

May 1, 2013

The Metropolitan Council  
390 N Robert Street  
St Paul, MN 55101  
Attn: Pat Born, Regional Administrator

Re: No Lien or Setoff

Ladies and Gentlemen:

The Metropolitan Council ("Company" or "you") have informed us that you are maintaining certain accounts (the "Accounts") with Wells Fargo Bank, N.A. ("Bank" or "we"), for the exclusive benefit of your customers, which accounts are set forth on Schedule A, attached hereto.

You have represented and warranted to us that all funds deposited into the Accounts are being held by us for the exclusive benefit of third parties. The Accounts are separate and distinct from any other account maintained by us.

In consideration of Bank consenting to maintain the Accounts subject to the terms hereof, and notwithstanding the terms of the Wells Fargo Commercial Account Agreement and Wells Fargo Master Agreement for Treasury Management Services to the extent those terms expressly conflict with the terms of this letter, it is understood and agreed as follows:

1. We hereby agree that no asset in the Accounts shall, at any time, secure, directly or indirectly, any loan made to you by us, nor shall any such asset be subject to any right, charge, set-off, security interest, lien or claim of any kind in favor of us or any person claiming through us.
2. Notwithstanding anything in the foregoing to the contrary, we will retain the right to charge back to the Accounts any items credited to the Accounts which are subsequently dishonored or otherwise returned for any reason. You shall be responsible to Bank as a general endorser of all such items, whether or not actually so endorsed.
3. We will have the right to impose charges related to the servicing and maintenance of the Accounts. We agree that payment of such charges will not be deducted against the Accounts; provided, you agree to promptly pay such charges when due and payable in immediately available funds.
4. We are entitled to rely on the presumption that any withdrawal from the Accounts by you is in conformity and compliance with applicable laws, rules, regulations or agreements, without any further inquiry. You understand and agree that we are not responsible for insuring your compliance with such applicable laws, rules, regulations or agreements.

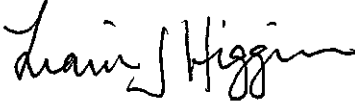
Together we'll go far



5. The Accounts are subject to, and our operation of the Accounts, will be in accordance with the terms and conditions of the account documentation in effect between us from time to time. In the event of an express conflict between this letter and such account documentation, this letter will control.

This letter and the terms contained herein shall be effective upon your acknowledgment and return of this letter.

Very truly yours,



Wells Fargo Bank, N.A.  
Liam J. Higgins  
Vice President

ACKNOWLEDGED AND AGREED TO AS  
OF THE DATE SET FORTH ABOVE:

The Metropolitan Council

By: \_\_\_\_\_

Name: Susan Haigh

Title: Council Chair

By: \_\_\_\_\_

Name: Pat Born

Title: Regional Administrator

By: \_\_\_\_\_

Name: Mary Bogie

Title: Treasurer

## Schedule A

### Metropolitan Council Accounts

FAHP Checking -xxxxxx1746

FAHP Savings Account-xxxxxx0604

HUD Receipts Accounts-xxxxxx1753