefit	8
Account Balance Benefit	9
Conversion from FAP Benefit Formula to Account Balance Benefit Formula for Certain Participants.....	10
Integration with Social Security	10
Minimum Accrued Benefits and Minimum Early Retirement Benefits.....	10
RETIRING UNDER THE PLAN.....	10
Vesting in Your Accrued Benefit.....	10
Termination of Employment Before Age 55	11
Termination of Employment After Age 55 (Early Retirement).....	11
Determining Early Retirement Factors	11
Normal Retirement	12
Late Retirement	12
COMMENCING BENEFITS	12
Commencing a Benefit Before Reaching Age 55.....	12
Commencing a Benefit After Reaching Age 55.....	13
DISTRIBUTION OPTIONS	13
Single Life Annuity.....	13
Life Annuity – Period Certain.....	13
Joint and Survivor Annuity.....	14
Level Income Option.....	14

Available Cash Benefit	15
Lump Sum Benefit	16
Minimum Distribution Requirement	16
POST-RETIREMENT BENEFIT INCREASES	16
SPOUSAL DEATH BENEFIT	17
SPECIAL CIRCUMSTANCES	17
Disabilities On or Before December 31, 2009	17
Disabilities On or After January 1, 2010	17
Disabilities and Social Security	18
Services Credit upon Rehire	18
Recrediting Months of Eligibility, Vesting, Participation Service if Vested at Termination	18
Recrediting Months of Eligibility, Vesting, Participation Service if Not Vested at Termination	18
Recrediting of Months of Accrual Service	19
Rehire after Pension Begins/Employment Past Normal Retirement Date	19
Transfer to Another Nationwide Company	19
HOW TO REQUEST BENEFITS UNDER THE PLAN.....	19
HOW TO FILE A CLAIM FOR BENEFITS.....	20
HOW TO APPEAL AN ADVERSE CLAIMS DECISION	20
Limitations Period to Commence Legal Action	20
COVERAGE BY THE PENSION BENEFIT GUARANTEE CORPORATION	20
GENERAL PROVISIONS	21
Reservation of Right to Amend or Terminate Plan.....	21
Employment.....	21
Form of Payment	21
Situations That Could Cause a Delay or Loss of Benefit	22
Assignment of Benefits.....	22
Employer and Employee Contributions	22
Actuarial Valuation of Plan	22
ADMINISTRATIVE DETAIL.....	22
STATEMENT OF ERISA RIGHTS	24
Receive Information about Your Plan and Benefits	24
Prudent Actions by Plan Fiduciaries.....	24
Enforce Your Rights	24
Assistance with Your Questions.....	25
APPENDIX A – EARLY RETIREMENT FACTORS.....	26

INTRODUCTION

The following is the Summary Plan Description (SPD) for the Nationwide Retirement Plan (the Plan) as of January 1, 2018. For provisions that applied before January 1, 2017, you may request prior versions of the Plan's SPD. This SPD is a written statement which summarizes the terms, policies, procedures, and benefits of the Plan available to eligible Employees of Nationwide Mutual Insurance Company and its subsidiaries and affiliates, Nationwide Mutual Fire Insurance Company, and Farmland Mutual Insurance Company (collectively, Nationwide).

Many words used in this SPD have special meanings. These words appear in capital letters and are either defined for you in this SPD, or are defined in the Plan document.

The Plan's formal legal document and administrative rules, along with Federal laws, rather than the descriptions in this SPD, govern the Plan's administration and all benefit payments. In case of a conflict between this SPD and the Plan document, or any error or omission, the actual legal Plan document prevails in every case. Copies of the Plan document are available upon request or may be examined at the office of the Plan Administrator; note that a nominal charge may apply for hard copies.

Although Nationwide intends to continue the Plan indefinitely, Nationwide reserves the right to amend or terminate the Plan, in whole or part, at any time and for any reason.

If, after reviewing this SPD, you have questions concerning the operation of the Plan, please contact the Nationwide Retirement Center at Fidelity, the Plan's recordkeeper, at 1-800-238-4015.

Combined with participation in the Nationwide Savings Plan, Social Security and your personal savings, the Plan helps to ensure your financial security after employment ends.

GENERAL DESCRIPTION

The Plan is a defined benefit pension plan that is, and is intended to remain, qualified under Section 401(a) of the Internal Revenue Code (Code). The Plan provides you with an opportunity to receive a monthly income after your employment with Nationwide ends. You can choose when to commence benefits and how much of your Plan benefit will continue to your survivors.

Benefit Formulas

The Plan has two benefit formulas: (1) the Final Average Pay Benefit (FAP Benefit); and (2) the Account Balance Benefit.

If you were hired by Nationwide before January 1, 2002, have remained continuously employed since January 1, 2002 and had attained age 55 as of December 31, 2016, the Plan Administrator will calculate your benefit under the FAP Benefit formula. If you were not age 55 as of December 31, 2016, but met the other conditions specified in the prior sentence, your benefit will be calculated by adding the benefit you accumulated through December 31, 2016 under the FAP Benefit formula to any Account Balance Benefit you accumulate after December 31, 2016.

If you were hired or rehired after January 1, 2002, the Plan Administrator will calculate your benefit under the

Account Balance Benefit formula. If you have been rehired by Nationwide, you may have a grandfathered FAP Benefit related to your prior period(s) of employment.

You can begin to receive your Plan benefit, or in some cases a portion of such benefit, when your employment ends or you can delay commencement of your benefit until a later date. All monthly payment options provide for an income for the rest of your life. Certain benefit options may also provide income to your survivors after your death. The benefit you receive from the Plan is in addition to any benefit received from Social Security.

Participating Employers

Not all companies that are part of Nationwide have adopted the Plan. These companies are referred to as Non-Participating Employers. If you are an employee of a Non-Participating Employer, you will accrue Months of Eligibility Service, Months of Vesting Service and Months of Accrual Service during your period of employment with the Non-Participating Employer. Further, if you had accrued a benefit under the FAP Benefit formula before transferring to a Non-Participating Employer, that benefit will continue to be indexed based on changes in your Covered Compensation.

ELIGIBILITY AND PARTICIPATION

Eligibility

You are eligible to participate in the Plan if you are an Employee of Nationwide, and you have both attained age 21 and worked continuously until the one-year anniversary of your Date of Hire with Nationwide.

Although the term Employee includes most individuals performing services for Nationwide, the term does not include the following persons:

- NADP-NBAP-FADP Agents;
- Agency Capital Builder – 1 Agents;
- Non-resident aliens who receive no earned income from Nationwide which constitutes income from sources within the United States; or
- Excluded Workers.

Excluded Workers include individuals performing services for Nationwide who are classified by Nationwide as:

- Retained to work on a discrete project or creative matter;
- An independent contractor (including but not limited to Agents), as evidence by Nationwide's failure to withhold taxes from such individual's compensation; or
- A Leased Employee, who is an individual employed by a non-Nationwide company who performs certain services for Nationwide.

Participation

You automatically become a Participant in the Plan on the January 1 or July 1 coincident with or immediately following the date you meet the eligibility requirements.

Other eligibility and participation provisions applied before January 1, 2008.

SERVICE RULES

Several types of service are credited under the Plan. The following sections describe the purpose of each type of service and the rules that apply to crediting that type of service. To understand these rules, you must first understand the term “Hour of Service.”

Every hour you work counts as an Hour of Service — whether that hour worked was for a Participating or Non-Participating Employer. You also get credit for hours you did not work but for which you received Covered Compensation, such as holidays, vacation, illness, short term disability, or leave of absence. The following rules apply to service credited on or after January 1, 2002. Different rules applied in prior periods.

Vesting Service

Your eligibility for benefits depends on whether you are vested. Vesting means ownership. You receive one Month of Vesting Service for each calendar month in which the Plan Administrator credits you with an Hour of Service. If your employment ends on or after January 1, 2008, you will be vested in your Accrued Benefit after 36 months. Before 2008, different rules applied.

Participation Service

Participation Service is the service used in calculating your FAP Benefit, if applicable. The Plan Administrator will credit you with a Month of Participation Service for any calendar month in which the Plan Administrator credits you with an Hour of Service with a Participating Employer after becoming a Participant. If you became disabled before January 1, 2010, your period of disability may also be counted as Participation Service under certain conditions.

Accrual Service

Accrual Service is the service used in calculating your Account Balance Benefit, if applicable. The Plan Administrator will credit you with a Month of Accrual Service for:
Each Month of Participation Service you were credited with as of December 31, 2001, plus
Each calendar month on or after January 1, 2002, in which the Plan Administrator credits you with an Hour of Service.

Service While on Military Leave

The Uniform Services Employment and Reemployment Rights Act (USERRA) provides Participants with certain protections and benefits if you are on qualified military leave and are rehired/return to work in accordance with USERRA. For example, the Plan Administrator will provide benefit and service credit (up to a maximum of 60 months of credit for each period of military service) with respect to qualified military service when you are rehired and return to work. In addition, for purposes of eligibility for the FAP Benefit, you will be treated as not having incurred a Severance Date as a result of the qualified military leave. If you have been rehired and returned to work after qualified military leave, please contact the Associate Service Center to help ensure your period of military leave has been properly treated under the terms of the Plan.

COVERED COMPENSATION AND FINAL AVERAGE COMPENSATION

Covered Compensation

The Plan Administrator uses Covered Compensation to determine your Pay Credits under the Account Balance

Benefit formula. The Plan Administrator also uses Covered Compensation to determine your Final Average Compensation (FAC), which is a factor in the FAP Benefit formula and described below.

For each calendar year, your Covered Compensation will be your compensation reported on your W-2 form for federal income tax purposes for the calendar year, adjusted to:

1. Subtract the following amounts:
 - Payments made after termination of active employment, such as severance pay, payment for unused vacation, etc.
 - Retention bonuses
 - Payments to offset taxes, if any
 - Payments for certain relocation expenses
 - Income imputed to you due to Household Members coverage
 - Subsidy or reimbursement you receive for loss of a company car
 - Imputed income, executive perquisites and benefits paid under any long-term performance plan or long-term equity plan
 - Any payment of deferred compensation made before your Severance Date
 - Expense reimbursements or expense allowances
 - Gross-up payments, including the related compensation payment
 - Compensation earned following the date your employment status changes from eligible to ineligible (for Plan purposes) and during the period you are employed in an ineligible status; and,
2. Add back in the amounts which you:
 - Deferred on a pre-tax basis to the Nationwide Savings Plan
 - Contributed pre-tax to a medical, dental, or similar benefit plan maintained by Nationwide; or
 - Contributed pre-tax to a medical or dependent day care flexible spending account maintained by Nationwide.

The Code limits the maximum amount of compensation that the Plan Administrator can use to determine your Accrued Benefit. In calculating your benefits under the Plan, the Plan Administrator disregards compensation in excess of the stated Code limit. The limit in the year 2018 is \$275,000. The limit has increased in the past and may increase in future years.

Final Average Compensation

The Plan Administrator bases your FAP Benefit on your Final Average Compensation (FAC). For different service periods and formulas, the Plan Administrator uses a different definition of FAC. Unless otherwise noted, your FAC considers your Covered Compensation during a ten-year period — starting with the calendar year your employment ends and the nine prior calendar years in which you had an Hour of Service:

- For Months of Participation Service on or after January 1, 1996, FAC means the average of the highest five consecutive calendar years of Covered Compensation;
- For Months of Farmland Participation Service before January 1, 1996, FAC means the average of the highest four calendar years of Covered Compensation during the last ten complete calendar years (for example, the year in which your Severance Date occurs is generally not counted);
- For Months of Wausau Participation Service before January 1, 1996, FAC means the average of the highest three consecutive calendar years of Covered Compensation (base salary and overtime) during the last ten complete calendar years (for example, the year in which your Severance Date occurs is generally not counted);

- For Months of Nationwide Participation Service before January 1, 1996, FAC means the average of the highest three consecutive calendar years of Covered Compensation; and
- For former Provident Participants/Employees, different service periods and FAC definitions apply.

DETERMINATION OF YOUR ACCRUED BENEFIT

Your Accrued Benefit is the annual annuity payable at your Normal Retirement Date, or, if you have already reached your Normal Retirement Date, your current age, and it is calculated as described below:

- If you were an Employee as of December 31, 2001, and you earned a Month of Accrual Service for January 1, 2002, and you have been continuously employed since that time, and you were age 55 or older as of December 31, 2016, the Plan Administrator will determine your Accrued Benefit under the FAP Benefit formula; or
- If you transitioned from the FAP Benefit formula to the Account Balance Benefit formula as of January 1, 2017 (that is, you were actively employed and accruing benefits under the FAP Benefit formula as of December 31, 2016, but you were not age 55 as of such date), your total Accrued Benefit will be calculated by adding your Accrued Benefit accumulated through December 31, 2016 under the FAP Benefit formula to the Account Balance Benefit you earn after December 31, 2016; or
- If you earned your first Month of Accrual Service on or after January 1, 2002, or do not meet the conditions stated in the previous bullets, the Plan Administrator will use only the Account Balance Benefit formula to determine your Accrued Benefit.

FAP Benefit

This single FAP Benefit formula applies to service after 1995 — the formula is:

1.25% of your Final Average Compensation

PLUS

0.50% of your Final Average Compensation in excess of your Social Security Covered Compensation

TIMES

Your years of Participation Service (not to exceed 35 years)

If you have Participation Service before January 1, 1996, your FAP Benefit is segmented based on the formula associated with the company you worked for: Farmland Mutual Insurance Company, Wausau Service Corporation, and Nationwide (if you participated in the Nationwide Insurance Companies & Affiliates Retirement Plan).

So, for example, if you had service before 1996 with Farmland and Nationwide, your Accrued Benefit calculation under the FAP Benefit formula would be determined based on your service with each company:

- Pre-1996 service with Farmland — the Plan Administrator uses the prior Farmland Mutual Insurance Company Employee's Retirement Plan formula, plus

- Pre-1996 service with Nationwide — the Plan Administrator uses the prior Nationwide Insurance Companies & Affiliates Retirement Plan formula, plus
- Post-1995 service with Nationwide — the Plan Administrator uses the FAP Benefit formula.

The Plan Administrator calculates each segment using your compensation through your Severance Date, so your benefit will continue to change consistent with changes in your Covered Compensation.

Please Note: For former Provident Mutual employees, your benefit before January 1, 2003, is determined using the formula from the Nationwide Life Insurance Company of America Retirement Plan.

Account Balance Benefit

The Account Balance Benefit formula is a notional account that is converted into a single life annuity payable at age 65. Your Account Balance is determined by using the following formula:

$$\begin{aligned}
 &\text{Initial Account Balance} \\
 &\quad \text{PLUS} \\
 &\quad \text{Pay Credits} \\
 &\quad \text{PLUS} \\
 &\quad \text{Interest Credits}
 \end{aligned}$$

If you are a rehire, please see the “Special Circumstances” section of this SPD.

Pay Credits: If you are eligible for the Account Balance Benefit formula, pay Credits to your notional account commence the first pay period after you become a Participant (or after your date of hire if you were hired after 1/1/2002 and before 1/1/2008). Your Pay Credits are equal to a percentage of your Covered Compensation. The applicable percentage is based on your Months of Accrual Service through December 31 of the prior calendar year (see chart below).

The following service-based formula applies in calculating your Pay Credits:

Months of Accrual Service (through December 31 of the prior calendar year)	Pay Credits on all Compensation	Plus Pay Credits on Covered Compensation over the Social Security Wage Base*
Fewer than 36	3%	3%
36 - 107	4%	4%
108 - 179	5%	4%
180 - 263	6%	4%
264 or more	7%	4%

*Up to the annual IRS limit

The Social Security Wage Base is \$128,400 for 2018

Interest Credits: Interest Credits are credited each Payday. The Interest Credits are based on the Applicable Interest Rate, historically the 30-Year Treasury Rate, from the second month preceding the current quarter. For example, for the first quarter of 2016, the November 2015 rate was used.

Conversion from FAP Benefit Formula to Account Balance Benefit Formula for Certain Participants

If you were actively employed and accruing benefits under the FAP Benefit formula as of December 31, 2016, but had not yet attained age 55 as of such date, then your FAP Benefit accruals ceased as of such date and you will instead accrue Plan benefits under the Account Balance Benefit formula after December 31, 2016. As a result, your overall Accrued Benefit under the Plan will generally be equal to the sum of:

The FAP Benefit you accumulated through December 31, 2016
PLUS
The Account Balance Benefit you accrue after December 31, 2016.

The FAP Benefit you earned prior to January 1, 2017 will be frozen and preserved, meaning that you will not lose any Plan benefit you accumulated prior to your transfer from the FAP Benefit formula to the Account Balance Benefit formula.

Integration with Social Security

Both the Account Balance Benefit and FAP Benefit formulas integrate or coordinate benefits with Social Security. The Plan, however, does not reduce your Plan benefit on account of any benefits you receive from Social Security. Here's how the benefit formulas reflect Social Security integration in determining your benefit:

1. The FAP Benefit formula provides higher benefits on the portion of your Final Average Pay that exceeds Social Security Covered Compensation, and
2. Your Pay Credits under the Account Balance formula are higher for pay in excess of the Social Security Wage Base.

Social Security Covered Compensation is determined by averaging the Social Security Wage Base over a 35-year period, ending with the calendar year in which you would reach your Social Security Retirement Age. Because the Social Security Wage Base has increased almost every year, the Social Security Covered Compensation is different for every year of birth.

Minimum Accrued Benefits and Minimum Early Retirement Benefits

Your Accrued Benefit will never be less than your FAP Benefit, if any, calculated on the last day of each Plan Year.

If you were eligible for the FAP Formula as of December 31, 2009, and earned Participation Service after such date, your Early Retirement Benefit will never be less than your Accrued Benefit, if any, as of December 31, 2009, including any enhanced early retirement factors, if applicable.

RETIRING UNDER THE PLAN

Vesting in Your Accrued Benefit

In order to receive your Accrued Benefit, you must be vested as of your Severance Date. You become vested after you have been credited with 36 Months of Vesting Service.

If you are vested in your Accrued Benefit as of your Severance Date, you may commence payment of your Accrued Benefit. The amount of your payment will be dependent on your age as of your Severance Date and when you commence benefit payments. The following sections describe the manner in which the Plan Administrator determines the timing and amount of your benefit payments.

Benefit Limitations

There are Code rules that limit the amount of Covered Compensation that is permitted to be taken into consideration under the Plan, the level of integration with Social Security, and the maximum benefits payable under the Plan.

Termination of Employment Before Age 55

If you are age 54 or as of your Severance Date (age 51 or younger if the case of Involuntarily Termination), you can commence your benefit payments under the Plan effective as of the first business day of the month following your Severance Date (with actual payments commencing on the last day of such month, or as soon as administratively practicable thereafter), provided that you otherwise timely and completely executed all necessary paperwork required by the Plan Administrator.

The benefit formulas assume that you will commence your benefit at age 65. As a result, if you start your benefit before age 65, the Plan Administrator will reduce your payments, using early retirement factors, to reflect the earlier commencement of the benefit payments and the longer period of payment. The early retirement factors vary based on your age as of your Severance Date and the formula that applied to your specific period of service.

Termination of Employment After Age 55 (Early Retirement)

If you are 55 or older as of your Severance Date (age 52 in the case of Involuntary Termination), you can commence your benefit payments effective as of the first day of any subsequent month (with actual payments commencing as of the last business day of such month, or as soon as administratively practicable thereafter). For benefit payments to commence, you must complete and submit the required paperwork in a timely manner.

The benefit formulas assume that you will commence your payments at age 65. If you receive your benefit payments before age 65, the Plan Administrator will reduce your payments, using early retirement factors, to reflect the earlier commencement of the benefit payments and the longer period of payment. The early retirement reduction factors vary based on your age as of your Severance Date and the formula that applied to your specific period of service.

Determining Early Retirement Factors

If your Severance Date is on or after January 1, 2010, the factors listed in the column labeled Schedule C in Appendix A generally apply to your entire Accrued Benefit.

However, if you were eligible for the FAP Benefit as of December 31, 2009, and earned Participation Service after such date, your Early Retirement Benefit will never be less than your Accrued Benefit, if any, as of December 31, 2009, including Schedule A and Schedule B factors, if applicable.

- Schedule A – the factors listed in the column labeled Schedule A apply to all service with a Participating Employer before 2007 (other than Farmland Participation Service before 1996)

- Schedule B – the factors listed in the column labeled Schedule B apply to Farmland Participation Service before 1996; and
- Schedule C – the factors listed in the column labeled Schedule C generally apply to all other portions of your Accrued Benefit.

Normal Retirement

If you are age 65 or older and have terminated your employment, you can commence your benefit payments effective as of the first day of any subsequent calendar month (with actual payments commencing on the last day of such month, or as soon as administratively practicable thereafter).

Late Retirement

If you work beyond your Normal Retirement Date, the Plan Administrator will treat your benefit as being suspended. Once you have a Severance Date, your Accrued Benefit will be calculated based on your service through your Severance Date. In other words, your Accrued Benefit is not adjusted for the benefit payments that you could have received if your employment had ended at your Normal Retirement Date.

If you are actively employed upon reaching age 70½, each year the Plan Administrator will compare the benefit you accrued for such calendar year to an actuarial increase of your Accrued Benefit at the end of the prior year. The Plan Administrator will increase your Accrued Benefit by the larger amount.

COMMENCING BENEFITS

To commence your Accrued Benefit, you must contact the Plan Administrator. Once you have contacted the Plan Administrator, the Plan Administrator will provide you with information regarding the process necessary to commence your benefit and the distribution options available to you.

Other than the Available Cash Benefit and the Lump Sum Benefit, which give you the option to receive a lump sum distribution of all or some portion of your Accrued Benefit, your distribution options are payable in different forms of annuities. All annuities are life annuities — a monthly income paid on the last business day of each calendar month for as long as you live.

The amount of the monthly annuity benefit you receive depends on whether or not:

- You elect to commence your benefit payments before reaching age 65
- You elect a survivor benefit
- You elect to convert a portion of the benefit payable to you into an additional monthly benefit payable until you reach age 62, referred to as the Level Income Option; or
- You elect to receive a portion of your benefit in cash, if eligible.

If you were not vested at your Severance Date, then you are deemed to have received a distribution of your Accrued Benefit as of such Severance Date.

To receive any benefit under the Plan, you must: (1) be vested, (2) make an affirmative election to receive the benefits, and (3) complete and submit any required paperwork in a timely manner.

Commencing a Benefit Before Reaching Age 55

If you are eligible and you elect to commence the payment of your Accrued Benefit before reaching age 55 (or

age 52 in the case of Involuntary Termination), you can only elect a 50% or 75% Joint and Survivor Annuity, or a lump sum payment (such as the Lump Sum Benefit or Available Cash Benefit), as described below under the “Distribution Options” section of this SPD.

Commencing a Benefit After Reaching Age 55

If you elect to commence annuity payments on or after reaching age 55 (or age 52 in the case of Involuntary Termination), you have a choice to receive your benefit in any of the forms of distribution described below under the “Distribution Options” section of this SPD. If you are married on your Retirement Date, your spouse has to approve any form of distribution that you elect if that annuity form does not provide your spouse with a lifetime benefit that is at least as large as the benefit payable under the 50% Joint and Survivor Annuity form. You must make your election before your Retirement Date.

If you are married on your Retirement Date, you can waive the annuity form normally payable if:

- The Plan Administrator receives the irrevocable written consent of your spouse to such election which is notarized or witnessed by the Plan Administrator,
- Your waiver and your spouse’s consent names the specific non-spouse beneficiary and the particular form of optional form of distribution elected, and
- Your spouse’s consent acknowledges the effect of such consent.

After the 120th day following the end of the calendar month in which your Retirement Date occurs, your election of a form of benefit cannot be changed or rescinded. Other restrictions may also apply. Elections to receive the Lump Sum Benefit or the Available Cash Benefit (as described below) are irrevocable after the cash payment has been made.

DISTRIBUTION OPTIONS

As mentioned above, your Accrued Benefit is calculated as an annual annuity payable over the course of your life. Because each Participant’s situation in retirement is different, however, the Plan offers several distribution options. All distribution options are actuarially equivalent.

If you are not married on your Retirement Date, the “normal form” of payment under the Plan is the Single Life Annuity. If you are married on your Retirement Date, the “normal form” of payment is the 50% Joint and Survivor Annuity with your spouse as the designated beneficiary.

Single Life Annuity

This form of annuity pays a monthly benefit continuing for as long as you live. Nothing is paid after your death. The amount of the Single Life Annuity is equal to your Accrued Benefit, if paid at your Normal Retirement Date. If you commence payments before your Normal Retirement Age, the Single Life Annuity will be reduced to reflect earlier commencement. If you are married on your Retirement Date, you must obtain your spouse’s written approval to elect this form of payment.

Life Annuity – Period Certain

This form of annuity will pay you a monthly benefit as long as you live. If you die within the guaranteed period (either 5, 10, 15 or 20 years, per your election), payments continue to your named beneficiary until the end of the guaranteed period. If you are married on your Retirement Date, you must obtain your spouse’s written approval to elect this form of payment. You can designate anyone to be your beneficiary for this distribution

option. The Plan contains many specific rules as to whom your remaining benefit will be paid if your designated beneficiary predeceases you but, in general, your remaining benefit will be paid to your estate if you have one.

Because of the guaranteed period, the monthly benefit payable under this form of annuity is less than the monthly benefit payable under a Single Life Annuity. Because of tax code limits in some situations, particularly if you commence benefits after reaching age 65, you may not be eligible for a Life Annuity – Period Certain form of distribution with a 20-year guaranteed period. The Plan Administrator will notify you if you are not eligible for this benefit form.

Joint and Survivor Annuity

This form of annuity will pay you a monthly benefit for as long as you live. If you should die before the individual you name as your designated beneficiary, the Plan Administrator will continue to make monthly payments to your designated beneficiary for the remainder of his or her life. You can elect to have 50%, 66⅔%, 75% or 100% of the annuity that you were receiving go to your designated beneficiary after you die. If you are married on your Retirement Date, you must obtain your spouse's written approval to name someone other than your spouse as your designated beneficiary.

Because a part of the annuity may be payable to your designated beneficiary, the monthly benefit payable under this form of annuity is less than the monthly benefit payable under a Single Life Annuity.

Level Income Option

If your Retirement Date occurs before you reach age 62, the Level Income Option allows you to concentrate more of your benefit in the years prior to your attainment of age 62. You effectively convert part of your lifetime annuity benefit to an additional guaranteed payment that is paid through the month following the month in which you reach age 62. You can use the Level Income Option to bridge a gap in income between your Retirement Date and the earliest date your Social Security benefits can commence (age 62). Payments under the Level Income Option continue to your named beneficiary should you die before reaching age 62. This payment option is only available for those individuals who elect to commence monthly annuity benefits starting at age 55 or older (or age 52 in the case of Involuntary Termination). If you are married on your Retirement Date, you must obtain your spouse's written approval to elect this form of payment.

The Plan Administrator will generally provide you a rough estimate of your Social Security benefit based on your current salary. You may wish to contact Social Security to determine what your actual benefit will be. If it differs from the Plan's estimate, you can send a written request to the Plan Administrator to request a "level income" amount that will match the estimate you receive from Social Security.

You can elect the Level Income Option at any time before your Retirement Date in combination with any other form of distribution. If you are interested in retiring before age 62, ask the Plan Administrator for a benefit estimate. It will show how much benefit you can elect under the Level Income Option and what the impact will be on your regular life annuity.

There are two important points to understand about the Joint and Survivor Annuity form of benefit. *First*, if your designated beneficiary dies before you, there is no change in the amount of benefit paid to you and all payments will stop upon your subsequent death. *Second*, if your designated beneficiary dies before you, you cannot designate another individual to become your beneficiary.

Available Cash Benefit

If you earned an Hour of Service between January 1, 2002 and December 31, 2013, you may elect to receive a portion of your vested Accrued Benefit in a single cash payment (the Available Cash Benefit). This distribution option is available at any time following your Severance Date. You can receive the Available Cash Benefit if you complete and submit all documentation required by the Plan Administrator following your Severance Date.

The Available Cash Benefit can be paid as early as the last business day of the month following your Severance Date, but no earlier than the date you complete and submit all required documentation.

If you are rehired after you make an election to receive the Available Cash Benefit, but before the date on which the Available Cash Benefit is paid, no benefit will be paid until your subsequent Severance Date.

Amount of Available Cash Benefit

The Plan Administrator will determine the Available Cash Benefit as of your date of distribution as:

- Your Cash Benefit, where your Cash Benefit is determined to be \$25,000 or less;
- \$25,000, if your Cash Benefit is determined to be more than \$25,000, but your Account Balance is \$100,000 or less; or
- 25% of your Account Balance if your Account Balance is more than \$100,000.

Your Cash Benefit is generally equal to your FAP Benefit or, if you have not accrued an FAP Benefit, to your Account Balance.

If you transitioned from the FAP Benefit formula to the Account Balance Benefit formula as of January 1, 2017 (that is, you were actively employed and accruing benefits under the FAP Benefit formula as of December 31, 2016, but you were not yet age 55 as of such date), note that your Available Cash Benefit will be calculated without regard to any Account Balance Benefit you receive on or after January 1, 2017.

Death of Participant After Completion of Required Paperwork to Receive the Available Cash Benefit

If you die after submitting the proper documentation to receive the Available Cash Benefit, but before receiving the Available Cash Benefit, the Plan Administrator will pay the Available Cash Benefit to your spouse, if any. If you are not married at the time of your death, the Plan Administrator will pay the Available Cash Benefit to your estate. If there is no estate opened for you pursuant to the applicable state and local laws, the Plan Administrator will distribute the Available Cash Benefit in the following order: to your surviving children, if any, equally; if you have no surviving children, then to your surviving parents, if any, equally; if none of the preceding parties survive you then to your surviving siblings, if any, equally.

Return of Employee Contributions with Interest

The Plan Administrator calculates the Available Cash Benefit separately from the calculation of your Employee Contributions with Interest, if any. The only Participants with Employee Contributions are Employees who participated in the Farmland Mutual Insurance Company Employee's Retirement Plan before 1996. A separate election will be available for those Participants who wish to also elect payout of their Employee Contributions with Interest.

Lump Sum Benefit

You may elect to receive your Accrued Benefit as a single, Lump Sum Benefit payment at any time after your Severance Date if you meet all of the following criteria:

- The present value of your Accrued Benefit does not exceed \$50,000
- The present value of your Accrued Benefit exceeds your Employee Contributions with Interest, if any, by more than \$1,000 but less than or equal to \$50,000 on any date on or after your Severance Date; and
- You have not received a distribution of your Available Cash Benefit or a prior Lump Sum Benefit payment (or, if you have received a distribution of your Available Cash Benefit or a Lump Sum Benefit, you were subsequently rehired and then terminated employment again).

If you meet this criteria, the amount of the Lump Sum Benefit payment you are entitled to receive will be equal to the present value of your Accrued Benefit plus the value of your Employee Contributions with Interest. You may only elect the Lump Sum Benefit payment if you also elect to receive your Employee Contributions with Interest in a lump sum at the same time.

Minimum Distribution Requirement

Benefit payments will commence on March 1 of the calendar year following the later of the calendar year in which you attain 70½ or the calendar year in which your Severance Date occurs.

POST-RETIREMENT BENEFIT INCREASES

Automatic post-retirement benefit increases may be applied to the portion of your Accrued Benefit based on Nationwide Participation Service before 1996. The increase, if any, will range from 0% to 3% each year. The increase will apply on each March 1, starting with the March 1 following the later of:

- The calendar year in which you reach age 65; or
- The calendar year in which you start benefits under the Plan.

The Plan Administrator will prorate your first increase after retirement based on the number of monthly payments you have received after your 65th birthday, divided by 12. The fraction will never be greater than 1.0. The Plan Administrator will apply this fraction to the 0% to 3% increase, as determined above.

The Plan Administrator bases the increase on the Variable Annuity Fund's rate of return for the preceding calendar year:

Rate of Earnings*	Percent Increase
8.15%	3.0%
7.10%	2.0%
6.05%	1.0%
5.00%	0.0%

* If the rate falls between 5.0% and 8.15%, the Plan Administrator will prorate the percentage of increase. The rate of increase, however, is never greater than the rate of increase in Old Age, Survivors, and Disability Income benefits under Social Security, determined as of the preceding January 1.

SPOUSAL DEATH BENEFIT

The Plan provides a death benefit to vested Participants who are married at the time of their death. Your surviving spouse will receive the Qualified Preretirement Survivor Annuity (QPSA). The QPSA is a monthly annuity payable to your surviving spouse beginning on or after your earliest Retirement Date but no later than the Required Beginning Date (generally, no later than April 1st of the calendar year following the calendar year you would have attained age 70½). The benefit payable under the QPSA is determined as if you had terminated employment on your date of death, survived to the earliest Retirement Date and commenced a 50% Joint and Survivor Annuity with your spouse as your designated beneficiary.

If your death occurs after your Retirement Date, the Plan Administrator will pay any survivor benefits in accordance with the form of annuity you selected.

SPECIAL CIRCUMSTANCES

Special circumstances may affect your Accrued Benefit under the Plan, such as going on disability, being rehired, or being transferred to another Nationwide company.

Disabilities On or Before December 31, 2009

If you were a Participant in the Plan and you became disabled on or before December 31, 2009, the following provisions apply:

- If you become eligible for and receive disability benefits under the Social Security Act (or would have received such benefits but for your death, attainment of an age at which you are no longer eligible for such benefits, or, for disabilities commencing on or after January 1, 2002, return to active service within 155 days after becoming eligible for and receiving long-term disability benefits under an employee benefit plan maintained by the Participating Employers, before the end of the waiting period for such benefits), and you receive long-term disability benefits under an employee benefit plan maintained by the Participating Employers; or
- For disabilities commencing on or after January 1, 1992, if you apply for disability benefits under the Social Security Act, and the Social Security Administration denies your eligibility for such benefits and you exhaust all available administrative appeals of such denial, and you receive long-term disability benefits under an employee benefit plan maintained by the Participating Employers.

You will continue to accrue Months of Eligibility Service, Months of Vesting Service, Months of Accrual Service and Months of Participation Service for the period of disability on the same basis as would have applied had you continued your active service, until the last day of the calendar month in which you either cease receiving long-term disability payments from an employee benefit plan maintained by the Participating Employers or cease receiving disability benefits under the Social Security Act (if you fail to appeal the termination of such benefits).

Disabilities On or After January 1, 2010

If you become disabled on or after January 1, 2010, you will not accrue any additional benefit under the Plan during the period in which you are receiving long-term disability benefits. However, if you become disabled on or after January 1, 2010, and begin receiving long-term disability benefits under an employee benefit plan maintained by the Participating Employers, you will accrue Months of Eligibility Service, Months of Vesting Service and Months of Accrual Service during the period in which you meet the following requirements:

You continue to receive long term disability benefits under an employee benefit plan maintained by the Participating Employers, and you are either:

- Approved for SSDI benefits; or
- You apply for disability benefits under the Social Security Act and the Social Security Administration denies your eligibility for such benefits and you exhaust all available administrative appeals of such denial.

You will continue to accrue Months of Eligibility Service, Months of Vesting Service and Months of Accrual Service for the period of disability on the same basis as would have applied had you continued your active service, until the last day of the calendar month in which you either cease receiving long-term disability payments from an employee benefit plan maintained by the Participating Employers or cease receiving disability benefits under the Social Security Act (if you fail to appeal the termination of such benefits).

Disabilities and Social Security

If the Social Security Administration denies or terminates your Social Security disability payments and you fail to complete the Social Security disability claims and appeal process, or if your long-term disability benefit payments under an employee benefit plan maintained by the Participating Employers stop, then the Plan Administrator will treat the date of such occurrence as your Severance Date for purposes of the Plan and will discontinue any further service accruals as of such date.

Services Credit upon Rehire

If you are rehired, whether and to what extent the Plan Administrator will recredit your service depends on the length of your Break in Service and your vesting and pension status as of your Severance Date. In some cases, the Plan Administrator will not recredit your service.

Recrediting Months of Eligibility, Vesting, Participation Service if Vested at Termination

If you were vested in the Plan or in a predecessor plan on your Severance Date and are rehired, the Plan Administrator will generally recredit your Months of Eligibility Service, Months of Vesting Service and Months of Participation Service immediately upon rehire (except where your benefit has been spun off to a plan of another employer, or where you received a prior lump sum distribution).

Recrediting Months of Eligibility, Vesting, Participation Service if Not Vested at Termination

If you were not vested in the Plan on your Severance Date, the following rules will generally apply:

- If you were rehired by Nationwide within one year of your Severance Date, the Months of Eligibility Service, Months of Vesting Service, and Months of Participation Service you earned prior to your rehire date will generally be recredited on your date of rehire. You will also receive service credit for Months of Eligibility Service and Months of Vesting Service during your period of absence.
- If you were rehired after incurring a One Year Break-in-Service after your Severance Date, but before incurring five consecutive One Year Breaks-in-Service, your Months of Eligibility Service, Months of Vesting Service, and Months of Participation Service before rehire will generally be recredited after you have worked 12 months following your rehire date.
- If you were rehired after incurring five consecutive One Year Breaks-in-Service, no service will be recredited and you will be treated as a new hire.

Recrediting of Months of Accrual Service

If you are a former Employee who accrued a Month of Accrual Service after January 1, 2002, had a Severance Date after that date, and your most recent rehire date is after that date, your Months of Accrual Service are generally determined as follows:

- If you were not vested and are rehired before incurring five consecutive One Year Breaks-in-Service, your Months of Accrual Service earned before your Severance Date shall be recredited on your most recent rehire date.
- If you were not vested and are rehired after incurring five consecutive One Year Breaks-in-Service, no credit for Months of Accrual Service earned before your Severance Date will be received.

Rehire after Pension Begins/Employment Past Normal Retirement Date

If you are rehired after starting a monthly benefit, the Plan Administrator will suspend your annuity payments. Annuity payments will resume the first calendar month after your subsequent Severance Date. If, however, you elected the Level Income Option, that portion of your monthly payment cannot be suspended. You should contact the Plan Administrator to determine the impact on your benefits if you are planning to return to active employment after starting your monthly benefit payments.

If you work beyond your Normal Retirement Date, the Plan Administrator will treat your benefit as being suspended. Once you have a Severance Date, your Accrued Benefit will commence based on your service through your Severance Date; that is, the Plan Administrator will not adjust your Accrued Benefit to reflect the benefit payments you could have received if your employment had ended at your Normal Retirement Date.

If you are actively employed upon reaching age 70½ and you elect to defer receipt of your Accrued Benefit, each year the Plan Administrator will compare the benefit you accrued for such calendar year to your prior year Accrued Benefit amount that has been actuarially increased. The Plan Administrator will increase your Accrued Benefit by the larger amount.

Transfer to Another Nationwide Company

Not all companies that are part of Nationwide have adopted the Plan; these companies are referred to as “Non-Participating Employers.” If you transfer directly to a Non-Participating Employer, the Plan Administrator will continue to credit you with Months of Eligibility Service, Months of Accrual Service and Months of Vesting Service. In addition, if you were eligible for benefit accruals under the FAP formula, the Plan Administrator will continue to update your Covered Compensation on the same basis as if you were employed by a Participating Employer. The Plan Administrator, however, will not credit you with any Months of Participation Service or apply Pay Credits during the time you are employed by the Non-Participating Employer. If you transfer directly to another Participating Employer, the transfer will not affect your benefits under, or your participation, in the Plan.

HOW TO REQUEST BENEFITS UNDER THE PLAN

Please notify the Nationwide Retirement Center at Fidelity of your decision to retire as soon as practical. Once you notify the Plan Administrator of your decision, the Plan Administrator will send you the paperwork to initiate the retirement process.

HOW TO FILE A CLAIM FOR BENEFITS

Under the Plan, a claim for benefits is more than just an inquiry about benefits under normal administrative procedures (e.g., requesting a statement of benefits). A claim for benefits is a written request to the Plan Administrator asking the Plan Administrator to review the results of the normal administrative process. For example, a claim can be submitted if you (or a beneficiary) believe a payment to be incorrect or if you believe an error has occurred. You or your representative will have the opportunity to review documents pertinent to the claim and to submit issues and comments in writing.

If you submit a written claim for benefits, the Plan Administrator will conduct a full and fair review of your claim and notify you of the decision within 60 days. That decision will be in writing and will include the specific reasons for the decision along with reference(s) to the Plan provision(s) on which the decision was based.

HOW TO APPEAL AN ADVERSE CLAIMS DECISION

If your claim for benefits is denied, in whole or in part, you have a right to appeal that denial by submitting a written application to the Plan Administrator within 60 days after your claim has been denied. The Plan Administrator will conduct a full and fair review of your appeal and notify you of the decision within 60 days (120 days if special circumstances apply). That decision will be in writing and will include the specific reasons for the decision along with reference(s) to the Plan provision(s) on which the decision was based. You or your representative will have the opportunity to review documents pertinent to the claim and to submit issues and comments in writing.

Should you receive an adverse benefit determination after exhausting your appeal rights, you have the right to bring a civil action under Section 502 of ERISA.

Limitations Period to Commence Legal Action

All current and former Participants, or their beneficiaries, heirs or legal representatives, shall have one year from the date of an adverse appeal decision to commence legal action related to such decision. The Plan Administrator, in its sole discretion, may waive this requirement if the current or former Participant (or his or her beneficiary(s), heir(s), or legal representative(s), as applicable) provides adequate proof, within a reasonable period of time following expiration of the one-year limitation, setting forth the specific reasons why the requirement could not be met. Any such legal action must be filed in the United States District Court, Southern District of Ohio, Eastern Division.

COVERAGE BY THE PENSION BENEFIT GUARANTEE CORPORATION

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan is terminated without enough assets to pay all benefits owed thereunder, the PBGC will step in to assist with the payment of pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee will generally cover: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan is terminated; and (3) certain benefits for your survivors.

The PBGC guarantee will generally not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Plan is terminated; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan is terminated; (3) benefits that are not vested because you have not worked long enough for Nationwide; (4) benefits for which you have not met all of the requirements at the time the Plan is terminated; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's Normal Retirement Age; and (6) non-pension benefits that are not provided by the Plan, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits under the Plan are not guaranteed, you still may receive some of those benefits from the PBGC depending on the amount of assets held by the Plan and on how much the PBGC collects from employers. For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at: <http://www.pbgc.gov>.

GENERAL PROVISIONS

Reservation of Right to Amend or Terminate Plan

Nationwide's current intention is to continue the Plan indefinitely. However, Nationwide reserves the right to change or discontinue the Plan or to eliminate benefits under the Plan at any time. A Participating Employer can terminate the Plan with respect to its own Employees by resolution adopted by the Participating Employer's board of directors.

Nationwide reserves the right to change or discontinue any of the philosophies, policies, procedures and benefits in the future.

Employment

Nationwide provides the Plan as a benefit to eligible Employees. Participation in the Plan is not a promise or guarantee of future employment. The information contained in this SPD does not alter the employment-at-will relationship between Nationwide and you. This means both Nationwide and each Employee have the right to terminate employment at any time, with or without reason.

The philosophies, policies, procedures and benefits contained in this SPD are not conditions of employment, nor do they imply, create or constitute an employment contract.

Receipt of benefits from the Plan depends on continued employment and eligibility.

Form of Payment

All benefits will be paid in U.S. dollars.

Situations That Could Cause a Delay or Loss of Benefit

Nationwide has designed the Plan to provide you with an income after your active employment ends. Some situations, however, could affect your receipt of benefits. The following situations may delay payment of your benefit or cause the Plan Administrator to forfeit your Accrued Benefit:

- If your Severance Date occurs before you are vested in the Plan, you will not receive a Plan benefit.
- If you do not return all of the Participant/beneficiary distribution election forms completed, signed, and dated, your benefit payments may be delayed.
- If you do not keep your most recent address on file and Nationwide cannot locate you, your benefit payments may be delayed.

Assignment of Benefits

Because the Plan is intended to provide income security during your retirement years, benefits are not assignable to the claims of any creditor. The Plan, however, provides that your benefits may be paid to an ex-spouse, a child or other dependents pursuant to a Qualified Domestic Relations Order (QDRO).

Your benefits under the Plan may be reduced if the Plan Administrator receives a QDRO, which provides benefits under the Plan to an alternate payee. A QDRO must meet specific legal requirements and be recognized by the Plan Administrator. You or your representative may obtain, free of charge, information regarding QDROs by logging on to <https://qdro.fidelity.com> or by contacting:

Fidelity Investments
Nationwide Retirement Center
QDRO Administration Group
P.O. Box 770002
Cincinnati, Ohio 45277
Attention: Nationwide Mutual Insurance Company

Telephone: 1-800-238-4015

Employer and Employee Contributions

The Participating Employers make regular contributions to the Plan. Currently, Employees are not required nor permitted to contribute to the Plan.

Actuarial Valuation of Plan

An actuarial valuation of the Plan is made with respect to every calendar year. An actuarial valuation is a study that determines the minimum contributions required by law and the maximum tax-deductible contributions permitted.

ADMINISTRATIVE DETAIL

Below are some important administrative details about the Plan. Although you will not need this information every day, it is a good idea to keep it in an easily accessible location.

Plan Name and Number

Nationwide Retirement Plan (333)

Plan Type

The Plan is a defined benefit pension plan, which means it provides retirement income in an amount determined from a pre-defined benefit formula. The Plan is, and is intended to remain, qualified under Section 401(a) of the Code as a defined benefit plan.

Plan Sponsor

The sponsor of the Plan is Nationwide Mutual Insurance Company, and its principal home office is located at One Nationwide Plaza, Columbus, OH 43215-2220.

Plan Sponsor Employer Identification Number

31-4177100

Plan Year

Each annual period beginning on January 1 and ending on December 31.

Predecessor Plans

Three retirement plans (predecessor plans) were merged to create the Nationwide Retirement Plan effective Dec. 31, 1995. Those plans were:

- The Farmland Mutual Insurance Company Employee's Retirement Plan
- The Nationwide Insurance Companies and Affiliates Retirement Plan; and
- The Wausau Insurance Companies Pension Plan.

Effective Jan. 30, 2008, the Nationwide Life Insurance Company of America Retirement Plan was merged into the Plan. Effective Dec. 31, 2012, the Pension Plan of Harleysville Group Inc. and Associated Employers was merged into the Plan.

Plan Administrator

The Benefits Administrative Committee is the Plan Administrator for the purposes of ERISA. The Plan Administrator can be reached at the following address:

Associate Service Center, 1-01-03
Nationwide Insurance
Attn: Secretary to the Administrative Committee
P.O. Box 182171
Columbus, OH 43218 – 2171

Recordkeeper

The recordkeeper of the Plan is Fidelity. You can contact Fidelity for Plan-related questions at the following address:

Fidelity Investments
Nationwide Retirement Center
P.O. Box 770002
Cincinnati, Ohio 45277
Attention: Nationwide Mutual Insurance Company Operations

Telephone: 1-800-238-4015

Agent for Service of Legal Process

The Agent for Service of Legal Process is:

Nationwide Mutual Insurance Company
Associate Vice President - Litigation-Discovery Unit

Attn: Service of Process Team
One Nationwide Plaza (1-30-403)
Columbus, OH 43215

Telephone: 1-877-764-0418

Service of legal process may also be made upon the Plan Administrator.

STATEMENT OF ERISA RIGHTS

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office, all documents governing the Plan, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor (also available at the Public Disclosure Room of the Employee Benefits Security Administration).
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, copies of the latest annual report (Form 5500 Series) and most recent SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a Plan benefit at Normal Retirement Age and if so, what your benefit would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a Plan benefit, the statement will tell you how many more years you have to work to obtain a right to such benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer, may fire you or otherwise discriminate against you in any way to prevent you from obtaining Plan benefits or exercising your rights under ERISA.

Enforce Your Rights

If your claim for Plan benefits is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights.

- If you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

- If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, which is listed in your telephone directory.

You may also contact:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-275-7922. You may also visit EBSA's website on the Internet at <http://www.dol.gov/ebsa/>.

APPENDIX A – EARLY RETIREMENT FACTORS

Early Retirement Factor¹

Multiply This Percentage Times Your Accrued Benefit

Age When Benefits Start	Schedule A for Nationwide or Wausau Service Before 2007 (for benefits accrued through 12/31/2009 when termination is after age 55)	Schedule B for Farmland Service Before 1996 (for benefits accrued through 12/31/2009 when termination is after age 55)	Schedule C for All Other Service
65	100%	100%	100.0%
64	99%	100%	93.3%
63	98%	100%	86.6%
62	97%	100%	80.0%
61	92%	93%	73.3%
60	87%	86%	66.6%
59	82%	79%	61.3%
58	77%	72%	56.0%
57	72%	65%	50.6%
56	67%	58%	46.6%
55	62%	50%	42.6%
54	57%	46%	39.0%
53	52%	42%	35.7%
52	47%	38%	32.7%

1 NOTE: These tables are generally applicable for most Participants. However, other tables/factors set forth in the Plan may apply in calculating your Accrued Benefit, taking into account variables such as your Employer, your age as of your Retirement Date, your Severance Date, or your participation in a previous employer's plan that was merged into the Plan. Please contact the Nationwide Retirement Center for the appropriate factors that apply to your specific situation.

This page left intentionally blank.



Nationwide[®]
is on your side