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**MOODY'S APPLICATION & FEE SCHEDULE FOR
LOCAL GOVERNMENT ISSUERS**

The undersigned hereby applies for a Moody's rating, as described in this Application.

ISSUING AUTHORITY NAME

BORROWING ENTITY'S NAME

The undersigned agrees to furnish to Moody's and/or where the undersigned is not the Issuer, will procure that the Issuer furnishes Moody's with pertinent financial reports and other information and data required by Moody's, in its sole discretion, in order that Moody's may appraise the Issuer or the specific issue. The undersigned also agrees on an ongoing basis to provide or procure the provision of updated information, including periodic financial reports, and copies of compliance certificates, amendments or waivers, and any other pertinent information which may be necessary for the purposes of monitoring the rating. The undersigned agrees and acknowledges that Moody's will rely on such information in its analysis and will not verify, audit or validate independently any information provided by the undersigned to Moody's. The undersigned warrants that all information supplied is true, accurate and complete in all respects. The terms of this Application supersede any other terms and conditions relating to the information, including terms and conditions of any website or electronic data room in which any of the information is posted, which terms and conditions will not apply to Moody's.

The undersigned agrees to pay or where the undersigned is not the Issuer will ensure that the Issuer will pay and, if the Issuer does not pay, will itself pay fees in accordance with the attached Fee Schedule. Moody's reserves the right to revise this Application and Fee Schedule.

This Application will renew annually on the anniversary of the date executed unless Moody's or the undersigned provides thirty (30) days prior written notice. Any termination of this Application shall not restrict Moody's from maintaining, revising or withdrawing any rating on the undersigned or any third party.

It is understood that Moody's rating, if assigned, will be subject to revision or withdrawal by Moody's at any time, without notice if information (or lack of information) warrants such action, in the sole opinion of Moody's.

Moody's is not providing and shall not provide any financial, legal, tax, advisory, consultative or business services to the undersigned or the Issuer, or advice on structuring transactions or drafting or negotiating transaction documentation. The Issuer and/or the undersigned should take their own legal, tax, financial and other advice when structuring, negotiating and documenting transactions. A rating opinion or discussions with Moody's analysts shall not be deemed as rendering advice on business operations. Any rating must be construed solely as a statement of opinion and not a statement of fact, an offer, invitation, inducement or recommendation to purchase, sell or hold any securities or otherwise act in relation to the Issuer or any other entity or otherwise in connection with any associated transaction or any other matter.

This Fee Schedule sets out Moody's fees for the period 1/1/2010 to 12/31/2010. Moody's reserves the right to revise this Fee Schedule from time to time. If Moody's does not revise this Fee Schedule, the current Fee Schedule will also apply in subsequent periods. Please request a current Fee Schedule at the time of your rating assignment.

**MOODY'S APPLICATION & FEE SCHEDULE FOR
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Moody's does not guarantee the correctness of any information, rating or communication relating to the undersigned or the Issuer. Moody's shall not be liable in contract, tort or otherwise to the Issuer or the undersigned or any other third party for any loss, injury or cost caused to the Issuer or the undersigned or any other third party, in whole or in part, including by any negligence (but excluding fraud, dishonesty and/or willful misconduct or any other type of liability that by law cannot be excluded) on the part of, or any contingency beyond the control of, Moody's or any of its employees or agents, in the procuring, compilation, analysis, interpretation, communication, dissemination, or delivery of any information or rating relating to the undersigned or the Issuer. The undersigned will indemnify and hold harmless Moody's and all of its directors, officers, employees, agents and affiliates from any claims of whatever nature (whether foreseeable or not) arising from or in connection with this Application and Fee Schedule or the delivery to the undersigned or the Issuer of, or reliance by the undersigned or the Issuer or by any third party on, the rating or any breach of this Application and Fee Schedule by the undersigned or the Issuer, save that the terms of this paragraph shall not apply to the extent that any such claim arises by reason of any fraud or willful misconduct on the part of Moody's other than to the extent such claim derives from the misuse of the rating or from any reliance otherwise acknowledged as inappropriate.

The undersigned agrees that any rating requested and assigned shall only be used for its intended purpose. For the avoidance of doubt and as an example, an issuer that requests and is assigned an Issuer rating shall not represent such rating as the rating which would be applicable to any of its securities.

It is understood that Moody's may use third party contractors or agents bound by confidentiality obligations to assist in the ratings process and its related business and research activities. In this Application, Moody's refers to the Moody's entity specified above and all its relevant group companies, unless otherwise specified. Moody's may assign this Application to any other Moody's group company and Moody's group companies are entitled to the benefit of the protective provisions in this Application.

Except where prohibited by law, the undersigned warrants that neither it nor the Issuer is owned or controlled, directly or indirectly, by any person or government from countries that are subject to economic, trade, or transactional sanctions imposed by the United States Government, including but not limited to Burma, Cuba, Iran, North Korea, Syria, or Sudan and that neither it nor the Issuer or any of their owners, directors, officers, employees, or group companies appears on any lists of known or suspected terrorists, terrorist organizations or other prohibited persons made publicly available or published by any agency of the government of the United States or any other jurisdiction in which the undersigned or the Issuer or any of their group companies are doing business, including but not limited to the List of Specially Designated Nationals and Blocked Persons ("SDNs") maintained by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. The undersigned agrees that it will notify Moody's if these circumstances change.

To the extent Moody's publishes written research or press releases specifically regarding the Issuer, as a direct result of this Application, and Issuer desires to link to or post same on its website, the undersigned agrees to the terms and conditions contained in Appendix A.

For information on how we process and protect personal data, please see our Privacy Policy available at moodys.com.

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Notwithstanding any past communications or dealings of the parties or anything herein to the contrary, Moody's does not consent to the use of its rating in any registration statement or prospectus. For the avoidance of doubt, without, in each case, the prior written authorization of Moody's, which authorization may be withheld or withdrawn in the sole discretion of Moody's, neither the fact that the undersigned has applied to Moody's for a rating as described in this Application, that Moody's has reviewed information provided by the undersigned in connection with this Application, that Moody's has assigned a rating in connection with this Application nor the rating, if any, assigned by Moody's in connection with this Application may be quoted, summarized, incorporated by reference, linked to by hyperlink or otherwise disclosed or used in any registration statement or prospectus, or in any other way referenced, disclosed or disseminated in any other written communication (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) by the undersigned or by any other offering participant in a manner that would require Moody's consent to be filed with the SEC.

This Application shall be governed by and construed in accordance with the laws of the State of New York in the United States of America and subject to the exclusive jurisdiction of the courts of the State of New York in the United States of America.

(Please Print or Type)

APPLICANT: _____

BY: _____ TITLE: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____ EMAIL: _____

AUTHORIZED BY: _____ DATE: _____
Signature

Payment of fees is due on receipt of an invoice.

Please do not return this Application or Fee Schedule to any member of the analytic team involved in the rating process (including managers). Please return this application to Moody's Issuer Relations team.

If you have any questions, please contact Moody's Issuer Relations at (212) 553-4055.

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Moody's Public Finance Group 2010 Rating Fee Schedule Local Governments

Moody's Code of Professional Conduct states we "will not have Analysts who are directly involved in the rating process initiate, or participate in, discussions regarding fees or payments with any entity they rate." Therefore, please do not return this rating application or fee schedule to any member of the analytic team involved in the rating process (including managers), or include the analytic team (including managers) in any fee-related correspondence. Moody's maintains a separate, dedicated group not involved in the rating process for handling Applications, Fee Schedules and fee and payment discussions. If you have any questions regarding this Application or Fee Schedule, please contact Moody's Issuer Relations.

Moody's rating fees are shown in the schedule below.

Issue Size	General Obligation Bonds	Revenue, Lease, Special Tax & State Revolving Fund Bonds	Short Term Notes
Less than \$1 mil.**	\$5,100	\$7,900	\$4,800
\$1 mil to \$2.9 mil.	\$6,200	\$7,900	\$4,800
\$3 mil. to \$4.9 mil.	\$7,600	\$7,900	\$5,300
\$5 mil. to \$9.9 mil	\$9,600	\$12,600	\$5,800
\$10 mil. to \$14.9 mil.	\$11,000	\$13,900	\$7,000
\$15 mil. to \$19.9 mil.	\$12,300	\$15,400	\$8,100
\$20 mil. to \$24.9 mil.	\$14,500	\$17,600	\$9,800
\$25 mil. to \$34.9 mil.	\$16,400	\$19,700	\$11,300
\$35 mil. to \$44.9 mil.	\$18,200	\$22,100	\$13,100
\$45 mil. to \$54.9 mil.	\$20,400	\$25,000	\$14,000
\$55 mil. to \$64.9 mil.	\$22,600	\$28,400	\$15,200
\$65 mil. to \$74.9 mil.	\$24,700	\$31,300	\$16,400
\$75 mil. to \$84.9 mil.	\$28,000	\$37,800	\$18,300
\$85 mil. to \$99.9 mil.	\$32,800	\$46,300	\$20,300
\$100 mil. up to \$1 bil.	3.75 basis points of final par to a max of \$98,400		2.1 basis points of final par to a max of \$79,000
\$100 mil. up to \$300 mil.		4.75 basis points of final par to a max of \$109,900	
\$300 mil. up to \$500 mil.		\$121,600	
\$500 mil. up to \$1 bil.		\$138,900	
\$1 bil. and over	Case by case	Case by case	

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Bond Anticipation Notes:

Issue Size	Standard Fee
Less than \$2,000,000	\$1,950
\$2,000,000 - \$2,999,999	\$2,200
\$3,000,000 - \$4,999,999	\$2,500
\$5,000,000 - \$9,999,999	\$3,300
\$10,000,000 - \$14,999,999	\$4,400
\$15,000,000 - \$19,999,999	\$5,800
\$20,000,000 - \$24,999,999	\$7,200
\$25,000,000 - \$34,999,999	\$8,300
\$35,000,000 - \$49,999,999	\$9,400
\$50,000,000 - \$74,999,999	\$13,200
\$75,000,000 - \$84,999,999	\$16,600
\$85,000,000 - \$99,999,999	\$19,300
\$100,000,000 and over	2.10 Basis Pts. to a max of \$71,650

Commercial Paper

The Initial and annual fee for program sizes less than \$100m is \$15,500 and \$18,000 if greater than \$100m. Annual fees will be discounted for multiple programs.

Variable Rate Issues

Initial and annual fees for Variable Rate issues are as follows:

Initially: Additional \$5,000 added to the long term fees.

Annual Fees - based on principal amount (Excludes self-liquidity):

Less than \$5m	\$2,500
\$5m - \$9.9m	\$4,500
\$10m and over	\$6,500
Self Liquidity	\$11,000

Annual Fees are non-refundable.

Amendments to existing variable rate transactions

\$1,000	Applies to extension of credit or liquidity enhancement
\$1,000 - \$2,500	Applies to affirmation of rating.
\$5,500	Applies to substitution of credit or liquidity enhancement. When there are multiple deals with identical documents, the fee for the first deal will be \$5,500. The fee for each additional deal will be \$2,750.
80% of new issuance fee	Applies to restructuring of security and complex substitutions, i.e., when the replacement credit or liquidity enhancement is a different type of enhancement vehicle.

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Moody's Public Finance Group 2010 Rating Fee Schedule Local Governments

Bank Bonds

A \$5,000 fee will be charged for Bank Bond Ratings assigned in conjunction with the rating of the initial bonds.

Termination of Rating Process

Applicable when substantial analytical research is provided, but the rating process is terminated. The fee is 70% of what the fee would have been if the rating process had not been terminated. This fee is payable at the time of the termination of the rating process. However, if the issue is reactivated and a rating is assigned within six months of the termination of the rating process, this fee will be credited against the applicable rating fee. Any excess over the actual charges for the definitive rating is non-refundable.

Postponed/Canceled Sales

The fee for an issue that has been assigned a rating and is subsequently canceled or postponed will be 70% of that which would have been applicable had the issue sold. The fee is payable at the time of cancellation or postponement. If the issue sells within six months, the balance of the original fee will be invoiced. Any excess over the actual charges for the definitive rating is non-refundable.

Indicative Rating Service

The fee for an issue that has been assigned a preliminary rating indicator will be 70% of the standard fee. If an application for a public underlying and/or insured rating is received within six months of the assignment of the indicative rating, the indicative rating fee will be credited against the charges outlined on the current fee schedule. Moody's reserves the right to publish its ratings upon any public disclosure of the ratings. Any excess of the indicative rating fee over the actual charges for the subsequently assigned definitive rating is non-refundable.

Preferred Pricing

Preferred Pricing is applied only in circumstances where Moody's has rated an issue during the prior 12 months and there are no outstanding unpaid rating fees. Moody's normal BAN rating fees are discounted for preferred pricing clients. Contact the Moody's Issuer Relations Team to verify eligibility.

Preferred Pricing clients issuing bonds in the amount of \$500,000 or less would be charged \$1,500.

Complex Financings

Moody's may charge an additional fee of up to \$100,000 for certain types of complex financings. Please contact the Issuer Relations Team to discuss whether such complex deal fees apply to a planned financing.

Rapid Turnaround

A fee of up to \$5,000 may be charged at Moody's sole discretion if there is a request for expedient delivery of a rating.

Pooled financings, letters of credit and structured issues are not included in any of the above rates.

Moody's reserves the right to change rating fees without prior notification.

All inquiries may be directed to Issuer Relations at (212) 553-4055.

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Appendix A

Web Posting / Linking Terms and Conditions

To the extent Moody's publishes written research or press releases specifically regarding the Issuer, as a direct result of this Application ("Issuer Research"), and Issuer desires to link to or post same on its website, the following terms will apply.

The undersigned is hereby granted a royalty-free, non-sublicensable (except as to the Issuer, if the undersigned is not the Issuer), revocable license to post Issuer Research on the Issuer's website (or to post a link to the page on Moody's website where such Issuer Research appears), subject in all cases to the following restrictions. Where the undersigned is not the Issuer, the undersigned agrees that it shall procure that the Issuer complies with all the conditions pertaining to posting or linking to Issuer Research as set forth herein. All Issuer Research and all trademarks and logos contained therein are the intellectual property of Moody's or its affiliates, and all rights not expressly granted herein are reserved.

In no event shall the Issuer Research include any pre-sale reports (prior to initial sale of the relevant security), non-public, or unmonitored ratings. Only the most recent Issuer Research may be posted, in the exact form and format provided by Moody's without any alterations or editing whatsoever (including all disclaimers, logos, and proprietary rights notices thereon). All outdated Issuer Research must be promptly deleted and updated Issuer Research posted promptly after it is published by Moody's. Any links to or posting of Issuer Research shall be indicated by Moody's corporate name only in plain text font, and may not display Moody's logo under any circumstances. Issuer Research or links to Issuer Research may only be displayed on the investor relations portion of the relevant website (or an analogous area where general corporate information is displayed) and not on any portion of the site (or in any hard copy form) for the purpose of marketing, promotion or advertising. Issuer Research may not be posted, linked to, displayed, or otherwise used in connection with a prospectus, "road show" deck, or any other document related to the offering of securities.

The undersigned, on behalf of itself and the Issuer, agrees and acknowledges that it is solely responsible for compliance with all laws, rules, and regulations including but not limited to applicable securities laws, in connection with the posting or linking to the Issuer Research. The undersigned (on behalf of itself and Issuer, if different entities) hereby agrees to indemnify and hold Moody's, its affiliates, and all of their respective employees, officers, directors, representatives, agents, successors, and assigns, harmless against any and all losses, claims, damages, costs or injury (including without limitation attorneys' fees), in whole or in part caused by, resulting from or relating to, posting or linking to the Issuer Research.

This license shall terminate as of the date that the undersigned and/or this Issuer are no longer active Moody's clients; or upon advance written notice from Moody's at any time. Upon termination, all posting and linking to Issuer Research permitted hereunder must cease immediately.

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