

Account Application

Fidelity Investments 403(b) Custodial Account

Opening a New Account: Please complete this application, including the beneficiary designation, and sign it in Section 6. You may revoke the beneficiary designation and designate a different beneficiary by submitting a new Beneficiary Designation Form to Fidelity. You will receive written confirmation once your account is established. At that point, you can submit a Salary Reduction Agreement to your employer who can then forward contributions to your account.

Fees: Your account may be subject to an annual maintenance fee, recordkeeping fee, or both which will vary depending on your institution's plan size and processing requirements. Please contact Fidelity, your employer, or your tax advisor to determine your maximum allowable contribution.

Unless otherwise instructed by your employer, mail this form to:

Fidelity Investments, P.O. Box 770002, Cincinnati, OH 45277-0090

Questions? Call Fidelity Investments Tax-Exempt Services Company at **1-800-343-0860**, Monday through Friday, 8:00 A.M. - midnight ET.

1. YOUR INFORMATION

Please use a pen and print clearly in CAPITAL LETTERS.

Social Security #: - -

First Name & M.I.: Last Name:

Date of Birth: - -

Street Address: Apt. No:

City: State: Zip:

Daytime Phone: - - Evening Phone: - -

2. YOUR EMPLOYMENT INFORMATION

Name of Current Employer/Site/Division: University of Central Florida Plan #56713

Parent Organization (or related association if applicable):

Address: 12565 Research Parkway, Ste 360

City: Orlando State: F L Zip: 3 2 8 2 6

Date of Hire: - - Your Occupation:



5VFITSWGF01I

3. SELECTION OF INVESTMENT OPTIONS

Please enter the whole percentage of contributions you wish allocated to the investment options you have selected from among those available under your 403(b) plan. The allocation must total 100%. Check with your employer as to which options are available for investment under your 403(b) plan.

I would like all contributions to my 403(b) accounts invested in the following investment options (*please refer to each prospectus for the full name of each fund*). If you would like different elections for your contribution sources (e.g., employer, voluntary), and your plan allows you to, you may call Fidelity at **1-800-343-0860** to make those investment elections.

Investment Options

Please use whole percentages

Fund Name:	<input type="text"/>	Fund Code:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Percentage:	<input type="text"/> <input type="text"/> <input type="text"/>	%
Fund Name:	<input type="text"/>	Fund Code:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Percentage:	<input type="text"/> <input type="text"/> <input type="text"/>	%
Fund Name:	<input type="text"/>	Fund Code:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Percentage:	<input type="text"/> <input type="text"/> <input type="text"/>	%
Fund Name:	<input type="text"/>	Fund Code:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Percentage:	<input type="text"/> <input type="text"/> <input type="text"/>	%

Total: = 100%

4. DESIGNATING YOUR BENEFICIARY(IES)

I am: Single Married

If you are married and your plan is subject to the Employee Retirement Income Security Act (ERISA) (i.e., your employer is not a government unit or church and makes contributions to your account), and you do not designate that your spouse receive an amount equal to at least 50% (or a higher percentage, if so provided under your employer's plan) of your vested account balance in the form of a preretirement survivor annuity, then your spouse must sign the Spousal Consent portion of this form in the presence of a notary public or a representative of the plan. Please check with your employer about the spousal consent and any additional beneficiary requirements specific to your plan.

If you are married and you do not designate your spouse as your primary beneficiary for at least 50% of your account balance (as described above), this beneficiary designation becomes null and void on (a) the first day of the plan year in which you reach age 35 or (b) the date of separation from service, whichever comes first, and your spouse must complete a new spousal consent on the Beneficiary Designation Form.

You are not limited to two primary and three contingent beneficiaries. To assign additional beneficiaries, please attach, sign and date a separate piece of paper.

When designating beneficiaries, please use whole percentages and be sure that the percentages for each group of beneficiaries (primary and contingent) total 100%. If you assign a trust as a beneficiary, please include the trust's name and address and the date the trust was created.

If more than one person is named and no percentages are indicated, payment will be made in equal shares to my primary beneficiary(ies) who survives me. If a percentage is indicated and a primary beneficiary(ies) does not survive me, the percentage of that beneficiary's designated share shall be divided equally among the surviving primary beneficiary(ies).

Primary Beneficiary(ies)

I hereby designate the person(s) named below as primary beneficiary(ies) to receive payment of the value of my 403(b) account upon my death.

1. Individual or Trust Name:	<input type="text"/>	Percentage:	<input type="text"/> <input type="text"/> <input type="text"/>	%
Date of Birth or Trust Date:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Relationship to Applicant or Trustee Name:	<input type="text"/>	
2. Individual or Trust Name:	<input type="text"/>	Percentage:	<input type="text"/> <input type="text"/> <input type="text"/>	%
Date of Birth or Trust Date:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Relationship to Applicant or Trustee Name:	<input type="text"/>	

If there is no primary beneficiary(ies) living at the time of my death, I hereby specify that the value of my 403(b) account is to be distributed to my contingent beneficiary(ies) listed below.

Your primary beneficiary cannot be your contingent beneficiary.

Contingent Beneficiary(ies)

1. Individual or Trust Name: Percentage: %
Date of Birth or Trust Date: -- Relationship to Applicant or Trustee Name:
2. Individual or Trust Name: Percentage: %
Date of Birth or Trust Date: -- Relationship to Applicant or Trustee Name:
3. Individual or Trust Name: Percentage: %
Date of Birth or Trust Date: -- Relationship to Applicant or Trustee Name:

Payment to contingent beneficiary(ies) will be made according to the rules of succession described under Primary Beneficiary(ies).

5. SPOUSAL CONSENT

This section does not need to be completed if you are single, your spouse is your primary beneficiary for at least 50% of your account balance (or a higher percentage, as described in Section 4), or your plan is not subject to ERISA, as described in Section 4.

I hereby consent to the designation of the beneficiary(ies) listed above. I understand that (1) the effect of this designation is to cause some or all of my spouse's death benefit to be paid to someone other than me; (2) such beneficiary designation is not valid unless I consent to it; and (3) my consent is irrevocable unless my spouse revokes the beneficiary designation.

I acknowledge that if my spouse is currently under 35 years of age, this beneficiary designation becomes ineffective on (a) the first day of the plan year in which he/she reaches age 35 or (b) the date of separation from service, whichever comes first, and that I must complete a new spousal consent in order for such beneficiary designation to become effective.

Signature of participant's spouse:

Date:

--

To be completed by a notary public or plan representative (if provided for under the terms of your employer's plan):

Sworn before me this day -- In the State of , County of

Notary Public (provide notary stamp):

6. AUTHORIZATION AND SIGNATURE

Individual Authorization: By executing this Account Application:

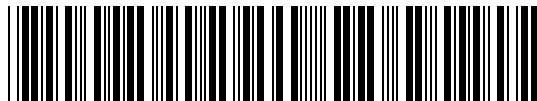
- I hereby adopt the Fidelity Investments 403(b)(7) Custodial Account (the Program) and certify that I have received and read the Custodial Agreement for the Program;
- **I acknowledge that the provisions of the Program shall be governed by the laws of the Commonwealth of Massachusetts;**
- I certify under penalties of perjury that my Social Security number in Section 1 of this form is correct
- I acknowledge that I have read the prospectus of any mutual fund in which I invest and agree to the terms
- **I understand that my account may be subject to an annual maintenance and/or recordkeeping fee**
- I understand that I may designate a beneficiary for my assets accumulated under the Program, and that if I choose not to designate a beneficiary, my beneficiary will be my surviving spouse or, if I do not have a surviving spouse, my estate
- I am aware that the beneficiary information included in this form becomes effective when delivered to Fidelity and will remain in effect until I deliver to Fidelity another completed and signed Beneficiary Designation Form with a later date
- I am aware that the beneficiary information provided herein shall apply to all my 403(b) accounts with Fidelity for which Fidelity Management Trust Company (or its affiliate and/or any successor appointed pursuant to the terms of such 403(b) accounts, as applicable) acts as custodian, and shall replace all previous designation(s) I have made on any of my 403(b) accounts
- I recognize that although Fidelity Management Trust Company is a bank, neither Fidelity Distributors Corporation nor any mutual fund in which my 403(b) account may be invested is a bank, and mutual fund shares are not backed or guaranteed by any bank or insured by the FDIC.

Your Signature:

Date:

--

Don't forget to sign!



7

Fidelity Investments
Section 403(b)(7)
Individual Custodial Account Agreement

AMENDMENT FOR DESIGNATED ROTH CONTRIBUTIONS

This Amendment to the Fidelity Investments Section 403(b)(7) Individual Custodial Account Agreement (the “Agreement”) is made pursuant to Section 13.1(a) of the Agreement and must be read and interpreted in conjunction with the Agreement. The provisions of this Amendment shall supersede any conflicting provisions of the Agreement. All capitalized terms herein have the same definitions as in the Agreement, unless otherwise defined in this Amendment.

This Amendment sets forth new provisions related to Designated Roth Contributions to the Account. It is intended as good faith compliance with the requirements of Code Section 402A and is to be construed in accordance with related guidance. This Amendment shall be effective as to an Account as of the date Designated Roth Contributions are made available by the Employer or provided for in the Plan, but in any event, not earlier than January 1, 2006. As of such date, the Plan will accept Designated Roth Contributions made on behalf of Participants to the Account. A Participant’s Designated Roth Contributions will be allocated to a separate account maintained for such deferrals as described herein. Unless specifically stated otherwise, Designated Roth Contributions will be treated as Salary Reduction Contributions for all purposes under the Plan and the Agreement.

1. Article 1.1, Accounts, is amended by inserting the following at the end thereof:

“Contributions and withdrawals of Designated Roth Contributions will be credited and debited to the Designated Roth Contribution Account maintained for each Participant. The Custodian shall keep a record of the amount of Designated Roth Contributions in each Participant’s Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis to each Participant’s Designated Roth Contribution Account and the Participant’s other Accounts under the Plan. No contributions other than Designated Roth Contributions and properly attributable earnings shall be credited to each Participant’s Designated Roth Contribution Account.”

2. Article 1.13 is amended by inserting the following at the end thereof:

“Notwithstanding the foregoing, a direct rollover of a distribution from a Designated Roth Contribution Account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).”

3. Article 1, Definitions, is amended by inserting the following definition at the end thereof:

“1.31 Designated Roth Contribution

A Participant’s Salary Reduction Contribution to the Account, which the Participant irrevocably designates at the time of the salary deferral election as a Designated Roth Contribution that is being made in lieu of all or apportion of the Salary Reduction Contributions that the Participant is otherwise eligible to make under the Plan, and is treated by the Employer as includible in the Participant’s income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election. Notwithstanding the foregoing, in the case of a written Plan, if the Plan explicitly prohibits or does not provide for the ability to make Designated Roth Contributions pursuant to Code Section 402A, Designated Roth Contributions shall not be available under this Agreement.”

4. Article 3.1(g) (Rollover Contributions) is amended by inserting the following at the end thereof:

“Notwithstanding the foregoing, unless the Plan specifically states to the contrary, the Plan will accept a Rollover Contribution to a Designated Roth Contribution Account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c). The Custodian shall be entitled to rely on the statements of the prior plan administrator relating to any Rollover Contributions of Designated Roth Contribution amounts.”

5. Article 3.3 (Contribution Excesses) is amended by adding the following at the end thereof:

“(d) Correction of Excess Contributions.

If the Custodian receives timely written notification, including explicit instructions regarding the return of Designated Roth Contributions before or after pretax Salary Reduction Contributions, the Custodian shall make reasonable efforts to distribute Excess Contributions and its net income, if any, to the Participant no later than April 15 of such following calendar year. Such designation must be made in accordance with the terms of the written Plan, if any. If no instructions or designations are received in a timely manner by the Custodian, the Custodian shall distribute pretax Salary Reduction Contributions first in the case of Excess Deferrals.”

6. Article 5.1(a) (Rollovers To the Account) is amended by restating the last sentence to read as follows:

“Rollovers of Employee After-Tax Contributions and Designated Roth Contributions shall each be accounted for separately under the Account to the extent so identified by the Participant.”

7. Article 5.1(b) (Rollovers From the Account) is amended by inserting the following text at the end of the second sentence:

“, or, effective for distributions made after December 31, 2005, Designated Roth Contributions which may not be includible in gross income.”

8. Article 9.2 (Tax Withholding) is amended by adding the following at the end thereof:

“Notwithstanding the foregoing, the Custodian shall perform tax withholding and reporting with respect to withdrawals of Designated Roth Contributions and the earnings thereon in accordance with the applicable IRS guidance.”



Fidelity ICA Designated Roth Contributions Amendment, effective January 1, 2006.

© 2006 FMR Corp. All rights reserved.

Fidelity Investments Tax-Exempt Services Company
A division of Fidelity Investments Institutional Services Company, Inc.
82 Devonshire Street, Boston, MA 02109