# SUMMARY PLAN DESCRIPTION

**for Participants in the**

**NATIONWIDE CHILDREN'S HOSPITAL
DEFINED CONTRIBUTION PLAN**

**and**

**NATIONWIDE CHILDREN'S HOSPITAL, INC.
403(b) TAX-SHELTERED ANNUITY PLAN**

April 2014

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# INTRODUCTION

Your future financial security and that of your family is important to you. Looking ahead and planning now can provide financial security during your retirement years. Nationwide Children's Hospital, Inc. (the "Hospital") is pleased to be able to offer the Nationwide Children's Hospital Defined Contribution Plan (the "Defined Contribution Plan") and the Nationwide Children's Hospital, Inc. 403(b) Tax-Sheltered Annuity Plan (the "TSA") to help you achieve that goal (collectively the plans are referred to as the "Plans"). The Plans contribute to your total retirement income by providing a basic contribution from the Hospital to an account in your name, by encouraging you to adopt a personal savings program and by permitting you to share in matching contributions from the Hospital and other participating employers. (For ease of reference, the term "Hospital", as used in this Summary Plan Description, generally will refer to Nationwide Children's Hospital, Inc. and the other participating employers).

Provided that you work the requisite number of hours, as explained in the Pension Contributions section below, the Hospital will make a Pension Contribution to the Defined Contribution Plan on your behalf. In addition, under the TSA, you can save a percentage of your pay through convenient payroll deductions. Your savings will be deducted from your pay on a before-tax basis. The Hospital provides an additional boost to your savings by matching a portion of your Before-Tax Contributions with a Matching Contribution to the Defined Contribution Plan, provided that you work the requisite number of hours. You direct the Hospital contributions and your savings into the investment choices that best meet your needs. Whatever your choices, all of the earnings on your contributions to your account are tax-deferred. You are always 100% vested in your Before-Tax Contributions to the TSA and the related earnings. As further explained in this Summary Plan Description, the Matching Contributions and Pension Contributions and the related earnings are subject to a vesting schedule.

There is a complex set of tax rules associated with contributing to and receiving money from the Plans, particularly as it relates to rollovers, withdrawals and other distributions. This summary highlights certain tax implications, but is not intended to be an exhaustive explanation of tax laws. You should consult a qualified personal tax advisor when considering a rollover and before receiving money from the Plans.

This Summary Plan Description has been prepared in compliance with the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and reflects all amendments to the plan as of January 1, 2013. This summary is intended to be an easy-to-read reference to help you understand the Plans. It does not describe every feature of the Plans and is not intended to be a full statement of the actual plan documents. The official terms of the Plans are contained in the plan documents. The official documents for the Plans will control in the event of any differences or omissions from this Summary Plan Description. A separate Summary Plan Description has been prepared for employees who participate in the Hospital's supplemental retirement plan.

Please take the time to read this booklet and the other information provided with respect to the Plans to understand the valuable benefits that the Plans offer to you. If there is anything that you do not understand, or if you have any questions that this summary does not answer, the Nationwide Children's Hospital Human Resources Department will be glad to assist you.

Nationwide Children's Hospital, Inc. retains the right to interpret, to amend and to terminate the plans in whole or in part, at any time and for any reason. For further information, see the "Termination and Amendment" section below.

## HOW THE PLANS WORK

### *BECOMING AN ELIGIBLE EMPLOYEE*

<u>TSA PLAN</u>:
All employees are eligible to participate and make Before-Tax Contributions to the TSA immediately after employment. You can obtain enrollment information and materials at any time by calling TIAA-CREF at (800) 842-2252. Once you enroll in the TSA, you can use either TIAA-CREF's website or automated voice response system for your Plan transactions and inquiries. See the "Account Communications" section below for further information.

<u>MATCHING PLAN</u>:
In general, you are eligible to participate and receive Matching Contributions provided that you work 1000 hours per year and participate in the TSA program.

However, workers in the following employee classifications are excluded from receiving Matching Contributions:

1. individuals who are classified as "per diem" or "in-house agency" employees;
2. individuals who are classified as "trainees" including, but not limited to, interns and students; and
3. individuals who are classified as independent contractors, leased employees or in similar classifications regardless of whether any of these individuals are later determined to be common-law employees of the Hospital.

DEFINED CONTRIBUTION PLAN:

In general, you are eligible to participate and receive a Pension Contribution under the Hospital Defined Contribution Plan provided that you work 1000 hours per year.

However, workers in the following employee classifications are excluded from receiving Pension Contributions:

1. individuals who are classified as "per diem" or "in-house agency" employees;
2. individuals who are classified as "trainees" including, but not limited to, interns and students; and
3. individuals classified as independent contractors, leased employees or in similar classifications regardless of whether any of these individuals are later determined to be common-law employees of the Hospital

***PARTICIPATING IN THE PLAN***

TSA PLAN:

All employees of the Hospital may begin Before-Tax Contributions to the TSA immediately upon hire. You must complete the TIAA-CREF enrollment materials and a salary reduction agreement which confirms your decision to contribute a portion of your compensation to the TSA Plan. You can enroll in the TSA Plan at any time after your hire date by completing the enrollment materials and a salary reduction agreement. See the "Contributions to Your Account" section below for further information.

MATCHING PLAN:

You will begin participation in the Matching Contributions feature of the Defined Contribution Plan at the same time as you begin participation in the TSA, provided that you are in an eligible employee classification and work the required number of hours. See the "Contributions to Your Account" section below for further information.

DEFINED CONTRIBUTION PLAN:

You will participate in the Pension Contribution feature of the Defined Contribution Plan on the first day of the calendar quarter following your date of hire, provided that you are in an eligible employee classification and work the required number of hours. See the "Contributions to Your Account" section below for further information.

### *NAMING A BENEFICIARY*

When you begin participation in each Plan, you should name a beneficiary. Your beneficiary will be the person or persons you would like to receive any benefits from the Plans in case of your death. You name a beneficiary by completing the beneficiary portion of the enrollment process, or by otherwise contacting your plan vendors (see the "Account Communications" section below). If you do not name a beneficiary and you are married, your spouse is automatically named primary beneficiary of one-half of your Plan accounts and your estate is automatically named primary beneficiary for the remainder. If you do not name a beneficiary and you are unmarried, your estate is automatically named primary beneficiary for all your Plan accounts.

If you are married and wish to name someone other than your spouse you may make this change any time after the first day of the Plan Year in which you attain age 35, or if earlier, the date on which you terminate employment. Your spouse must give written consent to your choice of the alternative beneficiary. Your spouse's written consent must either be notarized or signed in the presence of a representative of the Plan Administrator. Any later change in your beneficiary will also require your spouse's written consent.

If you are married and become divorced and your former spouse is your beneficiary, your former spouse will remain as your beneficiary unless you change your beneficiary designation. If you do not want your former spouse to be your beneficiary, you must change your beneficiary by contacting your plan vendor. It will not be done automatically.

## PLAN VENDORS AND ACCOUNTS

### *YOUR CONTRIBUTIONS*

You may contribute Before-Tax Contributions to the TSA by scheduling an individual meeting with a TIAA-CREF representative or by calling TIAA-CREF's automated voice response system or telephone counseling centers at the numbers listed below:

> Teachers Insurance Annuity Association and College Retirement Equity Fund
> (TIAA-CREF)
> 485 Metro Place South
> Suite 450
> Dublin, OH 43017
> (614) 659-1000

(800) 842-2252 (automated voice response system)
(800) 842-2776 (telephone counseling)

***HOSPITAL CONTRIBUTIONS***

The Hospital's Pension Contributions and Matching Contributions will be made to:

Teachers Insurance Annuity Association and College Retirement Equity Fund
(TIAA-CREF)
485 Metro Place South
Suite 450
Dublin, OH 43017
(614) 659-1000

The Hospital's Pension and Matching Contributions will be contributed to individual accounts set up in your name.  A separate account will be established for your Before-Tax Contributions to the TSA.

You choose the amount of Before-Tax Contributions you wish to make to the TSA and this contribution amount will determine the amount of Matching Contributions the Hospital will make on your behalf.  The Hospital's Pension Contribution will be based on your eligible compensation and years of Benefit Service.  (See the "Contributions to Your Account" section below for details on Plan contributions.)  Also, you may elect the manner in which your accounts are invested.  (See the "Investment Options" section for further information.)

## CONTRIBUTIONS TO YOUR ACCOUNT

***YOUR TSA PLAN CONTRIBUTIONS***

You can contribute a portion of your pay to the TSA through Before-Tax Contributions.  Before-Tax Contributions are deducted from your pay according to your election when you enroll in the TSA.  Before-Tax Contributions are deducted from your pay before Federal income taxes are withheld.  That means you pay no Federal income taxes and, in most cases, no state income taxes on your Before-Tax Contributions until you receive a distribution or withdrawal from the TSA.  That can result in significant tax savings.  The money you save on current taxes by making Before-Tax Contributions to the TSA Plan can actually leave you with more take-home pay than if you had put the same amount into a taxable savings account, as shown in the following example:

Example: This illustration shows how you can increase your take-home pay by contributing to the TSA Plan, assuming you earn $40,000 annually, pay federal income taxes of 25% and contribute 6% of your salary into the Plan:

| | **Saving on Your Own** | **Saving through the Plan** |
|---|---|---|
| Annual Pay | $40,000 | $40,000 |
| Before-Tax Contribution (6%) | - 0 | - 2,400 |
| Taxable Income | $40,000 | $37,600 |
| Federal Taxes (25%) | $10,000 | $9,400 |
| After-Tax Savings (6%) | $2,400 | $0 |
| Take-Home Pay | $27,600 | $28,200 |
| Increase in Take-Home Pay | $0 | $600 |

This hypothetical example is for illustration purposes only. In general, income taxes on your accumulated contributions will be based on the tax rates in effect at the time you withdraw them from your Plan account. Your Before-Tax Contributions may be subject to state or local taxes and are still considered part of your taxable income for Social Security purposes. There is a dollar limit on the maximum Before-Tax Contribution you can make in any calendar year.

Under current tax laws, all assets held in the TSA accumulate tax-free while the assets remain in the TSA. Federal taxes are not due until the money is paid to you or to your beneficiary.

The first 3% of your pay that you contribute to the TSA is eligible for the Hospital's Matching Contributions. Matching Contributions are explained later in this section.

If you have attained age 50 or have at least 15 years of eligible service, you are allowed to make additional Before-Tax Contributions even if you have reached the dollar limit for the year. These additional contributions are called "catch-up contributions". Catch-up contributions are subject to a separate dollar limit.

You can find information regarding the current dollar limit and catch-up contribution limit on TIAA-CREF's website (see the "Account Communications" section below) or by contacting the Nationwide Children's Hospital Human Resources Department.

The Internal Revenue Code sets other limits on the amount of contributions that you may make to the TSA.  You will be notified if any of the limits impact you.  Contact your plan vendor for further information regarding these limits.

***CHANGING YOUR TSA PLAN CONTRIBUTIONS***

You can stop making contributions to the TSA or increase or decrease your contributions to the TSA at any time.  To make these changes, you must contact the Nationwide Children's Hospital Human Resources Department.  A suspension or change in contributions will be effective as of the next payroll period after you make your changes.  If you stop your contributions, you can begin them again as of the first day of a future payroll period.  You must contact the Nationwide Children's Hospital Human Resources Department to resume making TSA contributions.

***MATCHING CONTRIBUTIONS***

If you are eligible, the Hospital matches a portion of your Before-Tax Contributions with a Matching Contribution to the Defined Contribution Plan.  The Hospital will add 50¢ to your account for every dollar you save up to 3% of your pay.  Therefore, the maximum Hospital match is 1.5% of your pay.  The Matching Contribution is made on a per payroll basis for Hospital "benefits eligible" employees who work at least 40 hours during the pay period.  If you work less than 40 hours during a pay period, no Matching Contributions will be made for that pay period.  At year-end, the Hospital will review the Matching Contributions made for the year on behalf of all eligible employees who have completed at least 1,000 hours of service during the year.  For these employees, the Hospital will make additional Matching Contributions at year end, if required to ensure that these employees receive the total amount permitted under the Matching Plan.

Hospital Matching Contributions are made to investment options of your choosing within the TIAA-CREF platform of investment offerings.

Let's look at an example of how the Matching Contributions work.  Suppose your pay is $40,000 per year and you elect to contribute 6% of your pay to the TSA.  The monthly amounts added to your account would be as follows:

**Gross Monthly Pay: $3,333.33**

| | Your Contributions | Matching Contributions |
|---|---|---|
| 6% of pay | $ 200 | $ 50 |

As provided in the example, each month you will contribute $200 to your TSA account and you will receive $50 in Matching Contributions. Matching Contributions will be deposited to your account in the Defined Contribution Plan. As illustrated in the "Contributions to Your Account" section above, each month in which you contribute to the TSA you will increase your take-home pay relative to saving an equivalent amount outside of the Plan. Plus, saving within the Plan provides an automatic return on your money in the form of a Matching Contribution.

***PENSION CONTRIBUTIONS***

In addition to the Matching Contribution, if you are in an eligible employee classification, the Hospital will also make a Pension Contribution to your account in the Defined Contribution Plan.

The amount of the Pension Contribution varies depending on whether you have completed five years of Benefit Service. If you have not completed five years of Benefit Service as of the first day of the Plan Year (January 1) in which the Pension Contribution is made to your account, your annual Pension Contribution will be 4% of Eligible Compensation up to the Social Security Wage Base and 8% of Eligible Compensation over the Social Security Wage Base.

If you have completed five or more years of Benefit Service as of the first day of the Plan Year in which a Pension Contribution is made to your account, your annual Pension Contribution will be 5% of Eligible Compensation up to the Social Security Wage Base and 10% of Eligible Compensation over the Social Security Wage Base.

You earn a year of "Benefit Service" for each calendar year in which you complete 1,000 or more hours of service working in an eligible employee classification. In general, all work as an employee of the Hospital is work in an eligible employee classification except work in one or more of the excluded classifications identified in the "How the Plan Works" section of this summary.

Eligible Compensation is the adjusted W-2 compensation paid by the Hospital to an eligible employee once he or she becomes a participant in the Pension Contribution feature of the Defined Contribution Plan. Your adjusted W-2 compensation is your W-2 pay plus any Before-Tax Contributions to the TSA, the flexible spending accounts or 457(b) arrangements, minus any expense payments or reimbursements, moving expenses, fringe benefits, deferred compensation, welfare benefits or severance pay that may be reported on your Form W-2. The Internal Revenue Service sets an annual limit on the amount of Eligible Compensation that can be included in the Plan's contribution formulas. The Social Security Wage Base is the amount of annual compensation that is subject to Social Security taxes.

The Pension Contribution is made on a quarterly basis for Hospital "benefits eligible" employees who work at least 40 hours during those pay periods within the calendar quarter. If you work less than 40 hours during these pay periods no Pension Contribution will be made for that calendar quarter. At year-end, the Hospital will review the Pension Contributions made for the year on behalf of all eligible employees who have completed at least 1,000 hours of service during the year. For these employees, the Hospital will make additional Pension Contributions at year end, if required to ensure that these employees receive the total Pension Contribution permitted under the Defined Contribution Plan.

Hospital Pension Contributions are made to investment options of your choosing within the TIAA-CREF platform of investment offerings.

***ROLLOVER CONTRIBUTIONS***

Distributions which you receive from a previous employer's qualified retirement plan, 403(b) plan or 457(b) public plan may be rolled over into the TSA or Defined Contribution Plan. A 403(b) plan is an annuity contact plan maintained by a tax-exempt employer or educational organization. A 457(b) public plan is a plan maintained by a state or a subdivision or agency of a state. In addition, certain assets deposited in a rollover Individual Retirement Account ("IRA") may be rolled over to the TSA or Defined Contribution Plan.

A rollover to the TSA or Defined Contribution Plan may include only before-tax and employer contributions made on your behalf and the earnings on these contributions. The TSA and Defined Contribution Plan will not accept rollovers of after-tax contributions. You may be required to submit proof that funds you wish to put into a rollover account are eligible for rollover under these rules. If your account in the prior plan is distributed directly to you, the rollover must be received by the Fund Sponsor or Trustee within 60 days of the date of distribution to you. The dollar amount limits which apply to your Before-Tax Contributions do not apply to rollovers.

Rollover contributions and earnings accumulate tax-free while they remain in the TSA or Defined Contribution Plan. However, you will not receive a Matching Contribution under the Defined Contribution Plan based on a Rollover Contribution. If you question whether an account maintained in another plan is eligible for rollover or want further information about rollover contributions, contact your plan vendor (see the "Account Communications" section below).

## VESTING: YOUR RIGHT TO THE MONEY IN YOUR ACCOUNT

***YOUR CONTRIBUTIONS***

The money you have contributed to the Plans, including your Before-Tax Contributions and any Rollover Contributions you have made, as adjusted for investment gains and losses, is always 100% yours. The terminology generally used to describe this status is "fully vested" or "100% vested".

All accounts under the TSA are fully vested.

The vesting requirements applicable to the Hospital's Matching Contributions and Pension Contributions are based on the following factors:

1. The date you were hired by the Hospital;
2. The contribution source (Matching Contribution or Pension Contribution);
3. The Plan Year for which the given contribution is made; and
4. Your years of Credited Service

Becoming "vested" in an amount means that you have a nonforfeitable right to the amount. If at the time you terminate from employment with the Hospital, you are not fully vested in your Plan accounts attributable to the Hospital's Matching Contributions or Pension Contributions, you will forfeit your right to the nonvested amounts. In some cases, you may restore your rights to these nonvested amounts if you are reemployed by the Hospital before you experience five one-year Breaks in Service.

Years of "Credited Service" for these purposes means the total number of Plan Years in which you complete 1,000 hours of service with the Hospital or related employers, subject to adjustment under the Break in Service rules discussed below.

***HIRED BEFORE 2007***

If you were hired by the Hospital before 2007, you become vested in the Hospital's contributions as provided below.

MATCHING CONTRIBUTIONS

You become fully vested in the Hospital's Matching Contributions, as adjusted for investment gains and losses, after you complete three years of Credited Service. This three-year vesting schedule applies to Matching Contributions made for Plan Years beginning before January 1, 2007 and Plan Years beginning on and after January 1, 2007.

PENSION CONTRIBUTIONS

You become fully vested in the Hospital's Pension Contributions made for Plan Years beginning before January 1, 2007, as adjusted for investment gains and losses, after you complete five years of Credited Service.

You become vested in the Hospital's Pension Contributions made for Plan Years beginning on and after January 1, 2007, as adjusted for investment gains and losses, according to the following vesting schedule:

| Years of Credited Service | Vested Percentage |
|---|---|
| 2 but less than 3 | 20% |
| 3 but less than 4 | 40% |
| 4 but less than 5 | 60% |
| 5 or more | 100% |

Note: if you were hired before 2007 but you experience a Break in Service that results in your prior service being disregarded, the vesting schedules below ("Hired After 2006") will apply to any Hospital contributions made on your behalf. (See the "Break in Service" section for information regarding Breaks in Service that result in the Plan disregarding prior service.)

***HIRED AFTER 2006***

If you were hired by the Hospital after 2006, you become vested in the Hospital's Matching Contributions and Pension Contributions, as each are adjusted for investment gains and losses, according to the following vesting schedule:

| Years of Credited Service | Vested Percentage |
|---|---|
| 2 but less than 3 | 20% |
| 3 but less than 4 | 40% |
| 4 but less than 5 | 60% |
| 5 or more | 100% |

***VESTING ON DEATH, DISABILITY AND NORMAL RETIREMENT***

In addition to becoming vested in accordance with the applicable schedules above, you will also become fully vested in the Hospital's Matching Contributions, Pension Contributions, as each are adjusted for investment gains and losses, if you terminate employment with the Hospital as a result of your death or disability or after attaining normal retirement age (age 65).

***BREAK IN SERVICE***

If you fail to complete at least 501 hours of service with the Hospital or related employers during a Plan Year, you will incur a "Break in Service" for that year. A Break in Service is important because when the number of one-year Breaks in Service exceeds the greater of five or the years of Credited Service completed before the one-year Breaks in Service, years of Credited Service completed before the one-year Breaks in Service may be disregarded.

If you are absent as a result of a pregnancy, child birth or adoption, you will receive up to 501 hours of service to prevent a Break in Service. The hours of service will be credited to the Plan Year in which your absence begins, if necessary to prevent a Break in Service in that Plan Year, or the immediately following Plan Year if your absence continues. However, the hours of service granted to prevent a Break in Service are not counted for purposes of determining your eligibility for a Pension Contribution under the Defined Contribution Plan.

If you terminate employment and are not fully vested in your accounts attributable to Matching Contributions and/or Pension Contributions, the nonvested portion of your accounts will be forfeited at the time you incur five consecutive one-year Breaks in Service or when you receive payment of the vested portion of your account, if earlier. However, if you are reemployed with the Hospital before incurring five consecutive one-year Breaks in Service and you did not receive payment of the vested portion of your account, your accounts that were forfeited will be restored on the date that you are reemployed. If you did receive payment of the vested portion of your accounts and you are reemployed with the Hospital before incurring five consecutive one-year Breaks in Service, you may restore the nonvested accounts that you forfeited by making a repayment to the Plan.  The repayment amount will be the same dollar amount of your earlier payment.

### *LEAVING EMPLOYMENT*

In general, your participation in the Plans ends when you leave employment with the Hospital and related employers or when you leave employment in an eligible employee classification.  No contributions will be made following the earlier of your termination from employment or your becoming employed in an ineligible employee classification.

If you terminate from employment and are reemployed before incurring five consecutive one-year Breaks in Service, you will participate in the TSA and Defined Contribution Plan immediately upon rehire.  (For the definition of a Break in Service see the Vesting section above.)  However, if you are reemployed after incurring five consecutive one-year Breaks in Service, your period of employment after your reemployment date will not be counted for purposes of determining the vested portion of your accounts attributable to those Matching Contributions and/or Pension Contributions made in connection with your pre-Break service. Also, if you were not vested in any portion of your Matching Contribution account or Pension Contribution account at the time of your termination of employment, you will be treated as a new employee.  As a result, any periods of employment before the Breaks in Service will not count as Credited Service for vesting or as Benefit Service.

### *MILITARY LEAVE*

The Uniformed Services and Employment and Reemployment Rights Act (USERRA) is a federal law that guarantees certain rights to individuals who enter military service.  In general, you are eligible for the rights guaranteed by USERRA if:

- You give advance notice of your military leave to the Hospital or the affiliated employer with whom you work (unless notice is precluded by military necessity)
- You receive an honorable discharge
- Your leave does not exceed five years (this limit is cumulative, but does not include certain types of service such as required training for reservists or members of the National Guard)
- You report back to the Hospital (or affiliated employer) or apply for reemployment within the required time periods (details are available from the Human Resources Department)

The general rule is that if you are entitled to USERRA rights, you will earn service credit under the Plans for the military leave and may be eligible to receive a Pension Contribution to your account in the Defined Contribution Plan with respect to your period of military service. You may also be eligible to make-up Before-Tax Contributions that you were unable to make to the TSA during the military leave period and receive a corresponding Matching Contribution to the Defined Contribution Plan. Contact the Human Resources Department for further details.

## ACCOUNT COMMUNICATIONS

You can access your accounts in the TSA and Defined Contribution Plans by a variety of methods.

1. By scheduling an individual meeting with a TIAA-CREF representative listed in the "Plan Vendors and Accounts" section of this document.
2. By calling the automated voice response system or telephone counseling centers listed below.
3. By accessing your accounts on the Internet using the Internet Addresses listed below.

TIAA-CREF microsite
(800) 842-2776 (telephone counseling)
(800) 842-2252 (automated phone system)
www.tiaa-cref.org\nationwidechildrens

Fidelity
(800) 343-0860
www.fidelity.com

VALIC
(800) 488-2542
www.aig.com

VOYA
(800) 262-3862
www.voya.com

You can use the automated voice response system or internet access to get information on your current account balances, investment elections and investment option performance under the Plans, how much you are contributing to the TSA, as well as information about taking a loan of hardship or withdrawal from your accounts in the TSA. You can also use these methods to change the amount of your contribution to the TSA, change your investment elections, and model and apply for a loan or withdrawal.

## INVESTMENT OPTIONS

***MAKING YOUR INVESTMENT DECISION***

You have the opportunity to choose how each of your accounts is invested. To give you a variety of investment choices over the entire range of investment risks, there are multiple options available for you to choose from. You will be notified of any additions or changes in the investment options allowed under the Plans. You may review the current investment options available to you under the Plans by contacting the applicable Plan vendor using any of the communication methods outlined in the "Account Communication" section above. This information will also be available in the enrollment material available in Human Resources. You should contact your chosen vendor for the investment options available to you and how to transfer your account among the investment options.

You can invest all of the contributions to your accounts in one investment option, or divide the contributions in 1% increments (for example, 25% in each of four funds). For the Hospital's contributions made to TIAA-CREF, your investment election covers both the Matching Contribution and the Pension Contribution to the Defined Contribution Plan.

Your investment decisions are important to your financial future. Be sure you carefully consider each investment option before making your decisions. You are responsible for making these investment decisions. Before making your decisions, you should review the prospectuses and other relevant information on each investment option that is provided to you or otherwise made available on your vendor's website. You may obtain this information in hard copy form by contacting your vendor.

The Hospital's current selection of fund sponsors and funding vehicles is not intended to limit future additions or deletions of fund sponsors and funding vehicles. You will be notified of any additions or deletions that affect you.

***ERISA 404(c) PLAN***

The Plans are intended to constitute plans described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Title 29 of the Code of Federal Regulations Section 2550.404c-1. A "404(c) plan" provides participants and beneficiaries the opportunity to exercise control over some or all of the assets in their account and the opportunity to choose the manner in which some or all of the assets in their account are invested.  Under a 404(c) plan, the plan fiduciaries are relieved of liability for any losses which are the direct and necessary result of investment instructions given by a participant or a beneficiary.

### *CHANGING INVESTMENTS*

You can change investments in two ways:

- You can move money that is already invested into different funds.  This is known as a “transfer” or “exchange”.
- You can change how future contributions are invested.  This is an “investment allocation change” affecting only the direction of future contributions and not dollars already invested.

Both types of investment changes can be made using the internet, automated voice response system or telephone counseling system using the contact numbers identified in the “Account Communications” section above.  Any investment changes you make before 4:00 Eastern Time will be effective as of the close of business that day.  Any investment changes you make after 4:00 Eastern Time will become effective as of the close of business on the next business day.  If you elect to make a partial transfer of one account to another the minimum amount you must transfer is $1,000.

Effective October 1, 2012, all investment changes affecting the direction of future contributions must be made with TIAA-CREF, using the internet, automated voice response system, or telephone counseling system identified in the “Account Communication” section above.

Please note that there are some limitations on your ability to transfer assets between investments. Any limitations are described in the investment materials available through your vendor.  For instance, if you wish to transfer assets from the TIAA Traditional Annuity to a CREF account or the TIAA Real Estate Account, the minimum amount you may transfer is the lesser of $10,000 or the total amount accumulated in the TIAA Traditional Annuity.  In addition, the transfer from the TIAA Traditional Annuity will be made over a ten-year period unless the total accumulation in the TIAA Traditional Annuity is $2,000 or less, in which event the entire amount will be transferred as a single sum unless you have also elected previous transfers which are being made over a ten-year period.  You should understand and be comfortable with any restrictions or limitations applicable to an investment option before you decide to invest in that option.

***STATEMENT OF ACCOUNT***

The value of your account is determined as of the end of each business day. You may use the internet, automated voice response system or telephone counseling center to inquire of your account status. Each method can provide you with a:

- current account summary,
- current contribution rate,
- current investment fund allocation,
- summary of outstanding loans,
- current investment fund performance, and
- recent account activity.

Each quarter you will receive a personal statement of your account from your Plan vendors. This statement will summarize the activity in your account, the fees assessed against your account and the investment performance for prior periods. In addition, you will receive an annual statement that summarizes this activity for the most recently completed calendar year.

## DISTRIBUTIONS AND SURVIVOR BENEFITS

The normal retirement age under the Plans is age 65. However, you are eligible to receive the full amount of your accounts after the termination of your employment with the Hospital and related employers.

You must complete and file an application before you began any payment from each of the Plans. You should do this a few months before you want payments to begin. The application materials and procedures are available from your Plan vendor(s). See the “Account Communications” section for vendor information.

The Plans are designed to provide you with income during your retirement when you will no longer be working. Benefits under the Plans are generally paid in the form of an annuity—that is, a regular monthly payment that continues for your lifetime.

**Straight Life Annuity**

If you are unmarried when your payments begin, the form of annuity will be a “Straight Life Annuity” unless you elect an optional form of benefit as explained below. A Straight Life Annuity will provide monthly benefit payments for the duration of your lifetime and benefits will cease in the month following the date of your death.

**50% Joint and Survivor Annuity**

If you are married when your payments begin, the form of annuity will be a "50% Joint and Survivor Annuity" unless you elect an optional form of benefit, as explained below, and your spouse consents to the option you elect. A 50% Joint and Survivor Annuity will provide a reduced amount for your lifetime with one-half of such payment continuing for the lifetime of the spouse to whom you are married at the time payments begin, provided this spouse survives you.

Benefit payments will generally begin in the month following your retirement date or, if later, the month following the date you submit an application for benefits. As described above, you may elect to begin distribution of your accounts before reaching the normal retirement age if you have left employment with the Hospital and related employers.

Once payments begin, you may not change your elected method of payment. If you elect to receive a Joint and Survivor Annuity, your benefit will not increase if your spouse, or other beneficiary, dies before you do and you may not change your beneficiary after payments begin. Please remember the following information when making your election on the form of benefit payment:

- The monthly benefit payable under any form of annuity is based on the total amount of your accounts. The value of any form of annuity is actuarially determined in a manner that results in its value being equal to the total amount of your accounts. However, the monthly amount payable to you in the form of a Joint and Survivor Annuity is less than the amount paid under the Straight Life Annuity because more payments are expected to be paid (to you, and your surviving spouse or beneficiary) under the Joint and Survivor Annuity than under the Single Life Annuity.

- If you are married and you elect to waive the 50% Joint and Survivor Annuity, your spouse must sign a written consent form unless you elect another form of Joint and Survivor Annuity with your spouse as the beneficiary and a survivor benefit of at least 50% of the benefit that will be paid to you. This written consent is required because, in waiving the 50% Joint and Survivor Annuity, your spouse is forfeiting the right to a form of payment otherwise required by the Plans. Your spouse's signature must be notarized or signed in the presence of a representative of the Plan Administrator in the Human Resources Department. Consent forms are available from the Human Resources Department.

***OPTIONAL FORMS OF BENEFIT***

*The following description of available optional forms of benefit applies to accounts administered through TIAA-CREF. This includes your account attributable to Matching Contributions and Pension Contributions. It may also include accounts holding your own contributions (Before-Tax Contributions and Rollover Contributions) if you have these accounts administered through TIAA-CREF. For any accounts administered through other vendors, please obtain distribution information directly from the vendor. See the "Plan Vendors and Accounts" section for vendor information or visit your vendor's website (see the "Account Communications" section for website information).*

If you are unmarried you may elect to receive distribution of your accounts under any one of the optional forms of benefit offered in connection with the investment options you have chosen. If you are married, you may elect to receive your benefit under one of the optional forms offered below and/or designate a beneficiary other than your spouse by making the appropriate election and obtaining the consent of your spouse. You may also elect to receive payment under more than one form of benefit provided that the amount applied to each form of benefit may be required to satisfy certain dollar amount thresholds. In addition, you may elect to begin receiving distributions from the TIAA Traditional Annuity, CREF Account and TIAA Real Estate Account on different dates provided that any distributions from the CREF Account and TIAA Real Estate Account on different dates may begin only if each account contains at least $10,000. The optional forms of benefit available will vary depending on your investment choices and may include the following:

<u>Annuities</u> – Under this option, you may elect any annuity offered by TIAA-CREF, such as a Straight Life Annuity, Straight Life Annuity with a term certain, and a joint and survivor annuity with a guaranteed payment period of up to 20 years. You may designate your spouse as your beneficiary under a 100% Joint and Survivor Annuity, 75% Joint and Survivor Annuity or 66-2/3% Joint and Survivor Annuity in which case the spousal consent requirement described above will not be applicable.

<u>Installment Payments</u> – Under this option, you elect to receive a periodic payment for a fixed period of years. With respect to the TIAA Traditional Annuity, the payment period can range from 5 to 30 years. The payment period for the CREF Account and TIAA Real Estate Account can range from 2 to 30 years. However, you may not elect a payment period that exceeds your life expectancy or the life expectancy of you and your beneficiary. If you die during the payment period, payments will continue to your beneficiary for the fixed period of years you elected.

Retirement Transition Benefit - Under this form of payment, you may elect to receive up to 10% of the total amount of your accounts in the form of a lump sum payment with the remainder of your accounts paid in the form of an annuity or installments.  The maximum lump sum amount that can be paid from the TIAA Traditional Annuity, CREF Account and TIAA Real Estate Account under the Retirement Transition Benefit is also limited to 10% (i.e. a 10% withdrawal must be made pro-rata among the accounts, you may not receive more than 10% from any of these accounts under the Retirement Transition Benefit).

Single Lump Sum – You may elect to receive to receive distribution of the total amount of your accounts in the form of a single lump sum.  However, any assets held in the TIAA Traditional Annuity are subject to a 2.5% surrender charge and lump sum distributions from the TIAA Traditional Annuity are not available more than 120 days following the date you terminate from employment.

TIAA-CREF Systematic Withdrawals – Under this option you may specify the amount and frequency of the distributions that are made to you through the TIAA-CREF Systematic Withdrawal system.  Using this system you may modify your election, cease and recommence receiving distribution payments, and modify the frequency of the payments as your personal financial situation requires.  There is no charge from TIAA-CREF for this service but the minimum amount that can be withdrawn from an account is $100.

TIAA Interest Payment Retirement Option -  Under this option, which is only available if you are between ages 55 and 69½ and have at least a $10,000 balance in your TIAA Traditional Annuity, you may elect to receive monthly payments equal to the interest and dividends that would otherwise be credited to your TIAA Traditional Annuity.  The balance in your TIAA Traditional Annuity is not impacted when you elect this option and remains available for distribution at your election.

Minimum Distribution Option ("MDO") - The MDO enables you to automatically comply with the minimum distribution requirements of Federal law.  Under this option, you will receive an annual distribution that is equal to the minimum amount that is required to be distributed by Federal law.  Therefore, you can retain the maximum amount of assets in your accounts in the Plans.  This option becomes available in the year you attain age 70½ or retire, whichever is later.

*For complete information regarding your distribution options, please obtain distribution information directly from the vendor.  See the "Plan Vendors and Accounts" section for vendor information or visit your vendor's website (see the "Account Communications" section for website information).*

### *DEATH BENEFITS IF DEATH OCCURS BEFORE PAYMENTS BEGIN*

If you die before you begin receiving benefits the Plans provide for the payment of your accounts to your Plan beneficiary(ies). As a result, it is important for you to designate a beneficiary for your Plan accounts. If a death benefit is payable and you have not properly designated a beneficiary, payment of the death benefit will ordinarily be made to your estate, subject to the spousal beneficiary rule below.

If you are married, your spouse is automatically your beneficiary for one-half (50%) of your Plan accounts.

It is important that you periodically review your beneficiary status, and update it if necessary. If a death benefit is payable under a Plan, the Plan Administrator will pay the death benefit to the beneficiary determined in accordance with Plan rules.

**If You are Married -- Pre-Retirement Survivor Annuity**

If you are married and die before you begin receiving benefits, your spouse will be eligible to receive a Pre-Retirement Survivor Annuity. The Pre-Retirement Survivor Annuity will provide a monthly payment to your surviving spouse which is the actuarial equivalent of at least 50% of the total amount of your Plan accounts. Payments to your spouse under the Pre-Retirement Survivor Annuity will begin as soon as practicable following your death and be payable for the lifetime of your surviving spouse.

<u>Optional Forms of Death Benefit and Alternative Beneficiary</u>

You and your spouse may elect to waive the Pre-Retirement Survivor Annuity in which event the total amount of your accounts will be paid to your spouse in the form of a single lump sum payment or in another optional form of payment elected by the spouse and permitted under procedures adopted by the Plan Administrator and your Plan vendor(s). The election period for waiver of the Pre-Retirement Survivor Annuity begins on the first day of the Plan Year in which you attain age 35, or if earlier the date on which you terminate from employment, and ends on the date of your death. During this same election period, and with the consent of your spouse, you may also designate a beneficiary other than your spouse. If you designate a beneficiary other than your spouse, the beneficiary may elect the form of payment for the death benefit unless your spouse expressly restricts the form of payment in the consent form. Any spousal consent must be in writing and in accordance with the procedure adopted by the Plan Administrator. The spousal consent must be notarized or signed in the presence of a representative of the Plan Administrator in the Human Resources Department.

**If You are Unmarried**

If you are unmarried and you die before you begin to receive benefits, your beneficiary will be eligible to receive the value of your Plan accounts in the form of a lump sum. Payment of the lump sum death benefit will be made as soon as practicable following your death. In lieu of the lump sum payment, your beneficiary may elect an optional form of death benefit permitted under procedures adopted by the Plan Administrator and your Plan vendor(s).

## LOANS

***TSA PLAN***

While the Plans are designed for long-term savings, you are allowed to obtain a loan from the Before-Tax Contributions that you have contributed to the TSA while you are still employed by the Hospital. Federal tax rules govern many aspects of plan loans. You should contact TIAA-CREF for information regarding loan eligibility, loan amounts, interest rates, loan repayment and loan fees (see the "Plan Vendors and Accounts" section, above). If you are married, you will need to have your spouse consent to the Plan loan.

***MATCHING PLAN AND DEFINED CONTRIBUTION PLAN:***

Loans are not available.

## IN-SERVICE WITHDRAWALS

***TSA PLAN***

While the Plans are designed for long-term savings, you may elect to withdraw TSA Plan funds under certain circumstances while you are still employed. For example, generally you may withdraw your Before-Tax Contributions after you attain age 59-1/2 or if you experience a serious financial hardship. For a withdrawal to qualify as a serious financial hardship, it must satisfy the following two fundamental requirements:

1. Your financial need is immediate and heavy and the need is due to one of the following expenses:

    - Unreimbursed medical expenses which you, your spouse or dependents incur;

    - Costs directly related to the purchase of your home (excluding mortgage payments);

- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you, your spouse, children or dependents;

- Payments necessary to prevent eviction from your home, or to prevent foreclosure on your home mortgage;

- Payments for burial or funeral expenses for your deceased parent, spouse, child or dependent; or

- Unreimbursed expenses for the repair of damage to your home arising from a casualty loss, such as from a fire or storm.

2. The amount of the withdrawal must be necessary to satisfy your immediate and heavy financial need. This second requirement is met if you meet all of the following items:

    - The amount of the withdrawal does not exceed the amount of the financial need (including amounts necessary to pay taxes or penalties that might reasonably be expected to result from the withdrawal);

    - You first obtain all funds available by distribution, withdrawal or participant loan from the TSA Plan and any other plans maintained by the Hospital and related employers; and

    - You accept a suspension from participating in the TSA Plan for a period of six months.

You should contact TIAA-CREF for further information regarding in-service withdrawal options and the steps to take in applying for a withdrawal. See the "Plan Vendors and Accounts" section for vendor contact information. If you are married, you will need to have your spouse consent to the withdrawal.

You should be aware than any withdrawal amount will be subject to regular income taxes and may be subject to special penalty taxes. See the "Taxes" section, below, for more information.

***MATCHING PLAN AND DEFINED CONTRIBUTION PLAN***

In general, in-service or hardship withdrawals are not permitted from Matching Plan and Defined Contribution Plan accounts. However, if you continue working at the Hospital after you attain age 70-1/2 you may elect to withdraw all or a portion of your vested accounts, subject to any vendor restrictions that apply to withdrawals from your accounts. You should contact TIAA-CREF for further information.

## TAXES

While the Plans offer you important tax advantages, the Plans do not allow you to avoid taxes forever. However, taxes can be postponed or in some cases reduced by contributing to the TSA. Because tax laws are complex and change from time to time, we cannot cover all tax questions. However, we can give you some idea of what to expect when tax time finally arrives. We recommend that you discuss your individual circumstances with a qualified tax advisor.

For federal income tax purposes, the amount of your Before-Tax Contributions and the Hospital's Matching and Pension Contributions are not included in your taxable pay when the contributions are made. The same is true for rollover contributions and catch-up contributions. All of these contributions and the related earnings accumulate free of federal and state income taxes while they remain in the Plans. Taxes are not due until your account is distributed to you or your beneficiary (except in the case of a loan default).

If you receive a lump sum distribution, you may be able to transfer the assets as a rollover into an IRA or another employer's plan and postpone taxation until the money is subsequently withdrawn from the IRA or other employer's plan. If you receive a distribution before you reach age 59-1/2 and do not roll over the distribution to an IRA or another plan within 60 calendar days, you will be subject to a 10% excise tax in addition to regular income taxes as a penalty for early distribution unless the distribution is made as a result of retirement or termination of employment after you attain age 55, if the distribution was made following your death or disability, or for certain other reasons.

If you make a withdrawal or receive a single lump sum distribution that is not transferred directly to an IRA or a qualified plan of another employer, current law requires that 20% of the amount be withheld for federal income tax purposes. The tax laws are very complex and change frequently. Therefore, you should consult a qualified personal tax advisor before you receive a distribution from the Plans.

## EFFECT ON OTHER TAXES

While your Before-Tax Contributions will reduce the amount of your pay subject to federal (and, in most cases, state) income taxes, other pay-related taxes (such as Social Security and usually local income tax) are based on your total wages regardless of the amount you are contributing to the TSA. Therefore, your Before-Tax Contributions will be subject to some taxation.

## ADDITIONAL INFORMATION ABOUT THE PLAN

### *ASSIGNING YOUR BENEFITS*

The exclusive purpose of the Plans is to provide benefits for you and your survivors. Assets held by the Plans are directed to contracts maintained by the fund sponsors and cannot be used for any other purpose while the Plans continue. This applies both to the Hospital and to you. You cannot assign, transfer or pledge your benefits nor use them as collateral for any loans outside the Plan.

However, your account may be subject to offset or reduction in the following situations. First, the Plan must comply with a "Qualified Domestic Relations Order" (related to a divorce decree) issued by a court of law that requires that all or part of your benefits be paid to your spouse, former spouse, child or dependent. Specific standards must be met for the court order to be "qualified." You should understand that the Plans have no choice in these matters and must obey the order of the court. The Human Resources Department will make every effort to notify you as soon as it becomes aware of any attempts to subject your benefits to a court order. If you would like to receive detailed information on this subject, you can obtain, without charge, a copy of the Plan's procedures with respect to domestic relations orders from the Nationwide Children's Hospital Human Resources Department.

Second, if you are subject to certain types of judgments or settlements, the amount of the judgment or settlement will be offset against your account and paid to the Plans in accordance with the judgment or settlement. This offset of your account may occur to satisfy a federal tax levy or if you are convicted of a crime involving the Plans or become subject to a civil (court) judgment, or a settlement agreement with the Department of Labor or Pension Benefit Guaranty Corporation, related to the violation of the rules under ERISA related to fiduciaries.

### *ADMINISTRATION OF THE PLAN*

An Administrative Committee appointed by the Board of Trustees of Nationwide Children's Hospital, Inc. is responsible for the administration of the Plans. The Administrative Committee has sole decision-making authority regarding any question, interpretation or application of any Plan provisions. This authority includes the discretion to decide if any individual is eligible to participate in the Plans and, if the individual is a participant, whether he or she is eligible for a Plan benefit. In addition the Committee has the authority to take actions that, in its discretion, will correct Plan defects, reconcile Plan inconsistencies, equitably address Plan omissions, or remedy administrative errors. The Committee will make every effort to ensure that the Plan provisions for similarly-situated participants are put into practice uniformly. The Committee also administers the Plans' claims review and appeals process.

Costs and expenses incurred in the administration of the Plans will be paid by Nationwide Children's Hospital, or at the discretion of the Hospital, be paid from the assets of the Plans. Costs related to the purchase, sale and management of the investment options held in the Plans, including brokerage commissions and stock transfer taxes, will be paid directly by the managers of the investment funds. These costs will reduce the return otherwise realized by Plan accounts on these investments.

***FILING A CLAIM***

Ordinarily, you will contact your vendor representative for the appropriate forms and procedures to complete on application for payment. Please note that **you** are responsible for filing your claim for benefits as soon as you are eligible, or if you desire to defer receipt of your account, at the time you desire to receive the distribution of your account. A decision on your claim by the Administrative Committee will occur within a reasonable time after it receives your claim, but generally no later than 90 days after the receipt of your claim.

If the Administrative Committee denies your claim it will provide the following information to you:

(a) the specific reason for the denial of your claim;

(b) a reference to the specific provisions of the Plans on which the denial is based;

(c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary;

(d) the action you must take in order to appeal the claim denial and a statement that you or your authorized representative may review the relevant plan documents and submit issues and comments to the Hospital; and

(e) a statement that you have the right to bring a civil (court) action under ERISA Section 502(a).

***APPEALING A DENIED CLAIM***

If you or your beneficiary makes a claim under the Plans, and all or part of the claim is denied, the Administrative Committee will notify you (or your beneficiary) and provide the information contained in the previous paragraph including information on how to appeal the denial of your claim. A "claim" for this purpose includes a claim for benefits, a claim for clarification of future benefits, or any other claim under the Plans.

To properly appeal the claim denial, you must, within 60 days after receipt of the written notice of claim denial, appeal by filing a written request for review of your claim with the Administrative Committee. If you fail to file a written request for review within the 60-day time limit you will be barred from submitting the appeal. For purposes of the appeal, you or your representative may review documents that are pertinent to your claim and submit issues and comments in writing.

The Administrative Committee will render a decision with respect to your appeal within 60 days after the filing of the notice of appeal unless special circumstances or the need to hold a hearing require additional time. In such case, the decision will be made within 120 days of the date you file the notice of appeal. The Committee will provide a written decision to you that will state specific reasons for the decision and be final and binding on all interested parties. The decision on appeal will also include the following information:

(a) a reference to the specific provisions of the Plans on which the decision is based;
(b) a statement that you may review, upon request and free of charge, all documents, records and other information relevant to your claim; and
(c) a statement that you have the right to bring a civil (court) action under ERISA Section 502(a).

The exhaustion of the claims and appeals process is mandatory for resolving any claim or dispute involving the Plans. If you do not file a claim or appeal the denial of a claim in the time and manner described above, your claim or appeal will be considered waived and you will not be able to complete your claim for benefits.

Any and all civil actions brought by a claimant against a Plan, the Administrative Committee, or any other party must be commenced in the proper forum before the earlier of (i) 30 months after the claimant knew or reasonably should have known of the principal facts on which the claim is based, or (ii) 12 months after the claimant has exhausted the claims and appeals process.

***PENSION BENEFIT GUARANTY CORPORATION***

Benefits under the Plans are not insured by the Pension Benefit Guaranty Corporation (a government agency which insures certain benefits provided by other types of retirement plans) because the Plans are “defined contribution” plans.

***TERMINATION AND AMENDMENT***

Nationwide Children’s Hospital, Inc. reserves the right to amend, modify, or terminate the Plans in whole or in part at any time and for any reason. However, the Internal Revenue Code generally prohibits an amendment to the Plans that will reduce your Plan accounts as in effect immediately before the amendment. In the event that Nationwide Children’s Hospital decides to terminate the Plans, amounts credited to your account become fully vested and will be paid to you in accordance with applicable law and the provisions of the Plans.

***SPECIAL REQUIREMENTS***

Federal law requires that certain provisions of the Defined Contribution Plan, which apply to vesting and contributions, must automatically go into effect if the Defined Contribution Plan is determined to be a “top heavy” plan.  A plan is top heavy if more than 60% of the assets held under the Defined Contribution Plan are held for the benefit of “key employees”.  Key employees are officers and other highly compensated employees.

This Plan is not top heavy and is unlikely to become top heavy in the future.  If it does become top heavy, you will be notified of any related changes to the provisions of the Defined Contribution Plan.

***CONTRIBUTION LIMITS***

In addition to limits under the Internal Revenue Code on the maximum amount of contributions that can be made by and allocated to each participant, the Matching Contributions and Pension Contributions received by “highly compensated employees” are subject to testing to determine whether the highly compensated employees are receiving a disproportionate amount of the contributions.  Highly compensated employees are generally participants that earn $115,000 or more annually (this amount is indexed and may increase in future years).  If the contributions to the Plans fail the tests, the contributions of some highly compensated employees may have to be reduced or forfeited.  You will be notified if your contributions are affected by the tests.

The maximum amount of your compensation that will be considered in determining the contribution made for your benefit to the Matching Plan or the Defined Contribution Plan for any year is $260,000.  This amount is indexed and may increase in future years.

# THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

As a participant in the Plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all plan participants shall be entitled to:

**Receive Information About Your Plan and Benefits**

- Examine without charge, at the Nationwide Children’s Hospital Human Resources Department or other specified locations, all documents governing the Plans and a copy of the latest annual report (Form 5500 Series, if applicable) filed by the Plans with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Administrative Committee copies of documents governing the operation of the Plans, the latest annual report (Form 5500 Series, if applicable) and an updated Summary Plan Description. The Committee may assess a reasonable charge for the copies.

- Receive a summary of the Plans’ annual financial reports. The Administrative Committee is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plans must provide the statement free of charge.

**Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plans, called “fiduciaries” of the Plans, have a duty to do so prudently and in the interest of you and the other participants and beneficiaries in the Plans. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

**Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of a plan document or the latest annual report from the Plans and do not receive the documents within 30 days, you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials, and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plans' money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in Federal court. The court will decide who will pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim to be frivolous.

**Assistance with Your Questions**

If you have any questions about the Plans, you should contact the Administrative Committee or the Nationwide Children's Hospital Human Resources Department. If you should have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## FACT SHEET #1

| | |
|---|---|
| **Plan Name** | Nationwide Children's Hospital, Inc. 403(b) Tax-Sheltered Annuity Plan |
| **Plan Sponsor** | Nationwide Children's Hospital, Inc.<br>700 Children's Drive<br>Columbus, OH 43205<br>(614) 722-2000 |
| **Plan Administrator** | Administrative Committee<br>Nationwide Children's Hospital, Inc.<br>700 Children's Drive<br>Columbus, OH 43205<br>(614) 722-2000 |
| **IRS Employer Identification Number (EIN)** | 31-4379441 |
| **Plan Number** | 005 |
| **Fund Sponsors** | The organizations providing fund and recordkeeping services under the TSA Plan (Fund Sponsors) are identified in the "Account Communications" section, above. |
| **Agent for Legal Process** | Nationwide Children's Hospital, Inc.<br>700 Children's Drive<br>Columbus, OH 43205<br>(614) 722-2000<br><br>Legal process may also be served on the applicable Fund Sponsor and/or the Plan Administrator. |
| **Plan Year** | January 1 – December 31 |
| **Type of Plan** | The plan is an annuity contract plan maintained under Internal Revenue Code Section 403(b). The plan is also a Plan described in Section 404(c) of ERISA. |
| **Contributions** | Participants make elective deferrals pursuant to Internal Revenue Code Section 403(b). The plan accepts rollover contributions. |

# FACT SHEET #2

| | |
|---|---|
| **Plan Name** | Nationwide Children's Hospital Defined Contribution Plan |
| **Plan Sponsor** | Nationwide Children's Hospital, Inc.<br>700 Children's Drive<br>Columbus, OH 43205<br>(614) 722-2000 |
| **Plan Administrator** | Administrative Committee<br>Nationwide Children's Hospital, Inc.<br>700 Children's Drive<br>Columbus, OH 43205<br>(614) 722-2000 |
| **IRS Employer Identification Number (EIN)** | 31-4379441 |
| **Plan Number** | 004 |
| **Fund Sponsor** | TIAA-CREF<br>730 Third Avenue<br>New York, NY 10017 |
| **Plan Trustee** | JP Morgan Chase Bank, NA<br>2 Chase Plaza<br>New York, NY 10004<br>(212) 552-4000 |
| **Agent for Legal Process** | Nationwide Children's Hospital, Inc.<br>700 Children's Drive<br>Columbus, OH 43205<br>(614) 722-2000<br><br>Legal process may also be served on the applicable Fund Sponsor, the Plan Administrator and/or the Trustee. |
| **Plan Year** | January 1 – December 31 |
| **Type of Plan** | The plan is a defined contribution plan maintained under Internal Revenue Code Section 401(a). The Plan is also a Plan described in Section 404(c) of ERISA. |
| **Contributions** | The plan sponsor makes matching contributions based on deferrals to a 403(b) plan and discretionary profit sharing contributions. The plan accepts rollover contributions. |