

The Best of America® IV Annuity

Prospectus dated May 1, 2018

An Individual Flexible Purchase Payment Deferred Variable Annuity Contract Issued by Nationwide Life Insurance Company Through its Nationwide Variable Account – II

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Prospectus supplement dated July 2, 2018

to the following prospectus(es):

Nationwide Destination All American Gold 2.0, Nationwide Destination All American Gold NY 2.0, Nationwide Destination B 2.0, Nationwide Destination B NY 2.0, Nationwide Destination EV NY 2.0, Nationwide Destination L NY 2.0, Nationwide Destination Navigator 2.0, Nationwide Destination Navigator NY 2.0, BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity II, BOA Achiever Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, Nationwide Destination B, Nationwide Destination C, Nationwide Destination EV 2.0, Nationwide Destination L, Nationwide Destination L 2.0, BOA All American Annuity, M&T All American, BOA America's Future Annuity, and BOA V dated May 1, 2018

BOA America's Exclusive Annuity II dated May 1, 2016

BOA America's Income Annuity and BOA Advisor Variable Annuity dated May 1, 2014

BOA Choice Annuity, Paine Webber Choice Annuity, BOA Choice Venue Annuity II, Nationwide Destination EV, Nationwide Destination Navigator, and Nationwide Destination Navigator (New York) dated May 1, 2013

Schwab Income Choice Variable Annuity dated May 1, 2012

Schwab Custom Solutions Variable Annuity dated May 1, 2010

Nationwide Enterprise The Best of America Annuity May 1, 2008

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

The following disclosure changes are made to the prospectus:

- (1) The prospectus offers the following underlying mutual fund(s) as investment option(s). Effective July 30, 2018, the name of the investment option(s) are updated as indicated below:

CURRENT NAME	UPDATED NAME
PIMCO Variable Insurance Trust - Foreign Bond Portfolio (unhedged): Advisor Class	PIMCO Variable Insurance Trust - International Bond Portfolio (unhedged): Advisor Class

Prospectus supplement dated June 28, 2018

to the following prospectus(es):

Nationwide Destination Architect 2.0, Nationwide YourLife Protection VUL - NLAIC, Marathon Performance VUL, Nationwide YourLife Accumulation VUL - NLAIC, Nationwide YourLife Survivorship VUL, Nationwide Protector IVUL, Nationwide Accumulator IVUL, Nationwide YourLife Protection VUL - New York, Nationwide YourLife Accumulation VUL - New York, Nationwide YourLife Survivorship VUL - New York, BOA CVUL Future (NWL), BAE Future Corporate FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity, Key Future, NEA Valuebuilder Future, America's Future Horizon Annuity, BOA V, NEA Valuebuilder Select, M&T All American, BOA Next Generation II FPVUL, BOA FPVUL, NLIC Options, NLIC Options Plus, NLIC Options Premier and NEA Valuebuilder dated May 1, 2018

BOA America's Exclusive Annuity II dated May 1, 2016

BOA America's Income Annuity dated May 1, 2014

BOA Choice Annuity and Key Choice dated May 1, 2013

Marathon VUL (NLAIC), BOA Last Survivorship II, BOA ChoiceLife Survivorship, BOA Protection Survivorship Life, BOA ChoiceLife Protection, Next Generation Survivorship Life, and BOA ChoiceLife Survivorship II dated May 1, 2009

Multi-Flex Annuity, Market Street VIP/2 Annuity (NLAIC), Options Elite (NLIC), Survivor Options Elite (NLIC), Survivor Options Premier (NLIC), Options Elite (NLAIC), Options Premier (NLAIC), Survivor Options Premier (NLAIC), Nationwide Select Annuity, Nationwide Enterprise The Best of America Annuity, BOA CVUL Future (NLAIC), BOA CVUL (NLAIC), INVESCO PCVUL, Nationwide Options Select AO, BOA MSPVL, BOA MSPVL II (BOA MSPVL Future), BOA Protection FPVUL, BOA ChoiceLife Protection FPVUL, and Nationwide Options Select - New York dated May 1, 2008
BOA Exclusive Annuity, America's Vision Plus Annuity, and America's Vision Annuity dated May 1, 2004

Evergreen Ultra Advantage dated November 25, 2003

Nationwide Classic Annuity, ElitePRO LTD, and ElitePRO Classic dated May 1, 2003

Market Street VIP/2 Annuity (NLIC), Options VL (NLAIC), BOA InvestCare, BOA SPVL, BOA Multiple Pay, BOA Last Survivor FPVUL, and Multi-Flex FPVUL dated May 1, 2002

Options VIP Annuity (NLAIC) and NLAIC Annuity dated May 1, 2001

Special Product (NLIC), Survivor Options Plus (NLIC), and Survivor Options VL (NLAIC) dated May 1, 2000

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

- On June 13, 2018, at a meeting of the Board of Trustees (the "Board") of Nationwide Variable Insurance Trust (the "Trust"), the Board approved the termination of Boston Advisors, LLC as the subadviser to the Nationwide Variable Insurance Trust – NVIT Large Cap Growth Fund: Class I (the "Fund") and approved the appointment of BNY Mellon Asset Management North America Corporation as the Fund's new subadviser. This change is anticipated to take effect on or about July 16, 2018 (the "Effective Date").
- As of the Effective Date, the Fund is renamed "Nationwide Variable Insurance Trust – NVIT Dynamic U.S. Growth Fund: Class I." All references in the prospectus to the Fund's former name are replaced accordingly.

Prospectus supplement dated May 10, 2018

to the following prospectus(es):

BOA IV, BOA America's Vision Annuity, BOA America's Future Annuity II, BOA Achiever Annuity, America's Horizon Annuity, BOA Future Venue Annuity, Nationwide Heritage Annuity, BOA Elite Venue Annuity, Nationwide Destination All American Gold, Compass All American Gold, Key All American Gold, M&T All American Gold, Wells Fargo Gold Variable Annuity, Nationwide Destination C, BOA All American Annuity, Compass All American, BOA America's Future Annuity, Key Future, America's Future Horizon Annuity, BOA V, BOA FPVUL, BOA Next Generation FPVUL, BOA ChoiceLife FPVUL, BOA Next Generation II FPVUL, NLIC Options Plus, and NLIC Options Premier dated May 1, 2018

This supplement updates certain information contained in your prospectus. Please read it and keep it with your prospectus for future reference.

The following disclosure change is made to the prospectus:

The prospectus offers the following underlying mutual fund as an investment option under the contract/policy. Effective May 1, 2018, the name of the investment option is updated as indicated below:

CURRENT NAME	UPDATED NAME
Neuberger Berman Advisers Management Trust – Socially Responsive Portfolio: I Class Shares	Neuberger Berman Advisers Management Trust – Sustainable Equity Portfolio: Class I Shares

The Best of America® IV Annuity

Individual Flexible Purchase Payment Deferred Variable Annuity Contracts

Issued by

Nationwide Life Insurance Company

through its

Nationwide Variable Account-II

The date of this prospectus is May 1, 2018.

This prospectus contains basic information about the contracts that should be understood before investing. Read this prospectus carefully and keep it for future reference.

Variable annuities are complex investment products with unique benefits and advantages that may be particularly useful in meeting long-term savings and retirement needs. There are costs and charges associated with these benefits and advantages - costs and charges that are different, or do not exist at all, within other investment products. With help from financial consultants and advisors, investors are encouraged to compare and contrast the costs and benefits of the variable annuity described in this prospectus against those of other investment products, especially other variable annuity and variable life insurance products offered by Nationwide and its affiliates. Nationwide offers a wide array of such products, many with different charges, benefit features, and investment options. This process of comparison and analysis should aid in determining whether the purchase of the contract described in this prospectus is consistent with the purchaser's investment objectives, risk tolerance, investment time horizon, marital status, tax situation, and other personal characteristics and needs.

The Statement of Additional Information (dated May 1, 2018), which contains additional information about the contracts and the Variable Account, has been filed with the SEC and is incorporated herein by reference. The table of contents for the Statement of Additional Information is on page 41. To obtain free copies of the Statement of Additional Information or to make any other service requests, contact Nationwide by one of the methods described in *Contacting the Service Center*.

Information about Nationwide and the variable annuity contract described in this prospectus (including the Statement of Additional Information) may also be reviewed and copied at the SEC's Public Reference Room in Washington, D.C., or may be obtained upon payment of a duplicating fee by writing the Public Reference Section of the SEC, 100 F Street NE, Washington, D.C. 20549. Additional information on the operation of the Public Reference Room may be obtained by calling the SEC at (202) 551-8090. The SEC also maintains a web site (www.sec.gov) that contains the prospectus, the Statement of Additional Information, material incorporated by reference, and other information.

Variable annuities are not insured by the Federal Deposit Insurance Corporation or any other federal government agency, and are not deposits of, guaranteed by, or insured by the depository institution where offered or any of its affiliates. Variable annuity contracts involve investment risk and may lose value. These securities have not been approved or disapproved by the SEC, nor has the SEC passed upon the accuracy or adequacy of the prospectus. Any representation to the contrary is a criminal offense.

The Sub-Accounts offered through this contract invest in the underlying mutual funds listed below. For a complete list of underlying mutual funds, including underlying mutual funds available prior to the date of this prospectus, refer to *Appendix A: Underlying Mutual Fund Information*. For more information on the underlying mutual funds, refer to the prospectus for the underlying mutual fund. **To obtain free copies of prospectuses for the underlying mutual funds, Contract Owners can contact Nationwide using any of the methods described in *Contacting the Service Center*.**

- AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B
- AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B
- American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II
- American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class I
- BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III
- BlackRock Variable Series Funds, Inc. - BlackRock High Yield V.I. Fund: Class III
- BlackRock Variable Series Funds, Inc. - BlackRock Total Return V.I. Fund: Class III
- Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2
- Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class

- Dreyfus Investment Portfolios - MidCap Stock Portfolio: Service Shares
- Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class
- Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class
- Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class
- Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Initial Class
- Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2
- Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Initial Class
- Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class
- Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Initial Class
- Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2
- Franklin Templeton Variable Insurance Products Trust - Franklin Founding Funds Allocation VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2
- Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2
- Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares
- Guggenheim Variable Funds - Multi-Hedge Strategies
- Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II
- Janus Henderson VIT Flexible Bond Portfolio: Service Shares
- Janus Henderson VIT Global Technology Portfolio: Service Shares
- JPMorgan Insurance Trust - JPMorgan Insurance Trust Mid Cap Value Portfolio: Class 1
- Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares
- Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC
- MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class
- MFS® Variable Insurance Trust - MFS Value Series: Service Class
- MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class
- Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II
- Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class I
- Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II
- Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II
- Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II
- Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II
- Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II
- Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I
- Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II
- Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I
- Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class I
- Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Large Cap Growth Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II

- Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi Sector Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class I
- Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II
- Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II
- Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I
- Neuberger Berman Advisers Management Trust - Mid-Cap Growth Portfolio: Class S
- Oppenheimer Variable Account Funds - Oppenheimer Discovery Mid Cap Growth Fund/VA: Non-Service Shares
- Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Non-Service Shares
- Oppenheimer Variable Account Funds - Oppenheimer Global Strategic Income Fund/VA: Non-Service Shares
- Oppenheimer Variable Account Funds - Oppenheimer International Growth Fund/VA: Service Shares
- Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Non-Service Shares
- Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Non-Service Shares
- PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Foreign Bond Portfolio (Unhedged): Advisor Class
- PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class
- Putnam Variable Trust - Putnam VT International Equity Fund: Class IB
- T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II
- VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S
- Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2

Purchase payments not allocated to the underlying mutual funds may be allocated to the Fixed Account.

Glossary of Special Terms

Accumulation Unit – An accounting unit of measure used to calculate the Contract Value allocated to the Variable Account before the Annuitization Date.

Annuitant – The person(s) whose length of life determines how long annuity payments are paid.

Annuitization Date – The date on which annuity payments begin.

Annuity Commencement Date – The date on which annuity payments are scheduled to begin.

Annuity Unit – An accounting unit of measure used to calculate the value of variable annuity payments.

Charitable Remainder Trust – A trust meeting the requirements of Section 664 of the Internal Revenue Code.

Contract Anniversary – Each recurring one-year anniversary of the date the contract was issued.

Contract Owner(s) – The person(s) who owns all rights under the contract.

Contract Value – The value of all Accumulation Units in a contract plus any amount held in the Fixed Account and the collateral fixed account.

Contract Year – Each year the contract is in force beginning with the date the contract is issued.

Daily Net Assets – A figure that is calculated at the end of each Valuation Date and represents the sum of all the Contract Owners' interests in the Sub-Accounts after the deduction of underlying mutual fund expenses.

Fixed Account – An investment option that is funded by Nationwide's General Account. Amounts allocated to the Fixed Account will receive periodic interest subject to a guaranteed minimum crediting rate.

General Account – All assets of Nationwide other than those of the Variable Account or in other separate accounts of Nationwide.

Individual Retirement Account – An account that qualifies for favorable tax treatment under Section 408(a) of the Internal Revenue Code, but does not include Roth IRAs.

Individual Retirement Annuity or IRA – An annuity contract that qualifies for favorable tax treatment under Section 408(b) of the Internal Revenue Code, but does not include Roth IRAs or Simple IRAs.

Investment-Only Contract – A contract purchased by a qualified pension, profit-sharing, or stock bonus plan as defined by Section 401(a) of the Internal Revenue Code.

Nationwide – Nationwide Life Insurance Company.

Net Asset Value – The value of one share of an underlying mutual fund at the close of the New York Stock Exchange.

Non-Qualified Contract – A contract which does not qualify for favorable tax treatment as a Qualified Plan, IRA, Roth IRA, SEP IRA, Simple IRA, or Tax Sheltered Annuity.

Qualified Plan – A retirement plan that receives favorable tax treatment under Section 401 of the Internal Revenue Code, including Investment-Only Contracts.

Roth IRA – An annuity contract that qualifies for favorable tax treatment under Section 408A of the Internal Revenue Code.

SEC – Securities and Exchange Commission.

SEP IRA – An annuity contract which qualifies for favorable tax treatment under Section 408(k) of the Internal Revenue Code.

Service Center – The department of Nationwide responsible for receiving all service and transaction requests relating to the contract. For service and transaction requests submitted other than by telephone (including fax requests), the Service Center is Nationwide's mail and document processing facility. For service and transaction requests communicated by telephone, the Service Center is Nationwide's operations processing facility. Information on how to contact the Service Center is in the *Contacting the Service Center* provision.

Sub-Accounts – Divisions of the Variable Account, each of which invests in a single underlying mutual fund.

Tax Sheltered Annuity – An annuity that qualifies for favorable tax treatment under Section 403(b) of the Internal Revenue Code.

Valuation Date – Each day the New York Stock Exchange is open for business or any other day during which there is a sufficient degree of trading such that the current Net Asset Value of the underlying mutual fund shares might be materially affected. Values of the Variable Account are determined as of the close of the New York Stock Exchange, which generally closes at 4:00 p.m. EST.

Valuation Period – The period of time commencing at the close of a Valuation Date and ending at the close of the New York Stock Exchange for the next succeeding Valuation Date.

Variable Account – Nationwide Variable Account-II, a separate account that Nationwide established to hold Contract Owner assets allocated to variable investment options. The Variable Account is divided into Sub-Accounts, each of which invests in a separate underlying mutual fund.

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Contract Expenses

The following tables describe the fees and expenses that a Contract Owner will pay when buying, owning, or surrendering the contract.

The first table describes the fees and expenses a Contract Owner will pay at the time the contract is purchased, surrendered, or when cash value is transferred between investment options. State premium taxes may also be deducted.

Contract Owner Transaction Expenses								
Maximum Contingent Deferred Sales Charge ("CDSC") (as a percentage of purchase payments withdrawn)								7% ¹
Range of CDSC over time:								
Number of Completed Years from Date of Purchase Payment	0	1	2	3	4	5	6	7
CDSC Percentage	7%	6%	5%	4%	3%	2%	1%	0%
Some state jurisdictions require a lower CDSC schedule. Please refer to your contract for state specific information.								
Maximum Loan Processing Fee								\$25 ²
Maximum Premium Tax Charge (as a percentage of purchase payments).								5% ³

The next table describes the fees and expenses that a Contract Owner will pay periodically during the life of the contract (not including underlying mutual fund fees and expenses).

Recurring Contract Expenses	
Annual Loan Interest Charge	2.25% ⁴
Maximum Annual Contract Maintenance Charge	\$30 ⁵
Variable Account Annual Expenses (assessed as an annualized rate of total Variable Account charges as a percentage of the Daily Net Assets) ⁶	
Mortality and Expense Risk Charge	1.25%
Administration Charge	0.05%
Total Variable Account Annual Expenses	1.30%

¹ Range of CDSC over time:

Each Contract Year, the Contract Owner may withdraw without a CDSC the greater of:

- 10% of each purchase payment made to an IRA issued on or after March 1, 1993; or
- any amount withdrawn to meet minimum distribution requirements under the Internal Revenue Code.

Starting with the second Contract Year after a purchase payment has been made, the Contract Owner may withdraw without a CDSC the greater of:

- 10% of each purchase payment; or
- any amount withdrawn to meet minimum distribution requirements under the Internal Revenue Code.

This free withdrawal privilege is non-cumulative. Free amounts not taken during any given Contract Year cannot be taken as free amounts in a subsequent Contract Year.

For contracts issued prior to December 15, 1988 the CDSC is 5% (as a percentage of the lesser of purchase payments or amounts surrendered).

The Internal Revenue Code may impose restrictions on surrenders from contracts issued as Tax Sheltered Annuities or contracts issued to fund Qualified Plans.

² Nationwide assesses a loan processing fee at the time each new loan is processed. Loans are only available for contracts issued as Tax Sheltered Annuities or contracts issued to fund Qualified Plans. Loans are not available in all states. In addition, some states may not permit Nationwide to assess a loan processing fee.

³ Nationwide will charge between 0% and 5% of purchase payments for premium taxes levied by state or other government entities. The amount assessed to the contract will equal the amount assessed by the state or government entity.

⁴ The loan interest rate is determined, based on market conditions, at the time of loan application or issuance. The loan balance in the collateral Fixed Account is credited with interest at 2.25% less than the loan interest rate. Thus, the net loan interest charge is 2.25%.

- 5 The Contract Maintenance Charge is deducted annually from all contracts on each Contract Anniversary and upon a full surrender of the contract.
- 6 These charges apply only to Sub-Account allocations. They do not apply to allocations made to the Fixed Account. They are charged on a daily basis at the annualized rate noted above.

Underlying Mutual Fund Annual Expenses

The next table provides the minimum and maximum total operating expenses, as of December 31, 2017, charged by the underlying mutual funds that the Contract Owner may pay periodically during the life of the contract. More detail concerning each underlying mutual fund's fees and expenses is contained in the prospectus for each underlying mutual fund.

Total Annual Underlying Mutual Fund Operating Expenses		
	Minimum	Maximum
(expenses that are deducted from underlying mutual fund assets, including management fees, distribution (12b-1) fees, and other expenses, as a percentage of average underlying mutual fund assets)	0.27%	2.61%

The minimum and maximum underlying mutual fund operating expenses indicated above do not reflect voluntary or contractual reimbursements and/or waivers applied to some underlying mutual funds. Therefore, actual expenses could be lower. Refer to the underlying mutual fund prospectuses for specific expense information.

Example

This Example is intended to help Contract Owners compare the cost of investing in the contract with the cost of investing in other variable annuity contracts. These costs include Contract Owner transaction expenses, contract fees, Variable Account annual expenses, and underlying mutual fund fees and expenses. The Example does not reflect premium taxes which, if reflected, would result in higher expenses.

The Example assumes:

- a \$10,000 investment in the contract for the time periods indicated;
- a 5% return each year;
- the maximum and the minimum fees and expenses of any of the underlying mutual funds;
- the CDSC schedule;
- a \$30 Contract Maintenance Charge expressed as a percentage of the average account size; and
- the total Variable Account charges associated with the contract (1.30%).

	If you surrender your contract at the end of the applicable time period				If you annuitize your contract at the end of the applicable time period				If you do not surrender your contract			
	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.	1 Yr.	3 Yrs.	5 Yrs.	10 Yrs.
Maximum Total Underlying Mutual Fund Operating Expenses (2.61%)	\$1,042	\$1,734	\$2,436	\$4,538	*	\$1,334	\$2,236	\$4,538	\$442	\$1,334	\$2,236	\$4,538
Minimum Total Underlying Mutual Fund Operating Expenses (0.27%)	\$ 796	\$1,007	\$1,243	\$2,255	*	\$ 607	\$1,043	\$2,255	\$196	\$ 607	\$1,043	\$2,255

* The contracts sold under this prospectus do not permit annuitization during the first two Contract Years.

Synopsis of the Contracts

The annuity described in this prospectus is intended to provide benefits to a single or joint owner and his/her beneficiaries. The contracts described in this prospectus are Individual Flexible Purchase Payment Deferred Variable Annuity Contracts.

The contracts may be issued as either individual or group contracts. In those states where contracts are issued as group contracts, references throughout this prospectus to "contract(s)" will also mean "certificate(s)" and "Contract Owner" will mean "participant" unless the plan permits or requires the Contract Owner to exercise contract rights under the terms of the plan.

The contracts can be categorized as:

- Charitable Remainder Trusts
- Individual Retirement Annuities ("IRAs") with contributions rolled over or transferred from certain tax-qualified plans
- Investment-Only Contracts (Qualified Plans)
- Non-Qualified Contracts
- Roth IRAs
- Simplified Employee Pension IRAs ("SEP IRAs")
- Tax Sheltered Annuities with contributions rolled over or transferred from certain Tax Sheltered Annuities

Nationwide no longer issues the contract as a Tax Sheltered Annuity, except to participants in ERISA and ORP plans that have purchased a Nationwide individual annuity contract before September 25, 2007.

For more detailed information with regard to the differences in contract types, see *Appendix C: Contract Types and Tax Information*.

The contracts described in this prospectus are no longer available for purchase.

Surrenders/Withdrawals

Contract Owners may generally withdraw some or all of their Contract Value at any time prior to annuitization by notifying the Service Center in writing (see *Surrender/Withdrawal Prior to Annuitization*). After the Annuitization Date, withdrawals are not permitted (see *Surrender/Withdrawal After Annuitization*).

Minimum Initial and Subsequent Purchase Payments

All purchase payments must be paid in the currency of the United States of America. For Non-Qualified Contracts, the minimum initial purchase payment is \$1,500. For all other contract types, there is no minimum initial purchase payment. The minimum subsequent purchase payment is \$10.

Some states have different minimum initial and subsequent purchase payment amounts, and subsequent purchase payments may not be permitted in all states. Contact the Service Center for information on initial and subsequent purchase payment requirements in a particular state.

Nationwide reserves the right to refuse any purchase payment that would result in the cumulative total for all contracts issued by Nationwide on the life of any one Annuitant or owned by any one Contract Owner to exceed \$1,000,000. Its decision as to whether or not to accept a purchase payment in excess of that amount will be based on one or more factors, including, but not limited to: age, spouse age (if applicable), Annuitant age, state of issue, total purchase payments, optional benefits elected, current market conditions, and current hedging costs. All such decisions will be based on internally established actuarial guidelines and will be applied in a non-discriminatory manner. In the event that Nationwide does not accept a purchase payment under these guidelines, the purchase payment will be immediately returned in its entirety in the same manner as it was received. If Nationwide accepts the purchase payment, it will be applied to the contract immediately and will receive the next calculated Accumulation Unit value. Any references in this prospectus to purchase payment amounts in excess of \$1,000,000 are assumed to have been approved by Nationwide.

Nationwide prohibits subsequent purchase payments made after death of the Contract Owner(s) or the Annuitant. If upon notification of death of the Contract Owner(s) or the Annuitant, it is determined that death occurred prior to a subsequent purchase payment being made, Nationwide reserves the right to return the purchase payment.

Mortality and Expense Risk Charge

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.25% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

Nationwide deducts an Administrative Charge equal to an annualized rate of 0.05% of the Daily Net Assets. The Administrative Charge reimburses Nationwide for administrative costs it incurs resulting from providing contract benefits, including preparation of the contract and prospectus, confirmation statements, annual account statements and annual reports, legal and accounting fees, as well as various related expenses. Nationwide may realize a profit from this charge.

Contract Maintenance Charge

A Contract Maintenance Charge is assessed on each Contract Anniversary and upon full surrender of the contract.

Nationwide deducts an annual Contract Maintenance Charge as shown in the following table:

Annual Charge Amount	Type of Contract
\$30	-IRAs -Non-Qualified Contracts -Qualified contracts issued pursuant to Section 401 plan prior to January 14, 1991 ¹ -Roth IRAs -Tax Sheltered Annuities issued prior to December 17, 1990
\$12	-Tax Sheltered Annuities issued on or after December 17, 1990 and before August 1, 1994 ²
\$0-\$30 ³	-Qualified contracts issued on or after January 14, 1991 and before August 1, 1994
\$0-\$12 ⁴	-Qualified contracts issued on or after August 1, 1994 -SEP IRAs -Tax Sheltered Annuities issued on or after August 1, 1994

¹ Qualified contracts issued on or after January 1, 1991 pursuant to a plan funded by contracts issued prior to January 1, 1991, will have a Contract Maintenance Charge of \$30.00.

² This charge may be lowered to reflect savings in administration of the contracts.

³ Variances based on internal underwriting guidelines can result in a reduction of charges in incremental amounts of \$5.00. Underwriting considerations include: size of the group; average participant account balance transferred to Nationwide; and administrative savings.

⁴ The amount of the charge is determined based on Nationwide's underwriting guidelines.

Contingent Deferred Sales Charge

Nationwide does not deduct a sales charge from purchase payments upon deposit into the contract. However, Nationwide may deduct a Contingent Deferred Sales Charge ("CDSC") if any amount is withdrawn from the contract. This CDSC reimburses Nationwide for sales expenses. The amount of the CDSC will not exceed 7% of purchase payments withdrawn.

For contracts issued on or after December 15, 1988, the CDSC applies as follows:

<u>Number of Completed Years from Date of Purchase Payment</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7+</u>
CDSC Percentage.....	7%	6%	5%	4%	3%	2%	1%	0%

For contracts issued prior to December 15, 1988, the CDSC will not exceed the lesser of:

- (1) 5% of the amount withdrawn; or
- (2) 5% of the total of all purchase payments made within eight years of the withdrawal date.

Underlying Mutual Fund Annual Expenses

The underlying mutual funds charge fees and expenses that are deducted from underlying mutual fund assets. These fees and expenses are in addition to the fees and expenses assessed by the contract. The prospectus for each underlying mutual fund provides information regarding the fees and expenses applicable to the fund.

Annuity Payments

On the Annuitization Date, annuity payments begin (see *Annuitizing the Contract*). Annuity payments will be based on the annuity payment option chosen prior to annuitization. Nationwide will send annuity payments no later than seven days after each annuity payment date.

Taxation

How distributions from an annuity contract are taxed depends on the type of contract issued and the purpose for which the contract is purchased. Generally, distributions from an annuity contract, including the payment of death benefits, are taxable to the extent the cash value exceeds the investment in the contract (see *Appendix C: Contract Types and Tax Information*). Nationwide will charge against the contract any premium taxes levied by any governmental authority. Premium tax rates currently range from 0% to 5% (see *Premium Taxes and Appendix C: Contract Types and Tax Information*).

Death Benefit

The contract contains a standard death benefit (the greater of (i) Contract Value or (ii) net purchase payments) at no additional charge.

Cancellation of the Contract

Under state insurance laws, Contract Owners have the right, during a limited period of time, to examine their contract and decide if they want to keep it or cancel it. This right is referred to as a "free look" right. The length of this time period depends on state law and may vary depending on whether the purchase is a replacement of another annuity contract. For ease of administration, Nationwide will honor any free look cancellation request that is in good order and received at the Service Center or postmarked within 30 days after the contract issue date (see *Right to Examine and Cancel and Contacting the Service Center*).

If the Contract Owner elects to cancel the contract pursuant to the free look provision, where required by law, Nationwide will return the greater of the Contract Value or the amount of purchase payment(s) applied during the free look period, less any withdrawals from the contract, and applicable federal and state income tax withholding. Otherwise, Nationwide will return the Contract Value, less any withdrawals from the contract, and applicable federal and state income tax withholding (see *Right to Examine and Cancel*).

Condensed Financial Information

The value of an Accumulation Unit is determined on the basis of changes in the per share value of the underlying mutual funds and the assessment of Variable Account charges. Refer to *Appendix B: Condensed Financial Information* for Accumulation Unit value information.

Financial Statements

Financial statements for the Variable Account and consolidated financial statements for Nationwide are located in the Statement of Additional Information. A current Statement of Additional Information may be obtained, without charge, by contacting the Service Center.

Nationwide Life Insurance Company

Nationwide, the depositor, is a stock life insurance company organized under Ohio law in March 1929, with its home office at One Nationwide Plaza, Columbus, Ohio 43215. Nationwide is a provider of life insurance, annuities, and retirement products. Nationwide is admitted to do business in all states, the District of Columbia, Guam, the U.S. Virgin Islands, and Puerto Rico.

Nationwide is a member of the Nationwide group of companies. Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company (the "Companies") are the ultimate controlling persons of the Nationwide group of companies. The Companies were organized under Ohio law in December 1925 and 1933 respectively. The Companies engage in a general insurance and reinsurance business, except life insurance.

Nationwide Investment Services Corporation

The contracts are distributed by the general distributor, Nationwide Investment Services Corporation ("NISC"), One Nationwide Plaza, Columbus, Ohio 43215. NISC is a wholly-owned subsidiary of Nationwide.

Investing in the Contract

The Variable Account and Underlying Mutual Funds

Nationwide Variable Account-II is a variable account that invests in the underlying mutual funds listed in *Appendix A: Underlying Mutual Fund Information*. Nationwide established the Variable Account on October 7, 1981 pursuant to Ohio law. Although the Variable Account is registered with the SEC as a unit investment trust pursuant to the Investment Company Act of 1940 ("1940 Act"), the SEC does not supervise the management of Nationwide or the Variable Account.

Income, gains, and losses credited to or charged against the Variable Account reflect the Variable Account's own investment experience and not the investment experience of Nationwide's other assets. The Variable Account's assets are held separately from Nationwide's assets and are not chargeable with liabilities incurred in any other business of Nationwide. Nationwide is obligated to pay all amounts promised to Contract Owners under the contracts.

The Variable Account is divided into Sub-Accounts, each of which invests in shares of a single underlying mutual fund. Nationwide uses the assets of each Sub-Account to buy shares of the underlying mutual funds based on Contract Owner instructions.

Contract Owners receive underlying mutual fund prospectuses when they make their initial Sub-Account allocations and any time they change those allocations. **Contract Owners can obtain prospectuses for underlying mutual funds free of charge at any time by contacting the Service Center. Contract Owners should read these prospectuses carefully before investing.**

Underlying mutual funds in the Variable Account are NOT publicly traded mutual funds. They are only available as investment options in variable life insurance policies or variable annuity contracts issued by life insurance companies, or in some cases, through participation in certain qualified pension or retirement plans.

The investment advisers of the underlying mutual funds may manage publicly traded mutual funds with similar names and investment objectives. However, the underlying mutual funds are NOT directly related to any publicly traded mutual fund. Contract Owners should not compare the performance of a publicly traded fund with the performance of underlying mutual funds participating in the Variable Account. The performance of the underlying mutual funds could differ substantially from that of any publicly traded funds.

The particular underlying mutual funds available under the contract may change from time to time. Specifically, underlying mutual funds or underlying mutual fund share classes that are currently available may be removed or closed off to future investment. New underlying mutual funds or new share classes of currently available underlying mutual funds may be added. Contract Owners will receive notice of any such changes that affect their contract. The underlying mutual funds, which sell their shares to the Sub-Accounts pursuant to participation agreements, also may terminate these agreements and discontinue offering their shares to the Sub-Accounts.

In the future, additional underlying mutual funds managed by certain financial institutions, brokerage firms, or their affiliates may be added to the Variable Account. These additional underlying mutual funds may be offered exclusively to purchasing customers of the particular financial institution or brokerage firm, or through other exclusive distribution arrangements.

Voting Rights

Contract Owners with assets allocated to Sub-Accounts are entitled to certain voting rights. Nationwide will vote Contract Owner shares at special shareholder meetings based on Contract Owner instructions. However, if the law changes and Nationwide is allowed to vote in its own right, it may elect to do so.

Contract Owners with voting interests in an underlying mutual fund will be notified of issues requiring the shareholders' vote as soon as possible before the shareholder meeting. Notification will contain proxy materials and a form with which to give Nationwide voting instructions. Nationwide will vote shares for which no instructions are received in the same proportion as those that are received. What this means is that when only a small number of Contract Owners vote, each vote has a greater impact on, and may control, the outcome.

The number of shares which a Contract Owner may vote is determined by dividing the cash value of the amount they have allocated to an underlying mutual fund by the Net Asset Value of that underlying mutual fund. Nationwide will designate a date for this determination not more than 90 days before the shareholder meeting.

Material Conflicts

The underlying mutual funds may be offered through separate accounts of other insurance companies, as well as through other separate accounts of Nationwide. Nationwide does not anticipate any disadvantages to this. However, it is possible that a conflict may arise between the interests of the Variable Account and one or more of the other separate accounts in which these underlying mutual funds participate.

Material conflicts may occur due to a change in law affecting the operations of variable life insurance policies and variable annuity contracts, or differences in the voting instructions of the Contract Owners and those of other companies. If a material conflict occurs, Nationwide will take whatever steps are necessary to protect Contract Owners and variable annuity payees, including withdrawal of the Variable Account from participation in the underlying mutual fund(s) involved in the conflict.

Substitution of Securities

Nationwide may substitute, eliminate, or combine shares of another underlying mutual fund for shares already purchased or to be purchased in the future if either of the following occurs:

- (1) shares of a current underlying mutual fund are no longer available for investment; or
- (2) further investment in an underlying mutual fund is inappropriate.

Nationwide will not substitute shares of any underlying mutual fund in which the Sub-Accounts invest without any necessary prior approval of the appropriate state or federal regulatory authorities. All affected Contract Owners will be notified in the event there is a substitution, elimination, or combination of shares.

The substitute underlying mutual fund may have different fees and expenses. Substitution may be made with respect to existing investments or the investment of future purchase payments, or both.

Deregistration of the Variable Account

Nationwide may deregister the Variable Account under the 1940 Act in the event the Variable Account meets an exemption from registration under the 1940 Act, if there are no shareholders in the separate account, or for any other purpose approved by the SEC.

No deregistration may take place without the prior approval of the SEC. All affected Contract Owners will be notified in the event Nationwide deregisters the Variable Account. If the Variable Account is deregistered Nationwide's contractual obligations to the Contract Owner will continue.

The Fixed Account

The Fixed Account is an investment option that is funded by assets of Nationwide's General Account. The General Account contains all of Nationwide's assets other than those in this and other Nationwide separate accounts and is used to support Nationwide's annuity and insurance obligations. The General Account is not subject to the same laws as the Variable Account and the SEC has not reviewed material in this prospectus relating to the Fixed Account.

Purchase payments will be allocated to the Fixed Account by election of the Contract Owner. Nationwide reserves the right to limit or refuse purchase payments and/or transfers allocated to the Fixed Account at its sole discretion. Generally, Nationwide will invoke this right when interest rates are low by historical standards. Nationwide also reserves the right to limit the amount that can be transferred from the Fixed Account at the end of an interest rate guaranteed period. State law requires Nationwide to reserve the right to postpone payment or transfer out of the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request. The Fixed Account may not be available in every state.

Nationwide reserves the right to refuse transfers to the Fixed Account if the Fixed Account is (or would be after the transfer) equal to or greater than 25% of the Contract Value at the time the transfer is requested. Generally, Nationwide will invoke this right when interest rates are low by historical standards.

The investment income earned by the Fixed Account will be allocated to the contracts at varying guaranteed interest rate(s) depending on the following categories of Fixed Account allocations:

- **New Money Rate** – The rate credited on the Fixed Account allocation when the contract is purchased or when subsequent purchase payments are made. Subsequent purchase payments may receive different New Money Rates than the rate when the contract was issued, since the New Money Rate is subject to change based on market conditions.
- **Variable Account to Fixed Rate** – Allocations transferred from any of the Sub-Accounts to the Fixed Account may receive a different rate. The rate may be lower than the New Money Rate. There may be limits on the amount and frequency of movements from the Sub-Accounts to the Fixed Account.
- **Renewal Rate** – The rate available for maturing Fixed Account allocations which are entering a new guarantee period. The Contract Owner will be notified of this rate in a letter issued with the quarterly statements when a Contract Owner's Fixed Account allocation matures. At that time, the Contract Owner will have an opportunity to leave the money in the Fixed Account and receive the Renewal Rate or the Contract Owner can move the money to any of the other investment options.
- **Dollar Cost Averaging Rate** – From time to time, Nationwide may offer a more favorable rate for an initial purchase payment into a new contract when used in conjunction with a Dollar Cost Averaging program. Rates will vary depending on the Dollar Cost Averaging program elected (see *Contract Owner Services*).

All of these rates are subject to change on a daily basis; however, once applied to the Fixed Account, the interest rates are guaranteed until the end of the calendar quarter during which the 12-month anniversary of the Fixed Account allocation occurs.

Credited interest rates are annualized rates – the effective yield of interest over a one-year period. Interest is credited to each contract on a daily basis. As a result, the credited interest rate is compounded daily to achieve the stated effective yield.

The guaranteed rate for any purchase payment will be effective for not less than 12 months. Nationwide guarantees that the rate will not be less than the minimum interest rate required by applicable state law. Any interest in excess of the minimum interest rate required by applicable state law will be credited to Fixed Account allocations at Nationwide's sole discretion.

Nationwide guarantees that the value of Fixed Account allocations will not be less than the amount of the purchase payments allocated to the Fixed Account, plus interest credited as described above, less any withdrawals and any applicable charges including CDSC.

Fixed Account Interest Rate Guarantee Period

The Fixed Account interest rate guarantee period is the period of time that the Fixed Account interest rate is guaranteed to remain the same. During a Fixed Account interest rate guarantee period, transfers cannot be made from the Fixed Account, and amounts transferred to the Fixed Account must remain on deposit.

For new purchase payments allocated to the Fixed Account and transfers to the Fixed Account, the Fixed Account interest rate guarantee period begins on the date of deposit or transfer and ends on the one-year anniversary of the deposit or transfer. The guaranteed interest rate period may last for up to three months beyond the one-year anniversary because guaranteed terms end on the last day of a calendar quarter.

Contacting the Service Center

All inquiries, paperwork, information requests, service requests, and transaction requests should be made to the Service Center:

- by telephone at 1-800-848-6331 (TDD 1-800-238-3035)
- by mail to P.O. Box 182021, Columbus, Ohio 43218-2021
- by fax at 1-888-634-4472
- by Internet at www.nationwide.com.

Nationwide reserves the right to restrict or remove the ability to submit service requests via Internet, phone, or fax upon written notice.

Not all methods of communication are available for all types of requests. To determine which methods are permitted for a particular request, refer to the specific transaction provision in this prospectus or call the Service Center. Requests submitted by means other than described in this prospectus could be returned or delayed.

Service and transaction requests will generally be processed on the Valuation Date they are received at the Service Center as long as the request is in good order. Good order generally means that all necessary information to process the request is complete and in a form acceptable to Nationwide. If a request is not in good order, Nationwide will take reasonable actions to obtain the information necessary to process the request. Requests that are not in good order may be delayed or returned. Nationwide reserves the right to process any purchase payment or withdrawal request sent to a location other than the Service Center on the Valuation Date it is received at the Service Center. On any day the post office is closed, Nationwide is unable to retrieve service and transaction requests that are submitted by mail. This will result in a delay of the delivery of those requests to the Service Center.

Nationwide will use reasonable procedures to confirm that instructions are genuine and will not be liable for following instructions that it reasonably determined to be genuine. Nationwide may record telephone requests. Telephone and computer systems may not always be available. Any telephone system or computer can experience outages or slowdowns for a variety of reasons. The outages or slowdowns could prevent or delay processing. Although Nationwide has taken precautions to support heavy use, it is still possible to incur an outage or delay. To avoid technical difficulties, submit transaction requests by mail.

The Contract in General

In order to comply with the USA PATRIOT Act and rules promulgated thereunder, Nationwide has implemented procedures designed to prevent contracts described in this prospectus from being used to facilitate money laundering or the financing of terrorist activities. If mandated under applicable law, Nationwide may be required to reject a purchase payment and/or block a Contract Owner's account and thereby refuse to process any request for transfers, withdrawals, surrenders, loans or death benefits until instructions are received from the appropriate regulators. Nationwide may also be required to provide additional information about a Contract Owner or a Contract Owner's account to governmental regulators.

Due to state law variations, the options and benefits described in this prospectus may vary or may not be available depending on the state in which the contract is issued. Possible state law variations include, but are not limited to, minimum initial and subsequent purchase payment amounts, investment options, free look rights, annuity payment options, ownership and interests in the contract, assignment, and CDSC-free withdrawal privileges. This prospectus describes all the material features of the contract. State variations are subject to change without notice at any time. To review a copy of the contract and any endorsements, contact the Service Center.

Nationwide will not contest the contract.

Nationwide will not pay insurance proceeds directly to minors. Contact a legal advisor for options to facilitate the timely availability of monies intended for a minor's benefit.

The annuity described in this prospectus is intended to provide benefits to a single individual and his/her beneficiaries. It is not intended to be used by institutional investors, in connection with other Nationwide contracts that have the same Annuitant, or in connection with other Nationwide contracts that have different Annuitants, but the same Contract Owner. If Nationwide determines that the risks it intended to assume in issuing the contract have been altered by misusing the contract as described above, Nationwide reserves the right to take any action it deems necessary to reduce or eliminate the altered risk. Nationwide also reserves the right to take any action it deems necessary to reduce or eliminate altered risk resulting from materially false, misleading, incomplete, or otherwise deficient information provided by the Contract Owner.

These contracts are offered to customers of various financial institutions and brokerage firms. No financial institution or brokerage firm is responsible for any of the contractual insurance benefits and features guaranteed under the contracts. *These guarantees are the sole responsibility of Nationwide.*

In general, deferred variable annuities are long-term investments; they are not intended as short-term investments. The contracts associated with this prospectus are not intended to be sold to a terminally ill Contract Owner or Annuitant. Accordingly, Nationwide has designed the contract to offer features, pricing, and investment options that encourage long-term ownership. It is very important that Contract Owners and prospective purchasers understand all the costs associated with owning a contract, and if and how those costs change during the lifetime of the contract. Contract charges may not

be the same in later Contract Years as they are in early Contract Years. The various contract charges are assessed in order to compensate Nationwide for administrative services, distribution and operational expenses, and assumed actuarial risks associated with the contract.

Cybersecurity

Nationwide's businesses are highly dependent upon its computer systems and those of its business partners. This makes Nationwide potentially susceptible to operational and information security risks resulting from a cyber-attack. These risks include direct risks, such as theft, misuse, corruption and destruction of data maintained by Nationwide, and indirect risks, such as denial of service, attacks on service provider websites and other operational disruptions that impede Nationwide's ability to electronically interact with service providers. Cyber-attacks affecting Nationwide, the underlying mutual funds, intermediaries, and other service providers may adversely affect Nationwide and Contract Values. In connection with any such cyber-attack, Nationwide and/or its service providers and intermediaries may be subject to regulatory fines and financial losses and/or reputational damage. Cybersecurity risks may also impact the issuers of securities in which the underlying mutual funds invest, which may cause the underlying mutual funds to lose value. Although Nationwide undertakes substantial efforts to protect its computer systems from cyber-attacks, including internal processes and technological defenses that are preventative or detective, and other controls designed to provide multiple layers of security assurance, there can be no guarantee that Nationwide, its service providers, or the underlying mutual funds will avoid losses affecting contracts due to cyber-attacks or information security breaches in the future.

In the event that Contract Values are adversely affected as a result of the failure of Nationwide's cybersecurity controls, Nationwide will take reasonable steps to restore Contract Values to the levels that they would have been had the cyber-attack not occurred. Nationwide will not, however, be responsible for any adverse impact to Contract Values that result from the Contract Owner or its designee's negligent acts or failure to use reasonably appropriate safeguards to protect against cyber-attacks.

Reservation of Rights

In addition to rights that Nationwide specifically reserves elsewhere in this prospectus, Nationwide reserves the right, subject to any applicable regulatory approvals, to perform any or all of the following:

- close Sub-Accounts to additional purchase payments on existing contracts or close Sub-Accounts for contracts purchased on or after specified dates. Changes of this nature will be made as directed by the underlying mutual funds or because Nationwide determines that the underlying mutual fund is no longer suitable (see *Identification of Underlying Mutual Funds*);
- make changes required by any change in the federal securities laws, including, but not limited to, the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or any other changes to the Securities and Exchange Commission's interpretation thereof;
- make any changes necessary to maintain the status of the contracts as annuities under the Internal Revenue Code;
- make any changes required by federal or state laws with respect to annuity contracts; and
- suspend or discontinue sale of the contracts. The decision to suspend or discontinue sale of the contracts is made at Nationwide's discretion. Any decision of this nature would not impact current Contract Owners.

Contract Owners will be notified of any resulting changes by way of a supplement to the prospectus.

Following is a discussion of some relevant factors that may be of particular interest to prospective investors.

Distribution, Promotional, and Sales Expenses

Nationwide pays commissions to the firms that sell the contracts. The maximum gross commission that Nationwide will pay on the sale of the contracts is 5.25% of purchase payments. **Note:** The individual registered representatives typically receive only a portion of this amount; the remainder is retained by the firm. Nationwide may also, instead of a premium-based commission, pay an asset-based commission (sometimes referred to as "trails" or "residuals"), or a combination of the two.

In addition to or partially in lieu of commission, Nationwide may also pay the selling firms a marketing allowance, which is based on the firm's ability and demonstrated willingness to promote and market Nationwide's products. How any marketing allowance is spent is determined by the firm, but generally will be used to finance firm activities that may contribute to the promotion and marketing of Nationwide's products. For more information on the exact compensation arrangement associated with this contract, consult your sales representative.

Underlying Mutual Fund Service Fee Payments

Nationwide's Relationship with the Underlying Mutual Funds

The underlying mutual funds incur expenses each time they sell, administer, or redeem their shares. The Variable Account aggregates Contract Owner purchase, redemption, and transfer requests and submits net or aggregated purchase/redemption requests to each underlying mutual fund daily. The Variable Account (not the Contract Owners) is the underlying mutual fund shareholder. When the Variable Account aggregates transactions, the underlying mutual fund does not incur the expense of processing individual transactions it would normally incur if it sold its shares directly to the public. Nationwide incurs these expenses instead.

Nationwide also incurs the distribution costs of selling the contract (as discussed above), which benefit the underlying mutual funds by providing Contract Owners with Sub-Account options that correspond to the underlying mutual funds.

An investment adviser or subadviser of an underlying mutual fund or its affiliates may provide Nationwide or its affiliates with wholesaling services that assist in the distribution of the contract and may pay Nationwide or its affiliates to participate in educational and/or marketing activities. These activities may provide the adviser or subadviser (or their affiliates) with increased exposure to persons involved in the distribution of the contract.

Types of Payments Nationwide Receives

In light of the above, the underlying mutual funds and their affiliates make certain payments to Nationwide or its affiliates (the "payments"). The amount of these payments is typically based on a percentage of assets invested in the underlying mutual funds attributable to the contracts and other variable contracts Nationwide and its affiliates issue, but in some cases may involve a flat fee. These payments are made for various purposes, including payments for the services provided and expenses incurred by the Nationwide companies in promoting, marketing and administering the contracts and underlying funds. Nationwide may realize a profit on the payments received.

Nationwide or its affiliates receive the following types of payments:

- Underlying mutual fund 12b-1 fees, which are deducted from underlying mutual fund assets;
- Sub-transfer agent fees or fees pursuant to administrative service plans adopted by the underlying mutual fund, which may be deducted from underlying mutual fund assets; and
- Payments by an underlying mutual fund's adviser or subadviser (or its affiliates). Such payments may be derived, in whole or in part, from the advisory fee, which is deducted from underlying mutual fund assets and is reflected in mutual fund charges.

Furthermore, Nationwide benefits from assets invested in Nationwide's affiliated underlying mutual funds (*i.e.*, Nationwide Variable Insurance Trust) because its affiliates also receive compensation from the underlying mutual funds for investment advisory, administrative, transfer agency, distribution, and/or other services provided. Thus, Nationwide may receive more revenue with respect to affiliated underlying mutual funds than unaffiliated underlying mutual funds.

Nationwide took into consideration the anticipated mutual fund service fee payments from the underlying mutual funds when it determined the charges imposed under the contracts (apart from fees and expenses imposed by the underlying mutual funds). Without these mutual fund service fee payments, Nationwide would have imposed higher charges under the contract.

Amount of Payments Nationwide Receives

For the year end December 31, 2017, the underlying mutual fund service fee payments Nationwide and its affiliates received from the underlying mutual funds did not exceed 0.75% (as a percentage of the average Daily Net Assets invested in the underlying mutual funds) offered through the contract or other variable contracts that Nationwide and its affiliates issue. Payments from investment advisers or subadvisers to participate in educational and/or marketing activities have not been taken into account in this percentage.

Most underlying mutual funds or their affiliates have agreed to make payments to Nationwide or its affiliates, although the applicable percentages may vary from underlying mutual fund to underlying mutual fund and some may not make any payments at all. Because the amount of the actual payments Nationwide and its affiliates receive depends on the assets of the underlying mutual funds attributable to the contract, Nationwide and its affiliates may receive higher payments from underlying mutual funds with lower percentages (but greater assets) than from underlying mutual funds that have higher percentages (but fewer assets).

For contracts owned by an employer sponsored retirement plan subject to ERISA, upon a plan trustee's request, Nationwide will provide a best estimate of plan-specific, aggregate data regarding the amount of underlying mutual fund service fee payments Nationwide received in connection with the plan's investments either for the previous calendar year or plan year, if the plan year is not the same as the calendar year.

Identification of Underlying Mutual Funds

Nationwide may consider several criteria when identifying the underlying mutual funds, including some or all of the following: investment objectives, investment process, risk characteristics, investment capabilities, experience and resources, investment consistency, fund expenses, asset class coverage, the alignment of the investment objectives of the underlying mutual fund with Nationwide's hedging strategy, the strength of the adviser's or subadviser's reputation and tenure, brand recognition, and the capability and qualification of each investment firm. Other factors Nationwide may consider during the identification process are: whether the underlying mutual fund's adviser or subadviser is a Nationwide affiliate; whether the underlying mutual fund or its service providers (e.g. the investment adviser or subadvisers), or its affiliates will make mutual fund service fee payments to Nationwide or its affiliates in connection with certain administrative, marketing, and support services; or whether affiliates of the underlying mutual fund can provide marketing and distribution support for sales of the contracts. For additional information on these arrangements, see *Types of Payments Nationwide Receives*. Nationwide reviews the funds periodically and may remove a fund or limit its availability to new contributions and/or transfers of account value if Nationwide determines that a fund no longer satisfies one or more of the selection criteria, and/or if the fund has not attracted significant allocations from Contract Owners.

Nationwide does not recommend or endorse any particular fund and it does not provide investment advice.

There may be underlying mutual funds with lower fees and expenses, as well as other variable contracts that offer underlying mutual funds with lower fees and expenses. The purchaser should consider all of the fees and charges of the contract in relation to its features and benefits when making a decision to invest. **Note:** Higher contract and underlying mutual fund fees and expenses have a direct effect on and may lower investment performance.

Treatment of Unclaimed Property

Every state has unclaimed property laws which generally declare annuity contracts to be abandoned after a period of inactivity of three to five years from the contract's Annuity Commencement Date or the date Nationwide becomes informed that a death benefit is due and payable. For example, if the payment of a death benefit has been triggered, but, if after a thorough search, Nationwide is still unable to locate the beneficiary of the death benefit, or the beneficiary does not come forward to claim the death benefit in a timely manner, the death benefit will be surrendered and placed in a non-interest bearing account. While in the non-interest bearing account, Nationwide will continue to perform due diligence required by state law. Once the state mandated period has expired, Nationwide will escheat the death benefit to the abandoned property division or unclaimed property office of the state in which the beneficiary or the Contract Owner last resided, as shown on Nationwide's books and records, or to Ohio, Nationwide's state of domicile. If a claim is subsequently made, the state is obligated to pay any such amount (without interest) to the designated recipient upon presentation of proper documentation.

To prevent escheatment, it is important to update beneficiary designations - including complete names, complete addresses, phone numbers, and social security numbers - as they change. Such updates should be sent to the Service Center.

Profitability

Nationwide does consider profitability when determining the charges in the contract. In early Contract Years, Nationwide does not anticipate earning a profit, since that is a time when administrative and distribution expenses are typically higher. Nationwide does, however, anticipate earning a profit in later Contract Years. In general, Nationwide's profit will be greater the higher the investment return and the longer the contract is held.

Contract Modification

Nationwide may modify the contract, but no modification will affect the amount or term of any contract unless a modification is required to conform the contract to applicable federal or state law. No modification will affect the method by which Contract Value is determined.

Charges and Deductions

Mortality and Expense Risk Charge

Nationwide deducts a Mortality and Expense Risk Charge equal to an annualized rate of 1.25% of the Daily Net Assets. The Mortality and Expense Risk Charge compensates Nationwide for providing the insurance benefits under the contract, including the contract's standard death benefit. It also compensates Nationwide for assuming the risk that Annuitants will live longer than assumed. Finally, the Mortality and Expense Risk Charge compensates Nationwide for guaranteeing that charges will not increase regardless of actual expenses. Nationwide may realize a profit from this charge.

Administrative Charge

Nationwide deducts an Administrative Charge equal to an annualized rate of 0.05% of the Daily Net Assets. The Administrative Charge reimburses Nationwide for administrative costs it incurs resulting from providing contract benefits, including preparation of the contract and prospectus, confirmation statements, annual account statements and annual reports, legal and accounting fees, as well as various related expenses. Nationwide may realize a profit from this charge.

Contract Maintenance Charge

A Contract Maintenance Charge is assessed on each Contract Anniversary and upon full surrender of the contract.

Nationwide deducts an annual Contract Maintenance Charge as shown in the following table:

Annual Charge Amount	Type of Contract
\$30	-IRAs -Non-Qualified Contracts -Qualified contracts issued pursuant to Section 401 plan prior to January 14, 1991 ¹ -Roth IRAs -Tax Sheltered Annuities issued prior to December 17, 1990
\$12	-Tax Sheltered Annuities issued on or after December 17, 1990 and before August 1, 1994 ²
\$0-\$30 ³	-Qualified contracts issued on or after January 14, 1991 and before August 1, 1994
\$0-\$12 ⁴	-Qualified contracts issued on or after August 1, 1994 -SEP IRAs -Tax Sheltered Annuities issued on or after August 1, 1994

¹ Qualified contracts issued on or after January 1, 1991 pursuant to a plan funded by contracts issued prior to January 1, 1991, will have a Contract Maintenance Charge of \$30.00.

² This charge may be lowered to reflect savings in administration of the contracts.

³ Variances based on internal underwriting guidelines can result in a reduction of charges in incremental amounts of \$5.00. Underwriting considerations include: size of the group; average participant account balance transferred to Nationwide; and administrative savings.

⁴ The amount of the charge is determined based on Nationwide's underwriting guidelines.

The deduction of the Contract Maintenance Charge will be taken proportionally from each Sub-Account and the Fixed Account based on the value in each option as compared to the total Contract Value.

Nationwide will not reduce or eliminate the Contract Maintenance Charge where it would be discriminatory or unlawful.

Contingent Deferred Sales Charge

No sales charge deduction is made from purchase payments upon deposit into the contract. However, if any part of the contract is withdrawn, Nationwide may deduct a CDSC. The CDSC will not exceed 7% of purchase payments withdrawn.

The CDSC is calculated by multiplying the applicable CDSC percentage (noted in the following table) by the amount of purchase payments withdrawn. For purposes of calculating the CDSC, withdrawals are considered to come first from the oldest purchase payment made to the contract, then the next oldest purchase payment, and so forth. CDSC provisions vary by state. Refer to the contract for state specific information.

For contracts issued on or after December 15, 1988, the CDSC applies as follows:

<u>Number of Completed Years from Date of Purchase Payment</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7+</u>
CDSC Percentage.....	7%	6%	5%	4%	3%	2%	1%	0%

For contracts issued prior to December 15, 1988, the CDSC will not exceed the lesser of:

- (1) 5% of the amount withdrawn; or
- (2) 5% of the total of all purchase payments made within eight years of the withdrawal date.

Earnings are not subject to the CDSC, but may not be distributed prior to the distribution of all purchase payments. (For tax purposes, a withdrawal is usually treated as a withdrawal of earnings first.)

The CDSC is used to cover sales expenses, including commissions, production of sales material, and other promotional expenses. If expenses are greater than the CDSC, the shortfall will be made up from Nationwide's general assets, which may indirectly include portions of the Variable Account charges, since Nationwide may generate a profit from these charges.

All or a portion of any withdrawal may be subject to federal income taxes. Contract Owners taking withdrawals before age 59½ may be subject to a 10% penalty tax.

Waiver of Contingent Deferred Sales Charge

For contracts issued on or after December 15, 1998, each Contract Year, the Contract Owner may withdraw without a CDSC the greater of:

- (1) up to 10% of each purchase payment under Individual Retirement Annuities issued on or after March 1, 1993; or
- (2) any amount withdrawn to meet minimum distribution requirements for this contract under the Internal Revenue Code.

Starting with the second Contract Year, the Contract Owner may withdraw without a CDSC the greater of:

- (1) 10% of each purchase payment; or
- (2) any amount withdrawn to meet minimum distribution requirements for this contract under the Internal Revenue Code.

This CDSC-free withdrawal privilege is non-cumulative. Free amounts not taken during any given Contract Year cannot be taken as free amounts in a subsequent Contract Year.

For contracts issued before December 15, 1998, after the first year from the date of each purchase payment, the Contract Owner may withdraw without a CDSC up to 5% of that purchase payment for each year it has remained on deposit (less the amount of such purchase payment previously withdrawn free of charge) without a CDSC.

Note: CDSC-free withdrawals do not count as "purchase payments previously withdrawn that were subject to CDSC" and, therefore, do not reduce the amount used to calculate subsequent CDSC-free withdrawal amounts.

In addition, no CDSC will be deducted:

- (1) upon the annuitization of contracts which have been in force for at least two years;
- (2) upon payment of a death benefit; or
- (3) from any values which have been held under a contract for at least seven years.

No CDSC applies to transfers between or among the various investment options in the contract.

A contract held by a Charitable Remainder Trust (within the meaning of Internal Revenue Code Section 664) may withdraw the greater of (i) the amount available under the CDSC-free withdrawal privilege described above, and (ii) the difference between:

- (a) the Contract Value at the close of the day prior to the date of the withdrawal; and

- (b) the total purchase payments made to the contract as of the date of the withdrawal (less an adjustment for amounts previously withdrawn).

The CDSC will not be eliminated if to do so would be unfairly discriminatory or prohibited by state law.

For Tax Sheltered Annuities issued on or after December 17, 1990, Qualified Contracts sold in conjunction with Section 401 (of the Internal Revenue Code) cases sold on or after January 14, 1991, and SEP IRAs sold on or after January 14, 1991, Nationwide will waive the CDSC when:

- the plan participant experiences a case of hardship (as provided in Internal Revenue Code Section 403(b) and as defined for purposes of Internal Revenue Code Section 401(k));
- the plan participant becomes disabled (within the meaning of Internal Revenue Code Section 72(m)(7));
- the plan participant attains age 59½ and has participated in the contract for at least five years, as determined from the Contract Anniversary immediately preceding the distribution;
- the plan participant has participated in the contract for at least 15 years as determined from the Contract Anniversary immediately preceding the distribution;
- the plan participant dies; or
- the contract is annuitized after two years from the inception of the contract.

Premium Taxes

Nationwide will charge against the Contract Value any premium taxes levied by a state or other government entity. Premium tax rates currently range from 0% to 5% and vary from state to state. This range is subject to change. Nationwide will assess premium taxes to the contract at the time Nationwide is assessed the premium taxes by the state. **Premium taxes may be deducted from death benefit proceeds.**

Ownership and Interests in the Contract

Contract Owner

Prior to the Annuitization Date, the Contract Owner has all rights under the contract, unless a joint owner is named. If a joint owner is named, each joint owner has all rights under the contract. **Purchasers who name someone other than themselves as the Contract Owner will have no rights under the contract.**

On the Annuitization Date, the Annuitant becomes the Contract Owner, unless the Contract Owner is a Charitable Remainder Trust.

Contract Owners of Non-Qualified Contracts may name a new Contract Owner at any time before the Annuitization Date. Any change of Contract Owner automatically revokes any prior Contract Owner designation. Changes in contract ownership may result in federal income taxation and may be subject to state and federal gift taxes.

Joint Owner

Joint owners each own an undivided interest in the contract.

Non-Qualified Contract Owners can name a joint owner at any time before annuitization. However, joint owners must be spouses at the time joint ownership is requested, unless state law requires Nationwide to allow non-spousal joint owners. Joint ownership is not permitted on contracts owned by a non-natural Contract Owner.

Generally, the exercise of any ownership rights under the contract must be in writing and signed by both joint owners. However, if a written election, signed by both Contract Owners, authorizing Nationwide to allow the exercise of ownership rights independently by either joint owner is submitted, Nationwide will permit joint owners to act independently. If such an authorization is submitted, Nationwide will not be liable for any loss, liability, cost, or expense for acting in accordance with the instructions of either joint owner.

If either joint owner dies before the Annuitization Date, the contract continues with the surviving joint owner as the remaining Contract Owner.

Contingent Owner

The contingent owner succeeds to the rights of a Contract Owner if a Contract Owner who is not the Annuitant dies before the Annuitization Date and there is no surviving joint owner.

If a Contract Owner who is the Annuitant dies before the Annuitization Date, the contingent owner will not have any rights under the contract, unless such contingent owner is also the beneficiary.

The Contract Owner may name a contingent owner at any time before the Annuitization Date.

Annuitant

The Annuitant is the person who will receive annuity payments and upon whose continuation of life any annuity payment involving life contingencies depends. This person must be age 78 or younger at the time of contract issuance, unless Nationwide approves a request for an Annuitant of greater age.

Only Non-Qualified Contract Owners may name someone other than himself/herself as the Annuitant.

The Contract Owner may not name a new Annuitant without Nationwide's consent.

Joint Annuitant

The joint annuitant is designated as a second person (in addition to the Annuitant) upon whose continuation of life any annuity payment involving life contingencies depends. The joint annuitant is named at the time of annuitization.

Beneficiary and Contingent Beneficiary

The beneficiary is the person who is entitled to the death benefit if the Annuitant (and Contingent Annuitant, if applicable) dies before the Annuitization Date and there is no joint owner. The Contract Owner can name more than one beneficiary. Multiple beneficiaries will share the death benefit equally, unless otherwise specified.

A contingent beneficiary will succeed to the rights of the beneficiary if no beneficiary is alive when a death benefit is paid. The Contract Owner can name more than one contingent beneficiary. Multiple contingent beneficiaries will share the death benefit equally, unless otherwise specified.

Changes to the Parties to the Contract

Prior to the Annuitization Date (and subject to any existing assignments), the Contract Owner may request to change the following:

- Contract Owner (Non-Qualified Contracts only);
- joint owner (must be the Contract Owner's spouse);
- contingent owner;
- Annuitant (subject to Nationwide's underwriting and approval);
- contingent annuitant;
- joint annuitant (subject to Nationwide's underwriting and approval);
- beneficiary; or
- contingent beneficiary.

The Contract Owner must submit the request to Nationwide in writing and Nationwide must receive the request at the Service Center before the Annuitization Date. Once Nationwide receives and records the change request, the change will be effective as of the date the written request was signed (unless otherwise specified by the Contract Owner), whether or not the Contract Owner or Annuitant is living at the time it was recorded. The change will not affect any action taken by Nationwide before the change was recorded.

Any request to change the Contract Owner must be signed by the existing Contract Owner and the person designated as the new Contract Owner. Nationwide may require a signature guarantee.

If the Contract Owner is not a natural person and there is a change of the Annuitant, distributions will be made as if the Contract Owner died at the time of the change, regardless of whether the Contract Owner named a Contingent Annuitant.

Nationwide reserves the right to reject any change request that would alter the nature of the risk that Nationwide assumed when it originally issued the contract.

Operation of the Contract

Pricing

Generally, Nationwide prices Accumulation Units on each day that the New York Stock Exchange is open. (Pricing is the calculation of a new Accumulation Unit value that reflects that day's investment experience.)

Accumulation Units are not priced when the New York Stock Exchange is closed or on the following nationally recognized holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

Nationwide also will not price purchase payments, withdrawals, or transfers if:

- (1) trading on the New York Stock Exchange is restricted;
- (2) an emergency exists making disposal or valuation of securities held in the Variable Account impracticable; or
- (3) the SEC, by order, permits a suspension or postponement for the protection of security holders.

Rules and regulations of the SEC will govern as to when the conditions described in (2) and (3) exist. If Nationwide is closed on days when the New York Stock Exchange is open, Contract Value may change and Contract Owners will not have access to their accounts.

Application and Allocation of Purchase Payments

Initial Purchase Payments

Initial purchase payments will be priced at the Accumulation Unit value next determined no later than two business days after receipt of an order to purchase if the application and all necessary information are complete and are received at the Service Center before the close of the New York Stock Exchange, which generally occurs at 4:00 p.m. EST. If the order is received after the close of the New York Stock Exchange, the initial purchase payment will be priced within two business days after the next Valuation Date.

If an incomplete application is not completed within five business days after receipt at the Service Center, the prospective purchaser will be informed of the reason for the delay. The purchase payment will be returned unless the prospective purchaser specifically consents to allow Nationwide to hold the purchase payment until the application is completed.

Generally, initial purchase payments are allocated according to Contract Owner instructions on the application. However, in some states, Nationwide will allocate initial purchase payments to the money market Sub-Account during the free look period. After the free look period, Nationwide will reallocate the Contract Value among the investment options based on the instructions contained on the application. In other states, Nationwide will immediately allocate initial purchase payments to the investment options based on the instructions contained on the application. Contact the Service Center or refer to your contract for state specific information on the allocation of initial purchase payments.

Subsequent Purchase Payments

Any subsequent purchase payment received at the Service Center (along with all necessary information) before the close of the New York Stock Exchange on any Valuation Date will be priced at the Accumulation Unit value next determined after receipt of the purchase payment. If a subsequent purchase payment is received at the Service Center (along with all necessary information) after the close of the New York Stock Exchange, it will be priced at the Accumulation Unit value determined on the following Valuation Date.

Allocation of Purchase Payments

Nationwide allocates purchase payments to Sub-Accounts as instructed by the Contract Owner. Shares of the underlying mutual funds allocated to the Sub-Accounts are purchased at Net Asset Value, then converted into Accumulation Units.

Contract Owners can change allocations or make exchanges among the Sub-Accounts after the time of application by submitting a written request to the Service Center. However, no change may be made that would result in an amount less than 1% of the purchase payments being allocated to any Sub-Account. In the event that Nationwide receives such a request, Nationwide will inform the Contract Owner that the allocation instructions are invalid and that the contract's allocations among the Sub-Accounts prior to the request will remain in effect. Certain transactions may be subject to conditions imposed by the underlying mutual funds.

Determining the Contract Value

The Contract Value is the sum of the value of amounts allocated to the Sub-Accounts plus any amount held in the Fixed Account and the collateral fixed account. If charges are assessed against the whole Contract Value, Nationwide will deduct a proportionate amount from each Sub-Account and the Fixed Account based on current cash values.

Determining Variable Account Value - Valuing an Accumulation Unit

Sub-Account allocations are accounted for in Accumulation Units. Accumulation Unit values (for each Sub-Account) are determined by calculating the Net Investment Factor for the Sub-Accounts for the current Valuation Period and multiplying that result with the Accumulation Unit values determined on the previous Valuation Period. For each Sub-Account, the Net Investment Factor is the investment performance of the underlying mutual fund in which a particular Sub-Account invests, including the charges assessed against that Sub-Account for a Valuation Period.

Nationwide uses the Net Investment Factor as a way to calculate the investment performance of a Sub-Account from Valuation Period to Valuation Period.

The Net Investment Factor for any particular Sub-Account before the Annuitization Date is determined by dividing (a) by (b), and then subtracting (c) from the result, where:

- (a) is the sum of:
 - (1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and
 - (2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).
- (b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.
- (c) is a factor representing the daily Variable Account charges, which is equal to 1.30% of the Daily Net Assets.

Based on the change in the Net Investment Factor, the value of an Accumulation Unit may increase or decrease. Changes in the Net Investment Factor may not be directly proportional to changes in the Net Asset Value of the underlying mutual fund shares because of the deduction of Variable Account charges.

Though the number of Accumulation Units will not change as a result of investment experience, the value of an Accumulation Unit may increase or decrease from Valuation Period to Valuation Period.

Determining Fixed Account Value

Nationwide determines the value of the Fixed Account by:

- (1) adding all amounts allocated to the Fixed Account, minus amounts previously transferred or withdrawn from the Fixed Account;
- (2) adding any interest earned on the amounts allocated to the Fixed Account; and
- (3) subtracting charges deducted in accordance with the contract.

Transfer Requests

Contract Owners may submit transfer requests in writing, over the telephone, or via the Internet to the Service Center. Some benefits or features under the contract may limit the manner in which transfer requests can be submitted, as indicated in the respective provision. Nationwide may restrict or withdraw the telephone and/or Internet transfer privilege at any time.

Generally, Sub-Account transfers will receive the Accumulation Unit value next computed after the transfer request is received at the Service Center. However, if a contract that is limited to submitting transfer requests via U.S. mail submits a transfer request via the Internet or telephone pursuant to Nationwide's one-day delay policy, the transfer will be executed on the next Valuation Date after the exchange request is received at the Service Center (see *Managers of Multiple Contracts*).

Transfer Restrictions

Neither the contracts described in this prospectus nor the underlying mutual funds are designed to support active trading strategies that require frequent movement between or among Sub-Accounts (sometimes referred to as "market-timing" or "short-term trading"). A Contract Owner who intends to use an active trading strategy should consult his/her registered representative and request information on other Nationwide variable annuity contracts that offer investment in underlying mutual funds that are designed specifically to support active trading strategies.

Nationwide discourages (and will take action to deter) short-term trading in this contract because the frequent movement between or among Sub-Accounts may negatively impact other investors in the contract. Short-term trading can result in:

- the dilution of the value of the investors' interests in the underlying mutual fund;
- underlying mutual fund managers taking actions that negatively impact performance (keeping a larger portion of the underlying mutual fund assets in cash or liquidating investments prematurely in order to support redemption requests); and/or
- increased administrative costs due to frequent purchases and redemptions.

To protect investors in this contract from the negative impact of these practices, Nationwide has implemented, or reserves the right to implement, several processes and/or restrictions aimed at eliminating the negative impact of active trading strategies. Nationwide makes no assurances that all risks associated with short-term trading will be completely eliminated by these processes and/or restrictions.

Nationwide cannot guarantee that its attempts to deter active trading strategies will be successful. If Nationwide is unable to deter active trading strategies, the performance of the Sub-Accounts that are actively traded may be adversely impacted.

Redemption Fees

Some underlying mutual funds assess a short-term trading fee in connection with transfers from a Sub-Account that occur within 60 days after the date of the allocation to the Sub-Account. The fee is assessed against the amount transferred and is paid to the underlying mutual fund. Redemption fees compensate the underlying mutual fund for any negative impact on fund performance resulting from short-term trading. If a short-term trading fee is assessed, the Contract Owner will receive a confirmation notice.

Currently, none of the underlying mutual funds assess a short-term trading fee.

U.S. Mail Restrictions

Nationwide monitors transfer activity in order to identify those who may be engaged in harmful trading practices. Transaction reports are produced and examined. Generally, a contract may appear on these reports if the Contract Owner (or a third party acting on their behalf) engages in a certain number of "transfer events" in a given period. A "transfer event" is any transfer, or combination of transfers, occurring on a given trading day (Valuation Period). For example, if a Contract Owner executes multiple transfers involving 10 investment options in one day, this counts as one transfer event. A single transfer occurring on a given trading day and involving only two investment options will also count as one transfer event.

As a result of this monitoring process, Nationwide may restrict the method of communication by which transfer orders will be accepted. In general, Nationwide will adhere to the following guidelines:

Trading Behavior	Nationwide's Response
Six or more transfer events in one calendar quarter	Nationwide will mail a letter to the Contract Owner notifying them that: (1) they have been identified as engaging in harmful trading practices; and (2) if their transfer events exceed 11 in two consecutive calendar quarters or 20 in one calendar year, the Contract Owner will be limited to submitting transfer requests via U.S. mail on a Nationwide issued form.
More than 11 transfer events in two consecutive calendar quarters OR More than 20 transfer events in one calendar year	Nationwide will automatically limit the Contract Owner to submitting transfer requests via U.S. mail on a Nationwide issued form.

For purposes of Nationwide's transfer policy, U.S. mail includes standard U.S. mail, overnight U.S. mail, and overnight delivery via private carrier.

Each January 1, Nationwide will start the monitoring anew, so that each contract starts with 0 transfer events each January 1. See, however, the *Other Restrictions* provision.

Managers of Multiple Contracts

Some investment advisors/representatives manage the assets of multiple Nationwide contracts pursuant to trading authority granted or conveyed by multiple Contract Owners. These multi-contract advisors will generally be required by Nationwide to submit all transfer requests via U.S. mail.

Nationwide may, as an administrative practice, implement a "one-day delay" program for these multi-contract advisors, which they can use in addition to or in lieu of submitting transfer requests via U.S. mail. The one-day delay option permits multi-contract advisors to continue to submit transfer requests via the Internet or telephone. However, transfer requests submitted by multi-contract advisors via the Internet or telephone will not receive the next available Accumulation Unit value. Rather, they will receive the Accumulation Unit value that is calculated on the following Valuation Date. Transfer requests submitted under the one-day delay program are irrevocable. Multi-contract advisors will receive advance notice of being subject to the one-day delay program.

Other Restrictions

Contract Owners that are required to submit transfer requests via U.S. mail will be required to use a Nationwide issued form for their transfer request. Nationwide will refuse transfer requests that either do not use the Nationwide issued form for their transfer request or fail to provide accurate and complete information on their transfer request form. In the event that a Contract Owner's transfer request is refused by Nationwide, they will receive notice in writing by U.S. mail and will be required to resubmit their transfer request on a Nationwide issued form.

Nationwide reserves the right to refuse or limit transfer requests, or take any other action it deems necessary in order to protect Contract Owners, Annuitants, and beneficiaries from the negative investment results that may result from short-term trading or other harmful investment practices employed by some Contract Owners (or third parties acting on their behalf). In particular, trading strategies designed to avoid or take advantage of Nationwide's monitoring procedures (and other measures aimed at curbing harmful trading practices) that are nevertheless determined by Nationwide to constitute harmful trading practices, may be restricted.

Any restrictions that Nationwide implements will be applied consistently and uniformly.

Underlying Mutual Fund Restrictions and Prohibitions

Pursuant to regulations adopted by the SEC, Nationwide is required to enter into written agreements with the underlying mutual funds which allow the underlying mutual funds to:

- (1) request the taxpayer identification number, international taxpayer identification number, or other government issued identifier of any Contract Owner;
- (2) request the amounts and dates of any purchase, redemption, transfer, or exchange request ("transaction information"); and

- (3) instruct Nationwide to restrict or prohibit further purchases or exchanges by Contract Owners that violate policies established by the underlying mutual fund (whose policies may be more restrictive than Nationwide's policies).

Nationwide is required to provide such transaction information to the underlying mutual funds upon their request. In addition, Nationwide is required to restrict or prohibit further purchases or requests to exchange into a specific Sub-Account upon instruction from the underlying mutual fund in which that Sub-Account invests. Nationwide and any affected Contract Owner may not have advance notice of such instructions from an underlying mutual fund to restrict or prohibit further purchases or requests to exchange. If an underlying mutual fund refuses to accept a purchase or request to exchange into the Sub-Account associated with the underlying mutual fund submitted by Nationwide, Nationwide will keep any affected Contract Owner in their current Sub-Account allocation.

Transfers Prior to Annuitization

Transfers from the Fixed Account

A Contract Owner may request to transfer allocations from the Fixed Account to the Sub-Accounts only upon reaching the end of a Fixed Account interest rate guarantee period. Fixed Account transfers must be made within 45 days after the end of the interest rate guarantee period.

Normally, Nationwide will permit 100% of the maturing Fixed Account allocations to be transferred. However, Nationwide may limit the amount that can be transferred from the Fixed Account. Nationwide will determine the amount that may be transferred and will declare this amount at the end of the Fixed Account interest rate guarantee period. The maximum transferable amount will never be less than 10% of the Fixed Account allocation reaching the end of a Fixed Account interest rate guarantee period.

Contract Owners who use Dollar Cost Averaging may transfer from the Fixed Account under the terms of that program.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Transfers from the Sub-Accounts

A Contract Owner may request to transfer allocations from the Sub-Accounts to the Fixed Account at any time.

Normally, Nationwide will not restrict transfers from the Sub-Accounts to the Fixed Account; however, Nationwide may establish a maximum transfer limit from the Variable Account to the Fixed Account. Nationwide reserves the right to refuse transfers to the Fixed Account if the Fixed Account value is (or would be after the transfer) equal to or greater than 25% of the Contract Value at the time the transfer is requested. Generally, Nationwide will invoke this right when interest rates are low by historical standards.

Transfers Among the Sub-Accounts

A Contract Owner may request to transfer allocations among the Sub-Accounts at any time, subject to terms and conditions imposed by this prospectus and the underlying mutual funds.

Transfers After Annuitization

After annuitization, the portion of the Contract Value allocated to fixed annuity payments and the portion of the Contract Value allocated to variable annuity payments may not be changed.

After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

Right to Examine and Cancel

If the Contract Owner elects to cancel the contract, he/she may return it to the Service Center within a certain period of time known as the "free look" period. Depending on the state in which the contract was purchased (and, in some states, if the contract is purchased as a replacement for another annuity contract), the free look period may be 10 days or longer. For ease of administration, Nationwide will honor any free look cancellation request that is in good order and received at the Service Center or postmarked within 30 days after the contract issue date. The contract issue date is the date the initial purchase payment is applied to the contract.

Where state law requires the return of purchase payments for free look cancellations, Nationwide will return all purchase payments applied to the contract, less any withdrawals from the contract and any applicable federal and state income tax withholding.

Where state law requires the return of Contract Value for free look cancellations, Nationwide will return the Contract Value as of the date of the cancellation, less any withdrawals from the contract and any applicable federal and state income tax withholding.

Liability of the Variable Account under this provision is limited to the Contract Value in each Sub-Account on the date of revocation. Any additional amounts refunded to the Contract Owner will be paid by Nationwide.

Allocation of Purchase Payments during Free Look Period

Where state law requires the return of purchase payments for free look cancellations, Nationwide will allocate initial purchase payments allocated to Sub-Accounts to the money market Sub-Account during the free look period.

Where state law requires the return of Contract Value for free look cancellations, Nationwide will immediately allocate initial purchase payments to the investment options based on the instructions contained on the application.

Surrender/Withdrawal Prior to Annuitization

Prior to annuitization and before the Annuitant's death, Contract Owners may generally withdraw some or all of their Contract Value. Withdrawals from the contract may be subject to federal income tax and/or a tax penalty (see *Appendix C: Contract Types and Tax Information*). Withdrawal requests may be submitted in writing or by telephone to the Service Center and Nationwide may require additional information. Requests submitted by telephone will be subject to dollar amount limitations and may be subject to payment and other restrictions to prevent fraud. Nationwide reserves the right to require written requests to be submitted on current Nationwide forms for withdrawals. Nationwide reserves the right to remove the ability to submit requests by telephone upon written notice. Contact the Service Center for current limitations and restrictions. When taking a full surrender, Nationwide may require that the contract accompany the request. Nationwide may require a signature guarantee.

Surrender and withdrawal requests will receive the Accumulation Unit value next determined at the end of the current Valuation Period if the request and all necessary information is received at the Service Center before the close of the New York Stock Exchange (generally, 4:00 pm EST). If the request and all necessary information is received after the close of the New York Stock Exchange, the request will receive the Accumulation Unit value determined at the end of the next Valuation Day.

Nationwide will pay any amounts withdrawn from the Sub-Accounts within seven days after the request is received in good order at the Service Center (see *Determining the Contract Value*). However, Nationwide may suspend or postpone payment when it is unable to price a purchase payment or transfer, or as permitted or required by federal securities laws and rules and regulations of the SEC.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Partial Withdrawals

If a Contract Owner requests a partial withdrawal, Nationwide will redeem Accumulation Units from the Sub-Accounts and an amount from the Fixed Account. The amount withdrawn from each investment option will be in proportion to the value in each option at the time of the withdrawal request, unless Nationwide is instructed otherwise.

Partial withdrawals are subject to the CDSC provisions of the contract. If a CDSC is assessed, the Contract Owner may elect to have the CDSC deducted from either:

- (a) the amount requested; or
- (b) the Contract Value remaining after the Contract Owner has received the amount requested.

If the Contract Owner does not make a specific election, any applicable CDSC will be deducted from the amount requested by the Contract Owner.

The CDSC deducted is a percentage of the amount requested by the Contract Owner. Amounts deducted for CDSC are not subject to subsequent CDSC.

Partial Withdrawals to Pay Investment Advisory Fees

Some Contract Owners utilize an investment advisor(s) to manage their assets, for which the investment advisor assesses a fee. Investment advisors are not endorsed or affiliated with Nationwide and Nationwide makes no representation as to their qualifications. The fees for these investment advisory services are specified in the respective account agreements and are separate from and in addition to the contract fees and expenses described in this prospectus. Some Contract Owners authorize their investment advisor to take a partial withdrawal(s) from the contract in order to collect investment advisory fees. Withdrawals taken from this contract to pay advisory or investment management fees are subject to the CDSC provisions of the contract and may be subject to income tax and/or tax penalties.

Full Surrenders

Upon full surrender, the Contract Value may be more or less than the total of all purchase payments made to the contract. The Contract Value will reflect:

- Variable Account charges
- underlying mutual fund charges
- the investment performance of the underlying mutual funds
- amounts allocated to the Fixed Account and any interest credited
- a Contract Maintenance Charge
- any outstanding loan balance plus accrued interest

A CDSC may apply.

Surrender/Withdrawal After Annuitization

After the Annuitization Date, withdrawals other than regularly scheduled annuity payments are not permitted.

Withdrawals Under Certain Plan Types

Withdrawals Under a Texas Optional Retirement Program or a Louisiana Optional Retirement Plan

Redemption restrictions apply to contracts issued under the Texas Optional Retirement Program or the Louisiana Optional Retirement Plan.

The Texas Attorney General has ruled that participants in contracts issued under the Texas Optional Retirement Program may only take withdrawals if:

- the participant dies;
- the participant retires;
- the participant terminates employment due to total disability; or
- the participant that works in a Texas public institution of higher education terminates employment.

A participant under a contract issued under the Louisiana Optional Retirement Plan may only take distributions from the contract upon retirement or termination of employment. All retirement benefits under this type of plan must be paid as lifetime income; lump sum cash payments are not permitted, except for death benefits.

Due to these restrictions, a participant under either of these plans will not be able to withdraw Cash Value from the contract unless one of the applicable conditions is met. However, Contract Value may be transferred to other carriers, subject to any CDSC.

Nationwide issues this contract to participants in the Texas Optional Retirement Program in reliance upon and in compliance with Rule 6c-7 of the Investment Company Act of 1940. Nationwide issues this contract to participants in the Louisiana Optional Retirement Plan in reliance upon and in compliance with an exemptive order that Nationwide received from the SEC on August 22, 1990.

Withdrawals Under a Qualified Contract or Tax Sheltered Annuity

Contract Owners of a Tax Sheltered Annuity may withdraw part or all of their Contract Value before the earlier of the Annuitization Date or the Annuitant's death, except as provided below:

- (A) Contract Value attributable to contributions made under a qualified cash or deferred arrangement (within the meaning of Internal Revenue Code Section 402(g)(3)(A)), a salary reduction agreement (within the meaning of Internal Revenue Code Section 402(g)(3)(C)), or transfers from a Custodial Account (described in Section 403(b)(7) of the Internal Revenue Code), may be withdrawn only:
- (1) when the Contract Owner reaches age 59½, separates from service, dies, or becomes disabled (within the meaning of Internal Revenue Code Section 72(m)(7)); or
 - (2) in the case of hardship (as defined for purposes of Internal Revenue Code Section 401(k)), provided that any such hardship surrender may not include any income earned on salary reduction contributions.
- (B) The withdrawal limitations described previously also apply to:
- (1) salary reduction contributions to Tax Sheltered Annuities made for plan years beginning after December 31, 1988;
 - (2) earnings credited to such contracts after the last plan year beginning before January 1, 1989, on amounts attributable to salary reduction contributions; and
 - (3) all amounts transferred from Internal Revenue Code Section 403(b)(7) Custodial Accounts (except that earnings and employer contributions as of December 31, 1988 in such Custodial Accounts may be withdrawn in the case of hardship).

Any distribution other than the above, including a free look cancellation of the contract (when available) may result in taxes, penalties, and/or retroactive disqualification of a Qualified Contract or Tax Sheltered Annuity.

In order to prevent disqualification of a Tax Sheltered Annuity after a free look cancellation, Nationwide will transfer the proceeds to another Tax Sheltered Annuity upon proper direction by the Contract Owner.

Withdrawal provisions may be modified pursuant to the plan terms and tax provisions of the Internal Revenue Code when a contract is issued to fund a qualified plan.

These provisions explain Nationwide's understanding of current withdrawal restrictions. These restrictions may change.

Distributions pursuant to Qualified Domestic Relations Orders will not violate the restrictions stated previously.

Contract provisions may be modified pursuant to plan terms when the contract is issued to fund a qualified plan.

Loan Privilege

The loan privilege is only available to owners of Qualified Contracts and Tax Sheltered Annuities. Loans may be taken from the Contract Value after expiration of the free look period up to the Annuitization Date. Loans are subject to the terms of the contract, the plan, and the Internal Revenue Code. Nationwide may modify the terms of a loan to comply with changes in applicable law. Loans are not available in all states.

Minimum and Maximum Loan Amounts

Contract Owners may borrow a minimum of \$1,000, unless Nationwide is required by law to allow a lesser minimum amount. Each loan must individually satisfy the contract minimum amount.

The maximum nontaxable loan amount is based on information provided by the participant or the employer. This amount may be impacted if a participant has additional loans from other plans. The total of all outstanding loans must not exceed the following limits:

	Contract Values	Maximum Outstanding Loan Balance Allowed
Non-ERISA Plans	up to \$20,000	up to 80% of Contract Value (not more than \$10,000)
	\$20,000 and over	up to 50% of Contract Value (not more than \$50,000*)
ERISA Plans	All	up to 50% of Contract Value (not more than \$50,000*)

* The \$50,000 limits will be reduced by the highest outstanding balance owed during the previous 12 months.

For salary reduction Tax Sheltered Annuities, loans may be secured only by the Contract Value.

Maximum Loan Processing Fee

Nationwide charges a Loan Processing Fee at the time each new loan is processed. The Loan Processing Fee will not exceed \$25 per loan processed. This fee compensates Nationwide for expenses related to administering and processing loans. Loans are not available in all states. In addition, some states may not allow Nationwide to assess a Loan Processing Fee.

The fee is taken from all of the investment options in proportion to the Contract Value at the time the loan is processed.

How Loan Requests are Processed

All loans are made from assets in Nationwide's General Account. As collateral for the loan, Nationwide holds an amount equal to the loan in a collateral fixed account (which is part of Nationwide's General Account).

When a loan request is processed, Nationwide transfers Accumulation Units from the Sub-Accounts to the collateral fixed account until the requested amount is reached. The amount deducted from the Sub-Accounts will be in the same proportion as the Sub-Account allocations, unless the Contract Owner has instructed otherwise. If there are not enough Accumulation Units available in the contract to reach the requested loan amount, Nationwide would then transfer Contract Value from the Fixed Account. Contract Value transferred from the Fixed Account to meet the requested loan amount is not subject to the Fixed Account transfer limitations otherwise applicable under the contract.

No CDSC will be deducted on transfers related to loan processing.

Interest Charged

Nationwide charges interest on the outstanding loan balance. The applicable rate is disclosed at the time of loan application or loan issuance. Contract loan interest charges may provide revenue for risk charges and profit.

Interest Credited

Interest is credited to the contract, based on the amount of the outstanding loan balance in the collateral fixed account until the loan is repaid in full. The credited interest rate will be 2.25% less than the loan interest rate charged by Nationwide, and will be no less than the guaranteed minimum interest rate stated in the contract.

Loan Repayment

Loans must be repaid in five years. However, if the loan is used to purchase the Contract Owner's principal residence, the Contract Owner has 15 years to repay the loan.

Contract Owners must identify loan repayments as loan repayments or they will be treated as purchase payments and will not reduce the outstanding loan balance. Payments must be substantially level and made at least quarterly. Over time, unpaid loan interest charges can cause the total amount of the outstanding loan balance to be significant, so it is advantageous to make a loan repayment at least quarterly. The Contract Owner should contact the Service Center to obtain loan pay-off amounts.

When the Contract Owner makes a loan repayment, the amount in the collateral fixed account will be reduced by the amount of the payment that represents loan principal. Additionally, the amount of the payment that represents loan principal and credited interest will be applied to the Sub-Accounts and the Fixed Account in accordance with the allocation instructions in effect at the time the payment is received, unless the Contract Owner directs otherwise.

Distributions and Annuity Payments

Distributions made from the contract while a loan is outstanding will be reduced by the amount of the outstanding loan plus accrued interest if:

- the contract is surrendered;
- the Contract Owner/Annuitant dies;
- the Contract Owner who is not the Annuitant dies prior to annuitization; or

- annuity payments begin.

Transferring the Contract

Nationwide reserves the right to restrict any transfer of the contract while the loan is outstanding.

Grace Period and Loan Default

If a loan payment is not made when due, interest will continue to accrue. A grace period may be available (refer to the terms of the loan agreement). During the grace period, the loan is considered outstanding, but not in default. If a loan payment is not made by the end of the applicable grace period and the Contract Owner is eligible for a distribution, the loan payment amount may be deducted from the Contract Value and applied as a loan payment, which will be treated as an actual distribution.

If the Contract Owner fails to make a full payment by the end of the applicable grace period, and is not eligible to take a distribution, the loan will default. In the year of a default, the entire outstanding loan balance, plus accrued interest, will be treated as a deemed distribution and will be taxable to the Contract Owner. This deemed distribution may also be subject to an early withdrawal tax penalty by the Internal Revenue Service. After default, the loan is still outstanding and interest will continue to accrue until the entire loan balance has been repaid. Additional loans are not available until all defaulted loans have been repaid.

Assignment

Contracts other than Non-Qualified Contracts may not be assigned, pledged or otherwise transferred except where allowed by law.

A Non-Qualified Contract Owner may assign some or all rights under the contract while the Annuitant is alive, subject to Nationwide's consent. Nationwide is not responsible for the validity or tax consequences of any assignment and Nationwide is not liable for any payment or settlement made before the assignment is recorded. Assignments will not be recorded until Nationwide receives sufficient direction from the Contract Owner and the assignee regarding the proper allocation of contract rights.

Amounts pledged or assigned will be treated as distributions and will be included in gross income to the extent that the cash value exceeds the investment in the contract for the taxable year in which it was pledged or assigned. Amounts assigned may be subject to a tax penalty equal to 10% of the amount included in gross income.

Assignment of the entire Contract Value may cause the portion of the Contract Value exceeding the total investment in the contract and previously taxed amounts to be included in gross income for federal income tax purposes each year that the assignment is in effect.

Contract Owner Services

Asset Rebalancing

Asset Rebalancing is the automatic reallocation of Contract Values to the Sub-Accounts on a predetermined percentage basis. Asset Rebalancing is not available for assets held in the Fixed Account. Requests for Asset Rebalancing must be on a Nationwide form and submitted to the Service Center. Once Asset Rebalancing is elected, it will only be terminated upon specific instruction from the Contract Owner; manual transfers will not automatically terminate the program. Currently, there is no additional charge for Asset Rebalancing.

Asset Rebalancing occurs every three months or on another frequency if permitted by Nationwide. If the last day of the designated rebalancing period falls on a Saturday, Sunday, recognized holiday, or any other day when the New York Stock Exchange is closed, Asset Rebalancing will occur on the next business day. Each Asset Rebalancing reallocation is considered a transfer event (see *Transfer Restrictions*).

Asset Rebalancing may be subject to employer limitations or restrictions for contracts issued to a qualified plan or Tax Sheltered Annuity. Contract Owners should consult a financial advisor to discuss the use of Asset Rebalancing.

Nationwide reserves the right to stop establishing new Asset Rebalancing programs. Existing Asset Rebalancing programs will remain in effect unless otherwise terminated.

Dollar Cost Averaging

Dollar Cost Averaging is a long-term transfer program that allows the Contract Owner to make regular, level investments over time. Dollar Cost Averaging involves the automatic transfer of a specific amount from the Fixed Account and/or certain Sub-Accounts into other Sub-Accounts. With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Contract Owners direct Nationwide to automatically transfer specified amounts from the Fixed Account and the following Sub-Account(s) (if available):

- Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I
- Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II
- PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class
- PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class

to any other Sub-Account(s). Dollar Cost Averaging transfers may not be directed to the Fixed Account. Transfers from the Fixed Account must be equal to or less than 1/30th of the Fixed Account value at the time the program is requested. Contract Owners that wish to utilize Dollar Cost Averaging should first inquire whether any Enhanced Fixed Account Dollar Cost Averaging programs are available.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either the value in the originating investment option is exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, all amounts remaining in the originating Fixed Account or Sub-Account will remain allocated to the Fixed Account or Sub-Account, unless Nationwide is instructed otherwise. Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Enhanced Fixed Account Dollar Cost Averaging

Nationwide may, periodically, offer Dollar Cost Averaging programs with an enhanced interest rate referred to as "Enhanced Fixed Account Dollar Cost Averaging." Enhanced Fixed Account Dollar Cost Averaging involves the automatic transfer of a specific amount from an enhanced rate Fixed Account into any Sub-Account(s). With this service, the Contract Owner benefits from the ability to invest in the Sub-Accounts over a period of time, thereby smoothing out the effects of market volatility. Nationwide does not guarantee that this program will result in profit or protect Contract Owners from loss.

Only new purchase payments to the contract are eligible for Enhanced Fixed Account Dollar Cost Averaging. Enhanced Fixed Account Dollar Cost Averaging transfers may not be directed to the Fixed Account. Amounts allocated to the enhanced rate Fixed Account as part of an Enhanced Fixed Account Dollar Cost Averaging program earn a higher rate of interest than assets allocated to the standard Fixed Account. Each enhanced rate is guaranteed for as long as the corresponding program is in effect.

Transfers occur monthly or on another frequency if permitted by Nationwide. Nationwide will process transfers until either amounts allocated to the Fixed Account as part of an Enhanced Fixed Account Dollar Cost Averaging program are exhausted or the Contract Owner instructs Nationwide to stop the transfers. When a Contract Owner instructs Nationwide to stop the transfers, Nationwide will automatically reallocate any amount remaining in the enhanced rate Fixed Account according to future investment allocation instructions, unless directed otherwise. Enhanced Fixed Account Dollar Cost Averaging transfers are not considered transfer events.

Nationwide reserves the right to stop establishing new Enhanced Fixed Account Dollar Cost Averaging programs.

Nationwide is required by state law to reserve the right to postpone payment or transfer of assets from the Fixed Account for a period of up to six months from the date of the withdrawal or transfer request.

Systematic Withdrawals

Systematic Withdrawals allow Contract Owners to receive a specified amount (of at least \$100) on a monthly, quarterly, semi-annual, or annual basis. Requests for Systematic Withdrawals and requests to discontinue Systematic Withdrawals must be submitted in good order and in writing to the Service Center.

The withdrawals will be taken from the Sub-Accounts and the Fixed Account proportionally unless Nationwide is instructed otherwise.

Nationwide will withhold federal income taxes from Systematic Withdrawals unless otherwise instructed by the Contract Owner. The Internal Revenue Service may impose a 10% penalty tax if the Contract Owner is under age 59½, unless the Contract Owner has made an irrevocable election of distributions of substantially equal payments.

A CDSC may apply to amounts taken through Systematic Withdrawals. If the Contract Owner takes Systematic Withdrawals, the maximum amount that can be withdrawn annually without a CDSC is the amount available under the CDSC-free withdrawal privilege (see *Contingent Deferred Sales Charge*).

The CDSC-free withdrawal privilege for Systematic Withdrawals is non-cumulative. Free amounts not taken during any Contract Year cannot be taken as free amounts in a subsequent Contract Year. In any given Contract Year, any amount withdrawn in excess of the amount permitted under this program will be subject to the CDSC provisions (see *Contingent Deferred Sales Charge*).

Nationwide reserves the right to stop establishing new Systematic Withdrawal programs. Systematic Withdrawals are not available before the end of the free look period.

Death Benefit

Death of Contract Owner

If a Contract Owner (including a joint owner) who is not the Annuitant dies before the Annuitization Date, no death benefit is payable and the surviving joint owner becomes the Contract Owner. If there is no surviving joint owner, the contingent owner becomes the Contract Owner. If there is no surviving contingent owner, the Annuitant becomes the Contract Owner.

A distribution of the Contract Value will be made in accordance with tax rules and as described in *Appendix C: Contract Types and Tax Information*. A CDSC may apply.

Death of Annuitant

If the Annuitant who is not a Contract Owner dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant and no death benefit is payable. If no Contingent Annuitant is named, a death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries or contingent beneficiaries survive the Annuitant, the Contract Owner or the last surviving Contract Owner's estate will receive the death benefit.

If the Annuitant dies after the Annuitization Date, any benefit that may be payable will be paid according to the selected annuity payment option.

If the Contract Owner is a Charitable Remainder Trust and the Annuitant dies before the Annuitization Date, the death benefit will accrue to the Charitable Remainder Trust. Any designation in conflict with the Charitable Remainder Trust's right to the death benefit will be void.

Death of Contract Owner/Annuitant

If a Contract Owner (including a joint owner) who is also the Annuitant dies before the Annuitization Date, a death benefit is payable to the beneficiary. Multiple beneficiaries will share the death benefit equally unless otherwise specified. If no beneficiaries survive the Contract Owner/Annuitant, the contingent beneficiary receives the death benefit. Multiple contingent beneficiaries will share the death benefit equally unless otherwise specified. If no contingent beneficiaries survive the Contract Owner/Annuitant, the last surviving Contract Owner's estate will receive the death benefit.

If the Contract Owner/Annuitant dies after the Annuitization Date, any benefit that may be payable will be paid according to the selected annuity payment option.

Death Benefit Payment

The recipient of the death benefit may elect to receive the death benefit:

- (1) in a lump sum;
- (2) as an annuity (see *Annuity Payment Options*); or
- (3) in any other manner permitted by law and approved by Nationwide.

Premium taxes may be deducted from death benefit proceeds. Nationwide will pay (or will begin to pay) the death benefit after it receives proof of death and the instructions as to the payment of the death benefit. Death benefit claims must be submitted to the Service Center. If the recipient of the death benefit does not elect the form in which to receive the death benefit payment, Nationwide will pay the death benefit in a lump sum. Contract Value will continue to be allocated according to the most recent allocation instructions until the death benefit is paid.

If the contract has multiple beneficiaries entitled to receive a portion of the death benefit, the Contract Value will continue to be allocated according to the most recent allocation instructions until the first beneficiary provides Nationwide with all the information necessary to pay that beneficiary's portion of the death benefit proceeds. At the time the first beneficiary's proceeds are paid, the remaining portion(s) of the death benefit proceeds that are allocated to Sub-Accounts will be reallocated to the available money market Sub-Account until instructions are received from the remaining beneficiary(ies).

Any Contract Value not allocated to the Sub-Accounts will remain invested and will not be reallocated to the available money market Sub-Account.

Death Benefit Calculations

The value of each component of the death benefit calculation will be determined as of the date Nationwide receives:

- (1) proper proof of the Annuitant's death;
- (2) an election specifying the distribution method; and
- (3) any state required form(s).

For contracts issued on or after May 1, 1998 (or a later date if required by state law):

- If the Annuitant dies prior to his or her 75th birthday and before the Annuitization Date, the death benefit will be the greater of:
 - (1) the Contract Value; or
 - (2) the total of all purchase payments, less an adjustment for amounts withdrawn.

Any adjustment for amounts withdrawn will reduce the applicable factor above in the same proportion that the Contract Value was reduced on the date(s) of the partial withdrawal(s).

- If the Annuitant dies on or after his or her 75th birthday and prior to the Annuitization Date, the death benefit will equal the Contract Value.

For contracts issued before May 1, 1998 (or before state approval of the death benefit calculation described previously):

- If the Annuitant dies prior to his or her 75th birthday and before the Annuitization Date, the death benefit will be the greater of:
 - (1) the Contract Value; or
 - (2) the total of all purchase payments, less any amounts withdrawn.
- If the Annuitant dies on or after his or her 75th birthday and prior to the Annuitization Date, the death benefit will equal the Contract Value.

If the Annuitant dies after the Annuitization Date, payment will be determined according to the selected annuity payment option.

Annuity Commencement Date

The Annuity Commencement Date is the date on which annuity payments are scheduled to begin. Generally, the Contract Owner designates the Annuity Commencement Date at the time of application. If no Annuity Commencement Date is designated at the time of application, Nationwide will establish the Annuity Commencement Date as the date the Annuitant reaches age 75. The Contract Owner may initiate a change to the Annuity Commencement Date at any time. Additionally, Nationwide will notify the Contract Owner approximately 90 days before the impending Annuity Commencement Date of the opportunity to change the Annuity Commencement Date or annuitize the contract.

Any request to change the Annuity Commencement Date must meet the following requirements:

- the request is made prior to annuitization;
- the requested date is at least two years after the date of issue;
- the requested date is not later than the Annuitant's 75th birthday (or the 75th birthday of the oldest Annuitant if there are joint annuitants) unless approved by Nationwide; and
- the request for change is made in writing, submitted to the Service Center and approved by Nationwide.

Generally, Nationwide will not initiate annuitization until specifically directed to do so. However, for Non-Qualified Contracts only, Nationwide will automatically initiate annuitization within 45 days after the Annuity Commencement Date (whether default or otherwise), unless (1) Nationwide has had direct contact with the Contract Owner (indicating that the contract is not abandoned); or (2) the Contract Owner has taken some type of action which is inconsistent with the desire to annuitize.

Annuitizing the Contract

Annuitization Date

The Annuitization Date is the date that annuity payments begin.

Any optional death benefit that the Contract Owner elects will automatically terminate upon annuitization.

The Annuitization Date will be the first day of a calendar month unless otherwise agreed. Unless otherwise required by state law, the Annuitization Date must be at least two years after the contract is issued, but may not be later than either:

- the age (or date) specified in the contract; or
- the age (or date) specified by state law, where applicable.

The Internal Revenue Code may require that distributions be made prior to the Annuitization Date (see *Appendix C: Contract Types and Tax Information*).

On the Annuitization Date, the Annuitant becomes the Contract Owner unless the Contract Owner is a Charitable Remainder Trust.

If the contract is issued to fund a Tax Sheltered Annuity, annuitization may occur during the first two Contract Years subject to Nationwide's approval.

Annuitization

Annuitization is the period during which annuity payments are received. It is irrevocable once payments have begun. Upon arrival of the Annuitization Date, the Annuitant must choose:

- (1) an annuity payment option; and
- (2) either a fixed payment annuity, variable payment annuity, or an available combination.

Annuity purchase rates are used to determine the amount of the annuity payments based upon the annuity payment option elected. Actual purchase rates used to determine annuity payments will be those in effect on the Annuitization Date, and will not be less than the guaranteed minimum purchase rates as provided in the contract.

Nationwide guarantees that each payment under a fixed payment annuity will be the same throughout annuitization. Under a variable payment annuity, the amount of each payment will vary with the performance of the Sub-Accounts elected.

Any allocations in the Fixed Account that are to be annuitized as a variable payment annuity must be transferred to one or more Sub-Accounts prior to the Annuitization Date. There are no restrictions on Fixed Account transfers made in anticipation of annuitization.

Any allocations in the Sub-Accounts that are to be annuitized as a fixed payment annuity must be transferred to the Fixed Account prior to the Annuitization Date.

Fixed Annuity Payments

Fixed annuity payments provide for level annuity payments. Premium taxes are deducted prior to determining fixed annuity payments. The fixed annuity payments will remain level unless the annuity payment option provides otherwise.

Variable Annuity Payments

Variable annuity payments will vary depending on the performance of the Sub-Accounts selected. The Sub-Accounts available during annuitization are those Sub-Accounts corresponding to the underlying mutual funds shown in *Appendix A: Underlying Mutual Fund Information*.

First Variable Annuity Payment

A number of factors determine the amount of the first variable annuity payment, including, but not limited to:

- the portion of purchase payments allocated to provide variable annuity payments;
- the Variable Account value on the Annuitization Date;
- the adjusted age and sex of the Annuitant (and joint annuitant, if any) in accordance with the contract;
- the annuity payment option elected;
- the frequency of annuity payments;
- the Annuitization Date;
- the assumed investment return (the net investment return required to maintain level variable annuity payments);
- the deduction of applicable premium taxes; and
- the date the contract was issued.

Assumed Investment Return

An assumed investment return is the net investment return required to maintain level variable annuity payments. Nationwide uses a 3.5% assumed investment return factor. Therefore, if the net investment performance of each Sub-Account in which the Contract Owner invests exactly equals 3.5% for every payment period, then each payment will be the same amount. To the extent that investment performance is not equal to 3.5% for given payment periods, the amount of the payments in those periods will not be the same. Payments will increase from one payment date to the next if the annualized net rate of return is greater than 3.5% during that time. Conversely, payments will decrease from one payment to the next if the annualized net rate of return is less than 3.5% during that time.

Nationwide uses the assumed investment rate of return to determine the amount of the first variable annuity payment.

Subsequent Variable Annuity Payments

Variable annuity payments after the first will vary with the performance of the Sub-Accounts chosen by the Contract Owner after the investment performance is adjusted by the assumed investment return factor.

The dollar amount of each subsequent variable annuity payment is determined by taking the portion of the first annuity payment funded by a particular Sub-Account divided by the Annuity Unit value for that Sub-Account as of the Annuitization Date. This establishes the number of Annuity Units provided by each Sub-Account for each variable annuity payment after the first.

The number of Annuity Units comprising each variable annuity payment, on a Sub-Account basis, will remain constant, unless the Contract Owner transfers value from one Sub-Account to another. After annuitization, transfers among Sub-Accounts may only be made once per calendar year.

The number of Annuity Units for each Sub-Account is multiplied by the Annuity Unit value for that Sub-Account for the Valuation Period for which the payment is due. The sum of these results for all the Sub-Accounts in which the Contract Owner invests establishes the dollar amount of the variable annuity payment.

Subsequent variable annuity payments may be more or less than the previous variable annuity payment, depending on whether the net investment performance of the elected Sub-Accounts is greater or lesser than the assumed investment return.

Value of an Annuity Unit

Annuity Unit values for Sub-Accounts are determined by:

- (1) multiplying the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period by the Net Investment Factor for the Sub-Account for the subsequent Valuation Period; and then
- (2) multiplying the result from (1) by a factor to neutralize the assumed investment return factor.

The Net Investment Factor for any particular Sub-Account on or after the Annuitization Date is determined by dividing (a) by (b), and then subtracting (c) from the result, where:

- (a) is the sum of:
 - (1) the Net Asset Value of the underlying mutual fund as of the end of the current Valuation Period; and
 - (2) the per share amount of any dividend or income distributions made by the underlying mutual fund (if the date of the dividend or income distribution occurs during the current Valuation Period).
- (b) is the Net Asset Value of the underlying mutual fund determined as of the end of the preceding Valuation Period.
- (c) is a factor representing the daily Variable Account charges, which is equal to 1.30% of the Daily Net Assets.

Based on the change in the Net Investment Factor, the value of an Annuity Unit may increase or decrease. Changes in the Net Investment Factor may not be directly proportional to changes in the Net Asset Value of the underlying mutual fund shares because of the deduction of Variable Account charges.

Though the number of Annuity Units will not change as a result of investment experience, the value of an Annuity Unit may increase or decrease from Valuation Period to Valuation Period.

Frequency and Amount of Annuity Payments

Annuity payments are based on the annuity payment option elected.

If the net amount to be annuitized is less than \$500, Nationwide reserves the right to pay this amount in a lump sum instead of periodic annuity payments.

Nationwide reserves the right to change the frequency of payments if the amount of any payment becomes less than \$100. The payment frequency will be changed to an interval that will result in payments of at least \$100. Nationwide will send annuity payments no later than seven days after each annuity payment date.

Annuity Payment Options

The Annuitant must elect an annuity payment option before the Annuitization Date. If the Annuitant does not elect an annuity payment option, a variable payment Single Life with a 20 Year Term Certain annuity payment option will be assumed as the automatic form of payment upon annuitization. Once elected or assumed, the annuity payment option may not be changed.

Not all of the annuity payment options may be available in all states. Additionally, the annuity payment options available may be limited based on the Annuitant's age (and the joint annuitant's age, if applicable) or requirements under the Internal Revenue Code.

Annuity Payment Options Available to All Contracts

- Single Life;
- Standard Joint and Survivor; and
- Single Life with a 10 or 20 Year Term Certain.

Each of the annuity payment options is discussed more thoroughly below.

Single Life

The Single Life annuity payment option provides for annuity payments to be paid during the lifetime of the Annuitant. This option is not available if the Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment before the Annuitant's death. For example, if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one payment. The Annuitant will only receive two annuity payments if he or she dies before the third payment date, and so on. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Standard Joint and Survivor

The Standard Joint and Survivor annuity payment option provides for annuity payments to continue during the joint lifetimes of the Annuitant and joint annuitant. After the death of either the Annuitant or joint annuitant, payments will continue for the life of the survivor. This option is not available if the Annuitant or joint Annuitant is 86 or older on the Annuitization Date.

Payments will cease with the last payment due prior to the death of the last survivor of the Annuitant and joint annuitant. As is the case of the Single Life annuity payment option, there is no guaranteed number of payments. Therefore, it is possible that if the Annuitant dies before the second annuity payment date, the Annuitant will receive only one annuity payment. No death benefit will be paid.

No withdrawals other than the scheduled annuity payments are permitted.

Single Life with a 10 or 20 Year Term Certain

The Single Life with a 10 or 20 Year Term Certain annuity payment option provides that monthly annuity payments will be paid during the Annuitant's lifetime or for the term selected, whichever is longer. The term may be either 10 or 20 years.

If the Annuitant dies before the end of the 10 or 20 year term, payments will be paid to the beneficiary for the remainder of the term.

No withdrawals other than the scheduled annuity payments are permitted.

Any Other Option

Annuity payment options not set forth in this provision may be available. Any annuity payment option not set forth in this provision must be approved by Nationwide.

Statements and Reports

Nationwide will mail Contract Owners statements and reports. Therefore, Contract Owners should promptly notify the Service Center of any address change.

These mailings will contain:

- statements showing the contract's quarterly activity;
- confirmation statements showing transactions that affect the contract's value. Confirmation statements will not be sent for recurring transactions (*i.e.*, Dollar Cost Averaging or salary reduction programs). Instead, confirmation of recurring transactions will appear in the contract's quarterly statements; and
- semi-annual and annual reports of allocated underlying mutual funds.

Contract Owners can receive information from Nationwide faster and reduce the amount of mail received by signing up for Nationwide's eDelivery program. Nationwide will notify Contract Owners by email when important documents (statements, prospectuses, and other documents) are ready for a Contract Owner to view, print, or download from Nationwide's secure server. To choose this option, go to: www.nationwide.com/login.

Contract Owners should review statements and confirmations carefully. All errors or corrections must be reported to Nationwide immediately to assure proper crediting to the contract. Unless Nationwide is notified within 30 days of receipt of the statement, Nationwide will assume statements and confirmation statements are correct.

IMPORTANT NOTICE REGARDING DELIVERY OF SECURITY OWNER DOCUMENTS

When multiple copies of the same disclosure document(s), such as prospectuses, supplements, proxy statements, and semi-annual and annual reports are required to be mailed to multiple Contract Owners in the same household, Nationwide will mail only one copy of each document, unless notified otherwise by the Contract Owner(s). Household delivery will continue for the life of the contracts.

A Contract Owner can revoke their consent to household delivery and reinstate individual delivery by contacting the Service Center. Nationwide will reinstate individual delivery within 30 days after receiving such notification.

Legal Proceedings

Nationwide Life Insurance Company

Nationwide Financial Services, Inc. (NFS, or collectively with its subsidiaries, "the Company") was formed in November 1996. NFS is the holding company for Nationwide Life Insurance Company (NLIC), Nationwide Life and Annuity Insurance Company (NLAIC) and other companies that comprise the life insurance and retirement savings operations of the Nationwide group of companies (Nationwide). This group includes Nationwide Financial Network (NFN), an affiliated distribution network that markets directly to its customer base. NFS is incorporated in Delaware and maintains its principal executive offices in Columbus, Ohio.

The Company is subject to legal and regulatory proceedings in the ordinary course of its business. These include proceedings specific to the Company and proceedings generally applicable to business practices in the industries in which the Company operates. The outcomes of these proceedings cannot be predicted due to their complexity, scope, and many uncertainties. The Company believes, however, that based on currently known information, the ultimate outcome of all pending legal and regulatory proceedings is not likely to have a material adverse effect on the Company's consolidated financial position. The Company maintains Professional Liability Insurance and Director and Officer Liability insurance policies that may cover losses for certain legal and regulatory proceedings. The Company will make adequate provision for any probable and reasonably estimable recoveries under such policies.

The various businesses conducted by the Company are subject to oversight by numerous federal and state regulatory entities, including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, the Department of Labor, the Internal Revenue Service, the Federal Reserve Bank and state insurance authorities. Such regulatory entities may, in the normal course, be engaged in general or targeted inquiries, examinations and investigations of the Company and/or its affiliates. With respect to all such scrutiny directed at the Company or their affiliates, the Company is cooperating with regulators. The Company will cooperate with its ultimate parent company, Nationwide Mutual Insurance Company (NMIC) insofar as any inquiry, examination or investigation encompasses NMIC's operations. In addition, recent regulatory activity, including state and federal regulatory activity related to fiduciary standards, may impact the Company's business and operations, and certain estimates and assumptions used by the Company in determining the amounts presented in the combined financial statements and accompanying notes. Actual results could differ significantly from those estimates and assumptions.

Nationwide Investment Services Corporation

The general distributor, NISC, is not engaged in any litigation that is likely to have a material adverse effect on its ability to perform its contract with the Variable Account.

Contents of Statement of Additional Information

General Information and History
Services
Purchase of Securities Being Offered
Underwriters
Advertising
Annuity Payments
Financial Statements

Investment Company Act of 1940 Registration File No. 811-03330
Securities Act of 1933 Registration File No. 002-75059

Appendix A: Underlying Mutual Fund Information

This appendix contains information about the underlying mutual funds in which the Sub-Accounts invest. The underlying mutual funds in which the Sub-Accounts invest are designed primarily as investments for variable annuity contracts and variable life insurance policies issued by insurance companies. There is no guarantee that the investment objectives will be met. Refer to the prospectus for each underlying mutual fund for more detailed information.

Designations Key:

- FF: The underlying mutual fund primarily invests in other mutual funds. Therefore, a proportionate share of the fees and expenses of any acquired funds are indirectly borne by investors. As a result, investors in this Sub-Account may incur higher charges than if the assets were invested in an underlying mutual fund that does not invest in other mutual funds. Refer to the prospectus for this underlying mutual fund for more information.
- MF: The underlying mutual fund operates as a "feeder fund", which means it invests all of its investment assets in another mutual fund, the "master fund". Investors in this underlying mutual fund will bear the fees and expenses of both this underlying mutual fund and the "master fund" in which it invests. Therefore, this may result in higher expenses than those of other underlying mutual funds that invest directly in individual securities. Refer to the prospectus for this underlying mutual fund for more information.
- VOL: The underlying mutual fund uses a volatility management strategy to reduce a Contract Owner's exposure to equity investments when equity markets are volatile which may limit investment losses in a down market. However, use of such a strategy may also limit the growth of Contract Value. Allocation to this type of underlying mutual fund may result in foregone investment gains that could otherwise be realized by investing in riskier underlying mutual funds.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Maximize total return consistent with the Adviser's determination of reasonable risk.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.

AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B

Investment Advisor: AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.

American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term total return using a strategy that seeks to protect against U.S. inflation.

American Century Variable Portfolios, Inc. - American Century VP Balanced Fund: Class I

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth and income.

American Century Variable Portfolios, Inc. - American Century VP Income & Growth Fund: Class I

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2006

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Capital growth by investing in common stocks. Income is a secondary objective.

American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class I

Investment Advisor: American Century Investment Management, Inc.
Investment Objective: Long-term capital growth with income as a secondary objective.

American Funds Insurance Series® - Growth Fund: Class 1

This underlying mutual fund is only available in contracts issued on or after May 1, 1987 and before September 1, 1989

Investment Advisor: Capital Research and Management Company
Investment Objective: Seeks to provide you with growth of capital.

American Funds Insurance Series® - High-Income Bond Fund: Class 1

This underlying mutual fund is only available in contracts issued on or after May 1, 1987 and before September 1, 1989

Investment Advisor: Capital Research and Management Company
Investment Objective: Seeks to provide a high level of current income. Its secondary investment objective is capital appreciation.

American Funds Insurance Series® - U.S. Government/AAA-Rated Securities Fund: Class 1

This underlying mutual fund is only available in contracts issued on or after May 1, 1987 and before September 1, 1989

Investment Advisor: Capital Research and Management Company
Investment Objective: Seeks to provide a high level of current income consistent with preservation of capital.

BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: To seek long-term total return and current income.

BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: Seeks high total investment return.

BlackRock Variable Series Funds, Inc. - BlackRock High Yield V.I. Fund: Class III

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Financial Management, Inc.
Investment Objective: The Fund seeks to maximize total return, consistent with income generation and prudent investment management.

BlackRock Variable Series Funds, Inc. - BlackRock Total Return V.I. Fund: Class III

Investment Advisor: BlackRock Advisors, LLC
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: To maximize total return, consistent with income generation and prudent investment management.

Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2

Investment Advisor: Columbia Management Investment Advisors, LLC
Investment Objective: The Fund seeks to provide shareholders with high current income as its primary objective and, as its secondary objective, capital growth.

Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class

Investment Advisor: Delaware Management Company, Inc.
Investment Objective: The fund seeks capital appreciation.

Dreyfus Investment Portfolios - MidCap Stock Portfolio: Service Shares

Investment Advisor: The Dreyfus Corporation
Investment Objective: The fund seeks investment results that are greater than the total return performance of publicly traded common stocks of medium-size domestic companies in the aggregate, as represented by the Standard & Poor's MidCap 400® Index (S&P 400 Index).

Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor: The Dreyfus Corporation
Investment Objective: The fund seeks to match the performance of the Standard & Poor's® SmallCap 600 Index (S&P SmallCap 600 Index).

Dreyfus Stock Index Fund, Inc.: Initial Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor: The Dreyfus Corporation
Investment Objective: The fund seeks to match the total return of the Standard & Poor's® 500 Composite Stock Price Index (S&P 500® Index).

Dreyfus Sustainable U.S. Equity Portfolio, Inc. (The): Initial Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: The Dreyfus Corporation
Sub-advisor: Newton Investment Management (North America) Limited (Newton)
Investment Objective: The fund seeks long-term capital appreciation.

Dreyfus Variable Investment Fund - Appreciation Portfolio: Initial Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016

Investment Advisor: The Dreyfus Corporation
Sub-advisor: Fayez Sarofim & Co.
Investment Objective: The fund seeks long-term capital growth consistent with the preservation of capital. Its secondary goal is current income.

Dreyfus Variable Investment Fund - Growth and Income Portfolio: Initial Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: The Dreyfus Corporation
Investment Objective: Long-term capital growth, current income and growth of income consistent with reasonable investment risk.

Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class

Investment Advisor: Eaton Vance Management
Investment Objective: The fund seeks to provide a high level of current income.

Federated Insurance Series - Federated Quality Bond Fund II: Primary Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2008

Investment Advisor: Federated Investment Management Company
Investment Objective: Current income.

Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc.
Investment Objective: The fund seeks capital appreciation.

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class

Investment Advisor: FMR Co., Inc.
Sub-advisor: FMR Co., Inc.
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class

Investment Advisor: FMR Co., Inc.
Sub-advisor: FMR Co., Inc.
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class

Investment Advisor: FMR Co., Inc.
Sub-advisor: FMR Co., Inc.
Investment Objective: High total return with a secondary objective of principal preservation as the fund approaches its target date and beyond.

Designation: FF

Fidelity Variable Insurance Products Fund - VIP Asset Manager Portfolio: Initial Class

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Money Management, Inc., Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective: High total return.

Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc., Fidelity Investments Money Management, Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective: Income and capital growth consistent with reasonable risk.

Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2

Investment Advisor: Fidelity SelectCo, LLC (SelectCo) (the Adviser), an affiliate of Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc.
Investment Objective: Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Initial Class

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective: Reasonable income.

Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective: High total return through a combination of current income and capital appreciation.

Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Initial Class

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited, Fidelity Investments Japan Limited
Investment Objective: Capital appreciation.

Fidelity Variable Insurance Products Fund - VIP High Income Portfolio: Initial Class

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective: High level of current income while also considering growth of capital.

Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: Fidelity Investments Money Management, Inc., Fidelity Research & Analysis Company, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective: High level of current income.

Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective: Long-term growth of capital.

Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Initial Class

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: Fidelity Research & Analysis Company
Investment Objective: Long-term capital growth.

Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2

Investment Advisor: Fidelity SelectCo, LLC (SelectCo) (the Adviser), an affiliate of Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc., Fidelity Research & Analysis Company
Investment Objective: The fund seeks above-average income and long-term capital growth, consistent with reasonable investment risk.

Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2006

Investment Advisor: Fidelity Management & Research Company
Sub-advisor: FMR Co., Inc., Fidelity Management & Research (U.K.) Inc., Fidelity Research & Analysis Company, Fidelity Investments Japan Limited, Fidelity International Investment Advisors, Fidelity International Investment Advisors (U.K.) Limited
Investment Objective: Capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Founding Funds Allocation VIP Fund: Class 2

Investment Advisor: Franklin Templeton Services, LLC
Investment Objective: Capital appreciation with income as a secondary goal.
Designation: FF

Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: Seeks to maximize income while maintaining prospects for capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor: Franklin Advisory Services, LLC
Investment Objective: Seeks long-term total return.

Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before April 30, 2014

Investment Advisor: Templeton Asset Management, Ltd.
Investment Objective: Seeks long-term capital appreciation.

Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2

This underlying mutual fund is only available in contracts for which good order applications were received before April 30, 2014

Investment Advisor: Templeton Investment Counsel, LLC
Investment Objective: Seeks long-term capital growth.

Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2

Investment Advisor: Franklin Advisers, Inc.
Investment Objective: High current income, consistent with preservation of capital, with capital appreciation as a secondary consideration.

Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2018

Investment Advisor: Goldman Sachs Asset Management, L.P.
Investment Objective: Seeks to achieve investment results that approximate the performance of the GS Global Markets Navigator Index (the "Index").

Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares

Investment Advisor: Goldman Sachs Asset Management, L.P.
Investment Objective: The Portfolio seeks long-term growth of capital.

Guggenheim Variable Funds - Multi-Hedge Strategies

Investment Advisor: Guggenheim Investments
Investment Objective: Capital appreciation consistent with the return and risk characteristics of the hedge fund universe and, secondarily, to achieve these returns with low correlation to and less volatility than equity indices.

Invesco - Invesco V.I. American Franchise Fund: Series II Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Seek capital growth.

Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2015

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Long-term growth of capital.

Invesco - Invesco V.I. Mid Cap Growth Fund: Series II Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012

Investment Advisor: Invesco Advisers, Inc.
Investment Objective: Capital growth.

Ivy Variable Insurance Portfolios - Asset Strategy: Class II (formerly, Ivy Variable Insurance Portfolios - Asset Strategy)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide total return.

Ivy Variable Insurance Portfolios - High Income: Class II (formerly, Ivy Variable Insurance Portfolios - High Income)

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2017

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide total return through a combination of high current income and capital appreciation.

Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II (formerly, Ivy Variable Insurance Portfolios - Mid Cap Growth)

Investment Advisor: Ivy Investment Management Company
Investment Objective: To seek to provide growth of capital.

Janus Henderson VIT Flexible Bond Portfolio: Service Shares

Investment Advisor: Janus Capital Management LLC
Investment Objective: Maximum total return, consistent with preservation of capital.

Janus Henderson VIT Forty Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2014

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Janus Henderson VIT Global Technology Portfolio: Service Shares

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

Janus Henderson VIT Overseas Portfolio: Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2016

Investment Advisor: Janus Capital Management LLC
Investment Objective: Long-term growth of capital.

JPMorgan Insurance Trust - JPMorgan Insurance Trust Mid Cap Value Portfolio: Class 1

Investment Advisor: J.P. Morgan Investment Management Inc.
Investment Objective: Capital appreciation with the secondary goal of achieving current income by investing primarily in equity securities.

Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares

Investment Advisor: Lazard Asset Management LLC
Investment Objective: Long-term capital appreciation.

Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC

Investment Advisor: Lord, Abbett & Co. LLC
Investment Objective: The Fund's investment objective is to seek income and capital appreciation to produce a high total return.

MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust - MFS Value Series: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: To seek capital appreciation.

MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class

Investment Advisor: Massachusetts Financial Services Company
Investment Objective: The fund's investment objective is to seek capital appreciation. MFS normally invests the fund's assets primarily in foreign equity securities, including emerging market equity securities.

Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class I

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2009

Investment Advisor: Morgan Stanley Investment Management Inc.
Investment Objective: Above-average total return over a market cycle of three to five years by investing primarily in a diversified portfolio of fixed income securities.

Morgan Stanley Variable Insurance Fund, Inc. - Emerging Markets Debt Portfolio: Class I

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2004

Investment Advisor: Morgan Stanley Investment Management Inc.
Investment Objective: High total return by investing primarily in fixed income securities of government and government-related issuers and, to a lesser extent, of corporate issuers in emerging market countries.

Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II

Investment Advisor: Morgan Stanley Investment Management Inc.
Sub-advisor: Morgan Stanley Investment Management Limited
Investment Objective: Both capital appreciation and current income.

Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: American Century Investment Management, Inc.
Investment Objective: The Fund seeks capital appreciation, and secondarily current income.

Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The fund seeks to provide high total return (including income and capital gains) consistent with preservation of capital over the long term.
Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide as high a level of current income as is consistent with the preservation of capital.
Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide long-term growth of capital.
Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The Fund seeks to provide long-term growth of capital.
Designation: MF

Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II

Investment Advisor: Capital Research and Management Company, Nationwide Fund Advisors
Investment Objective: The fund seeks to achieve long-term growth of capital and income.
Designation: MF

Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund's investment objective is to seek capital growth and income through investments in equity securities, including common stocks, preferred stocks, and convertible securities.

Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks high total investment return consistent with preservation of capital over the long term.
Designation: FF, VOL

Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: DoubleLine Capital LP
Investment Objective: The Fund seeks to maximize total return.

Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Federated Investment Management Company
Investment Objective: The Fund seeks to provide high current income.

Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class I

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2013

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks long-term growth of capital by investing primarily in securities of companies that meet the fund's financial criteria and social policy.

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Aggressive Fund seeks maximum growth of capital consistent with a more aggressive level of risk as compared to other Cardinal Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return through investment in both equity and fixed income securities.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other Cardinal Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a conservative level of risk as compared to other Cardinal Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks a high level of total return through investment in both equity and fixed-income securities, consistent with preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks growth primarily and investment income secondarily.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Cardinal Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Cardinal Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The fund seeks a high level of total return consistent with a moderately conservative level of risk.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks a high level of current income consistent with preserving capital.

Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks long-term total return consistent with reasonable risk.

Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: Seeks primarily to provide growth of capital, and secondarily current income.
Designation: FF

Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: Seeks a high level of total return consistent with a moderate level of risk.
Designation: FF

Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Lazard Asset Management, LLC and Standard Life Investments (Corporate Funds) Limited
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies located in emerging market countries.

Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The fund seeks as high a level of current income as is consistent with the preservation of capital.

Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Federated Investment Management Company
Investment Objective: The Fund seeks as high a level of current income as is consistent with preserving capital and maintaining liquidity.

Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Lazard Asset Management LLC
Investment Objective: The Fund seeks long-term capital growth by investing primarily in equity securities of companies in Europe, Australasia, the Far East and other regions, including developing countries.

Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks to match the performance of the MSCI Europe, Australasia and Far East Index ("MSCI EAFE Index") as closely as possible before the deduction of Fund expenses.

Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Aggressive Fund seeks maximum growth of capital consistent with a more aggressive level of risk as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Balanced Fund seeks a high level of total return through investment in both equity and fixed-income securities.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Capital Appreciation Fund seeks growth of capital, but also seeks income consistent with a less aggressive level of risk as compared to other NVIT Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Conservative Fund seeks a high level of total return consistent with a conservative level of risk as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks a high level of total return through investment in both equity and fixed-income securities, consistent with preservation of capital.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks growth primarily and investment income secondarily.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Moderate Fund seeks a high level of total return consistent with a moderate level of risk as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Moderately Aggressive Fund seeks growth of capital, but also seeks income consistent with a moderately aggressive level of risk as compared to other Investor Destinations Funds.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Investment Objective: The NVIT Investor Destinations Moderately Conservative Fund seeks a high level of total return consistent with a moderately conservative level of risk.

Designation: FF

Nationwide Variable Insurance Trust - NVIT Large Cap Growth Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Boston Advisors, LLC
Investment Objective: The Fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks to provide a high total return (including income and capital gains) consistent with preservation of capital over the long term.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: Seeks to achieve long-term growth of capital and income.

Designation: FF, VOL

Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi Sector Bond Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Logan Circle Partners, L.P.
Investment Objective: The Fund seeks to provide above average total return over a market cycle of three to five years.

Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Invesco Advisers, Inc. and American Century Investment Management, Inc.
Investment Objective: The Fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Thompson, Siegel & Walmsley LLC
Investment Objective: The Fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Massachusetts Financial Services Company; Smith Asset Management Group; and Loomis, Sayles & Company L.P.
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Massachusetts Financial Services Company; The Boston Company Asset Management, LLC; Wellington Management Company, LLP
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2010

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Massachusetts Financial Services Company; The Boston Company Asset Management, LLC; Wellington Management Company, LLP
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Neuberger Berman Investment Advisers LLC; Wells Capital Management, Inc.
Investment Objective: The fund seeks long-term capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: American Century Investment Management, Inc.; Thompson, Siegel & Walmsley LLC; WEDGE Capital Management L.L.P.
Investment Objective: The fund seeks long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: OppenheimerFunds, Inc.; Wellington Management Company, LLP
Investment Objective: The Fund seeks capital growth.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Epoch Investment Partners, Inc.; JPMorgan Investment Management Inc.
Investment Objective: The Fund seeks capital appreciation.

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Jacobs Levy Equity Management, Inc.; OppenheimerFunds, Inc.
Investment Objective: The Fund seeks long-term growth of capital.

Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: AQR Capital Management, LLC
Investment Objective: The Fund seeks total return through a flexible combination of capital appreciation and current income.

Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Wellington Management Company LLP
Investment Objective: The Fund seeks current income and long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: Long-term capital appreciation.

Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Nationwide Asset Management, LLC
Investment Objective: The Fund seeks to provide a high level of current income while preserving capital and minimizing fluctuations in share value.

Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: BlackRock Investment Management, LLC
Investment Objective: The Fund seeks to match the performance of the Russell 2000® Index as closely as possible before the deduction of Fund expenses.

Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I

Investment Advisor: Nationwide Fund Advisors
Sub-advisor: Templeton Investment Counsel, LLC
Investment Objective: The Fund seeks to maximize total return consisting of capital appreciation and/or current income.

Neuberger Berman Advisers Management Trust - Mid-Cap Growth Portfolio: Class S

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks growth of capital.

Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks the highest available current income consistent with liquidity and low risk to principal; total return is a secondary goal.

Neuberger Berman Advisers Management Trust - Socially Responsive Portfolio: Class I

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2008

Investment Advisor: Neuberger Berman Investment Advisers LLC
Investment Objective: The Fund seeks long-term growth of capital by investing primarily in securities of companies that meet the Fund's financial criteria and social policy.

Oppenheimer Variable Account Funds - Oppenheimer Conservative Balanced Fund/VA: Non-Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: The Fund seeks capital appreciation.

Oppenheimer Variable Account Funds - Oppenheimer Discovery Mid Cap Growth Fund/VA: Non-Service Shares

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: Capital appreciation.

Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Non-Service Shares

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: The Fund seeks capital appreciation.

Oppenheimer Variable Account Funds - Oppenheimer Global Strategic Income Fund/VA: Non-Service Shares

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: The Fund seeks total return.

Oppenheimer Variable Account Funds - Oppenheimer International Growth Fund/VA: Service Shares

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: The Fund seeks capital appreciation.

Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Non-Service Shares

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: The Fund seeks capital appreciation.

Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Non-Service Shares

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: Capital appreciation.

Oppenheimer Variable Account Funds - Oppenheimer Total Return Bond Fund/VA: Non-Service Shares

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2004

Investment Advisor: OFI Global Asset Management, Inc.
Sub-advisor: OppenheimerFunds, Inc.
Investment Objective: The Fund seeks total return.

PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class

Investment Advisor: PIMCO
Sub-advisor: Research Affiliates, LLC
Investment Objective: The Portfolio seeks maximum real return, consistent with preservation of real capital and prudent investment management.

Designation: FF

PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class

Investment Advisor: PIMCO
Investment Objective: The portfolio seeks maximum total return consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - Foreign Bond Portfolio (Unhedged): Advisor Class

Investment Advisor: PIMCO
Investment Objective: The portfolio seeks maximum total return consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class

Investment Advisor: Pacific Investment Management Company LLC
Investment Objective: The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class

Investment Advisor: Pacific Investment Management Company LLC
Investment Objective: The Portfolio seeks maximum current income, consistent with preservation of capital and daily liquidity.

PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class

Investment Advisor: Pacific Investment Management Company LLC
Investment Objective: The Portfolio seeks maximum total return, consistent with preservation of capital and prudent investment management.

Putnam Variable Trust - Putnam VT International Equity Fund: Class IB

Investment Advisor: Putnam Investment Management, LLC
Sub-advisor: Putnam Investments Limited and The Putnam Advisory Company, LLC
Investment Objective: Seeks capital appreciation.

T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II

Investment Advisor: T. Rowe Price Associates, Inc.
Investment Objective: The fund seeks long-term capital appreciation.

VanEck VIP Trust - VanEck VIP Emerging Markets Fund: Initial Class

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012

Investment Advisor: Van Eck Associates Corporation
Investment Objective: Long-term capital appreciation by investing primarily in equity securities in emerging markets around the world.

VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Class S (formerly, VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Service Class)

Investment Advisor: Van Eck Associates Corporation
Investment Objective: Long-term capital appreciation by investing primarily in hard asset securities. Income is a secondary consideration.

VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class

This underlying mutual fund is no longer available to receive transfers or new purchase payments effective May 1, 2012

Investment Advisor: Van Eck Associates Corporation
Investment Objective: Long-term capital appreciation by investing primarily in hard asset securities. Income is a secondary consideration.

VanEck VIP Trust - VanEck VIP Unconstrained Emerging Markets Bond Fund: Initial Class

This underlying mutual fund is only available in contracts for which good order applications were received before May 1, 2012

Investment Advisor: Van Eck Associates Corporation
Investment Objective: High total return – income plus capital appreciation – by investing globally, primarily in a variety of debt securities.

Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2

Investment Advisor: Wells Fargo Funds Management, LLC
Sub-advisor: Wells Capital Management, Inc.
Investment Objective: Seeks long-term capital appreciation.

Appendix B: Condensed Financial Information

The following tables list the Condensed Financial Information (the Accumulation Unit value information for Accumulation Units outstanding) for contracts as of December 31, 2017. The term "Period" is defined as a complete calendar year, unless otherwise noted. Those Periods with an asterisk (*) reflect Accumulation Unit information for a partial year only.

The following underlying mutual funds in which the Sub-Accounts invest were added to the Variable Account after December 31, 2017; therefore, no Condensed Financial Information is available:

- AllianceBernstein Variable Products Series Fund, Inc. - AB VPS International Value Portfolio: Class B
- Fidelity Variable Insurance Products - Emerging Markets Portfolio: Service Class 2
- Goldman Sachs Variable Insurance Trust - Goldman Sachs Multi-Strategy Alternatives Portfolio: Service Shares
- Nationwide Variable Insurance Trust - DoubleLine NVIT Total Return Tactical Fund: Class II

No Additional Contract Options Elected Total - 1.30%

Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Dynamic Asset Allocation Portfolio: Class B - Q/NQ				
2017.....	11.467817	12.940400	12.84%	1,672
2016.....	11.240100	11.467817	2.03%	1,052
2015.....	11.538145	11.240100	-2.58%	647
2014.....	11.218186	11.538145	2.85%	853
2013.....	10.154217	11.218186	10.48%	9,338
2012*.....	10.000000	10.154217	1.54%	0
AllianceBernstein Variable Products Series Fund, Inc. - AB VPS Small/Mid Cap Value Portfolio: Class B - Q/NQ				
2017.....	39.309596	43.785793	11.39%	52,228
2016.....	31.913697	39.309596	23.17%	58,788
2015.....	34.286334	31.913697	-6.92%	54,470
2014.....	31.885431	34.286334	7.53%	69,135
2013.....	23.471632	31.885431	35.85%	87,476
2012.....	20.073992	23.471632	16.93%	77,019
2011.....	22.256871	20.073992	-9.81%	82,543
2010.....	17.813327	22.256871	24.95%	123,341
2009.....	12.651232	17.813327	40.80%	47,101
2008*.....	19.949600	12.651232	-36.58%	11,555
American Century Variable Portfolios II, Inc. - American Century VP Inflation Protection Fund: Class II - Q/NQ				
2017.....	13.842269	14.164466	2.33%	436,047
2016.....	13.434656	13.842269	3.03%	546,642
2015.....	13.956063	13.434656	-3.74%	656,168
2014.....	13.688194	13.956063	1.96%	849,999
2013.....	15.153413	13.688194	-9.67%	1,039,323
2012.....	14.297491	15.153413	5.99%	1,421,895
2011.....	12.962797	14.297491	10.30%	1,522,725
2010.....	12.493924	12.962797	3.75%	1,279,914
2009.....	11.485284	12.493924	8.78%	1,394,085
2008.....	11.824411	11.485284	-2.87%	1,527,765

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
American Century Variable Portfolios, Inc. - American Century VP Balanced Fund: Class I - Q/NQ				
2017.....	35.514791	39.930586	12.43%	557,648
2016.....	33.629401	35.514791	5.61%	622,048
2015.....	34.972438	33.629401	-3.84%	686,896
2014.....	32.254821	34.972438	8.43%	764,095
2013.....	27.829734	32.254821	15.90%	811,040
2012.....	25.220733	27.829734	10.34%	907,160
2011.....	24.258647	25.220733	3.97%	942,468
2010.....	22.016224	24.258647	10.19%	1,086,289
2009.....	19.315661	22.016224	13.98%	1,271,372
2008.....	24.564750	19.315661	-21.37%	1,560,907

American Century Variable Portfolios, Inc. - American Century VP Income & Growth Fund: Class I - Q/NQ				
2017.....	20.373549	24.229149	18.92%	461,400
2016.....	18.188654	20.373549	12.01%	522,792
2015.....	19.525698	18.188654	-6.85%	596,432
2014.....	17.584229	19.525698	11.04%	694,637
2013.....	13.117034	17.584229	34.06%	754,308
2012.....	11.582439	13.117034	13.25%	804,923
2011.....	11.380501	11.582439	1.77%	914,257
2010.....	10.101289	11.380501	12.66%	986,954
2009.....	8.666075	10.101289	16.56%	1,176,602
2008.....	13.422947	8.666075	-35.44%	1,436,247

American Century Variable Portfolios, Inc. - American Century VP Mid Cap Value Fund: Class I - Q/NQ				
2017.....	23.543744	25.956113	10.25%	363,937
2016.....	19.415521	23.543744	21.26%	392,893
2015.....	19.957197	19.415521	-2.71%	288,712
2014.....	17.367728	19.957197	14.91%	370,017
2013.....	13.523682	17.367728	28.42%	438,764
2012.....	11.778949	13.523682	14.81%	410,899
2011.....	12.017122	11.778949	-1.98%	448,993
2010.....	10.209581	12.017122	17.70%	396,631
2009.....	7.960349	10.209581	28.26%	354,890
2008.....	10.661044	7.960349	-25.33%	365,768

American Funds Insurance Series® - Growth Fund: Class 1 - Q/NQ				
2017.....	135.068768	171.481088	26.96%	62,814
2016.....	124.672469	135.068768	8.34%	82,124
2015.....	117.921359	124.672469	5.73%	92,503
2014.....	109.824486	117.921359	7.37%	106,861
2013.....	85.305954	109.824486	28.74%	112,638
2012.....	73.130053	85.305954	16.65%	125,616
2011.....	77.225205	73.130053	-5.30%	133,488
2010.....	65.745373	77.225205	17.46%	142,179
2009.....	47.666887	65.745373	37.93%	156,482
2008.....	85.979221	47.666887	-44.56%	185,885

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
American Funds Insurance Series® - High-Income Bond Fund: Class 1 - Q/NQ				
2017.....	60.985254	64.559769	5.86%	11,741
2016.....	52.436396	60.985254	16.30%	13,960
2015.....	57.091822	52.436396	-8.15%	13,269
2014.....	57.382936	57.091822	-0.51%	21,295
2013.....	54.388597	57.382936	5.51%	24,207
2012.....	48.380458	54.388597	12.42%	35,854
2011.....	47.972055	48.380458	0.85%	37,304
2010.....	42.123258	47.972055	13.88%	37,078
2009.....	30.603149	42.123258	37.64%	41,033
2008.....	40.661418	30.603149	-24.74%	42,365
American Funds Insurance Series® - U.S. Government/AAA-Rated Securities Fund: Class 1 - Q/NQ				
2017.....	35.907853	36.090680	0.51%	18,957
2016.....	35.863050	35.907853	0.12%	19,599
2015.....	35.646753	35.863050	0.61%	21,051
2014.....	34.318672	35.646753	3.87%	25,113
2013.....	35.799158	34.318672	-4.14%	26,433
2012.....	35.485261	35.799158	0.88%	30,588
2011.....	33.333174	35.485261	6.46%	34,457
2010.....	31.878158	33.333174	4.56%	36,578
2009.....	31.422590	31.878158	1.45%	42,499
2008.....	29.520523	31.422590	6.44%	48,344
BlackRock Variable Series Funds, Inc. - BlackRock Equity Dividend V.I. Fund: Class III - Q/NQ				
2017.....	11.189017	12.865168	14.98%	85,281
2016.....	9.767409	11.189017	14.55%	82,752
2015*.....	10.000000	9.767409	-2.33%	14,006
BlackRock Variable Series Funds, Inc. - BlackRock Global Allocation V.I. Fund: Class III - Q/NQ				
2017.....	15.355712	17.234356	12.23%	516,071
2016.....	14.987145	15.355712	2.46%	632,592
2015.....	15.338093	14.987145	-2.29%	769,901
2014.....	15.245537	15.338093	0.61%	785,235
2013.....	13.500145	15.245537	12.93%	868,203
2012.....	12.438632	13.500145	8.53%	855,786
2011.....	13.078195	12.438632	-4.89%	933,159
2010.....	12.072012	13.078195	8.33%	642,215
2009*.....	10.000000	12.072012	20.72%	256,077
BlackRock Variable Series Funds, Inc. - BlackRock High Yield V.I. Fund: Class III - Q/NQ				
2017.....	10.267397	10.851641	5.69%	50,760
2016.....	9.220316	10.267397	11.36%	68,872
2015*.....	10.000000	9.220316	-7.80%	8,857
BlackRock Variable Series Funds, Inc. - BlackRock Total Return V.I. Fund: Class III - Q/NQ				
2017.....	9.906199	10.091257	1.87%	39,011
2016.....	9.795436	9.906199	1.13%	55,503
2015*.....	10.000000	9.795436	-2.05%	34,744
Columbia Funds Variable Series Trust II - Columbia VP High Yield Bond Fund: Class 2 - Q/NQ				
2017*.....	10.000000	10.207291	2.07%	10,183

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Delaware VIP Trust - Delaware VIP Small Cap Value Series: Service Class - Q/NQ				
2017.....	15.234886	16.805473	10.31%	81,962
2016.....	11.774721	15.234886	29.39%	133,990
2015.....	12.754025	11.774721	-7.68%	28,813
2014.....	12.234599	12.754025	4.25%	28,922
2013*.....	10.000000	12.234599	22.35%	9,673
Dreyfus Investment Portfolios - MidCap Stock Portfolio: Service Shares - Q/NQ				
2017.....	11.913823	13.528043	13.55%	58,697
2016.....	10.477534	11.913823	13.71%	50,087
2015.....	10.889543	10.477534	-3.78%	45,285
2014*.....	10.000000	10.889543	8.90%	27,713
Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio: Service Shares - Q/NQ				
2017.....	29.794920	33.056317	10.95%	312,251
2016.....	24.009353	29.794920	24.10%	355,605
2015.....	24.905780	24.009353	-3.60%	355,415
2014.....	24.004434	24.905780	3.75%	393,060
2013.....	17.283516	24.004434	38.89%	471,392
2012.....	15.129971	17.283516	14.23%	483,503
2011.....	15.243060	15.129971	-0.74%	566,833
2010.....	12.273737	15.243060	24.19%	645,238
2009.....	9.946220	12.273737	23.40%	716,441
2008.....	14.586751	9.946220	-31.81%	803,775
Dreyfus Stock Index Fund, Inc.: Initial Shares - Q/NQ				
2017.....	52.999981	63.580958	19.96%	2,527,329
2016.....	48.068731	52.999981	10.26%	2,828,702
2015.....	48.168573	48.068731	-0.21%	3,174,555
2014.....	43.026879	48.168573	11.95%	3,507,804
2013.....	33.018348	43.026879	30.31%	3,891,480
2012.....	28.905195	33.018348	14.23%	4,345,651
2011.....	28.745380	28.905195	0.56%	4,942,709
2010.....	25.360665	28.745380	13.35%	5,789,028
2009.....	20.338657	25.360665	24.69%	6,748,390
2008.....	32.783214	20.338657	-37.96%	7,948,176
Dreyfus Sustainable U.S. Equity Portfolio, Inc. (The): Initial Shares - Q/NQ				
2017.....	41.960974	47.767823	13.84%	627,503
2016.....	38.516650	41.960974	8.94%	719,151
2015.....	40.311831	38.516650	-4.45%	813,018
2014.....	35.999819	40.311831	11.98%	899,625
2013.....	27.149539	35.999819	32.60%	993,737
2012.....	24.566195	27.149539	10.52%	1,110,757
2011.....	24.666773	24.566195	-0.41%	1,245,432
2010.....	21.766568	24.666773	13.32%	1,435,947
2009.....	16.487710	21.766568	32.02%	1,641,436
2008.....	25.474866	16.487710	-35.28%	1,844,583

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Dreyfus Variable Investment Fund - Appreciation Portfolio: Initial Shares - Q/NQ				
2017.....	23.698746	29.785090	25.68%	658,071
2016.....	22.251294	23.698746	6.51%	749,870
2015.....	23.114961	22.251294	-3.74%	917,920
2014.....	21.666259	23.114961	6.69%	1,063,134
2013.....	18.126273	21.666259	19.53%	1,264,161
2012.....	16.630920	18.126273	8.99%	1,476,505
2011.....	15.456539	16.630920	7.60%	1,492,170
2010.....	13.579904	15.456539	13.82%	1,346,194
2009.....	11.226245	13.579904	20.97%	1,407,289
2008.....	16.145460	11.226245	-30.47%	1,620,870
Dreyfus Variable Investment Fund - Growth and Income Portfolio: Initial Shares - Q/NQ				
2017.....	24.243498	28.645485	18.16%	374,573
2016.....	22.322475	24.243498	8.61%	401,592
2015.....	22.263790	22.322475	0.26%	457,837
2014.....	20.492439	22.263790	8.64%	503,695
2013.....	15.178938	20.492439	35.01%	561,520
2012.....	13.025223	15.178938	16.53%	631,530
2011.....	13.575751	13.025223	-4.06%	695,739
2010.....	11.596645	13.575751	17.07%	806,560
2009.....	9.123177	11.596645	27.11%	906,609
2008.....	15.512251	9.123177	-41.19%	1,082,429
Eaton Vance Variable Trust - Eaton Vance VT Floating-Rate Income Fund: Initial Class - Q/NQ				
2017.....	10.506066	10.726834	2.10%	181,712
2016.....	9.770039	10.506066	7.53%	160,506
2015.....	9.997926	9.770039	-2.28%	93,213
2014.....	10.071973	9.997926	-0.74%	109,570
Federated Insurance Series - Federated Quality Bond Fund II: Primary Shares - Q/NQ				
2017.....	15.844254	16.269941	2.69%	268,053
2016.....	15.461105	15.844254	2.48%	281,164
2015.....	15.702971	15.461105	-1.54%	317,004
2014.....	15.328375	15.702971	2.44%	379,264
2013.....	15.371185	15.328375	-0.28%	429,405
2012.....	14.194177	15.371185	8.29%	508,309
2011.....	14.061093	14.194177	0.95%	549,112
2010.....	13.129665	14.061093	7.09%	640,520
2009.....	11.045418	13.129665	18.87%	669,740
2008.....	12.070587	11.045418	-8.49%	733,764

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2010 Portfolio: Service Class - Q/NQ				
2017.....	14.532157	16.207182	11.53%	211,999
2016.....	13.984976	14.532157	3.91%	237,312
2015.....	14.213505	13.984976	-1.61%	292,567
2014.....	13.800471	14.213505	2.99%	331,422
2013.....	12.330797	13.800471	11.92%	330,860
2012.....	11.186414	12.330797	10.23%	340,425
2011.....	11.365735	11.186414	-1.58%	329,714
2010.....	10.214361	11.365735	11.27%	355,685
2009.....	8.335607	10.214361	22.54%	365,740
2008.....	11.272131	8.335607	-26.05%	401,106

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2020 Portfolio: Service Class - Q/NQ				
2017.....	14.496261	16.665055	14.96%	519,709
2016.....	13.849789	14.496261	4.67%	614,385
2015.....	14.083822	13.849789	-1.66%	665,157
2014.....	13.633423	14.083822	3.30%	801,333
2013.....	11.912364	13.633423	14.45%	771,918
2012.....	10.663334	11.912364	11.71%	783,353
2011.....	10.926379	10.663334	-2.41%	833,308
2010.....	9.666584	10.926379	13.03%	801,078
2009.....	7.605353	9.666584	27.10%	666,446
2008.....	11.451684	7.605353	-33.59%	643,812

Fidelity Variable Insurance Products Fund - Fidelity VIP Freedom Fund 2030 Portfolio: Service Class - Q/NQ				
2017.....	14.769696	17.613097	19.25%	693,389
2016.....	14.047762	14.769696	5.14%	627,811
2015.....	14.280761	14.047762	-1.63%	628,856
2014.....	13.798089	14.280761	3.50%	659,038
2013.....	11.506275	13.798089	19.92%	665,263
2012.....	10.095206	11.506275	13.98%	632,640
2011.....	10.511308	10.095206	-3.96%	626,372
2010.....	9.180780	10.511308	14.49%	586,200
2009.....	7.078673	9.180780	29.70%	525,850
2008.....	11.582071	7.078673	-38.88%	417,243

Fidelity Variable Insurance Products Fund - VIP Asset Manager Portfolio: Initial Class - Q/NQ				
2017.....	47.662797	53.680415	12.63%	1,599,900
2016.....	46.850103	47.662797	1.73%	1,793,037
2015.....	47.399932	46.850103	-1.16%	2,018,281
2014.....	45.377410	47.399932	4.46%	2,263,010
2013.....	39.734117	45.377410	14.20%	2,551,875
2012.....	35.791256	39.734117	11.02%	2,876,760
2011.....	37.214521	35.791256	-3.82%	3,301,428
2010.....	32.997420	37.214521	12.78%	3,808,827
2009.....	25.893579	32.997420	27.43%	4,356,647
2008.....	36.804777	25.893579	-29.65%	5,050,798

Fidelity Variable Insurance Products Fund - VIP Balanced Portfolio: Service Class 2 - Q/NQ				
2017.....	10.435271	11.959964	14.61%	122,554
2016*.....	10.000000	10.435271	4.35%	84,606

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - VIP Energy Portfolio: Service Class 2 - Q/NQ				
2017.....	17.972726	17.247402	-4.04%	319,261
2016.....	13.638889	17.972726	31.78%	425,068
2015.....	17.436911	13.638889	-21.78%	407,079
2014.....	20.252144	17.436911	-13.90%	511,245
2013.....	16.528028	20.252144	22.53%	545,060
2012.....	15.989239	16.528028	3.37%	647,148
2011.....	17.087917	15.989239	-6.43%	850,203
2010.....	14.529425	17.087917	17.61%	883,278
2009.....	9.975249	14.529425	45.65%	1,135,736
2008.....	22.166660	9.975249	-55.00%	1,173,284

Fidelity Variable Insurance Products Fund - VIP Equity-Income Portfolio: Initial Class - Q/NQ				
2017.....	84.834551	94.532043	11.43%	2,352,848
2016.....	72.826935	84.834551	16.49%	2,665,423
2015.....	76.832232	72.826935	-5.21%	2,963,111
2014.....	71.601840	76.832232	7.30%	3,296,732
2013.....	56.610060	71.601840	26.48%	3,694,828
2012.....	48.894772	56.610060	15.78%	4,198,645
2011.....	49.060858	48.894772	-0.34%	4,784,975
2010.....	43.167037	49.060858	13.65%	5,535,464
2009.....	33.588967	43.167037	28.52%	6,463,671
2008.....	59.345992	33.588967	-43.40%	7,631,624

Fidelity Variable Insurance Products Fund - VIP Growth & Income Portfolio: Service Class 2 - Q/NQ				
2017.....	11.262174	12.962761	15.10%	58,215
2016*.....	10.000000	11.262174	12.62%	26,299

Fidelity Variable Insurance Products Fund - VIP Growth Portfolio: Initial Class - Q/NQ				
2017.....	112.333826	149.834275	33.38%	2,109,643
2016.....	112.905341	112.333826	-0.51%	2,345,829
2015.....	106.734504	112.905341	5.78%	2,609,738
2014.....	97.163110	106.734504	9.85%	2,892,963
2013.....	72.205565	97.163110	34.56%	3,205,501
2012.....	63.788742	72.205565	13.19%	3,606,750
2011.....	64.496565	63.788742	-1.10%	4,165,348
2010.....	52.624285	64.496565	22.56%	4,708,036
2009.....	41.561123	52.624285	26.62%	5,410,173
2008.....	79.704418	41.561123	-47.86%	6,278,686

Fidelity Variable Insurance Products Fund - VIP High Income Portfolio: Initial Class - Q/NQ				
2017.....	46.128559	48.687840	5.55%	596,173
2016.....	40.777388	46.128559	13.12%	680,935
2015.....	42.869436	40.777388	-4.88%	747,069
2014.....	42.938026	42.869436	-0.16%	606,281
2013.....	41.061592	42.938026	4.57%	689,616
2012.....	36.421494	41.061592	12.74%	798,879
2011.....	35.470108	36.421494	2.68%	943,470
2010.....	31.572657	35.470108	12.34%	1,103,396
2009.....	22.220476	31.572657	42.09%	1,325,340
2008.....	30.011757	22.220476	-25.96%	1,616,542

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Fidelity Variable Insurance Products Fund - VIP Investment Grade Bond Portfolio: Service Class - Q/NQ				
2017.....	14.553360	14.961998	2.81%	659,458
2016.....	14.092325	14.553360	3.27%	713,196
2015.....	14.379428	14.092325	-2.00%	794,478
2014.....	13.776139	14.379428	4.38%	872,638
2013.....	14.226412	13.776139	-3.17%	922,532
2012.....	13.628057	14.226412	4.39%	1,291,737
2011.....	12.878696	13.628057	5.82%	1,394,638
2010.....	12.117734	12.878696	6.28%	1,609,941
2009.....	10.613742	12.117734	14.17%	1,643,223
2008.....	11.125731	10.613742	-4.60%	1,255,506

Fidelity Variable Insurance Products Fund - VIP Mid Cap Portfolio: Service Class - Q/NQ				
2017.....	17.796431	21.202505	19.14%	708,198
2016.....	16.082195	17.796431	10.66%	782,696
2015.....	16.542123	16.082195	-2.78%	975,046
2014.....	15.782099	16.542123	4.82%	1,135,118
2013.....	11.751865	15.782099	34.29%	1,354,032
2012.....	10.376435	11.751865	13.26%	1,548,885
2011.....	11.774747	10.376435	-11.88%	1,933,676
2010.....	9.269168	11.774747	27.03%	2,325,450
2009.....	6.707301	9.269168	38.20%	1,870,980
2008.....	11.234279	6.707301	-40.30%	1,598,122

Fidelity Variable Insurance Products Fund - VIP Overseas Portfolio: Initial Class - Q/NQ				
2017.....	29.659451	38.141130	28.60%	1,309,346
2016.....	31.651498	29.659451	-6.29%	1,458,723
2015.....	30.946715	31.651498	2.28%	1,666,088
2014.....	34.109483	30.946715	-9.27%	1,224,287
2013.....	26.494415	34.109483	28.74%	1,386,662
2012.....	22.232842	26.494415	19.17%	1,563,077
2011.....	27.192753	22.232842	-18.24%	1,817,747
2010.....	24.356347	27.192753	11.65%	2,104,965
2009.....	19.503084	24.356347	24.88%	2,428,492
2008.....	35.164110	19.503084	-44.54%	2,843,695

Fidelity Variable Insurance Products Fund - VIP Real Estate Portfolio: Service Class 2 - Q/NQ				
2017.....	12.149430	12.444203	2.43%	5,187

Fidelity Variable Insurance Products Fund - VIP Value Strategies Portfolio: Service Class - Q/NQ				
2017.....	23.329773	27.451018	17.67%	136,055
2016.....	21.589785	23.329773	8.06%	155,197
2015.....	22.563429	21.589785	-4.32%	180,100
2014.....	21.426666	22.563429	5.31%	207,944
2013.....	16.642052	21.426666	28.75%	265,503
2012.....	13.266379	16.642052	25.45%	307,907
2011.....	14.745505	13.266379	-10.03%	335,753
2010.....	11.814180	14.745505	24.81%	422,451
2009.....	7.604841	11.814180	55.35%	481,218
2008.....	15.781569	7.604841	-51.81%	507,911

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Franklin Templeton Variable Insurance Products Trust - Franklin Founding Funds Allocation VIP Fund: Class 2 - Q/NQ				
2017.....	13.094504	14.472957	10.53%	86,092
2016.....	11.721534	13.094504	11.71%	103,319
2015.....	12.662697	11.721534	-7.43%	110,605
2014.....	12.474214	12.662697	1.51%	137,396
2013.....	10.211201	12.474214	22.16%	141,767
2012.....	8.970568	10.211201	13.83%	89,938
2011.....	9.230806	8.970568	-2.82%	83,643
2010.....	8.482528	9.230806	8.82%	104,509
2009.....	6.598185	8.482528	28.56%	94,684
2008*.....	10.000000	6.598185	-34.02%	61,037

Franklin Templeton Variable Insurance Products Trust - Franklin Income VIP Fund: Class 2 - Q/NQ				
2017.....	15.849753	17.157566	8.25%	538,382
2016.....	14.083020	15.849753	12.55%	624,301
2015.....	15.351469	14.083020	-8.26%	715,608
2014.....	14.867410	15.351469	3.26%	902,161
2013.....	13.220142	14.867410	12.46%	937,944
2012.....	11.890259	13.220142	11.18%	955,244
2011.....	11.765995	11.890259	1.06%	964,247
2010.....	10.580086	11.765995	11.21%	1,024,568
2009.....	7.905422	10.580086	33.83%	1,152,677
2008.....	11.386418	7.905422	-30.57%	1,349,481

Franklin Templeton Variable Insurance Products Trust - Franklin Small Cap Value VIP Fund: Class 2 - Q/NQ				
2017.....	36.344606	39.694608	9.22%	114,270
2016.....	28.283730	36.344606	28.50%	146,519
2015.....	30.941984	28.283730	-8.59%	146,491
2014.....	31.171545	30.941984	-0.74%	187,746
2013.....	23.181387	31.171545	34.47%	222,685
2012.....	19.839372	23.181387	16.85%	249,799
2011.....	20.885506	19.839372	-5.01%	293,541
2010.....	16.502884	20.885506	26.56%	338,399
2009.....	12.945746	16.502884	27.48%	343,358
2008.....	19.581863	12.945746	-33.89%	312,058

Franklin Templeton Variable Insurance Products Trust - Templeton Developing Markets VIP Fund: Class 2 - Q/NQ				
2017.....	8.597481	11.915195	38.59%	174,489
2016.....	7.416775	8.597481	15.92%	157,739
2015.....	9.346778	7.416775	-20.65%	147,462
2014*.....	10.000000	9.346778	-6.53%	200,172

Franklin Templeton Variable Insurance Products Trust - Templeton Foreign VIP Fund: Class 2 - Q/NQ				
2017.....	20.560290	23.681420	15.18%	54,132
2016.....	19.435786	20.560290	5.79%	64,216
2015.....	21.059109	19.435786	-7.71%	85,308
2014.....	24.009175	21.059109	-12.29%	102,849

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Franklin Templeton Variable Insurance Products Trust - Templeton Global Bond VIP Fund: Class 2 - Q/NQ				
2017.....	9.407983	9.464831	0.60%	809,215
2016.....	9.259460	9.407983	1.60%	952,885
2015.....	9.803446	9.259460	-5.55%	1,127,759
2014.....	9.753776	9.803446	0.51%	1,350,864
Goldman Sachs Variable Insurance Trust - Goldman Sachs Global Trends Allocation Fund: Service Shares - Q/NQ				
2017.....	11.254538	12.565150	11.65%	4,690
2016.....	10.928357	11.254538	2.98%	3,314
2015.....	11.756183	10.928357	-7.04%	5,588
2014.....	11.458922	11.756183	2.59%	2,374
2013.....	10.222938	11.458922	12.09%	5,913
2012*.....	10.000000	10.222938	2.23%	920
Guggenheim Variable Funds - Multi-Hedge Strategies - Q/NQ				
2017.....	10.106621	10.342147	2.33%	9,439
2016.....	10.289133	10.106621	-1.77%	22,700
2015.....	10.235413	10.289133	0.52%	29,079
2014.....	9.908546	10.235413	3.30%	8,023
2013*.....	10.000000	9.908546	-0.91%	8,591
Invesco - Invesco V.I. American Franchise Fund: Series II Shares - Q/NQ				
2017.....	14.792671	18.547158	25.38%	17,743
2016.....	14.690681	14.792671	0.69%	16,234
2015.....	14.209216	14.690681	3.39%	28,553
2014.....	13.309187	14.209216	6.76%	28,032
2013.....	9.645820	13.309187	37.98%	41,693
2012*.....	10.000000	9.645820	-3.54%	21,338
Invesco - Invesco V.I. Mid Cap Core Equity Fund: Series II Shares - Q/NQ				
2017.....	13.699818	15.503650	13.17%	1,586
2016.....	12.265322	13.699818	11.70%	1,588
2015.....	12.982605	12.265322	-5.52%	1,288
2014.....	12.627093	12.982605	2.82%	1,311
2013.....	9.958708	12.627093	26.79%	1,227
2012*.....	10.000000	9.958708	-0.41%	686
Invesco - Invesco V.I. Mid Cap Growth Fund: Series II Shares - Q/NQ				
2017.....	13.819307	16.660363	20.56%	30,941
2016.....	13.921142	13.819307	-0.73%	34,728
2015.....	13.959072	13.921142	-0.27%	45,169
2014.....	13.132793	13.959072	6.29%	47,048
2013.....	9.740391	13.132793	34.83%	48,187
2012*.....	10.000000	9.740391	-2.60%	41,122

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Ivy Variable Insurance Portfolios - Asset Strategy: Class II - Q/NQ				
2017.....	13.770342	16.075467	16.74%	365,159
2016.....	14.318963	13.770342	-3.83%	476,994
2015.....	15.828728	14.318963	-9.54%	675,408
2014.....	16.928545	15.828728	-6.50%	986,618
2013.....	13.706700	16.928545	23.51%	1,094,022
2012.....	11.653053	13.706700	17.62%	881,898
2011.....	12.723062	11.653053	-8.41%	859,650
2010.....	11.861523	12.723062	7.26%	766,025
2009*.....	10.000000	11.861523	18.62%	447,446
Ivy Variable Insurance Portfolios - High Income: Class II - Q/NQ				
2017.....	12.555031	13.219888	5.30%	275,251
2016.....	10.947839	12.555031	14.68%	298,573
2015.....	11.863786	10.947839	-7.72%	318,970
2014.....	11.795395	11.863786	0.58%	584,050
2013.....	10.815203	11.795395	9.06%	637,812
2012*.....	10.000000	10.815203	8.15%	223,859
Ivy Variable Insurance Portfolios - Mid Cap Growth: Class II - Q/NQ				
2017.....	13.390222	16.771418	25.25%	53,706
2016.....	12.784264	13.390222	4.74%	46,830
2015.....	13.747250	12.784264	-7.00%	60,882
2014.....	12.912192	13.747250	6.47%	85,476
2013.....	10.068050	12.912192	28.25%	87,378
2012*.....	10.000000	10.068050	0.68%	17,365
Janus Henderson VIT Flexible Bond Portfolio: Service Shares - Q/NQ				
2017.....	9.873813	10.072568	2.01%	54,862
2016.....	9.786097	9.873813	0.90%	110,923
2015*.....	10.000000	9.786097	-2.14%	36,722
Janus Henderson VIT Forty Portfolio: Service Shares - Q/NQ				
2017.....	16.132183	20.699389	28.31%	790,379
2016.....	16.032659	16.132183	0.62%	884,998
2015.....	14.511535	16.032659	10.48%	1,067,201
2014.....	13.554874	14.511535	7.06%	1,083,697
2013.....	10.492598	13.554874	29.19%	1,263,374
2012.....	8.583266	10.492598	22.24%	1,732,097
2011.....	9.344776	8.583266	-8.15%	1,734,354
2010.....	8.891677	9.344776	5.10%	2,379,978
2009.....	6.169744	8.891677	44.12%	2,787,851
2008.....	11.224905	6.169744	-45.04%	2,641,645

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Janus Henderson VIT Global Technology Portfolio: Service Shares - Q/NQ				
2017.....	9.134377	13.065464	43.04%	1,036,325
2016.....	8.128447	9.134377	12.38%	805,759
2015.....	7.869904	8.128447	3.29%	815,398
2014.....	7.291940	7.869904	7.93%	807,555
2013.....	5.456761	7.291940	33.63%	906,460
2012.....	4.640225	5.456761	17.60%	950,340
2011.....	5.146818	4.640225	-9.84%	264,518
2010.....	4.191876	5.146818	22.78%	297,732
2009.....	2.706921	4.191876	54.86%	362,569
2008.....	4.895124	2.706921	-44.70%	402,843
Janus Henderson VIT Overseas Portfolio: Service Shares - Q/NQ				
2017.....	10.060412	12.988931	29.11%	834,186
2016.....	10.925377	10.060412	-7.92%	931,408
2015.....	12.138000	10.925377	-9.99%	1,107,058
2014.....	13.991014	12.138000	-13.24%	1,347,775
2013.....	12.403811	13.991014	12.80%	1,557,163
2012.....	11.103975	12.403811	11.71%	1,980,231
2011.....	16.626889	11.103975	-33.22%	240,081
2010.....	13.474671	16.626889	23.39%	293,665
2009.....	7.623805	13.474671	76.74%	352,800
2008.....	16.169774	7.623805	-52.85%	423,403
JPMorgan Insurance Trust - JPMorgan Insurance Trust Mid Cap Value Portfolio: Class 1 - Q/NQ				
2017.....	27.791304	31.206828	12.29%	352,840
2016.....	24.548838	27.791304	13.21%	411,268
2015.....	25.550631	24.548838	-3.92%	423,909
2014.....	22.489605	25.550631	13.61%	476,631
2013.....	17.222596	22.489605	30.58%	532,101
2012.....	14.496111	17.222596	18.81%	487,331
2011.....	14.375991	14.496111	0.84%	313,507
2010.....	11.798063	14.375991	21.85%	341,889
2009.....	9.434666	11.798063	25.05%	382,132
2008.....	14.311728	9.434666	-34.08%	467,805
Lazard Retirement Series, Inc. - Lazard Retirement Emerging Markets Equity Portfolio: Service Shares - Q/NQ				
2017.....	8.714530	10.995094	26.17%	120,573
2016.....	7.309965	8.714530	19.21%	118,972
2015.....	9.264351	7.309965	-21.10%	44,781
2014.....	9.842810	9.264351	-5.88%	17,526
Lord Abbett Series Fund, Inc. - Total Return Portfolio: Class VC - Q/NQ				
2017.....	9.974307	10.225381	2.52%	41,316
2016*.....	10.000000	9.974307	-0.26%	26,911

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
MFS® Variable Insurance Trust - MFS New Discovery Series: Service Class - Q/NQ				
2017.....	13.500207	16.834036	24.69%	39,962
2016.....	12.571407	13.500207	7.39%	48,768
2015.....	13.016285	12.571407	-3.42%	59,320
2014.....	14.256165	13.016285	-8.70%	57,250
2013.....	10.228022	14.256165	39.38%	119,054
2012*.....	10.000000	10.228022	2.28%	11,822
MFS® Variable Insurance Trust - MFS Value Series: Service Class - Q/NQ				
2017.....	28.902784	33.477297	15.83%	358,242
2016.....	25.736921	28.902784	12.30%	395,252
2015.....	26.321762	25.736921	-2.22%	394,892
2014.....	24.199527	26.321762	8.77%	434,782
2013.....	18.081786	24.199527	33.83%	460,568
2012.....	15.809554	18.081786	14.37%	494,927
2011.....	16.092409	15.809554	-1.76%	555,795
2010.....	14.659938	16.092409	9.77%	575,796
2009.....	12.129743	14.659938	20.86%	597,087
2008.....	18.272661	12.129743	-33.62%	466,954
MFS® Variable Insurance Trust II - MFS International Value Portfolio: Service Class - Q/NQ				
2017.....	16.127752	20.188010	25.18%	446,832
2016.....	15.735157	16.127752	2.50%	441,302
2015.....	14.994719	15.735157	4.94%	438,329
2014.....	15.022071	14.994719	-0.18%	440,984
2013.....	11.924574	15.022071	25.98%	433,784
2012.....	10.421665	11.924574	14.42%	212,591
2011.....	10.749702	10.421665	-3.05%	154,516
2010*.....	10.000000	10.749702	7.50%	24,785
Morgan Stanley Variable Insurance Fund, Inc. - Core Plus Fixed Income Portfolio: Class I - Q/NQ				
2017.....	13.313827	13.961638	4.87%	139,644
2016.....	12.711875	13.313827	4.74%	133,774
2015.....	12.963713	12.711875	-1.94%	133,235
2014.....	12.177871	12.963713	6.45%	148,845
2013.....	12.377498	12.177871	-1.61%	66,127
2012.....	11.459146	12.377498	8.01%	83,191
2011.....	10.989038	11.459146	4.28%	94,340
2010.....	10.391310	10.989038	5.75%	116,159
2009.....	9.602059	10.391310	8.22%	141,296
2008.....	10.834137	9.602059	-11.37%	230,340

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Morgan Stanley Variable Insurance Fund, Inc. - Emerging Markets Debt Portfolio: Class I - Q/NQ				
2017.....	27.892118	30.203731	8.29%	39,572
2016.....	25.560635	27.892118	9.12%	43,231
2015.....	26.189490	25.560635	-2.40%	48,933
2014.....	25.779742	26.189490	1.59%	55,701
2013.....	28.623853	25.779742	-9.94%	66,626
2012.....	24.585815	28.623853	16.42%	81,913
2011.....	23.272079	24.585815	5.65%	104,805
2010.....	21.484825	23.272079	8.32%	126,230
2009.....	16.717462	21.484825	28.52%	151,326
2008.....	19.921235	16.717462	-16.08%	184,824
Morgan Stanley Variable Insurance Fund, Inc. - Global Infrastructure Portfolio: Class II - Q/NQ				
2017.....	9.334432	10.369174	11.09%	69,242
2016.....	8.225852	9.334432	13.48%	76,786
2015*.....	10.000000	8.225852	-17.74%	543
Nationwide Variable Insurance Trust - American Century NVIT Multi Cap Value Fund: Class I - Q/NQ				
2017.....	25.599792	27.460033	7.27%	1,205,633
2016.....	21.534658	25.599792	18.88%	1,392,076
2015.....	22.792819	21.534658	-5.52%	1,580,832
2014.....	20.414865	22.792819	11.65%	1,858,354
2013.....	15.681451	20.414865	30.18%	2,030,994
2012.....	13.856715	15.681451	13.17%	2,334,295
2011.....	13.948645	13.856715	-0.66%	2,803,919
2010.....	12.455269	13.948645	11.99%	3,427,773
2009*.....	10.000000	12.455269	24.55%	5,520
Nationwide Variable Insurance Trust - American Funds NVIT Asset Allocation Fund: Class II - Q/NQ				
2017.....	15.743451	17.993503	14.29%	761,223
2016.....	14.633287	15.743451	7.59%	805,277
2015.....	14.681544	14.633287	-0.33%	785,814
2014.....	14.167869	14.681544	3.63%	824,904
2013.....	11.643296	14.167869	21.68%	881,295
2012.....	10.194744	11.643296	14.21%	734,980
2011.....	10.233657	10.194744	-0.38%	754,447
2010.....	9.256045	10.233657	10.56%	819,396
2009.....	7.598753	9.256045	21.81%	894,740
2008.....	10.963349	7.598753	-30.69%	974,502
Nationwide Variable Insurance Trust - American Funds NVIT Bond Fund: Class II - Q/NQ				
2017.....	11.755127	11.975369	1.87%	224,858
2016.....	11.602023	11.755127	1.32%	259,908
2015.....	11.782059	11.602023	-1.53%	288,551
2014.....	11.371131	11.782059	3.61%	307,321
2013.....	11.825276	11.371131	-3.84%	312,968
2012.....	11.414478	11.825276	3.60%	448,744
2011.....	10.938320	11.414478	4.35%	530,788
2010.....	10.456028	10.938320	4.61%	690,508
2009.....	9.446067	10.456028	10.69%	801,753
2008.....	10.618787	9.446067	-11.04%	822,762

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - American Funds NVIT Global Growth Fund: Class II - Q/NQ				
2017.....	16.147843	20.874217	29.27%	388,244
2016.....	16.329379	16.147843	-1.11%	421,682
2015.....	15.528434	16.329379	5.16%	459,780
2014.....	15.449373	15.528434	0.51%	477,079
2013.....	12.167775	15.449373	26.97%	543,862
2012.....	10.098071	12.167775	20.50%	616,420
2011.....	11.281017	10.098071	-10.49%	722,926
2010.....	10.269056	11.281017	9.85%	818,400
2009.....	7.347487	10.269056	39.76%	966,308
2008.....	12.131768	7.347487	-39.44%	908,527

Nationwide Variable Insurance Trust - American Funds NVIT Growth Fund: Class II - Q/NQ				
2017.....	16.791655	21.181094	26.14%	541,373
2016.....	15.598415	16.791655	7.65%	601,848
2015.....	14.849473	15.598415	5.04%	706,021
2014.....	13.922005	14.849473	6.66%	755,933
2013.....	10.882845	13.922005	27.93%	888,912
2012.....	9.392119	10.882845	15.87%	1,037,886
2011.....	9.983628	9.392119	-5.92%	1,210,311
2010.....	8.558038	9.983628	16.66%	1,244,991
2009.....	6.247751	8.558038	36.98%	1,275,429
2008.....	11.347156	6.247751	-44.94%	1,291,363

Nationwide Variable Insurance Trust - American Funds NVIT Growth-Income Fund: Class II - Q/NQ				
2017.....	14.749250	17.750206	20.35%	251,349
2016.....	13.451569	14.749250	9.65%	282,178
2015.....	13.482238	13.451569	-0.23%	312,118
2014.....	12.392386	13.482238	8.79%	326,718
2013.....	9.442516	12.392386	31.24%	347,868
2012.....	8.172677	9.442516	15.54%	347,446
2011.....	8.469447	8.172677	-3.50%	377,440
2010.....	7.732300	8.469447	9.53%	398,856
2009.....	5.994429	7.732300	28.99%	379,004
2008.....	9.806149	5.994429	-38.87%	320,909

Nationwide Variable Insurance Trust - BlackRock NVIT Equity Dividend Fund: Class II - Q/NQ				
2017.....	27.366799	31.789982	16.16%	123,126
2016.....	23.582043	27.366799	16.05%	138,984
2015.....	25.557890	23.582043	-7.73%	179,101
2014.....	23.772500	25.557890	7.51%	181,383
2013.....	17.801528	23.772500	33.54%	192,676
2012.....	15.263091	17.801528	16.63%	193,323
2011.....	15.868257	15.263091	-3.81%	212,844
2010.....	13.926149	15.868257	13.95%	225,437
2009.....	11.000020	13.926149	26.60%	263,083
2008.....	17.752445	11.000020	-38.04%	318,060

Nationwide Variable Insurance Trust - BlackRock NVIT Managed Global Allocation Fund: Class II - Q/NQ				
2017.....	9.430999	11.024698	16.90%	8,569
2016.....	9.278864	9.430999	1.64%	3,468

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - Federated NVIT High Income Bond Fund: Class I - Q/NQ				
2017.....	23.242121	24.490898	5.37%	113,722
2016.....	20.627332	23.242121	12.68%	123,307
2015.....	21.458525	20.627332	-3.87%	167,210
2014.....	21.200477	21.458525	1.22%	165,329
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class I - Q/NQ				
2017.....	14.568649	17.953826	23.24%	2,893,338
2016.....	12.992707	14.568649	12.13%	3,226,095
2015.....	13.307515	12.992707	-2.37%	3,658,728
2014.....	12.648079	13.307515	5.21%	4,127,675
2013.....	8.910183	12.648079	41.95%	4,713,325
2012.....	7.719903	8.910183	15.42%	5,187,419
2011.....	8.849604	7.719903	-12.77%	6,073,557
2010.....	7.755653	8.849604	14.11%	7,125,215
2009.....	5.137150	7.755653	50.97%	8,479,800
2008*.....	10.000000	5.137150	-48.63%	11,410
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Multi Cap Opportunities Fund: Class II - Q/NQ				
2017.....	14.384844	17.713896	23.14%	7,178
2016.....	12.835420	14.384844	12.07%	517
Nationwide Variable Insurance Trust - Neuberger Berman NVIT Socially Responsible Fund: Class I - Q/NQ				
2017.....	16.305544	19.090671	17.08%	98,168
2016.....	15.002665	16.305544	8.68%	112,273
2015.....	15.249664	15.002665	-1.62%	141,995
2014.....	13.969381	15.249664	9.16%	150,261
2013.....	10.199373	13.969381	36.96%	224,079
2012.....	9.268273	10.199373	10.05%	211,351
2011.....	9.698486	9.268273	-4.44%	198,953
2010.....	7.951186	9.698486	21.98%	164,595
2009.....	6.124558	7.951186	29.82%	177,020
2008*.....	10.000000	6.124558	-38.75%	226,461
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Aggressive Fund: Class II - Q/NQ				
2017.....	13.319781	15.750078	18.25%	64,566
2016.....	12.453193	13.319781	6.96%	63,883
2015.....	12.842453	12.453193	-3.03%	70,588
2014.....	12.451663	12.842453	3.14%	71,801
2013.....	9.743653	12.451663	27.79%	91,430
2012.....	8.499356	9.743653	14.64%	80,632
2011.....	9.197754	8.499356	-7.59%	94,139
2010.....	8.106439	9.197754	13.46%	66,067
2009.....	6.357162	8.106439	27.52%	47,496
2008*.....	10.000000	6.357162	-36.43%	33,870

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<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Balanced Fund: Class II - Q/NQ				
2017.....	12.979469	14.355133	10.60%	171,114
2016.....	12.392966	12.979469	4.73%	162,198
2015.....	12.690633	12.392966	-2.35%	180,072
2014.....	12.327993	12.690633	2.94%	169,198
2013.....	10.893639	12.327993	13.17%	190,055
2012.....	9.938199	10.893639	9.61%	175,830
2011.....	10.206099	9.938199	-2.62%	173,195
2010.....	9.365872	10.206099	8.97%	152,551
2009.....	7.919500	9.365872	18.26%	116,393
2008*.....	10.000000	7.919500	-20.81%	76,348

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Capital Appreciation Fund: Class II - Q/NQ				
2017.....	13.342302	15.250834	14.30%	177,464
2016.....	12.595360	13.342302	5.93%	176,862
2015.....	12.933092	12.595360	-2.61%	191,957
2014.....	12.515531	12.933092	3.34%	222,859
2013.....	10.458384	12.515531	19.67%	239,259
2012.....	9.324356	10.458384	12.16%	249,229
2011.....	9.784260	9.324356	-4.70%	243,661
2010.....	8.820316	9.784260	10.93%	254,979
2009.....	7.197326	8.820316	22.55%	238,545
2008*.....	10.000000	7.197326	-28.03%	150,494

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Conservative Fund: Class II - Q/NQ				
2017.....	12.103767	12.706472	4.98%	110,353
2016.....	11.722026	12.103767	3.26%	151,367
2015.....	11.964218	11.722026	-2.02%	149,074
2014.....	11.730417	11.964218	1.99%	160,515
2013.....	11.326218	11.730417	3.57%	143,312
2012.....	10.675245	11.326218	6.10%	194,472
2011.....	10.665062	10.675245	0.10%	224,304
2010.....	10.117462	10.665062	5.41%	207,528
2009.....	9.069797	10.117462	11.55%	216,995
2008*.....	10.000000	9.069797	-9.30%	74,323

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth & Income Fund: Class II - Q/NQ				
2017.....	10.753745	12.181625	13.28%	660
2016.....	10.321485	10.753745	4.19%	496
2015.....	10.926615	10.321485	-5.54%	320
2014.....	10.825854	10.926615	0.93%	54
2013*.....	10.000000	10.825854	8.26%	600

Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Managed Growth Fund: Class II - Q/NQ				
2017.....	10.759508	12.509431	16.26%	1,813
2016.....	10.263252	10.759508	4.84%	1,913
2015.....	10.931527	10.263252	-6.11%	1,665
2014.....	10.964383	10.931527	-0.30%	1,520
2013*.....	10.000000	10.964383	9.64%	0

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderate Fund: Class II - Q/NQ				
2017.....	13.194055	14.842214	12.49%	238,855
2016.....	12.523394	13.194055	5.36%	267,505
2015.....	12.825049	12.523394	-2.35%	297,093
2014.....	12.426087	12.825049	3.21%	324,867
2013.....	10.686963	12.426087	16.27%	319,400
2012.....	9.636061	10.686963	10.91%	329,474
2011.....	9.995903	9.636061	-3.60%	450,636
2010.....	9.093523	9.995903	9.92%	549,178
2009.....	7.555141	9.093523	20.36%	332,905
2008*.....	10.000000	7.555141	-24.45%	254,104
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Aggressive Fund: Class II - Q/NQ				
2017.....	13.279313	15.475540	16.54%	143,062
2016.....	12.504478	13.279313	6.20%	159,369
2015.....	12.863113	12.504478	-2.79%	167,597
2014.....	12.463956	12.863113	3.20%	209,939
2013.....	10.161260	12.463956	22.66%	201,711
2012.....	8.984882	10.161260	13.09%	235,844
2011.....	9.549068	8.984882	-5.91%	251,281
2010.....	8.538248	9.549068	11.84%	302,175
2009.....	6.834262	8.538248	24.93%	203,769
2008*.....	10.000000	6.834262	-31.66%	81,244
Nationwide Variable Insurance Trust - NVIT Cardinal(SM) Moderately Conservative Fund: Class II - Q/NQ				
2017.....	12.780176	13.861507	8.46%	162,786
2016.....	12.215391	12.780176	4.62%	139,678
2015.....	12.509532	12.215391	-2.35%	163,843
2014.....	12.177203	12.509532	2.73%	193,791
2013.....	11.091106	12.177203	9.79%	211,877
2012.....	10.211873	11.091106	8.61%	183,006
2011.....	10.374143	10.211873	-1.56%	135,443
2010.....	9.639911	10.374143	7.62%	138,964
2009.....	8.299494	9.639911	16.15%	171,221
2008*.....	10.000000	8.299494	-17.01%	64,369
Nationwide Variable Insurance Trust - NVIT Core Bond Fund: Class I - Q/NQ				
2017.....	12.800991	13.190558	3.04%	191,512
2016.....	12.310967	12.800991	3.98%	197,436
2015.....	12.563599	12.310967	-2.01%	163,451
2014.....	12.116550	12.563599	3.69%	199,196
2013.....	12.515375	12.116550	-3.19%	125,667
2012.....	11.768140	12.515375	6.35%	172,774
2011.....	11.185077	11.768140	5.21%	153,466
2010.....	10.585430	11.185077	5.66%	142,831
2009.....	9.858821	10.585430	7.37%	198,061
2008*.....	10.000000	9.858821	-1.41%	39,223

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Core Plus Bond Fund: Class II - Q/NQ				
2017.....	13.387989	13.712184	2.42%	76,740
2016.....	13.125979	13.387989	2.00%	89,914
2015.....	13.368004	13.125979	-1.81%	71,073
2014.....	12.913677	13.368004	3.52%	94,659
2013.....	13.357432	12.913677	-3.32%	81,032
2012.....	12.634477	13.357432	5.72%	149,516
2011.....	12.070481	12.634477	4.67%	156,274
2010.....	11.311614	12.070481	6.71%	59,469
2009.....	9.842789	11.311614	14.92%	53,144
2008*.....	10.000000	9.842789	-1.57%	10,382
Nationwide Variable Insurance Trust - NVIT DFA Capital Appreciation Fund: Class II - Q/NQ				
2017.....	12.129861	14.113893	16.36%	43,739
2016.....	11.032835	12.129861	9.94%	5,025
2015.....	11.542787	11.032835	-4.42%	1,131
Nationwide Variable Insurance Trust - NVIT DFA Moderate Fund: Class II - Q/NQ				
2017.....	11.666589	13.108147	12.36%	426
2016.....	10.866903	11.666589	7.36%	231
2015.....	11.207456	10.866903	-3.04%	0
Nationwide Variable Insurance Trust - NVIT Emerging Markets Fund: Class I - Q/NQ				
2017.....	18.733822	26.165403	39.67%	330,263
2016.....	17.620188	18.733822	6.32%	335,304
2015.....	21.251769	17.620188	-17.09%	393,131
2014.....	22.786437	21.251769	-6.74%	471,462
2013.....	22.915695	22.786437	-0.56%	3,004
2012.....	19.807757	22.915695	15.69%	4,039
2011.....	25.852862	19.807757	-23.38%	4,339
2010.....	22.546141	25.852862	14.67%	6,958
2009.....	13.987189	22.546141	61.19%	13,597
2008.....	33.552578	13.987189	-58.31%	18,962
Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - NQ				
2017.....	56.618635	57.049401	0.76%	183,679
2016.....	56.940028	56.618635	-0.56%	197,193
2015.....	57.752811	56.940028	-1.41%	207,849
2014.....	55.956777	57.752811	3.21%	243,459
2013.....	59.090227	55.956777	-5.30%	268,855
Nationwide Variable Insurance Trust - NVIT Government Bond Fund: Class I - Q				
2017.....	56.768565	57.200468	0.76%	386,991
2016.....	57.090816	56.768565	-0.56%	433,755
2015.....	57.905756	57.090816	-1.41%	493,249
2014.....	56.104961	57.905756	3.21%	543,465
2013.....	59.246711	56.104961	-5.30%	607,400
2012.....	58.248425	59.246711	1.71%	766,602
2011.....	55.021654	58.248425	5.86%	925,763
2010.....	53.202285	55.021654	3.42%	1,026,407
2009.....	52.491801	53.202285	1.35%	1,215,523
2008.....	49.371850	52.491801	6.32%	1,481,537

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Government Money Market Fund: Class I - Q/NQ				
2017.....	25.634244	25.408539	-0.88%	2,457,479
2016.....	25.968963	25.634244	-1.29%	2,894,283
2015.....	26.310999	25.968963	-1.30%	3,060,064
2014.....	26.657539	26.310999	-1.30%	3,442,169
2013.....	27.008645	26.657539	-1.30%	3,635,424
2012.....	27.365352	27.008645	-1.30%	4,112,372
2011.....	27.724772	27.365352	-1.30%	4,948,928
2010.....	28.089898	27.724772	-1.30%	4,557,534
2009.....	28.447935	28.089898	-1.26%	5,716,655
2008.....	28.242616	28.447935	0.73%	8,359,316
Nationwide Variable Insurance Trust - NVIT International Equity Fund: Class I - Q/NQ				
2017.....	13.097133	16.476336	25.80%	694,144
2016.....	13.154850	13.097133	-0.44%	769,004
2015.....	13.748426	13.154850	-4.32%	911,898
2014.....	13.992261	13.748426	-1.74%	1,053,122
2013.....	12.031039	13.992261	16.30%	706
2012.....	10.544124	12.031039	14.10%	766
2011.....	11.838799	10.544124	-10.94%	769
2010.....	10.587452	11.838799	11.82%	883
2009.....	8.269122	10.587452	28.04%	914
2008.....	15.531453	8.269122	-46.76%	1,968
Nationwide Variable Insurance Trust - NVIT International Index Fund: Class VIII - Q/NQ				
2017.....	9.504772	11.675954	22.84%	143,361
2016.....	9.579509	9.504772	-0.78%	124,226
2015.....	9.842403	9.579509	-2.67%	122,716
2014.....	10.629783	9.842403	-7.41%	105,617
2013.....	8.899785	10.629783	19.44%	122,197
2012.....	7.628054	8.899785	16.67%	125,804
2011.....	8.867807	7.628054	-13.98%	140,277
2010.....	8.365616	8.867807	6.00%	133,754
2009.....	6.590334	8.365616	26.94%	132,033
2008.....	11.733135	6.590334	-43.83%	133,627
Nationwide Variable Insurance Trust - NVIT Investor Destinations Aggressive Fund: Class II - Q/NQ				
2017.....	20.446358	23.900613	16.89%	224,510
2016.....	18.923306	20.446358	8.05%	262,812
2015.....	19.365849	18.923306	-2.29%	294,755
2014.....	18.689197	19.365849	3.62%	337,910
2013.....	14.880689	18.689197	25.59%	387,775
2012.....	13.008386	14.880689	14.39%	504,281
2011.....	13.718712	13.008386	-5.18%	615,637
2010.....	12.125482	13.718712	13.14%	726,408
2009.....	9.657744	12.125482	25.55%	889,342
2008.....	15.493447	9.657744	-37.67%	1,040,069

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Investor Destinations Balanced Fund: Class II - Q/NQ				
2017.....	16.062681	17.619165	9.69%	46,549
2016.....	15.308822	16.062681	4.92%	63,011
2015.....	15.537445	15.308822	-1.47%	79,195
2014.....	15.051921	15.537445	3.23%	57,165
2013.....	13.445256	15.051921	11.95%	74,261
2012.....	12.453829	13.445256	7.96%	93,387
2011.....	12.506867	12.453829	-0.42%	141,434
2010.....	11.539047	12.506867	8.39%	60,121
2009*.....	10.000000	11.539047	15.39%	23,000

Nationwide Variable Insurance Trust - NVIT Investor Destinations Capital Appreciation Fund: Class II - Q/NQ				
2017.....	18.530018	20.998256	13.32%	51,540
2016.....	17.424857	18.530018	6.34%	63,926
2015.....	17.748766	17.424857	-1.82%	65,588
2014.....	17.091735	17.748766	3.84%	67,984
2013.....	14.491720	17.091735	17.94%	52,527
2012.....	13.080661	14.491720	10.79%	48,460
2011.....	13.377772	13.080661	-2.22%	27,686
2010.....	12.098401	13.377772	10.57%	15,851
2009*.....	10.000000	12.098401	20.98%	4,885

Nationwide Variable Insurance Trust - NVIT Investor Destinations Conservative Fund: Class II - Q/NQ				
2017.....	14.436880	15.059473	4.31%	306,707
2016.....	14.028384	14.436880	2.91%	307,590
2015.....	14.175624	14.028384	-1.04%	330,518
2014.....	13.824513	14.175624	2.54%	343,412
2013.....	13.361029	13.824513	3.47%	364,406
2012.....	12.871264	13.361029	3.81%	526,263
2011.....	12.669107	12.871264	1.60%	567,813
2010.....	12.121663	12.669107	4.52%	621,348
2009.....	11.258535	12.121663	7.67%	659,700
2008.....	12.137877	11.258535	-7.24%	642,197

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth & Income Fund: Class II - Q/NQ				
2017.....	10.741921	12.090316	12.55%	1,880
2016.....	10.295392	10.741921	4.34%	2,206
2015.....	10.780413	10.295392	-4.50%	1,805
2014.....	10.660597	10.780413	1.12%	9
2013*.....	10.000000	10.660597	6.61%	73

Nationwide Variable Insurance Trust - NVIT Investor Destinations Managed Growth Fund: Class II - Q/NQ				
2017.....	10.800929	12.469311	15.45%	3,578
2016.....	10.231625	10.800929	5.56%	2,998
2015.....	10.793271	10.231625	-5.20%	2,414
2014.....	10.749073	10.793271	0.41%	1,794
2013*.....	10.000000	10.749073	7.49%	136

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderate Fund: Class II - Q/NQ				
2017.....	18.043956	20.112294	11.46%	874,211
2016.....	17.062222	18.043956	5.75%	1,013,922
2015.....	17.344999	17.062222	-1.63%	1,097,525
2014.....	16.707801	17.344999	3.81%	1,295,629
2013.....	14.514442	16.707801	15.11%	1,539,991
2012.....	13.271179	14.514442	9.37%	1,617,584
2011.....	13.451045	13.271179	-1.34%	1,989,191
2010.....	12.287158	13.451045	9.47%	2,353,419
2009.....	10.449446	12.287158	17.59%	2,652,892
2008.....	13.784623	10.449446	-24.19%	3,021,689

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Aggressive Fund: Class II - Q/NQ				
2017.....	19.585756	22.556159	15.17%	798,731
2016.....	18.291615	19.585756	7.08%	921,846
2015.....	18.668782	18.291615	-2.02%	1,013,006
2014.....	18.021349	18.668782	3.59%	1,170,814
2013.....	14.919941	18.021349	20.79%	1,272,757
2012.....	13.288387	14.919941	12.28%	1,396,660
2011.....	13.755584	13.288387	-3.40%	1,591,887
2010.....	12.351443	13.755584	11.37%	1,933,185
2009.....	10.060199	12.351443	22.78%	2,228,945
2008.....	14.856478	10.060199	-32.28%	2,485,003

Nationwide Variable Insurance Trust - NVIT Investor Destinations Moderately Conservative Fund: Class II - Q/NQ				
2017.....	16.505393	17.792058	7.80%	282,394
2016.....	15.819996	16.505393	4.33%	288,568
2015.....	16.033270	15.819996	-1.33%	307,359
2014.....	15.509387	16.033270	3.38%	400,767
2013.....	14.221146	15.509387	9.06%	433,750
2012.....	13.336642	14.221146	6.63%	507,765
2011.....	13.238865	13.336642	0.74%	546,803
2010.....	12.360498	13.238865	7.11%	686,205
2009.....	10.931514	12.360498	13.07%	746,320
2008.....	13.036813	10.931514	-16.15%	855,814

Nationwide Variable Insurance Trust - NVIT Large Cap Growth Fund: Class I - Q/NQ				
2017.....	24.159142	30.358968	25.66%	8,839,005
2016.....	23.618552	24.159142	2.29%	9,932,344
2015.....	22.769969	23.618552	3.73%	10,226,495
2014.....	21.203967	22.769969	7.39%	11,573,783
2013.....	15.715168	21.203967	34.93%	12,941,308
2012.....	13.415824	15.715168	17.14%	14,978,225
2011.....	13.902694	13.415824	-3.50%	17,623,295
2010.....	12.946450	13.902694	7.39%	21,890,211
2009*.....	10.000000	12.946450	29.46%	30,257

Nationwide Variable Insurance Trust - NVIT Managed American Funds Asset Allocation Fund: Class II - Q/NQ				
2017.....	10.280032	11.927824	16.03%	12,621
2016.....	9.594931	10.280032	7.14%	1,735
2015.....	9.944781	9.594931	-3.52%	1,681
2014*.....	10.000000	9.944781	-0.55%	0

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Managed American Funds Growth-Income Fund: Class II - Q/NQ				
2017.....	10.887163	13.077557	20.12%	24,121
2016.....	10.023328	10.887163	8.62%	16,635
2015.....	10.140998	10.023328	-1.16%	4,990
2014*.....	10.000000	10.140998	1.41%	3,166
Nationwide Variable Insurance Trust - NVIT Mid Cap Index Fund: Class I - Q/NQ				
2017.....	31.274224	35.739647	14.28%	657,057
2016.....	26.340668	31.274224	18.73%	754,788
2015.....	27.381525	26.340668	-3.80%	882,600
2014.....	25.353753	27.381525	8.00%	994,578
2013.....	19.306983	25.353753	31.32%	1,109,651
2012.....	16.652215	19.306983	15.94%	1,265,307
2011.....	17.311562	16.652215	-3.81%	1,524,765
2010.....	13.897916	17.311562	24.56%	1,747,448
2009.....	10.296447	13.897916	34.98%	2,088,672
2008.....	16.419290	10.296447	-37.29%	2,541,505
Nationwide Variable Insurance Trust - NVIT Multi Sector Bond Fund: Class I - Q/NQ				
2017.....	18.428083	19.340795	4.95%	252,510
2016.....	17.184248	18.428083	7.24%	272,332
2015.....	17.928782	17.184248	-4.15%	294,247
2014.....	17.485835	17.928782	2.53%	346,308
2013.....	17.917617	17.485835	-2.41%	389,444
2012.....	16.173014	17.917617	10.79%	522,557
2011.....	15.524248	16.173014	4.18%	531,536
2010.....	14.222830	15.524248	9.15%	710,311
2009.....	11.585572	14.222830	22.76%	763,831
2008.....	14.192221	11.585572	-18.37%	714,192
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Growth Fund: Class I - Q/NQ				
2017.....	9.211515	11.435428	24.14%	1,574,228
2016.....	9.534820	9.211515	-3.39%	1,759,035
2015.....	9.708119	9.534820	-1.79%	1,960,491
2014*.....	10.000000	9.708119	-2.92%	2,329,793
Nationwide Variable Insurance Trust - NVIT Multi-Manager International Value Fund: Class I - Q/NQ				
2017.....	8.779497	10.652308	21.33%	189,958
2016.....	8.453107	8.779497	3.86%	212,811
2015.....	9.026563	8.453107	-6.35%	245,104
2014*.....	10.000000	9.026563	-9.73%	295,420

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Growth Fund: Class I - Q/NQ				
2017.....	15.135607	19.451750	28.52%	361,401
2016.....	15.005825	15.135607	0.86%	417,293
2015.....	14.698653	15.005825	2.09%	462,782
2014.....	13.484981	14.698653	9.00%	543,232
2013.....	10.139854	13.484981	32.99%	658,787
2012.....	8.829654	10.139854	14.84%	720,799
2011.....	9.213458	8.829654	-4.17%	872,823
2010.....	8.081308	9.213458	14.01%	1,018,721
2009.....	6.309071	8.081308	28.09%	314,937
2008*.....	10.000000	6.309071	-36.91%	4,119

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class I - Q/NQ				
2017.....	18.033600	20.387487	13.05%	134,287
2016.....	15.703014	18.033600	14.84%	156,429
2015.....	16.427506	15.703014	-4.41%	163,062
2014.....	15.059861	16.427506	9.08%	201,213
2013.....	11.265723	15.059861	33.68%	204,900
2012.....	9.688842	11.265723	16.28%	204,682
2011.....	10.423944	9.688842	-7.05%	247,628
2010*.....	10.000000	10.423944	4.24%	270,777

Nationwide Variable Insurance Trust - NVIT Multi-Manager Large Cap Value Fund: Class II - Q/NQ				
2017.....	14.998075	16.929698	12.88%	12,591
2016.....	13.094066	14.998075	14.54%	16,502
2015.....	13.738665	13.094066	-4.69%	26,251
2014.....	12.626278	13.738665	8.81%	36,929
2013.....	9.474025	12.626278	33.27%	42,596
2012.....	8.163084	9.474025	16.06%	59,200
2011.....	8.806953	8.163084	-7.31%	63,117
2010.....	7.914167	8.806953	11.28%	106,248
2009.....	6.293303	7.914167	25.76%	151,581
2008*.....	10.000000	6.293303	-37.07%	12,520

Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Growth Fund: Class I - Q/NQ				
2017.....	15.278796	19.263830	26.08%	7,828,123
2016.....	14.539443	15.278796	5.09%	8,776,677
2015.....	14.758263	14.539443	-1.48%	9,763,339
2014.....	14.372720	14.758263	2.68%	10,764,028
2013.....	10.480364	14.372720	37.14%	12,116,593
2012.....	9.241391	10.480364	13.41%	13,784,135
2011.....	9.776372	9.241391	-5.47%	15,839,935
2010.....	7.810388	9.776372	25.17%	18,212,490
2009.....	6.224956	7.810388	25.47%	21,056,549
2008*.....	10.000000	6.224956	-37.75%	72,302

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Multi-Manager Mid Cap Value Fund: Class II - Q/NQ				
2017.....	19.404857	21.803904	12.36%	5,949,578
2016.....	16.718352	19.404857	16.07%	6,689,571
2015.....	17.441873	16.718352	-4.15%	7,513,445
2014.....	15.101350	17.441873	15.50%	8,351,073
2013.....	11.276879	15.101350	33.91%	9,195,719
2012.....	9.820513	11.276879	14.83%	10,356,029
2011.....	10.186047	9.820513	-3.59%	11,872,831
2010.....	8.626530	10.186047	18.08%	13,670,114
2009.....	6.698993	8.626530	28.77%	15,848,598
2008*.....	10.000000	6.698993	-33.01%	153,448

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Growth Fund: Class I - Q/NQ				
2017.....	11.315830	13.953102	23.31%	369,227
2016.....	10.585360	11.315830	6.90%	377,364
2015.....	10.644301	10.585360	-0.55%	493,022
2014.....	10.489597	10.644301	1.47%	496,327
2013.....	7.365508	10.489597	42.42%	595,089
2012.....	6.578707	7.365508	11.96%	758,325
2011.....	6.708677	6.578707	-1.94%	755,828
2010.....	5.418157	6.708677	23.82%	795,453
2009.....	4.306821	5.418157	25.80%	844,254
2008.....	8.144150	4.306821	-47.12%	964,030

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Cap Value Fund: Class I - Q/NQ				
2017.....	40.864819	43.990730	7.65%	528,645
2016.....	32.875946	40.864819	24.30%	602,688
2015.....	35.443580	32.875946	-7.24%	670,585
2014.....	33.554210	35.443580	5.63%	756,516
2013.....	24.213548	33.554210	38.58%	927,651
2012.....	20.368738	24.213548	18.88%	972,811
2011.....	21.738737	20.368738	-6.30%	1,111,827
2010.....	17.396541	21.738737	24.96%	1,362,121
2009.....	13.964796	17.396541	24.57%	1,550,123
2008.....	20.854080	13.964796	-33.04%	1,911,011

Nationwide Variable Insurance Trust - NVIT Multi-Manager Small Company Fund: Class I - Q/NQ				
2017.....	64.331191	72.061474	12.02%	667,538
2016.....	53.061107	64.331191	21.24%	755,206
2015.....	54.653721	53.061107	-2.91%	843,859
2014.....	54.925879	54.653721	-0.50%	951,820
2013.....	39.493451	54.925879	39.08%	1,079,297
2012.....	34.644087	39.493451	14.00%	1,241,511
2011.....	37.165517	34.644087	-6.78%	1,434,325
2010.....	30.046904	37.165517	23.69%	1,674,686
2009.....	22.600007	30.046904	32.95%	1,963,243
2008.....	37.045493	22.600007	-38.99%	2,352,395

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class I - NQ				
2017.....	160.805973	191.296601	18.96%	182,732
2016.....	146.260459	160.805973	9.94%	199,130
2015.....	146.813630	146.260459	-0.38%	225,700
2014.....	132.635042	146.813630	10.69%	245,828
2013.....	102.501506	132.635042	29.40%	266,108
Nationwide Variable Insurance Trust - NVIT Nationwide Fund: Class I - Q				
2017.....	165.056385	196.352941	18.96%	311,528
2016.....	150.126401	165.056385	9.94%	345,252
2015.....	150.694197	150.126401	-0.38%	384,628
2014.....	136.140843	150.694197	10.69%	427,533
2013.....	105.210822	136.140843	29.40%	477,280
2012.....	93.333012	105.210822	12.73%	547,803
2011.....	94.062378	93.333012	-0.78%	626,317
2010.....	84.002407	94.062378	11.98%	737,930
2009.....	67.494908	84.002407	24.46%	848,469
2008.....	117.008696	67.494908	-42.32%	998,194
Nationwide Variable Insurance Trust - NVIT Real Estate Fund: Class I - Q/NQ				
2017.....	14.286910	15.017905	5.12%	2,142,291
2016.....	13.483703	14.286910	5.96%	2,424,567
2015.....	14.434619	13.483703	-6.59%	2,744,539
2014.....	11.347081	14.434619	27.21%	3,271,102
2013.....	11.156789	11.347081	1.71%	3,398,682
2012.....	9.762846	11.156789	14.28%	4,036,221
2011.....	9.287398	9.762846	5.12%	4,563,431
2010.....	7.228034	9.287398	28.49%	5,291,026
2009.....	5.597338	7.228034	29.13%	5,890,475
2008*.....	10.000000	5.597338	-44.03%	100,644
Nationwide Variable Insurance Trust - NVIT S&P 500® Index Fund: Class II - Q/NQ				
2017.....	14.303136	17.114133	19.65%	523,247
2016.....	13.008544	14.303136	9.95%	456,346
2015.....	13.056769	13.008544	-0.37%	318,567
2014.....	11.698844	13.056769	11.61%	183,349
2013*.....	10.000000	11.698844	16.99%	36,754
Nationwide Variable Insurance Trust - NVIT Short Term Bond Fund: Class II - Q/NQ				
2017.....	10.494294	10.521816	0.26%	132,213
2016.....	10.373648	10.494294	1.16%	186,235
2015.....	10.546244	10.373648	-1.64%	245,116
2014.....	10.632633	10.546244	-0.81%	209,221
2013.....	10.761332	10.632633	-1.20%	277,368
2012.....	10.532312	10.761332	2.17%	242,744
2011.....	10.533921	10.532312	-0.02%	300,110
2010.....	10.420495	10.533921	1.09%	364,036
2009.....	9.856957	10.420495	5.72%	581,252
2008*.....	10.000000	9.856957	-1.43%	116,917

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Nationwide Variable Insurance Trust - NVIT Small Cap Index Fund: Class II - Q/NQ				
2017.....	14.528012	16.373188	12.70%	63,048
2016.....	12.177331	14.528012	19.30%	67,652
2015.....	12.970958	12.177331	-6.12%	65,685
2014.....	12.569682	12.970958	3.19%	45,260
2013*.....	10.000000	12.569682	25.70%	23,972
Nationwide Variable Insurance Trust - Templeton NVIT International Value Fund: Class I - Q/NQ				
2017.....	14.072567	17.045717	21.13%	59,859
2016.....	14.100165	14.072567	-0.20%	51,705
2015.....	14.866112	14.100165	-5.15%	61,991
2014.....	16.397851	14.866112	-9.34%	75,615
2013.....	13.833939	16.397851	18.53%	81,198
2012.....	11.723024	13.833939	18.01%	71,922
2011.....	13.562540	11.723024	-13.56%	86,366
2010.....	12.921098	13.562540	4.96%	86,630
2009*.....	10.000000	12.921098	29.21%	129,878
Neuberger Berman Advisers Management Trust - Mid-Cap Growth Portfolio: Class S - Q/NQ				
2017.....	31.371788	38.571063	22.95%	9,292
2016.....	30.513969	31.371788	2.81%	8,105
2015.....	30.611349	30.513969	-0.32%	11,786
Neuberger Berman Advisers Management Trust - Short Duration Bond Portfolio: Class I - Q/NQ				
2017.....	22.742550	22.647761	-0.42%	365,544
2016.....	22.763730	22.742550	-0.09%	400,237
2015.....	23.021249	22.763730	-1.12%	481,524
2014.....	23.183057	23.021249	-0.70%	538,853
2013.....	23.344417	23.183057	-0.69%	582,481
2012.....	22.611361	23.344417	3.24%	641,812
2011.....	22.842396	22.611361	-1.01%	772,850
2010.....	21.981507	22.842396	3.92%	919,594
2009.....	19.651990	21.981507	11.85%	1,044,944
2008.....	22.999418	19.651990	-14.55%	1,228,399
Neuberger Berman Advisers Management Trust - Socially Responsive Portfolio: Class I - Q/NQ				
2017.....	26.774603	31.297963	16.89%	113,432
2016.....	24.691227	26.774603	8.44%	132,438
2015.....	25.132971	24.691227	-1.76%	166,846
2014.....	23.069009	25.132971	8.95%	202,906
2013.....	16.985599	23.069009	35.82%	259,780
2012.....	15.507217	16.985599	9.53%	285,940
2011.....	16.210401	15.507217	-4.34%	342,484
2010.....	13.368410	16.210401	21.26%	374,863
2009.....	10.305753	13.368410	29.72%	291,041
2008.....	17.242756	10.305753	-40.23%	312,252

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Oppenheimer Variable Account Funds - Oppenheimer Conservative Balanced Fund/VA: Non-Service Shares - Q/NQ				
2017.....	35.701016	38.498391	7.84%	504,750
2016.....	34.362666	35.701016	3.89%	579,617
2015.....	34.528175	34.362666	-0.48%	633,035
2014.....	32.332424	34.528175	6.79%	688,711
2013.....	28.946187	32.332424	11.70%	784,416
2012.....	26.106676	28.946187	10.88%	915,878
2011.....	26.260701	26.106676	-0.59%	1,094,783
2010.....	23.563317	26.260701	11.45%	1,284,398
2009.....	19.585671	23.563317	20.31%	1,497,065
2008.....	35.104696	19.585671	-44.21%	1,849,001

Oppenheimer Variable Account Funds - Oppenheimer Discovery Mid Cap Growth Fund/VA: Non-Service Shares - Q/NQ				
2017.....	9.186124	11.677633	27.12%	758,383
2016.....	9.094490	9.186124	1.01%	827,877
2015.....	8.643300	9.094490	5.22%	1,002,737
2014.....	8.278312	8.643300	4.41%	946,798
2013.....	6.167849	8.278312	34.22%	1,187,618
2012.....	5.366626	6.167849	14.93%	1,312,299
2011.....	5.378233	5.366626	-0.22%	1,581,619
2010.....	4.274903	5.378233	25.81%	1,537,784
2009.....	3.266182	4.274903	30.88%	1,698,868
2008.....	6.497356	3.266182	-49.73%	1,865,297

Oppenheimer Variable Account Funds - Oppenheimer Global Fund/VA: Non-Service Shares - Q/NQ				
2017.....	57.941501	78.159630	34.89%	1,369,884
2016.....	58.654524	57.941501	-1.22%	1,535,958
2015.....	57.172185	58.654524	2.59%	1,755,650
2014.....	56.627195	57.172185	0.96%	1,931,058
2013.....	45.066486	56.627195	25.65%	1,332,651
2012.....	37.654218	45.066486	19.69%	1,516,143
2011.....	41.597825	37.654218	-9.48%	1,764,095
2010.....	36.343141	41.597825	14.46%	2,065,615
2009.....	26.344237	36.343141	37.95%	2,431,561
2008.....	44.626508	26.344237	-40.97%	2,930,694

Oppenheimer Variable Account Funds - Oppenheimer Global Strategic Income Fund/VA: Non-Service Shares - Q/NQ				
2017.....	10.306770	10.811266	4.89%	105,466
2016.....	9.801797	10.306770	5.15%	112,352
2015.....	10.160577	9.801797	-3.53%	136,750
2014.....	10.010249	10.160577	1.50%	80,913
2013.....	10.155553	10.010249	-1.43%	77,999
2012*.....	10.000000	10.155553	1.56%	46,556

Oppenheimer Variable Account Funds - Oppenheimer International Growth Fund/VA: Service Shares - Q/NQ				
2017.....	8.827918	11.017781	24.81%	81,340
2016.....	9.193527	8.827918	-3.98%	67,549
2015.....	9.034020	9.193527	1.77%	26,974
2014*.....	10.000000	9.034020	-9.66%	22,152

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Oppenheimer Variable Account Funds - Oppenheimer Main Street Fund®/VA: Non-Service Shares - Q/NQ				
2017.....	16.896766	19.497888	15.39%	464,209
2016.....	15.336972	16.896766	10.17%	561,275
2015.....	15.038451	15.336972	1.99%	589,535
2014.....	13.763386	15.038451	9.26%	733,597
2013.....	10.582245	13.763386	30.06%	736,086
2012.....	9.174131	10.582245	15.35%	873,336
2011.....	9.296058	9.174131	-1.31%	994,685
2010.....	8.111787	9.296058	14.60%	1,122,870
2009.....	6.406516	8.111787	26.62%	1,392,925
2008.....	10.549412	6.406516	-39.27%	1,654,029

Oppenheimer Variable Account Funds - Oppenheimer Main Street Small Cap Fund®/VA: Non-Service Shares - Q/NQ				
2017.....	18.470461	20.811886	12.68%	242,057
2016.....	15.851386	18.470461	16.52%	298,503
2015.....	17.066987	15.851386	-7.12%	336,575
2014.....	15.448253	17.066987	10.48%	379,660
2013.....	11.099180	15.448253	39.18%	384,967
2012.....	9.531296	11.099180	16.45%	319,152
2011.....	9.875060	9.531296	-3.48%	332,615
2010.....	8.107393	9.875060	21.80%	341,442
2009.....	5.987212	8.107393	35.41%	460,592
2008.....	9.757357	5.987212	-38.64%	365,907

Oppenheimer Variable Account Funds - Oppenheimer Total Return Bond Fund/VA: Non-Service Shares - Q/NQ				
2017.....	24.153880	24.934007	3.23%	492,010
2016.....	23.696247	24.153880	1.93%	547,613
2015.....	23.779839	23.696247	-0.35%	630,069
2014.....	22.461155	23.779839	5.87%	719,585
2013.....	22.779575	22.461155	-1.40%	793,730
2012.....	20.926624	22.779575	8.85%	911,166
2011.....	19.582623	20.926624	6.86%	1,086,016
2010.....	17.807710	19.582623	9.97%	1,298,404
2009.....	16.459954	17.807710	8.19%	1,518,373
2008.....	27.361457	16.459954	-39.84%	1,852,194

PIMCO Variable Insurance Trust - All Asset Portfolio: Advisor Class - Q/NQ				
2017.....	10.396674	11.634778	11.91%	98,616
2016.....	9.329288	10.396674	11.44%	119,128
2015.....	10.408498	9.329288	-10.37%	127,029
2014.....	10.497838	10.408498	-0.85%	148,775
2013.....	10.624494	10.497838	-1.19%	174,872
2012*.....	10.000000	10.624494	6.24%	147,965

PIMCO Variable Insurance Trust - Emerging Markets Bond Portfolio: Advisor Class - Q/NQ				
2017.....	9.867279	10.691884	8.36%	52,633
2016.....	8.830153	9.867279	11.75%	35,392
2015.....	9.163182	8.830153	-3.63%	3,989
2014.....	9.155270	9.163182	0.09%	3,082

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
PIMCO Variable Insurance Trust - Foreign Bond Portfolio (Unhedged): Advisor Class - Q/NQ				
2017.....	11.080258	12.110606	9.30%	54,761
2016.....	10.909064	11.080258	1.57%	70,964
2015.....	11.907130	10.909064	-8.38%	73,689
2014.....	12.027758	11.907130	-1.00%	90,162
2013.....	13.042689	12.027758	-7.78%	106,028
2012.....	12.557857	13.042689	3.86%	228,293
2011.....	11.735153	12.557857	7.01%	231,731
2010.....	10.870871	11.735153	7.95%	181,042
2009*.....	10.000000	10.870871	8.71%	72,476
PIMCO Variable Insurance Trust - Low Duration Portfolio: Advisor Class - Q/NQ				
2017.....	11.455698	11.448769	-0.06%	500,840
2016.....	11.456652	11.455698	-0.01%	565,456
2015.....	11.583367	11.456652	-1.09%	666,768
2014.....	11.648781	11.583367	-0.56%	688,920
2013.....	11.829684	11.648781	-1.53%	770,091
2012.....	11.334165	11.829684	4.37%	939,927
2011.....	11.368465	11.334165	-0.30%	897,611
2010.....	10.950340	11.368465	3.82%	670,304
2009*.....	10.000000	10.950340	9.50%	370,153
PIMCO Variable Insurance Trust - Short-Term Portfolio: Advisor Class - Q/NQ				
2017.....	10.114803	10.213804	0.98%	41,489
2016*.....	10.000000	10.114803	1.15%	13,023
PIMCO Variable Insurance Trust - Total Return Portfolio: Advisor Class - Q/NQ				
2017.....	10.775420	11.148048	3.46%	421,567
2016.....	10.642012	10.775420	1.25%	448,253
2015.....	10.746116	10.642012	-0.97%	500,400
2014.....	10.452058	10.746116	2.81%	498,591
2013.....	10.811694	10.452058	-3.33%	582,123
2012.....	10.004024	10.811694	8.07%	789,428
2011*.....	10.000000	10.004024	0.04%	375,825
Putnam Variable Trust - Putnam VT International Equity Fund: Class IB - Q/NQ				
2017.....	17.530889	21.903042	24.94%	786
2016.....	18.207858	17.530889	-3.72%	133
T. Rowe Price Equity Series, Inc. - T. Rowe Price Health Sciences Portfolio: II - Q/NQ				
2017.....	27.959682	35.133185	25.66%	630,334
2016.....	31.726679	27.959682	-11.87%	750,706
2015.....	28.580474	31.726679	11.01%	1,341,163
2014.....	22.066684	28.580474	29.52%	1,333,214
2013.....	14.854028	22.066684	48.56%	1,259,380
2012.....	11.488675	14.854028	29.29%	867,496
2011.....	10.544560	11.488675	8.95%	485,727
2010*.....	10.000000	10.544560	5.45%	48,711

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
VanEck VIP Trust - Global Hard Assets Fund: Class S - Q/NQ				
2017.....	7.746583	7.495412	-3.24%	270,605
2016.....	5.472537	7.746583	41.55%	418,363
2015.....	8.353783	5.472537	-34.49%	222,526
2014.....	10.494193	8.353783	-20.40%	331,532
2013.....	9.639938	10.494193	8.86%	181,096
2012*.....	10.000000	9.639938	-3.60%	185,569
VanEck VIP Trust - VanEck VIP Emerging Markets Fund: Initial Class - Q/NQ				
2017.....	21.743410	32.414573	49.08%	463,827
2016.....	22.006423	21.743410	-1.20%	496,721
2015.....	25.923727	22.006423	-15.11%	577,585
2014.....	26.374629	25.923727	-1.71%	679,542
2013.....	23.854610	26.374629	10.56%	795,011
2012.....	18.619373	23.854610	28.12%	949,001
2011.....	25.402410	18.619373	-26.70%	562,674
2010.....	20.290627	25.402410	25.19%	675,757
2009.....	9.643433	20.290627	110.41%	785,468
2008.....	27.742200	9.643433	-65.24%	906,211
VanEck VIP Trust - VanEck VIP Global Hard Assets Fund: Initial Class - Q/NQ				
2017.....	39.827798	38.643925	-2.97%	284,001
2016.....	28.077975	39.827798	41.85%	330,782
2015.....	42.745337	28.077975	-34.31%	385,439
2014.....	53.536208	42.745337	-20.16%	469,198
2013.....	49.072107	53.536208	9.10%	555,503
2012.....	48.091591	49.072107	2.04%	696,508
2011.....	58.317801	48.091591	-17.54%	389,924
2010.....	45.719079	58.317801	27.56%	433,811
2009.....	29.403819	45.719079	55.49%	537,841
2008.....	55.298423	29.403819	-46.83%	624,517
VanEck VIP Trust - VanEck VIP Unconstrained Emerging Markets Bond Fund: Initial Class - Q/NQ				
2017.....	23.489579	26.024041	10.79%	181,420
2016.....	22.361933	23.489579	5.04%	206,293
2015.....	26.068113	22.361933	-14.22%	234,323
2014.....	25.846863	26.068113	0.86%	263,046
2013.....	28.830781	25.846863	-10.35%	299,246
2012.....	27.675521	28.830781	4.17%	353,353
2011.....	25.928464	27.675521	6.74%	287,887
2010.....	24.737151	25.928464	4.82%	335,928
2009.....	23.648462	24.737151	4.60%	385,701
2008.....	23.125621	23.648462	2.26%	457,168

No Additional Contract Options Elected Total - 1.30%
Variable account charges of the daily net assets of the variable account - 1.30%

<u>Period</u>	<u>Beginning Value</u>	<u>Ending Value</u>	<u>Percentage Change</u>	<u>Units</u>
Wells Fargo Variable Trust - VT Small Cap Growth Fund: Class 2 - Q/NQ				
2017.....	24.340346	30.237241	24.23%	99,088
2016.....	22.887061	24.340346	6.35%	96,287
2015.....	23.876779	22.887061	-4.15%	139,165
2014.....	24.654228	23.876779	-3.15%	141,967
2013.....	16.626985	24.654228	48.28%	204,491
2012.....	15.617243	16.626985	6.47%	121,194
2011.....	16.584886	15.617243	-5.83%	150,980
2010.....	13.254565	16.584886	25.13%	183,551
2009*.....	8.797681	13.254565	50.66%	151,490

Appendix C: Contract Types and Tax Information

Types of Contracts

The contracts described in this prospectus are classified according to the tax treatment to which they are subject under the Internal Revenue Code (the "Code"). Following is a general description of the various contract types. Eligibility requirements, tax benefits (if any), limitations, and other features of the contracts will differ depending on contract type.

Non-Qualified Contracts

A non-qualified contract is a contract that does not qualify for certain tax benefits under the Code, such as deductibility of purchase payments, and which is not an IRA, Roth IRA, SEP IRA, Simple IRA, or tax sheltered annuity.

Upon the death of the owner of a non-qualified contract, mandatory distribution requirements are imposed to ensure distribution of the entire balance in the contract within a required period.

Non-qualified contracts that are owned by natural persons allow the deferral of taxation on the income earned in the contract until it is distributed or deemed to be distributed. Non-qualified contracts that are owned by non-natural persons, such as trusts, corporations, and partnerships are generally subject to current income tax on the income earned inside the contract, unless the non-natural person owns the contract as an agent of a natural person.

Charitable Remainder Trusts

Charitable Remainder Trusts are trusts that meet the requirements of Section 664 of the Code. Non-Qualified Contracts that are issued to Charitable Remainder Trusts will differ from other Non-Qualified Contracts in three respects:

- (1) Waiver of sales charges. In addition to any sales load waivers included in the contract, Charitable Remainder Trusts may also withdraw the difference between:
 - (a) the contract value on the day before the withdrawal; and
 - (b) the total amount of purchase payments made to the contract (less an adjustment for amounts surrendered).
- (2) Contract ownership at annuitization. On the annuitization date, if the contract owner is a Charitable Remainder Trust, the Charitable Remainder Trust will continue to be the contract owner and the annuitant will NOT become the contract owner.
- (3) Recipient of death benefit proceeds. With respect to the death benefit proceeds, if the contract owner is a Charitable Remainder Trust, the death benefit is payable to the Charitable Remainder Trust. Any designation in conflict with the Charitable Remainder Trust's right to the death benefit will be void.

While these provisions are intended to facilitate a Charitable Remainder Trust's ownership of this contract, the rules governing Charitable Remainder Trusts are numerous and complex. A Charitable Remainder Trust that is considering purchasing this contract should seek the advice of a qualified tax and/or financial advisor prior to purchasing the contract. An annuity that has a Charitable Remainder Trust endorsement is not a Charitable Remainder Trust; the endorsement is merely to facilitate ownership of the contract by a Charitable Remainder Trust.

Individual Retirement Annuities (IRAs)

IRAs are contracts that satisfy the provisions of Section 408(b) of the Code, including the following requirements:

- the contract is not transferable by the owner;
- the premiums are not fixed;
- if the contract owner is younger than age 50, the annual premium cannot exceed \$5,500; if the contract owner is age 50 or older, the annual premium cannot exceed \$6,500 (although rollovers of greater amounts from Qualified Plans, Tax Sheltered Annuities, certain 457 governmental plans, and other IRAs can be received);
- certain minimum distribution requirements must be satisfied after the owner attains the age of 70½;
- the entire interest of the owner in the contract is nonforfeitable; and
- after the death of the owner, additional distribution requirements may be imposed to ensure distribution of the entire balance in the contract within the statutory period of time.

Depending on the circumstance of the owner, all or a portion of the contributions made to the account may be deducted for federal income tax purposes.

IRAs may receive rollover contributions from other individual retirement accounts, other individual retirement annuities, tax sheltered annuities, certain 457 governmental plans, and qualified retirement plans (including 401(k) plans).

When the owner of an IRA attains the age of 70½, the Code requires that certain minimum distributions be made. In addition, upon the death of the owner of an IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period. Due to recent changes in Treasury Regulations, the amount used to compute the mandatory distributions may exceed the contract value.

Failure to make the mandatory distributions can result in an additional penalty tax of 50% of the excess of the amount required to be distributed over the amount that was actually distributed.

For further details regarding IRAs, refer to the disclosure statement provided when the IRA was established and the annuity contract's IRA endorsement.

As used herein, the term "individual retirement plans" shall refer to both individual retirement annuities and individual retirement accounts that are described in Section 408 of the Code.

One-Rollover-Per-Year Limitation

A contract owner can receive a distribution from an IRA and roll it into another IRA within 60 days from the date of the distribution and not have the amount of the distribution included in taxable income. Only one rollover per year from a contract owner's IRA is allowed. The one year period begins on the date the contract owner receives the IRA distribution, and not on the date the IRA was rolled over. The Internal Revenue Service ("IRS") has interpreted this one-rollover-per-year limitation as applying separately to each IRA a contract owner owns.

However, on March 20, 2014, the IRS issued Announcement 2014-15 in which it decided to follow the Tax Court's interpretation of the one rollover per year rule in the Bobrow case. In Bobrow, the Tax Court interpreted the one-rollover-per-year limitation as applying in the aggregate to all the IRAs that a taxpayer owns. This means that a contract owner cannot make an IRA rollover distribution if, within the previous one year period, an IRA rollover distribution was taken from any other IRAs owned. Also, rollovers between an individual's Roth IRAs would prevent a separate rollover within the 1-year period between the individual's traditional IRAs, and vice versa. The IRS began applying this new interpretation to any IRA rollover distribution that occurs on or after January 1, 2015.

Direct transfers IRA funds between IRA trustees are not subject to the one rollover per year limitation because such transfers are not considered rollover distributions. Also, a rollover from a traditional IRA to a Roth IRA (a conversion) is not subject to the one roll over per year limitation, and such a rollover is disregarded in applying the one rollover per year limitation to other rollovers.

Roth IRAs

Roth IRA contracts are contracts that satisfy the provisions of Section 408A of the Code, including the following requirements:

- the contract is not transferable by the owner;
- the premiums are not fixed;
- if the contract owner is younger than age 50, the annual premium cannot exceed \$5,500; if the contract owner is age 50 or older, the annual premium cannot exceed \$6,500 (although rollovers of greater amounts from other Roth IRAs and other individual retirement plans can be received);
- the entire interest of the owner in the contract is nonforfeitable; and
- after the death of the owner, certain distribution requirements may be imposed to ensure distribution of the entire balance in the contract within the statutory period of time.

A Roth IRA can receive a rollover from an individual retirement plan or another eligible retirement plan; however, the amount rolled over from the individual retirement plan or other eligible retirement plan to the Roth IRA is required to be included in the owner's federal gross income at the time of the rollover, and will be subject to federal income tax. However, a rollover or conversion of an amount from an IRA or eligible retirement plan after December 31, 2017 cannot be recharacterized back to an IRA.

For further details regarding Roth IRAs, please refer to the disclosure statement provided when the Roth IRA was established and the annuity contract's IRA endorsement.

Simplified Employee Pension IRAs (SEP IRA)

A SEP IRA is a written plan established by an employer for the benefit of employees which permits the employer to make contributions to an IRA established for the benefit of each employee.

An employee may make deductible contributions to a SEP IRA subject to the same restrictions and limitations as an IRA. In addition, the employer may make contributions to the SEP IRA, subject to dollar and percentage limitations imposed by both the Code and the written plan.

A SEP IRA plan must satisfy:

- minimum participation rules;
- top-heavy contribution rules;
- nondiscriminatory allocation rules; and
- requirements regarding a written allocation formula.

In addition, the plan cannot restrict withdrawals of non-elective contributions, and must restrict withdrawals of elective contributions before March 15th of the following year.

When the owner of a SEP IRA attains the age of 70½, the Code requires that certain minimum distributions be made. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a SEP IRA, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Investment Only (Qualified Plans)

Contracts that are owned by Qualified Plans are not intended to confer tax benefits on the beneficiaries of the plan; they are used as investment vehicles for the plan. The income tax consequences to the beneficiary of a Qualified Plan are controlled by the operation of the plan, not by operation of the assets in which the plan invests.

Beneficiaries of Qualified Plans should contact their employer and/or trustee of the plan to obtain and review the plan, trust, summary plan description and other documents for the tax and other consequences of being a participant in a Qualified Plan.

Tax Sheltered Annuities

Certain tax-exempt organizations (described in Section 501(c)(3) of the Code) and public school systems may establish a plan under which annuity contracts can be purchased for their employees. These annuity contracts are often referred to as Tax Sheltered Annuities.

Purchase payments made to Tax Sheltered Annuities are excludable from the income of the employee, up to statutory maximum amounts. These amounts should be set forth in the plan adopted by the employer.

Tax Sheltered Annuities may receive rollover contributions from Individual Retirement Accounts, Individual Retirement Annuities, other Tax Sheltered Annuities, certain 457 governmental plans, and qualified retirement plans (including 401(k) plans).

The owner's interest in the contract is nonforfeitable (except for failure to pay premiums) and cannot be transferred.

When the owner of a Tax Sheltered Annuity attains the age of 70½, the Code requires that certain minimum distributions be made. Due to recent changes in Treasury Regulations, the amount used to compute the minimum distributions may exceed the contract value. In addition, upon the death of the owner of a Tax Sheltered Annuity, mandatory distribution requirements are imposed by the Code to ensure distribution of the entire contract value within the required statutory period.

Final 403(b) Regulations issued by the Internal Revenue Service impose certain restrictions on non-taxable transfers or exchanges of one 403(b) Tax Sheltered Annuity contract for another. Nationwide will no longer issue or accept applications for new and/or in-service transfers to new or existing Nationwide individual 403(b) Tax Sheltered Annuity contracts used for salary reduction plans not subject to ERISA. Nationwide will continue to accept applications and in-service transfers for individual 403(b) Tax Sheltered Annuity contracts used for 403(b) plans that are subject to ERISA and certain state Optional Retirement Plans and/or Programs that have purchased at least one individual annuity contract issued by Nationwide prior to September 25, 2007.

Commencing in 2009, Tax Sheltered Annuities must be issued pursuant to a written plan, and the plan must satisfy various administrative requirements. Check with your employer to ensure that these requirements will be satisfied in a timely manner.

Federal Tax Considerations

Federal Income Taxes

The tax consequences of purchasing a contract described in this prospectus will depend on:

- the type of contract purchased;
- the purposes for which the contract is purchased; and
- the personal circumstances of individual investors having interests in the contracts.

Existing tax rules are subject to change, and may affect individuals differently depending on their situation. Nationwide does not guarantee the tax status of any contracts or any transactions involving the contracts.

The following is a brief summary of some of the federal income tax considerations related to the types of contracts sold in connection with this prospectus. In addition to the federal income tax, distributions from annuity contracts may be subject to state and local income taxes. Nothing in this prospectus should be considered to be tax advice. Purchasers and prospective purchasers of the contract should consult a financial consultant, tax advisor, or legal counsel to discuss the taxation and use of the contracts.

IRAs and SEP IRAs

Distributions from IRAs and SEP IRAs are generally taxed as ordinary income when received. If any of the amounts contributed to the Individual Retirement Annuity was non-deductible for federal income tax purposes, then a portion of each distribution is excludable from income.

If distributions of income from an IRA are made prior to the date that the owner attains the age of 59½ years, the income is subject to the regular income tax, and an additional penalty tax of 10% is generally applicable. The 10% penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);
- part of a series of substantially equal periodic payments made not less frequently than annually made for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary;
- used for qualified higher education expenses; or
- used for expenses attributable to the purchase of a home for a qualified first-time buyer.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Roth IRAs

Distributions of earnings from Roth IRAs are taxable or nontaxable depending upon whether they are "qualified distributions" or "non-qualified distributions." A "qualified distribution" is one that is made after the Roth IRA has satisfied the five-year rule and meets one of the following requirements:

- it is made on or after the date on which the contract owner attains age 59½;
- it is made to a beneficiary (or the contract owner's estate) on or after the death of the contract owner;
- it is attributable to the contract owner's disability; or
- it is used for expenses attributable to the purchase of a home for a qualified first-time buyer.

The five-year rule is satisfied if a five taxable-year period has passed. The five taxable-year period begins with the first taxable year in which a contribution is made to any Roth IRA established for the owner.

A qualified distribution is not included in gross income for federal income tax purposes.

A non-qualified distribution is not includable in gross income to the extent that the distribution, when added to all previous distributions, does not exceed the total amount of contributions made to the Roth IRA. Any non-qualified distribution in excess of total contributions is includable in the contract owner's gross income as ordinary income in the year that it is distributed to the contract owner.

Special rules apply for Roth IRAs that have proceeds received from an individual retirement plan prior to January 1, 1999 if the owner elected the special four-year income averaging provisions that were in effect for 1998.

If non-qualified distributions of income from a Roth IRA are made prior to the date that the owner attains the age of 59½ years, the income is subject to both the regular income tax and an additional penalty tax of 10%. The penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);
- part of a series of substantially equal periodic payments made not less frequently than annually made for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary;
- for qualified higher education expenses; or
- used for expenses attributable to the purchase of a home for a qualified first-time buyer.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Non-Qualified Contracts - Natural Persons as Contract Owners

Generally, the income earned inside a non-qualified annuity contract that is owned by a natural person is not taxable until it is distributed from the contract.

Distributions before the annuitization date are taxable to the contract owner to the extent that the cash value of the contract exceeds the contract owner's investment in the contract at the time of the distribution. In general, the investment in the contract is equal to the purchase payments made with after-tax dollars reduced by any nontaxable distribution. Distributions, for this purpose, include full and partial surrenders, any portion of the contract that is assigned or pledged as collateral for a loan, amounts borrowed from the contract, or any portion of the contract that is transferred by gift. For these purposes, a transfer by gift may occur upon annuitization if the contract owner and the annuitant are not the same individual.

With respect to annuity distributions on or after the annuitization date, a portion of each annuity payment is excludable from taxable income. The amount excludable from each annuity payment is determined by multiplying the annuity payment by a fraction which is equal to the contract owner's investment in the contract, divided by the expected return on the contract. Once the entire investment in the contract is recovered, all distributions are fully includable in income. The maximum amount excludable from income is the investment in the contract. If the annuitant dies before the entire investment in the contract has been excluded from income, and as a result of the annuitant's death no more payments are due under the contract, then the unrecovered investment in the contract may be deducted on his or her final tax return.

Commencing after December 31, 2010, the Code provides that if only a portion of a non-qualified annuity contract is annuitized for either (a) a period of 10 years or greater, or (b) for the life or lives of one or more persons, then the portion of the contract that has been annuitized would be treated as if it were a separate annuity contract. This means that an annuitization date can be established for a portion of the annuity contract (rather than requiring the entire contract to be annuitized at once) and the above description of the taxation of annuity distributions after the annuitization date would apply to the portion of the contract that has been annuitized. The investment in the contract is required to be allocated pro rata between the portion of the contract that is annuitized and the portion that is not. All other benefits under the contract (e.g., death benefit) would also be reduced pro rata. For example, if 1/3 of the cash value of the contract were to be annuitized, the death benefit would also be reduced by 1/3.

In determining the taxable amount of a distribution that is made prior to the annuitization date, all annuity contracts issued after October 21, 1988 by the same company to the same contract owner during the same calendar year will be treated as one annuity contract.

A special rule applies to distributions from contracts that have investments that were made prior to August 14, 1982. For those contracts, distributions that are made prior to the annuitization date are treated first as the nontaxable recovery of the investment in the contract as of that date. A distribution in excess of the amount of the investment in the contract as of August 14, 1982, will be treated as taxable income.

The Code imposes a penalty tax if a distribution is made before the contract owner reaches age 59½. The amount of the penalty is 10% of the portion of any distribution that is includable in gross income. The penalty tax does not apply if the distribution is:

- the result of a contract owner's death;
- the result of a contract owner's disability (as defined in the Code);
- one of a series of substantially equal periodic payments made over the life (or life expectancy) of the contract owner or the joint lives (or joint life expectancies) of the contract owner and the beneficiary selected by the contract owner to receive payment under the annuity payment option selected by the contract owner; or
- is allocable to an investment in the contract before August 14, 1982.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Non-Qualified Contracts - Non-Natural Persons as Contract Owners

The previous discussion related to the taxation of non-qualified contracts owned by individuals. Different rules (the so-called "non-natural persons" rules) apply if the contract owner is not a natural person.

Generally, contracts owned by corporations, partnerships, trusts, and similar entities are not treated as annuity contracts for most purposes of the Code. Therefore, income earned under a non-qualified contract that is owned by a non-natural person is taxed as ordinary income during the taxable year in which it is earned. Taxation is not deferred, even if the income is not distributed out of the contract. The income is taxable as ordinary income, not capital gain.

The non-natural persons rules do not apply to all entity-owned contracts. For purposes of the non-natural persons rule, a contract that is owned by a non-natural person as an agent of an individual is treated as owned by the individual. This would cause the contract to be treated as an annuity under the Code, allowing tax deferral. However, this exception does not apply when the non-natural person is an employer that holds the contract under a non-qualified deferred compensation arrangement for one or more employees.

The non-natural persons rules also do not apply to contracts that are:

- acquired by the estate of a decedent by reason of the death of the decedent;
- issued in connection with certain qualified retirement plans and individual retirement plans;
- purchased by an employer upon the termination of certain qualified retirement plans; or
- immediate annuities within the meaning of Section 72(u) of the Code.

If the annuitant, who is the individual treated as owning the contract, dies before the contract is completely distributed, the balance may be included in the annuitant's gross estate for tax purposes, depending on the obligations that the non-natural owner may have owed to the annuitant.

Tax Sheltered Annuities

Distributions from Tax Sheltered Annuities are generally taxed when received. If nondeductible contributions are made, then a portion of each distribution after the annuitization date is excludable from income based on a formula established pursuant to the Code. The formula excludes from income the amount invested in the contract divided by the number of anticipated payments until the full investment in the contract is recovered. Thereafter all distributions are fully taxable.

If a distribution of income is made from a Tax Sheltered Annuity prior to the date that the owner attains the age of 59½ years, the income is subject to both the regular income tax and an additional penalty tax of 10%. The penalty tax can be avoided if the distribution is:

- made to a beneficiary on or after the death of the owner;
- attributable to the owner becoming disabled (as defined in the Code);

- part of a series of substantially equal periodic payments made not less frequently than annually made for the life (or life expectancy) of the owner, or the joint lives (or joint life expectancies) of the owner and his or her designated beneficiary; or
- made to the owner after separation from service with his or her employer after age 55.

A loan from a Tax Sheltered Annuity generally is not considered to be a distribution, and is therefore generally not taxable. However, if the loan is not repaid in accordance with the repayment schedule, the entire balance of the loan would be treated as being in default, and the defaulted amount would be treated as being distributed to the participant as a taxable distribution.

If the contract owner dies before the contract is completely distributed, the balance will be included in the contract owner's gross estate for tax purposes.

Exchanges

As a general rule, federal income tax law treats exchanges of property in the same manner as a sale of the property. However, pursuant to Section 1035 of the Code, an annuity contract may be exchanged tax-free for another annuity contract, provided that the obligee (the person to whom the annuity obligation is owed) is the same for both contracts. If the exchange includes the receipt of other property, such as cash, in addition to another annuity contract, special rules may cause a portion of the transaction to be taxable to the extent of the value of the other property.

Tax Treatment of a Partial 1035 Exchange With Subsequent Withdrawal

In June 2011, the Internal Revenue Service issued Rev. Proc. 2011-38, which addresses the income tax consequences of the direct transfer of a portion of the cash value of an annuity contract in exchange for the issuance of a second annuity contract. Rev. Proc. 2011-38 modified and superseded prior guidance that was contained in Rev. Proc. 2008-24. A direct transfer that satisfies the revenue procedure will be treated as a tax-free exchange under Section 1035 of the Code if, for a period of at least 180 days from the date of the direct transfer, there are no distributions or surrenders from either annuity contract involved in the exchange. In addition, the 180-day period will be deemed to have been satisfied with respect to amounts received as an annuity for a period of 10 years or more, or as an annuity for the life of one or more persons. The taxation of distributions (other than distributions described in the immediately preceding sentence) received from either contract within the 180-day period will be determined using general tax principles to determine the substance of those payments. For example, they could be treated as taxable "boot" in an otherwise tax-free exchange, or as a distribution from the new contract. Rev. Proc. 2011-38 also removed numerous exceptions to the 180-day waiting period that Rev. Proc. 2008-11 provided for in its 12-month waiting period. Please discuss any tax consequences concerning any contemplated or completed transactions with a professional tax advisor.

Same-Sex Marriages, Domestic Partnership, and Other Similar Relationships

The Treasury issued final regulations that address what relationships are considered a marriage for federal tax purposes. The final regulations definition of marriage reflects the United States Supreme Court holdings in *Windsor and Obergefell*, as well as Rev. Proc. 2017-13.

The final regulations define the terms "spouse", "husband", "wife", and "husband and wife" to be gender neutral so that such terms can apply equally to same sex couples and opposite sex couples. The regulations adopt the "place of celebration" rule to determine marital status for federal tax purposes. A marriage of two individuals is recognized for federal tax purposes if the marriage is recognized by a state, possession, or territory of the US in which the marriage was entered into, regardless of the couples place of domicile. Also a marriage entered into in a foreign jurisdiction will be recognized for federal tax purposes if that marriage would be recognized in at least one state, possession, or territory of the US.

Finally, the regulations adopts Rev. Proc. 2013-17 holding that relationships entered into as civil unions, or registered domestic partnerships that is not denominated as marriages under state law are not marriages for federal tax purposes. Therefore, the favorable income-tax deferral options afforded by federal tax law to a married spouse under Code Sections 72 and 401(a)(9) are not available to individuals who have entered into these formal relationships.

Withholding

Pre-death distributions from the contracts are subject to federal income tax. Nationwide is required to withhold the tax from the distributions unless the contract owner requests otherwise. Under some circumstances, the Code will not permit contract owners to waive withholding. Such circumstances include:

- if the payee does not provide Nationwide with a taxpayer identification number; or

- if Nationwide receives notice from the Internal Revenue Service that the taxpayer identification number furnished by the payee is incorrect.

If a contract owner is prohibited from waiving withholding, as described above, the distribution will be subject to withholding rates established by Section 3405 of the Code and is applied against the amount of income that is distributed.

If the distribution is from a Tax Sheltered Annuity, it will be subject to mandatory 20% withholding that cannot be waived, unless:

- the distribution is made directly to another Tax Sheltered Annuity, qualified pension or profit-sharing plan described in Section 401(a), an eligible deferred compensation plan described in Section 457(b) which is maintained by an eligible employer described in section 457(e)(1)(A) or individual retirement plan; or
- the distribution satisfies the minimum distribution requirements imposed by the Code.

Non-Resident Aliens

Generally, a pre-death distribution from a contract to a non-resident alien is subject to federal income tax at a rate of 30% of the amount of income that is distributed.

Nationwide is required to withhold this amount and send it to the Internal Revenue Service. Some distributions to non-resident aliens may be subject to a lower (or no) tax if a treaty applies. In order to obtain the benefits of such a treaty, the non-resident alien must:

- (1) provide Nationwide with a properly completed withholding certificate claiming the treaty benefit of a lower tax rate or exemption from tax; and
- (2) provide Nationwide with an individual taxpayer identification number.

If the non-resident alien does not meet the above conditions, Nationwide will withhold 30% of income from the distribution.

Another exemption from the 30% withholding rate is available if the non-resident alien provides Nationwide with sufficient evidence that:

- (1) the distribution is connected to the non-resident alien's conduct of business in the United States;
- (2) the distribution is includable in the non-resident alien's gross income for United States federal income tax purposes; and
- (3) provide Nationwide with a properly completed withholding certificate claiming the exemption.

Note that for the preceding exemption, the distributions would be subject to the same withholding rules that are applicable to payments to United States persons.

This prospectus does not address any tax matters that may arise by reason of application of the laws of a non-resident alien's country of citizenship and/or country of residence. Purchasers and prospective purchasers should consult a financial consultant, tax advisor or legal counsel to discuss the applicability of laws of those jurisdictions to the purchase or ownership of a contract.

FATCA

Under Sections 1471 through 1474 of the Internal Revenue Code (commonly referred to as FATCA), distributions from a contract to a foreign financial institution or to a nonfinancial foreign entity, each as described by FATCA, may be subject to United States tax withholding at a flat rate equal to 30% of the taxable amount of the distribution, irrespective of the status of any beneficial owner of the contract or of the distribution. Nationwide may require a contract owner to provide certain information or documentation (e.g., Form W-9 or Form W-8BEN) to determine its withholding requirements under FATCA.

Federal Estate, Gift and Generation Skipping Transfer Taxes

The following transfers may be considered a gift for federal gift tax purposes:

- a transfer of the contract from one contract owner to another; or
- a distribution to someone other than a contract owner.

Upon the contract owner's death, the value of the contract may be subject to estate taxes, even if all or a portion of the value is also subject to federal income taxes.

Section 2612 of the Code may require Nationwide to determine whether a death benefit or other distribution is a "direct skip" and the amount of the resulting generation skipping transfer tax, if any. A direct skip is when property is transferred to, or a death benefit or other distribution is made to:

- (a) an individual who is two or more generations younger than the contract owner; or
- (b) certain trusts, as described in Section 2613 of the Code (generally, trusts that have no beneficiaries who are not two or more generations younger than the contract owner).

If the contract owner is not an individual, then for this purpose only, "contract owner" refers to any person:

- who would be required to include the contract, death benefit, distribution, or other payment in his or her federal gross estate at his or her death; or
- who is required to report the transfer of the contract, death benefit, distribution, or other payment for federal gift tax purposes.

If a payment is subject to the generation skipping transfer tax, Nationwide may be required to deduct the amount of the transfer tax from the death benefit, distribution or other payment, and remit it directly to the Internal Revenue Service.

Charge for Tax

Nationwide is not required to maintain a capital gain reserve liability on non-qualified contracts. If tax laws change requiring a reserve, Nationwide may implement and adjust a tax charge.

Diversification

Code Section 817(h) contains rules on diversification requirements for variable annuity contracts. A variable annuity contract that does not meet these diversification requirements will not be treated as an annuity, unless:

- the failure to diversify was accidental;
- the failure is corrected; and
- a fine is paid to the Internal Revenue Service.

The amount of the fine will be the amount of tax that would have been paid by the contract owner if the income, for the period the contract was not diversified, had been received by the contract owner.

If the violation is not corrected, the contract owner will be considered the owner of the underlying securities and will be taxed on the earnings of his or her contract. Nationwide believes that the investments underlying this contract meet these diversification requirements.

Representatives of the Internal Revenue Service have informally suggested, from time to time, that the number of underlying mutual funds available or the number of transfer opportunities available under a variable product may be relevant in determining whether the product qualifies for the desired tax treatment. In 2003, the Internal Revenue Service issued formal guidance, in Revenue Ruling 2003-91, indicating that if the number of underlying mutual funds available in a variable insurance product does not exceed 20, the number of underlying mutual funds alone would not cause the contract to fail to qualify for the desired tax treatment. The Internal Revenue Service has also indicated that exceeding 20 investment options may be considered a factor, along with other factors including the number of transfer opportunities available under the contract, when determining whether the contract qualifies for the desired tax treatment. The revenue ruling did not indicate the actual number of underlying mutual funds that would cause the contract to not provide the desired tax treatment. Should the U.S. Secretary of the Treasury issue additional rules or regulations limiting the number of underlying mutual funds, transfers between underlying mutual funds, exchanges of underlying mutual funds or changes in investment objectives of underlying mutual funds such that the contract would no longer qualify for tax deferred treatment under Section 72 of the Code, Nationwide will take whatever steps are available to remain in compliance.

Based on the above, the contract should be treated as an annuity contract for federal income tax purposes.

Required Distributions

The Code requires that certain distributions be made from the contracts issued in conjunction with this prospectus. Following is an overview of the required distribution rules applicable to each type of contract. Consult a qualified tax or financial advisor for more specific required distribution information.

Required Distributions - General Information

In general, a beneficiary is an individual or other entity that the contract owner designates to receive death proceeds upon the contract owner's death. The distribution rules in the Code make a distinction between "beneficiary" and "designated beneficiary" when determining the life expectancy that may be used for payments that are made from IRAs, SEP IRAs, Simple IRAs, Roth IRAs and Tax Sheltered Annuities after the death of the contract owner, or that are made from non-qualified contracts after the death of the contract owner. A designated beneficiary is a natural person who is designated by the contract owner as the beneficiary under the contract. Non-natural beneficiaries (e.g. charities or certain trusts) are not designated beneficiaries for the purpose of required distributions and the life expectancy of such a beneficiary is zero.

Life expectancies and joint life expectancies will be determined in accordance with the relevant guidance provided by the Internal Revenue Service and the Treasury Department, including but not limited to Treasury Regulation 1.72-9 and Treasury Regulation 1.401(a)(9)-9.

Required distributions paid upon the death of the contract owner are paid to the beneficiary or beneficiaries stipulated by the contract owner. How quickly the distributions must be made may be determined with respect to the life expectancies of the beneficiaries. For non-qualified contracts, the beneficiaries used in the determination of the distribution period are those in effect on the date of the contract owner's death. For contracts other than non-qualified contracts, the beneficiaries used in the determination of the distribution period do not have to be determined until September 30 of the year following the contract owner's death. If there is more than one beneficiary, the life expectancy of the beneficiary with the shortest life expectancy is used to determine the distribution period. Any beneficiary that is not a designated beneficiary has a life expectancy of zero.

Required Distributions for Non-Qualified Contracts

Code Section 72(s) requires Nationwide to make certain distributions when a contract owner dies. The following distributions will be made in accordance with the following requirements:

- (1) If any contract owner dies on or after the annuitization date and before the entire interest in the contract has been distributed, then the remaining interest must be distributed at least as rapidly as the distribution method in effect on the contract owner's death.
- (2) If any contract owner dies before the annuitization date, then the entire interest in the contract (consisting of either the death benefit or the contract value reduced by charges set forth elsewhere in the contract) must be distributed within five years of the contract owner's death, provided however:
 - (a) any interest payable to or for the benefit of a designated beneficiary may be distributed over the life of the designated beneficiary or over a period not longer than the life expectancy of the designated beneficiary. Payments must begin within one year of the contract owner's death unless otherwise permitted by federal income tax regulations; and
 - (b) if the designated beneficiary is the surviving spouse of the deceased contract owner, the spouse can choose to become the contract owner instead of receiving a death benefit. Any distributions required under these distribution rules will be made upon that spouse's death.

In the event that the contract owner is not a natural person (e.g., a trust or corporation), but is acting as an agent for a natural person, for purposes of these distribution provisions:

- (a) the death of the annuitant will be treated as the death of a contract owner;
- (b) any change of annuitant will be treated as the death of a contract owner; and
- (c) in either case, the appropriate distribution will be made upon the death or change, as the case may be.

These distribution provisions do not apply to any contract exempt from Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule.

Required Distributions for Tax Sheltered Annuities, IRAs, SEP IRAs, and Roth IRAs

Distributions from a Tax Sheltered Annuity, IRA, or SEP IRA must begin no later than April 1 of the calendar year following the calendar year in which the contract owner reaches age 70½. Distributions may be paid in a lump sum or in substantially equal payments over:

- (a) the life of the contract owner or the joint lives of the contract owner and the contract owner's designated beneficiary; or

- (b) a period not longer than the period determined under the table in Treasury Regulation 1.401(a)(9)-9, which is the deemed joint life expectancy of the contract owner and a person 10 years younger than the contract owner. If the designated beneficiary is the spouse of the contract owner, the period may not exceed the longer of the period determined under such table or the joint life expectancy of the contract owner and the contract owner's spouse, determined in accordance with Treasury Regulation 1.72-9, or such additional guidance as may be provided pursuant to Treasury Regulation 1.401(a)(9)-9.

For Tax Sheltered Annuities, required distributions do not have to be withdrawn from this contract if they are being withdrawn from another Tax Sheltered Annuity of the contract owner.

For IRAs and SEP IRAs, required distributions do not have to be withdrawn from this contract if they are being withdrawn from another IRA or SEP IRA of the contract owner.

If the contract owner's entire interest in a Tax Sheltered Annuity, IRA, or SEP IRA will be distributed in equal or substantially equal payments over a period described in (a) or (b) above, the payments must begin on or before the required beginning date. The required beginning date is April 1 of the calendar year following the calendar year in which the contract owner reaches age 70½. The rules for Roth IRAs do not require distributions to begin during the contract owner's lifetime, therefore, the required beginning date is not applicable to Roth IRAs.

Due to recent changes in Treasury Regulations, the amount used to compute the minimum distribution requirement may exceed the contract value.

If the contract owner dies before the required beginning date (in the case of a Tax Sheltered Annuity, IRA, or SEP IRA) or before the entire contract value is distributed (in the case of Roth IRAs), any remaining interest in the contract must be distributed by December 31 of the fifth year following the contract owner's death or over a period not exceeding the applicable distribution period, which is determined as follows:

- (a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse, the applicable distribution period is the spouse's remaining life expectancy using the spouse's age in the calendar year of the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death. Such distributions must begin on or before the later of (a) the end of the calendar year immediately following the calendar year in which the contract owner died; or (b) the end of the calendar year in which the contract owner would have attained 70½;
- (b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter. Such distributions must begin on or before the end of the calendar year immediately following the calendar year in which the contract owner died; and
- (c) if there is no designated beneficiary, the entire balance of the contract must be distributed by December 31 of the fifth year following the contract owner's death.

If the contract owner dies on or after the required beginning date, the interest in the Tax Sheltered Annuity, IRA, or SEP IRA must be distributed over a period not exceeding the applicable distribution period, which is determined as follows:

- (a) if the designated beneficiary is the contract owner's spouse, the applicable distribution period is the surviving spouse's remaining life expectancy using the surviving spouse's birthday for each distribution calendar year after the calendar year of the contract owner's death. For calendar years after the death of the contract owner's surviving spouse, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter; or (b) the spouse's remaining life expectancy using the spouse's age in the calendar year of the spouse's death, reduced by one for each calendar year that elapsed since the calendar year immediately following the calendar year of the spouse's death;
- (b) if the designated beneficiary is not the contract owner's surviving spouse, the applicable distribution period is the greater of (a) the contract owner's remaining life expectancy using the contract owner's birthday in the calendar

year of the contract owner's death, reduced by one for each year thereafter; or (b) the designated beneficiary's remaining life expectancy using the designated beneficiary's birthday in the calendar year immediately following the calendar year of the contract owner's death, reduced by one for each calendar year that elapsed thereafter; and

- (c) if there is no designated beneficiary, the applicable distribution period is the contract owner's remaining life expectancy using the contract owner's birthday in the calendar year of the contract owner's death, reduced by one for each year thereafter.

If distribution requirements are not met, a penalty tax of 50% is levied on the difference between the amount that should have been distributed for that year and the amount that actually was distributed for that year.

For IRAs and SEP IRAs, all or a portion of each distribution will be included in the recipient's gross income and taxed at ordinary income tax rates. The portion of a distribution that is taxable is based on the ratio between the amount by which non-deductible purchase payments exceed prior non-taxable distributions and total account balances at the time of the distribution. The owner of an IRA or SEP IRA must annually report the amount of non-deductible purchase payments, the amount of any distribution, the amount by which non-deductible purchase payments for all years exceed non taxable distributions for all years, and the total balance of all IRAs or SEP IRAs.

Distributions from Roth IRAs may be either taxable or nontaxable, depending upon whether they are "qualified distributions" or "non-qualified distributions."

Additional Medicare Tax

Effective January 1, 2013, Section 1411 of the Code imposes a surtax of 3.8% on certain net investment income received by individuals and certain trusts and estates. The surtax is imposed on the lesser of (a) net investment income or (b) the excess of the modified adjusted gross income over a threshold amount. For individuals, the threshold amount is \$250,000 (married filing jointly); \$125,000 (married filing separately); or \$200,000 (single, head of household with qualifying person, or qualifying widow(er) with dependent child). The threshold for an estate or trust that is subject to the surtax is generally equal to the dollar amount at which the highest tax bracket under Code Section 1(e) begins for the taxable year. For 2018, that amount is \$12,500.

Modified adjusted gross income is equal to adjusted gross income with several modifications; consult with a qualified tax advisor regarding how to determine modified adjusted gross income for purposes of determining the applicability of the surtax.

Net investment income includes, but is not limited to, interest, dividends, capital gains, rent and royalty income, and income from nonqualified annuities. It may also include taxable distributions from, and gain from the sale or surrender of, life insurance contracts. Net investment income does not include, among other things, distributions from certain qualified plans (such as IRAs, Roth IRAs, and plans described in Code Sections 401(a), 401(k), 403(a), 403(b) or 457(b)); however, such distributions, to the extent that they are includible in income for federal income tax purposes, are includible in modified adjusted gross income.

Tax Changes

The foregoing tax information is based on Nationwide's understanding of federal tax laws. It is NOT intended as tax advice. All information is subject to change without notice. You should consult with your personal tax and/or financial advisor for more information.

In 2001, the Economic Growth and Tax Relief Reconciliation Act (EGTRRA) was enacted. EGTRRA made numerous changes to the Code, including the following:

- generally lowering federal income tax rates;
- increasing the amounts that may be contributed to various retirement plans, such as individual retirement plans, Tax Sheltered Annuities, and Qualified Plans;
- increasing the portability of various retirement plans by permitting individual retirement plans, Tax Sheltered Annuities, Qualified Plans and certain governmental 457 plans to "roll" money from one plan to another;
- eliminating and/or reducing the highest federal estate tax rates;
- increasing the estate tax credit; and
- for persons dying after 2009, repealing the estate tax.

In 2006, the Pension Protection Act of 2006 made permanent the EGTRRA provisions noted above that increase the amounts that may be contributed to various retirement plans and that expanded the portability of various retirement plans. However, all of the other changes resulting from EGTRRA were scheduled to "sunset," or become ineffective, after December 31, 2010 unless they were extended by additional legislation. The American Taxpayer Relief Act (ATRA) was enacted on January 1, 2013 and made permanent the lower federal income tax rates established under EGTRRA, except for individuals with taxable income above \$400,000 (\$450,000 for married couples) whose tax rate will revert to the pre-EGTRRA tax rate of 39.6%. ATRA also permanently provides for a maximum federal estate tax rate of 40% with an annually inflation-adjusted \$5 million exclusion for estates of persons dying after December 31, 2012. Consult a qualified tax or financial advisor for further information relating to these and other tax issues.

H.R. 1, the Tax Cuts and Jobs Act (the "Act") was enacted on December 22, 2017. The Act made numerous changes to the Code effective January 1, 2018, including the following:

- Lowered the federal individual and corporate income tax rates;
- Doubled the federal estate and gift tax exclusion amount to \$10 million;
- Eliminated the ability to recharacterize the rollover or conversion of amounts from IRAs or eligible retirement plans to a Roth IRA.

State Taxation

The tax rules across the various states and localities are not uniform and therefore are not discussed in this prospectus. Tax rules that may apply to contracts issued in U.S. territories such as Puerto Rico and Guam are also not discussed. Purchasers and prospective purchasers should consult a financial consultant, tax advisor or legal counsel to discuss the taxation and use of the contracts.



All individuals selling this product must be licensed insurance agents and registered representatives.

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