

# Help for America's Homeowners



Scotiabank de Puerto Rico  
[REDACTED]

280 Ave. Jesus T. Pinero  
San Juan, PR 00918

Re: Termination of Agreement relating to Making Home Affordable® Program (“Program”); Program Registration No. [REDACTED]

Dear [REDACTED]:

Reference is hereby made to the Assignment and Assumption Agreements set forth in the attached appendix (collectively, the “Agreements”).

All terms used but not defined herein shall have the meanings ascribed to them in the Agreement(s).

Pursuant to the Agreement(s), the Assignor(s) assigned to Scotiabank de Puerto Rico (“Servicer”) the Assigned Rights and Obligations relating to the Eligible Loans identified on Schedule 1 to the Agreement(s), and Servicer assumed those Assigned Rights and Obligations. Pursuant to Section 6 of the Underlying Agreements, this letter serves as notification by Fannie Mae of the termination of the Agreement(s).

FANNIE MAE, solely as Financial Agent of the United States of the Treasury

By: [REDACTED]  
DocuSigned by: [REDACTED]

Name: John J. Vinci  
Title: Director, Making Home Affordable Program Administration  
Date: 9/10/2020 | 10:43 AM EDT

## APPENDIX

<b>Deal ID</b>	<b>Transferor Name</b>	<b>Transferee Name</b>	<b>Agreement Date</b>
3478	RG Mortgage	Scotiabank de Puerto Rico	4/30/2010
700014630002	RG Mortgage	Scotiabank de Puerto Rico	9/21/2010
700146230002	RG Mortgage	Scotiabank de Puerto Rico	9/21/2010
800014601472	RG Mortgage	Scotiabank de Puerto Rico	9/21/2010

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is entered into as of September 21, 2010 by and between **RG Mortgage Corp.** ("Assignor") and **Scotiabank de Puerto Rico** ("Assignee"). All terms used, but not defined, herein shall have the meanings ascribed to them in the Underlying Agreement (defined below).

WHEREAS, Assignor and Federal National Mortgage Association, a federally chartered corporation, as financial agent of the United States ("Fannie Mae"), are parties to a Commitment to Purchase Financial Instrument and Servicer Participation Agreement, a complete copy of which (including all exhibits, amendments and modifications thereto) is attached hereto and incorporated herein by this reference (the "Underlying Agreement");

WHEREAS, Assignor has agreed to assign to Assignee all of its rights and obligations under the Underlying Agreement with respect to the Eligible Loans that are identified on the schedule attached hereto as Schedule 1 (collectively, the "Assigned Rights and Obligations"); and

WHEREAS, Assignee has agreed to assume the Assigned Rights and Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights and obligations under the Underlying Agreement with respect to the Assigned Rights and Obligations.
2. Assumption. Assignee hereby accepts the foregoing assignment and assumes all of the rights and obligations of Assignor under the Underlying Agreement with respect to the Assigned Rights and Obligations.
3. Effective Date. The date on which the assignment and assumption of rights and obligations under the Underlying Agreement is effective is October 1<sup>st</sup>, 2010.
4. Successors. All future transfers and assignments of the Assigned Rights and Obligations transferred and assigned hereby are subject to the transfer and assignment provisions of the Underlying Agreement. This Assignment and Assumption Agreement shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties hereto.
5. Counterparts. This Assignment and Assumption Agreement may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee, by their duly authorized officials, hereby execute and deliver this

**ASSIGNOR: RG Mortgage Corp.**

**ASSIGNEE: Scotiabank de Puerto Rico**

Name: Shellie Harvey  
Title: President  
Date: 9/29/2010

Name: Fernando Cruz  
Title: Servicing Manager  
Date: 9/29/2010

Assignment and Assumption Agreement, together with Schedule 1, effective as of the date set forth in Section 3 above.