

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is ~~entered into as of August 1, 2016 by and between M&T BANK ("Assignor") and STATE OF~~ MARYLAND COMMUNITY DEVELOPMENT ADMINISTRATION ("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. Acknowledgement. The parties acknowledge that Assignee is a principal department of Maryland State government and that Maryland law will govern all matters relating to the powers and authority of Assignee to meet its obligations set forth in the Underlying Agreement, notwithstanding any other provision in the Underlying Agreement to the contrary. The parties agree that Assignee's indemnification obligations set forth in Article 10 of the Financial Instrument shall be limited to that scope of indemnification as is permitted to be made by Assignee under Maryland law.
4. Effective Date. The date on which the assignment and assumption of rights and obligations under the Underlying Agreement is effective is November 1, 2015.
5. 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.

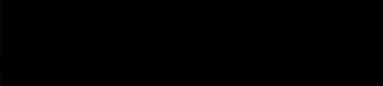
6. Counterparts. This Assignment and Assumption Agreement may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument.

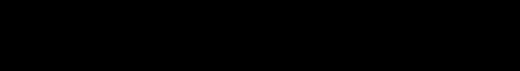
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IN WITNESS WHEREOF, the Assignor and Assignee, by their duly authorized officials, hereby execute and deliver this Assignment and Assumption Agreement, together with Schedule 1, effective as of the date set forth in Section 3 above.

ASSIGNOR: M&T BANK

ASSIGNEE: STATE OF MARYLAND
COMMUNITY DEVELOPMENT
ADMINISTRATION

By 

By 

Name: Juliet Alexander

Name: Jeanne M Archer

Title: Vice President

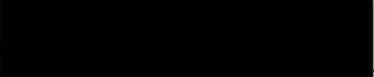
Title: Director SFO

Date: 10/5/16

Date: 9-14-2016

Acknowledged and Agreed:

FANNIE MAE, SOLELY AS
FINANCIAL AGENT OF THE UNITED
STATES

By 

Name: ~~VP~~ Lori Mallon

Title: VP, Single Family Credit IHA

Date: 10/12/16