



**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") will provide the benefits described in the Contract. The Contract is provided in consideration of the application and Purchase Payment(s) made by:

THE SHELBY COUNTY GOVERNMENT 457 DEFERRED COMPENSATION PLAN, for the exclusive benefit of its Participants and their beneficiaries (the "Contract Owner").

Effective Date Of Contract:	January 1, 2004
Issue Date Of Contract:	January 1, 2004
Jurisdiction:	State of Tennessee

This Contract is issued by Nationwide and accepted by the Contract Owner subject to all the terms and conditions set forth in this document as well as any endorsements or amendments.

Executed for Nationwide on the "Effective Date of Contract" by:

Patricia B. Hatter

Secretary

Joseph J. Hooper

President

**Group Flexible Purchase Payment Deferred Managed Separate Account Annuity Contract
Non-Participating**

THE VALUES PROVIDED UNDER THIS CONTRACT ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT UNLESS OTHERWISE SPECIFIED.

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DEFINITIONS

Accumulation Account – An account established by Nationwide maintaining a record of the Contract Owner's transactions, including Purchase Payments, Surrenders, transfers, and the deduction of Contract expenses, plus interest credited pursuant to the terms of the Contract.

Accumulation Account Value – On a given Business Day, the value of Purchase Payments plus interest credited minus Surrenders.

Business Day – Each day the New York Stock Exchange and Nationwide's home office in Columbus, Ohio are open for business.

Competing Investment Option – An investment option such as a mutual fund, insurance contract, or other investment contract offered by the Plan and identified by Nationwide as having a sufficiently similar investment objective so as to attract Participant level transactions between such identified investment option and the Contract.

Contract – The terms, conditions, benefits and rights described in this document, as well as the application and any endorsements or amendments.

Contract Owner – The entity identified on the Contract Specifications Page.

Crediting Rate Formula – The formula that Nationwide uses to calculate the quarterly interest rates credited to the Accumulation Account.

Managed Separate Account – A segregated investment account established by Nationwide pursuant to Ohio Revised Code Section 3907.15 into which Purchase Payments attributable to the Accumulation Account are allocated.

Managed Separate Account Charge – A charge assessed by Nationwide for expenses in administering the Contract, including, but not limited to, investment management, custody of assets under the Contract and trading costs associated with the securities in the Managed Separate Account.

Market Value – The value of the Accumulation Account, as calculated in accordance with the Market Value of the Managed Accumulation Account section of the Accumulation Account provision of the Contract.

Nationwide – Nationwide Life Insurance Company.

Participant – An eligible employee taking part in the Plan as defined and determined by the Contract Owner.

Plan – The employer sponsored deferred compensation plan identified on the Contract Specifications Page.

Purchase Payments – New money deposited into the Contract by the Contract Owner.

Retired Participant – An employee participating in the Plan that has separated from service with the employer sponsoring the Plan.

Surrender – A withdrawal of part or all of the Market Value or Accumulation Account Value of the Contract.

GENERAL PROVISIONS**Entire Contract**

The Contract, any attached amendments or endorsements, and the application by the Contract Owner constitute the entire Contract between Nationwide and the Contract Owner.

Assignment

The Contract Owner may not assign the Contract without the written agreement of Nationwide.

Non-Participating

The Contract is non-participating and will not share in the surplus of Nationwide.

Severability

If any provision of the Contract is prohibited or becomes unenforceable for any reason it shall not invalidate or impair any of the remaining provisions of the Contract.

Currency

Nationwide will only accept Purchase Payments in the currency of the United States of America.

Information Required by Nationwide

The Contract Owner will furnish all information Nationwide reasonably requires for the administration of the Contract in a timely manner. Nationwide will not be liable for the fulfillment of any obligations that in any way depend on such information, until it is received by Nationwide in an agreed upon format.

Communication

Unless otherwise specifically noted, all communications required under the Contract will be made in writing.

Nationwide will send written communications to the Contract Owner at the address listed for the Contract Owner on the Contract Specifications Page. The Contract Owner will send written communications to Nationwide at the address listed on the Contract Specifications Page.

Participant Records

The Contract Owner, or a third party determined by the Contract Owner, will maintain records regarding individual Participant transactions.

CONTRACT EXPENSES**Premium Taxes**

To the extent that any premium taxes are assessed against Nationwide for Purchase Payments received, or for benefit payments made, Nationwide may deduct such taxes from Purchase Payments or benefit payments. Nationwide will withdraw the amount of the tax as such tax is incurred by Nationwide.

The Managed Separate Account Charge

Nationwide assesses a Managed Separate Account Charge on an annualized basis daily against the assets held in the Managed Separate Account. The Managed Separate Account Charge is specified on the Contract Specifications Page.

CONTRACT AND PLAN AMENDMENT

The terms and conditions of this Contract may be changed at any time by written agreement between the Contract Owner and Nationwide. Changes are not valid unless made in writing and signed by one of Nationwide's officers and the Contract Owner. No agent, broker, or other representative has the authority to change this Contract or to waive any of its provisions.

Unless otherwise provided, the Contract Owner will notify Nationwide thirty (30) days prior to the effective date of the following events:

1. Amendment or modification of the Plan;
2. Change in the administrative practices, including changes to the Plan's record keeper or record keeping system, adhered to by the Plan that directly or indirectly effect Nationwide; or
3. Change in the investment options offered by the Plan, including addition of investment options or alteration and/or modification of investment options.

The Plan is not a part of this Contract. Nationwide's rights and obligations are governed by the Contract.

Notwithstanding the foregoing, Nationwide may amend the Contract when, in the opinion of Nationwide, an amendment is necessary to comply with the action of any legislative, judicial, or regulatory body which impacts the Contract. In the event such amendments to the Contract cause an adverse financial impact to the Plan, the Contract may be terminated by the Contract Owner in accordance with the Termination provision.

The Contract Owner may amend the Plan when, in the opinion of the Contract Owner, an amendment is necessary to comply with the action of any legislative, judicial or regulatory body which impacts the Plan. In the event such amendments to the Plan cause an adverse financial impact to Nationwide, the Contract may be terminated by Nationwide in accordance with the Termination provision of the Contract.

INVESTMENT POLICY OF THE MANAGED SEPARATE ACCOUNT

Investments will be made in a diversified portfolio of debt obligations and commercial mortgage loans. Details of the investment policy parameters for the Managed Separate Account are specified in Exhibit A.

Assets in the Managed Separate Account are owned by Nationwide. The Managed Separate Account is legally segregated, and the reserves and other Contract liabilities with respect to the Managed Separate Account shall not be chargeable with liabilities arising out of any other business of Nationwide.

All assets allocated to the Managed Separate Account will be invested in accordance with the investment policy stated in Exhibit A.

PURCHASE PAYMENTS

The minimum initial Purchase Payment is identified on the Contract Specifications Page. Nationwide may agree to accept multiple deposits from various sources to satisfy the minimum initial Purchase Payment. If the initial Purchase Payment is not satisfied within ninety (90) days of the date the application is signed, then Nationwide may refund the Market Value of the Contract to the Contract Owner without any additional liability. Nationwide reserves the right to not accept additional Purchase Payments to the Contract.

INTEREST RATE AND MARKET VALUE

Guaranteed Quarterly Interest Rate

On the effective date of this Contract and subsequently no later than the fifth (5th) calendar day prior to the beginning of a new calendar quarter, Nationwide will declare a new quarterly interest rate that will be credited to Contract Owner's Accumulation Account beginning on the first day of the new calendar quarter and continuing until a new interest rate is declared for the subsequent calendar quarter. The interest rate is not guaranteed in the event the Contract is terminated, as provided in the Termination provision.

Calculation of Quarterly Interest Rate

The calculation of the quarterly interest rate is determined by the Crediting Rate Formula below. All interest rates are stated, and credited as, an annualized yield. The periodic quarterly interest rate shall never be less than zero percent (0%).

Crediting Rate Formula:

$$CR = (1 + AEY) * (MV / AAV)^{(1 / D)} - 1 - MSAC$$

CR = Crediting Rate

AEY = the weighted average Annual Effective Yield of the Managed Separate Account

MV = Market Value

AAV = Accumulation Account Value

D = Duration

MSAC = Managed Separate Account Charge

Market Value of the Accumulation Account

1. When prices are available from third party pricing services deemed acceptable and being utilized by Nationwide, securities in the Managed Separate Account will be priced accordingly. These third party pricing services will include, but not be limited to, commercial pricing services and primary dealers.
2. When prices are not available, as described above, or time does not permit, Nationwide will price the securities in the Managed Separate Account internally.
 - a.) For debt obligations, current market spreads, term to maturity and credit quality will be among the items considered in pricing.
 - b.) For commercial mortgage loans, current market spreads, term to maturity, property type and loan-to-value ratios will be among the items considered in pricing.
3. Securities in Managed Separate Account are priced as of the last Business Day of each month.
4. The Market Value of the Accumulation Account is the Contract Owner's pro-rata share of the Market Value of the Managed Separate Account.

SURRENDERS AND PARTICIPANT TRANSACTIONS**Surrenders**

The Contract Owner may direct Nationwide to Surrender amounts from the Contract to make Participant benefit payments or Participant exchanges to other non-Competing Investment Options offered under the Plan.

The Contract Owner must inform Nationwide in a mutually agreeable format of the amount and the date of the requested Surrender from the Contract. Nationwide will make such Surrenders from the Managed Separate Account within two (2) calendar days of receipt of such requests or in any lesser or greater period of time that may be required by law.

Surrenders made by the Contract Owner attributable to Participant directed transaction or benefit payments will be done based on the portion of the Accumulation Account Value representing such Participant transactions. Surrenders directed by the Contract Owner that are not attributable to Participant directed transactions or benefit payments, including Surrender due to the termination of the Contract, will be done at Market Value.

Exchanges and Competing Investment Options

In the event the Plan offers a Competing Investment Option(s), Nationwide will impose restrictions of individual Participant transactions between the Contract and such Competing Investment Option(s).

A Participant is not permitted to directly exchange assets attributable to the Accumulation Account to any Competing Investment Option. Nationwide will require any assets attributable to the Accumulation Account to be exchanged to, and held in, a non-Competing Investment Option for a period of at least ninety (90) days before such assets will be permitted to be exchanged to any Competing Investment Option.

Nationwide's failure to take action in any one or more instances with respect to the preceding restrictions is not, nor is it to be construed or deemed as, a further or continuing waiver of its right to enforce them.

RETIRED PARTICIPANT BENEFITS

Income Options Administered by Nationwide for Retired Participants

In accordance with this section, if a Retired Participant elects a purchased annuity option administered by Nationwide, the Contract Owner shall provide the necessary amount for those Retired Participants. The Contract Owner hereby directs Nationwide to transfer the amount needed for a purchased annuity for a Retired Participant to Nationwide's general account from which Nationwide will make the retirement income payments. The general account is not a segregated asset account and it is subject to Nationwide's claims paying ability.

Nationwide may offer the following income options to Retired Participants. Nationwide reserves the right to discontinue offering any of the options listed below. Nationwide will use its then current annuity purchase rates to calculate payments for the options described herein.

Life Income with Payment Certain

Payments will be made monthly during the lifetime of an individual. A period certain of 0, 120, 180, or 240 months may be chosen. If the individual dies prior to the end of such period certain, payments will continue to the designated beneficiary for the remainder of the selected period certain.

Joint and Survivor Life Income

Payments will be made monthly during the joint lifetime of an individual and another named individual. Payments will continue to be made as long as either is living. Payments will stop with the last payment made prior to the death of the survivor.

Other income options may be offered contingent on the mutual agreement of Nationwide and the Contract Owner. The Contract Owner may direct Nationwide to not offer any income options to Retired Participants under the Contract.

In the event this Contract is terminated in accordance with the Termination provision of the Contract, Nationwide will continue to be responsible for processing income payments for those Retired Participants with existing purchased annuities.

Beneficiary Designations

Nationwide shall maintain all information with respect to the designation of beneficiaries for Retired Participants purchasing annuities after the effective date of this Contract. In all other circumstances, the Contract Owner shall maintain all information with respect to the designation of beneficiaries for Retired Participants or Participants.

Evidence of Survival

When payment under any of the income options described herein is dependent upon a particular individual being alive, Nationwide may require evidence that such individual is currently living.

TERMINATION**Term**

The term of the Contract is listed on the Contract Specifications Page. Upon expiration of the term, the Contract will remain in force until terminated at the option of Nationwide or the Contract Owner. Prior to the expiration of the term, the Contract may not be terminated by either party except as provided in the Contract and Plan Amendment provision.

Termination

Nationwide or the Contract Owner may elect to terminate the Contract at any time after the expiration of the term or as provided for in the Contract and Plan Amendment provision. An election to terminate the Contract must be made in writing to the non-terminating party.

Upon receipt of the notification to terminate by the non-terminating party, Nationwide will Surrender the assets of the Accumulation Account of the Contract at Market Value and pay such Market Value to the Contract Owner.

Nationwide reserves the right to elect to defer payment of the Market Value of the Contract to the Contract Owner for up to sixty (60) days following the date notification to terminate is received by the non-terminating party.

Exhibit A: Managed Separate Account Investment Policy Parameters

ASSET CLASSES	RANGE	TARGET RANGE
US Treasuries	0 - 100%	25%
Investment Grade Corporates - Public	0 - 70%	30%
Collateralized Mortgage Obligations	0 - 50%	15%
Mortgage-Backed Securities	0 - 50%	5%
Investment Grade Corporates - Private	0 - 30%	5%
Asset-Backed Securities	0 - 30%	5%
Commercial Mortgage Backed Securities	0 - 15%	5%
Short Term Investments	0 - 20%	10%
Commercial Mortgage Loans	0 - 10%	0%

Notes

The target duration on all asset classes shall be 3.0 years, plus or minus 0.5 years. All ratings are based on Moody's Investors Service. The targeted average rating on investments will be AA. The minimum rating on all investment purchases at the time of such purchase shall be A.

CONTRACT SPECIFICATIONS PAGE

Contract Owner:

The Shelby County Government 457 Deferred Compensation Plan, for the exclusive benefit of its participants and their beneficiaries.

Plan:

The Shelby County Government 457 Deferred Compensation Plan, for the exclusive benefit of its participants and their beneficiaries.

Managed Separate Account Charge:

0.65% on an annualized basis. The Managed Separate Account Charge is taken daily.

Minimum Initial Purchase Payment:

\$1,000,000

Nationwide's Address:

Nationwide Life Insurance Company
5900 Parkwood Road
Dublin, Ohio 43016
Attn: VP - Public Sector Finance and Actuarial

Contract Owner's Address:

Shelby County Tennessee
1234 ABC Street
Memphis, TN
Attn:

Term of Contract:

Beginning on the Date of Issue and lasting until December 31, 2008.



Nationwide® Retirement Solutions

On Your Side™

September 14, 2010

Shelby County Government
David Pontius, Manager of Pension Investments
160 N. Main Street
Memphis, TN 38106

Re: Letter of Understanding Shelby County Deferred Compensation Plan Investment – Nationwide Life Guaranteed Separate Account

Dear Mr. Pontius:

This letter will confirm Nationwide Retirement Solutions, Inc. (“NRS”) and Shelby County’s (“County”) discussions regarding the Nationwide Life (“NWL”) Guaranteed Separate Account (“GSA”) and the County’s option to modify the duration used by NWL when calculating the GSA’s crediting rate. It is our understanding that each party will perform the following functions:

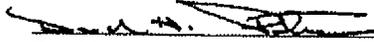
- 1.) The County’s GSA assets will remain in its current comingled pool until the County elects to terminate its existing GSA contract and enter into a new contract that permits the County’s GSA assets to be managed independently.
- 2.) NRS as the record keeper and administrator for the County’s 457 Plan will provide a reminder to the County on or around January 1, 2013, of this agreement and the County’s option to modify the duration.
- 3.) Should the County elect to exercise this option, it must provide NWL with a notice at least 120 days prior to the anticipated effective date.
- 4.) Upon notification, NWL will terminate the County’s current GSA contract, move the current day GSA assets to a new separate account and issue a new GSA contract to the County for the remaining initial contract term.

If this meets with the County’s understanding of the conversation, please sign one of the copies of this letter and return it to NRS’ office. Should you have questions, please contact the County’s Program Director, Monty Robinson at 404/451-9393 or at robinsL3@nationwide.com.

Sincerely,



Kevin O'Brien
Vice President
Nationwide Life Insurance Company



David Pontius
Manager of Pension Investments
Shelby County, Tennessee

cc: Brenda Anderson, Regional Vice President
Monty Robinson, Program Director
Claudia Gulick, Director, Relationship Management

CONTRACT SPECIFICATIONS PAGE

Contract Owner: The Shelby County Government 457 Deferred Compensation Plan, for the exclusive benefit of its Participants and their beneficiaries.

Plan: The Shelby County Government 457 Deferred Compensation Plan, for the exclusive benefit of its participants and their beneficiaries.

Managed Separate Account Charge: Up to 0.74% on an annualized basis. The Managed Separate Account Charge is taken daily.

Minimum Initial Purchase Payment: \$1,000,000

Nationwide's Address: Nationwide Life Insurance Company
5900 Parkwood Road
Dublin, Ohio 43016
Attn: VP – Public Sector Finance and Actuarial

Contract Owner's Address: 160 N. Main Street
Memphis, TN 38106
Attn: Manager of Retirement Investments

Term of Contract: Beginning on the Date of Issue and lasting until December 31, 2008.