PRIVATE PLACEMENT MEMORANDUM **STRICTLY CONFIDENTIAL**

THIS MEMORANDUM IS NOT TO BE SHOWN OR GIVEN TO ANY PERSON OTHER THAN POTENTIAL INVESTORS IN THE NOTES. THIS MEMORANDUM AND THE INFORMATION CONTAINED HEREIN ARE CONFIDENTIAL AND ARE NOT TO BE COPIED OR OTHERWISE REPRODUCED OR FURTHER DISTRIBUTED, IN WHOLE OR IN PART, IN ANY MANNER WHATSOEVER. FAILURE TO COMPLY WITH THIS DIRECTIVE CAN RESULT IN A VIOLATION OF THE SECURITIES ACT.

$140,000,000

Freddie Mac

STRUCTURED AGENCY CREDIT RISK (STACR®) 2019-FTR1 NOTES, FREDDIE MAC STACR Trust 2019-FTR1

Offered Notes:	The Classes of Original Notes and Classes of MAC Notes shown below and on Table 1.
Trust and Issuer:	Freddie Mac STACR Trust 2019-FTR1
Sponsor:	Freddie Mac
Indenture Trustee:	U.S. Bank National Association
Owner Trustee:	Wilmington Trust, National Association
Closing Date:	May 21, 2019

Note Class	Original Class Principal Balance	Class Coupon	CUSIP Number	Scheduled Maturity Date	Price to Public	Initial Purchaser Fee(1)	Proceeds to Issuer
Class B-2(2)(3)	$140,000,000	(4)	35564PAC2	January 2048	100%	0.50%	100%

(1) See *"Placement"* herein.
(2) MAC Class.
(3) The Class B-2A and Class B-2B Notes may be exchanged for the Class B-2 Notes, and vice versa, pursuant to Combination 1 described in Table 2. On the Closing Date, the Class B-2A and Class B-2B Notes will be deemed to have been exchanged in whole or in part, as applicable, for the Class B-2 Notes. The Original Class Principal Balance shown for the Class B-2 Notes above is its Maximum Class Principal Balance.
(4) See *"Summary — Interest"* herein.

No person has been authorized to give any information or to make any representations other than those contained in this Memorandum, and, if given or made, such information or representations must not be relied upon. The delivery of this Memorandum at any time does not imply that the information herein is correct as of any time subsequent to its date.

The Notes are only being offered to, and may only be held by, qualified institutional buyers as defined in Rule 144A under the Securities Act.

The Notes are expected to be made eligible for trading in book-entry form through the Same-Day Funds Settlement System of DTC, which may include delivery through Clearstream and Euroclear, against payment therefor in immediately available funds.

THE NOTES DO NOT REPRESENT INTERESTS IN OR OBLIGATIONS OF FREDDIE MAC, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE, THE INITIAL PURCHASERS OR ANY OF THEIR RESPECTIVE AFFILIATES. THE NOTES ARE NOT INSURED OR GUARANTEED BY FREDDIE MAC, THE UNITED STATES GOVERNMENT OR ANY GOVERNMENTAL AGENCY OR INSTRUMENTALITY.

Transfer of the Notes will be subject to certain restrictions as described herein.

The information contained herein is confidential and may not be reproduced in whole or in part. Freddie Mac will, upon request, make available such other information as may be reasonably requested.

The Structured Agency Credit Risk (STACR) 2019-FTR1 Notes, including the Original Notes and the MAC Notes, are complex financial instruments and may not be suitable investments for you. You should consider carefully the risk factors described beginning on page 16 of this Memorandum. You should not purchase Notes unless you understand and are able to bear these and any other applicable risks. You should purchase Notes only if you understand the information contained in this Memorandum and the documents incorporated by reference in this Memorandum.

The Glossary of Significant Terms beginning on page 137 of this Memorandum sets forth definitions of certain defined terms appearing in this Memorandum.

Barclays
Lead Manager and Sole Bookrunner

BofA Merrill Lynch Co-Manager

Nomura Co-Manager

Wells Fargo Securities Co-Manager

CastleOak Securities, L.P. Selling Group Member

The date of this Private Placement Memorandum is May [ ], 2019.

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TABLE 1

STRUCTURED AGENCY CREDIT RISK (STACR®)

Freddie Mac STACR Trust 2019-FTR1 Notes

$140,000,000

Class of Original Notes	Original Class Principal Balance[1]	Initial Class Coupon	Class Coupon Formula[2]	Class Coupon Minimum Rate	CUSIP Number	Scheduled Maturity Date	Expected WAL (Years)[1]	Expected Principal Window (Months)[1]	Expected Initial Credit Enhancement
B-2A[3]	$ 70,000,000	[ ]%	One-Month LIBOR + [ ]%	0%	35564PAA6	January 2048	10.01	120-120	0.320%
B-2B[3]	$ 70,000,000	[ ]%	One-Month LIBOR + [ ]%	0%	35564PAB4	January 2048	10.01	120-120	0.100%

Class of MAC Notes	Maximum Class Principal Balance or Notional Principal Amount[1]	Initial Class Coupon	Class Coupon Formula[2]	Class Coupon Minimum Rate	CUSIP Number	Scheduled Maturity Date	Expected WAL (Years)[1]	Expected Principal Window (Months)[1]	Expected Initial Credit Enhancement
B-2[4]	$140,000,000	[ ]%	One-Month LIBOR + [ ]%	0%	35564PAC2	January 2048	10.01	120-120	0.100%
B-2AR[4]	$ 70,000,000	[ ]%	One-Month LIBOR + [ ]%	0%	35564PAD0	January 2048	10.01	120-120	0.320%
B-2AI[4]	$ 70,000,000[5]	[ ]%[6]	N/A	0%	35564PAE8	January 2048	10.01	N/A	0.320%

Class of Reference Tranche	Initial Class Coupon	Class Coupon Formula[2]	Class Coupon Minimum Rate
MB-H[7]	[ ]%	One-Month LIBOR + [ ]%	0%
B-3H[7]	[ ]%	One-Month LIBOR + [ ]%	0%

(1) The Class Principal Balances and Notional Principal Amount presented in this Memorandum are approximate. Expected weighted average lives and principal windows, as applicable, with respect to the Notes above are based on (i) the assumption that the Early Redemption Date occurs in May 2029 and (ii) certain Modeling Assumptions, including that prepayments occur at the pricing speed of 10% CPR, calculated from the Closing Date, no Credit Events occur, no Modification Events occur and the Notes pay on the 25th day of each calendar month beginning in June 2019. The balances shown for the MAC Notes represent the maximum original Class Principal Balances or Notional Principal Amount of such Classes, as applicable.

(2) The Indenture Trustee will determine One-Month LIBOR using the method described in the definition of One-Month LIBOR in the *"Glossary of Significant Terms"*.

(3) The Class B-2A Notes and Class B-2B Notes are Exchangeable Notes. The Holders of the Exchangeable Notes can exchange all or part of those Classes for proportionate interests in the related Class or Classes of MAC Notes, and vice versa, as further described on Table 2.

(4) MAC Notes.

(5) Notional Principal Amount.

(6) The Class B-2AI Notes bear interest at a fixed rate per annum. However, in the event that One-Month LIBOR for any Accrual Period is less than zero, the Class Coupon of the Class B-2AI Notes may be subject to downward adjustment such that the aggregate amount of interest payable to such MAC Notes and the other MAC Notes in the related Combination would not exceed the aggregate Interest Payment Amount otherwise payable to the related Exchangeable Notes for which such Classes were exchanged.

(7) The Class MB-H and Class B-3H Reference Tranches are not Notes. They are deemed to bear interest at the applicable Class Coupons shown solely for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts.

TABLE 2

AVAILABLE MODIFICATIONS AND COMBINATIONS

Combination	Exchangeable Class	Original Class Principal Balance	Exchange Proportions[1]	MAC Class	Maximum Class Principal Balance/Notional Principal Amount	Exchange Proportions[1]	Interest Formula[2]	CUSIP Number
1	B-2A	$70,000,000	50%	B-2	$140,000,000	100%	One-Month LIBOR + [ ]%	35564PAC2
	B-2B	$70,000,000	50%					
2	B-2A	$70,000,000	100%	B-2AR	$ 70,000,000	100%	One-Month LIBOR + [ ]%	35564PAD0
				B-2AI	$ 70,000,000[3]	100%	[ ]%	35564PAE8

(1) Exchange proportions are constant proportions of the *original* Class Principal Balances (or *original* Notional Principal Amounts, if applicable) of the Exchangeable Classes or MAC Classes, as applicable. In accordance with the exchange proportions, you may exchange the Exchangeable Notes for MAC Notes, and vice versa.
(2) In the event that One-Month LIBOR for any Accrual Period is less than zero, the Class Coupon on the Class B-2AI Notes may be subject to downward adjustment such that the aggregate amount of interest payable to such MAC Notes and the other MAC Notes in the related Combinations would not exceed the aggregate Interest Payment Amount otherwise payable to the related Exchangeable Notes for which such Classes were exchanged.
(3) Notional Principal Amount.

Exchange Procedures

Notice

Any Holder wishing to exchange Notes must notify the Exchange Administrator by email at sfs.exchange@usbank.com no later than two Business Days before the proposed exchange date. The exchange date with respect to any exchange can be any Business Day other than the first or last Business Day of the month, the Payment Date, the Record Date related to the next Payment Date or the Business Day following such Record Date. A notice becomes irrevocable on the second Business Day before the proposed exchange date.

Exchange Fee

Except with respect to any deemed exchange on the Closing Date, the Holder must pay the Exchange Administrator a fee equal to $5,000 for each exchange request and such fee must be received by the Exchange Administrator prior to the exchange date or such exchange will not be effected. In addition, any Holder wishing to effect such an exchange must pay any other expenses related to such exchange, including any fees charged by DTC.

Payment Date

The Indenture Trustee will make the first payment on any Exchangeable Note or MAC Note received by a Holder in an exchange transaction on the Payment Date related to the next Record Date following the exchange; provided, however, that with respect to any deemed exchanges on the Closing Date, the first payment on any Notes received with respect to such deemed exchanges will be on the Payment Date occurring in June 2019.

THIS MEMORANDUM CONTAINS SUBSTANTIAL INFORMATION ABOUT THE NOTES AND THE OBLIGATIONS OF THE TRUST, THE EXCHANGE ADMINISTRATOR, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE AND THE INITIAL PURCHASERS WITH RESPECT TO THE NOTES. YOU ARE URGED TO REVIEW THIS MEMORANDUM IN ITS ENTIRETY. THE OBLIGATIONS OF THE PARTIES WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN ARE SET FORTH IN AND WILL BE GOVERNED BY CERTAIN DOCUMENTS DESCRIBED HEREIN.

YOU ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM US, THE EXCHANGE ADMINISTRATOR, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE OR THE INITIAL PURCHASERS OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL, ACCOUNTING OR TAX ADVICE. PRIOR TO INVESTING IN THE NOTES YOU SHOULD CONSULT WITH YOUR LEGAL, ACCOUNTING, REGULATORY AND TAX ADVISORS TO DETERMINE THE CONSEQUENCES OF AN INVESTMENT IN THE NOTES AND ARRIVE AT AN INDEPENDENT EVALUATION OF SUCH INVESTMENT, INCLUDING THE RISKS RELATED THERETO.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE NOTES. THIS MEMORANDUM SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE NOTES, IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF SUCH STATE OR OTHER JURISDICTION. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM OR THE EARLIER DATES SPECIFIED HEREIN, AS APPLICABLE.

THIS MEMORANDUM HAS BEEN PREPARED BY US. NO OTHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. NOTHING HEREIN SHALL BE DEEMED TO CONSTITUTE A REPRESENTATION OR WARRANTY BY ANY PARTY NOR A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE RELATED MORTGAGE LOANS OR THE NOTES. IN THIS MEMORANDUM, THE TERMS “WE”, “US” AND “OUR” REFER TO FREDDIE MAC.

IT IS EXPECTED THAT INVESTORS INTERESTED IN PARTICIPATING IN THIS PRIVATE PLACEMENT WILL CONDUCT AN INDEPENDENT INVESTIGATION OF THE RISKS POSED BY AN INVESTMENT IN THE NOTES. OUR REPRESENTATIVES WILL BE AVAILABLE TO ANSWER QUESTIONS CONCERNING THE TRANSACTION AND WILL, UPON REQUEST, MAKE AVAILABLE SUCH ADDITIONAL INFORMATION AS INVESTORS MAY REASONABLY REQUEST (TO THE EXTENT WE HAVE OR CAN ACQUIRE SUCH INFORMATION WITHOUT UNREASONABLE EFFORT OR EXPENSE) IN ORDER TO VERIFY THE INFORMATION FURNISHED IN THIS MEMORANDUM.

THE NOTES ARE NOT “MORTGAGE RELATED SECURITIES” FOR PURPOSES OF SMMEA. ACCORDINGLY, THE APPROPRIATE CHARACTERIZATION OF THE NOTES UNDER VARIOUS LEGAL INVESTMENT RESTRICTIONS, AND THUS THE ABILITY OF INVESTORS SUBJECT TO THESE RESTRICTIONS TO PURCHASE THE NOTES, IS SUBJECT TO SIGNIFICANT INTERPRETIVE UNCERTAINTIES. INVESTORS WHOSE INVESTMENT AUTHORITY IS SUBJECT TO LEGAL RESTRICTIONS SHOULD CONSULT THEIR OWN LEGAL ADVISORS TO DETERMINE WHETHER AND TO WHAT EXTENT THE NOTES CONSTITUTE LEGAL INVESTMENTS FOR THEM.

THE NOTES ARE BEING OFFERED AS A PRIVATE PLACEMENT TO, AND MAY ONLY BE HELD BY QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. ACCORDINGLY, NO TRANSFER OF AN OFFERED NOTE MAY BE MADE UNLESS SUCH TRANSFER IS TO A QIB. INVESTORS SHOULD CONSULT WITH THEIR COUNSEL AS TO THE

APPLICABLE REQUIREMENTS FOR A PURCHASER TO AVAIL ITSELF OF ANY EXEMPTION UNDER THE SECURITIES ACT AND SUCH STATE LAWS. NONE OF THE TRUST, FREDDIE MAC, THE INITIAL PURCHASERS OR ANY OTHER PARTY IS OBLIGATED OR INTENDS TO REGISTER THE NOTES UNDER THE SECURITIES ACT, TO QUALIFY THE NOTES UNDER THE SECURITIES LAWS OF ANY STATE OR TO PROVIDE REGISTRATION RIGHTS TO ANY PURCHASER. FOR FURTHER DISCUSSION OF LIMITATIONS ON THE TRANSFERABILITY OF THE NOTES, SEE *"RISK FACTORS — LACK OF LIQUIDITY"* HEREIN.

The Notes are expected to be issued in book-entry form only on the book-entry system of DTC, and any holder or proposed transferee must be a QIB and will be deemed to have represented and agreed to the transfer and ownership restrictions described herein. The Notes will bear legends consistent with the restrictions described above and under "Notice to Investors" in this Memorandum.

WHILE THE TRUST MAY FALL WITHIN THE DEFINITION OF A "COMMODITY POOL" UNDER THE COMMODITY EXCHANGE ACT, WE ARE NOT REGISTERED WITH THE CFTC AS A COMMODITY POOL OPERATOR (A "CPO") IN RELIANCE ON CFTC NO-ACTION LETTER 14-111 ISSUED BY THE CFTC DIVISION OF SWAP DEALER AND INTERMEDIARY OVERSIGHT TO US. AS PART OF THIS NO-ACTION LETTER, WE AGREE TO COMPLY WITH THE PROVISIONS OF CFTC RULE 4.13(a)(3) WITH RESPECT TO THE TRUST (EXCEPT, TO THE LIMITED EXTENT DESCRIBED IN THE NO-ACTION LETTER, THE RESTRICTION ON MARKETING INVESTMENTS IN THE TRUST AS OR IN A VEHICLE FOR TRADING IN THE COMMODITY FUTURES OR COMMODITY OPTIONS MARKETS OR IN SWAPS). CFTC RULE 4.13(a)(3) REQUIRES, AMONG OTHER THINGS, THAT THE TRUST ENGAGE IN LIMITED COMMODITY INTEREST TRADING AS SPECIFIED IN THE RULE AND THAT EACH INVESTOR BE AN ELIGIBLE INVESTOR AS SPECIFIED IN THE RULE. IT ALSO REQUIRES THAT THE NOTES BE EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND BE OFFERED AND SOLD WITHOUT MARKETING TO THE PUBLIC IN THE UNITED STATES. WE EXPECT, HOWEVER, TO FILE A NOTICE, PRIOR TO THE CLOSING DATE, WITH THE CFTC PURSUANT TO CFTC LETTER 14-116 TO CLAIM EXEMPTION FROM THE PROHIBITION IN CFTC RULE 4.13(a)(3) ON MARKETING TO THE PUBLIC. PURSUANT TO CFTC RULE 4.13(a)(3), UNLIKE A REGISTERED CPO, WE ARE NOT REQUIRED TO PROVIDE YOU WITH A CFTC-COMPLIANT DISCLOSURE DOCUMENT OR CERTIFIED ANNUAL REPORTS THAT SATISFY THE REQUIREMENTS OF CFTC RULES APPLICABLE TO REGISTERED CPOs. FURTHER, THIS MEMORANDUM HAS NOT BEEN REVIEWED OR APPROVED BY THE CFTC AND IT IS NOT ANTICIPATED THAT SUCH REVIEW OR APPROVAL WILL OCCUR.

WE ARE IN CONSERVATORSHIP; POTENTIAL RECEIVERSHIP

WE CONTINUE TO OPERATE UNDER THE CONSERVATORSHIP THAT COMMENCED ON SEPTEMBER 6, 2008, CONDUCTING OUR BUSINESS UNDER THE DIRECTION OF THE FHFA, AS CONSERVATOR. UPON ITS APPOINTMENT, FHFA, AS CONSERVATOR, IMMEDIATELY SUCCEEDED TO ALL RIGHTS, TITLES, POWERS AND PRIVILEGES OF FREDDIE MAC AND OF ANY STOCKHOLDER, OFFICER OR DIRECTOR OF FREDDIE MAC WITH RESPECT TO FREDDIE MAC AND ITS ASSETS. THE CONSERVATOR HAS DIRECTED AND WILL CONTINUE TO DIRECT CERTAIN OF OUR BUSINESS ACTIVITIES AND STRATEGIES. UNDER THE REFORM ACT, FHFA MUST PLACE US INTO RECEIVERSHIP IF FHFA MAKES A DETERMINATION IN WRITING THAT OUR ASSETS ARE LESS THAN OUR OBLIGATIONS FOR A PERIOD OF 60 DAYS. FHFA HAS NOTIFIED US THAT THE MEASUREMENT PERIOD FOR ANY MANDATORY RECEIVERSHIP DETERMINATION WITH RESPECT TO OUR ASSETS AND OBLIGATIONS WOULD COMMENCE NO EARLIER THAN THE SEC PUBLIC FILING DEADLINE FOR OUR QUARTERLY OR ANNUAL FINANCIAL STATEMENTS AND WOULD CONTINUE FOR 60 DAYS AFTER THAT DATE. FHFA HAS ALSO ADVISED US THAT, IF, DURING THAT 60-DAY PERIOD, WE RECEIVE FUNDS FROM TREASURY IN AN AMOUNT AT LEAST EQUAL TO THE DEFICIENCY AMOUNT UNDER THE PURCHASE AGREEMENT, THE DIRECTOR OF FHFA WILL NOT MAKE A MANDATORY RECEIVERSHIP DETERMINATION. IN ADDITION, WE COULD BE PUT INTO RECEIVERSHIP AT THE DISCRETION OF THE DIRECTOR OF FHFA AT ANY TIME FOR OTHER REASONS SET FORTH IN THE REFORM ACT. A RECEIVERSHIP WOULD TERMINATE THE CURRENT CONSERVATORSHIP.

IF FHFA WERE TO BECOME OUR RECEIVER, IT COULD EXERCISE CERTAIN POWERS THAT COULD ADVERSELY AFFECT THE NOTES.

IN ITS CAPACITY AS RECEIVER, FHFA WOULD HAVE THE RIGHT TO TRANSFER OR SELL ANY ASSET OR LIABILITY OF FREDDIE MAC, INCLUDING THE OBLIGATION TO MAKE ANY CREDIT PREMIUM PAYMENT, OR OTHER PAYMENT WE OWE TO THE TRUST, WITHOUT ANY APPROVAL, ASSIGNMENT OR CONSENT OF ANY PARTY. IF FHFA, AS RECEIVER, WERE TO TRANSFER SUCH OBLIGATION TO ANOTHER PARTY, YOU WOULD HAVE TO RELY ON THAT PARTY FOR SATISFACTION OF THE OBLIGATION AND WOULD BE EXPOSED TO THE CREDIT RISK OF THAT PARTY.

DURING A RECEIVERSHIP, CERTAIN RIGHTS OF NOTEHOLDERS MAY NOT BE ENFORCEABLE AGAINST FHFA, OR ENFORCEMENT OF SUCH RIGHTS MAY BE DELAYED.

THE REFORM ACT ALSO PROVIDES THAT NO PERSON MAY EXERCISE ANY RIGHT OR POWER TO TERMINATE, ACCELERATE OR DECLARE AN EVENT OF DEFAULT UNDER CERTAIN CONTRACTS TO WHICH WE ARE A PARTY, OR OBTAIN POSSESSION OF OR EXERCISE CONTROL OVER ANY PROPERTY OF FREDDIE MAC, OR AFFECT ANY CONTRACTUAL RIGHTS OF FREDDIE MAC, WITHOUT THE APPROVAL OF FHFA AS RECEIVER, FOR A PERIOD OF 90 DAYS FOLLOWING THE APPOINTMENT OF FHFA AS RECEIVER.

IMPORTANT NOTICE REGARDING THE NOTES

YOU SHOULD UNDERSTAND THAT YOU WILL NOT BE COMMITTED TO PURCHASE AND THE INITIAL PURCHASERS WILL NOT BE COMMITTED TO SELL ANY OF THE NOTES ANY SOONER THAN THE DATE ON WHICH THE RELEVANT CLASS OF NOTES HAS BEEN PRICED AND THE INITIAL PURCHASERS HAVE CONFIRMED THE ALLOCATION OF NOTES TO BE MADE TO INVESTORS. ANY "INDICATIONS OF INTEREST" EXPRESSED BY ANY PROSPECTIVE INVESTOR, AND ANY "SOFT CIRCLES" GENERATED BY THE INITIAL PURCHASERS, WILL NOT CREATE BINDING CONTRACTUAL OBLIGATIONS FOR SUCH PROSPECTIVE INVESTORS, ON THE ONE HAND, OR THE INITIAL PURCHASERS, THE TRUST OR ANY OF THEIR RESPECTIVE AGENTS OR AFFILIATES, ON THE OTHER HAND.

THE NOTES REFERRED TO IN THIS MEMORANDUM ARE SUBJECT TO MODIFICATION OR REVISION (INCLUDING THE POSSIBILITY THAT ONE OR MORE CLASSES OF NOTES MAY BE SPLIT, COMBINED OR ELIMINATED AT ANY TIME PRIOR TO THE ISSUANCE OR AVAILABILITY OF A FINAL MEMORANDUM) AND ARE OFFERED ON A "WHEN, AS AND IF ISSUED" BASIS. AS A RESULT OF THE FOREGOING, YOU MAY COMMIT TO PURCHASE NOTES THAT HAVE CHARACTERISTICS THAT MAY CHANGE, AND YOU ARE ADVISED THAT ALL OR A PORTION OF THE NOTES REFERRED TO IN THIS MEMORANDUM MAY NOT BE ISSUED WITH THE CHARACTERISTICS DESCRIBED IN THIS MEMORANDUM. EACH INITIAL PURCHASER'S OBLIGATION TO SELL NOTES TO ANY PROSPECTIVE INVESTOR IS CONDITIONED ON THE NOTES AND THE TRANSACTION HAVING THE CHARACTERISTICS DESCRIBED IN THIS MEMORANDUM. IF WE, THE INDENTURE TRUSTEE, THE ISSUER OR AN INITIAL PURCHASER DETERMINES THAT A CONDITION IS NOT SATISFIED IN ANY MATERIAL RESPECT, YOU WILL BE NOTIFIED, AND NEITHER THE TRUST NOR THE INITIAL PURCHASERS WILL HAVE ANY OBLIGATION TO YOU TO DELIVER ANY PORTION OF THE NOTES WHICH YOU HAVE COMMITTED TO PURCHASE, AND THERE WILL BE NO LIABILITY BETWEEN THE INITIAL PURCHASERS OR ANY OF THEIR RESPECTIVE AGENTS OR AFFILIATES, ON THE ONE HAND, AND YOU, ON THE OTHER HAND, AS A CONSEQUENCE OF THE NON-DELIVERY.

TO THE EXTENT THAT YOU CHOOSE TO UTILIZE THIRD PARTY PREDICTIVE MODELS IN CONNECTION WITH CONSIDERING AN INVESTMENT IN THE NOTES, NEITHER WE NOR THE INITIAL PURCHASERS MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY INFORMATION OR REPORTS

GENERATED BY SUCH MODELS, INCLUDING, WITHOUT LIMITATION, WHETHER THE NOTES, OR THE RELATED REFERENCE OBLIGATIONS WILL PERFORM IN A MANNER CONSISTENT THEREWITH.

SECTION 309B(1)(C) NOTIFICATION UNDER THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE

THE NOTES ARE CAPITAL MARKETS PRODUCTS OTHER THAN PRESCRIBED CAPITAL MARKETS PRODUCTS (AS DEFINED IN THE SECURITIES AND FUTURES (CAPITAL MARKETS PRODUCTS) REGULATIONS 2018) AND SPECIFIED INVESTMENT PRODUCTS (AS DEFINED IN MAS NOTICE SFA 04-N12: NOTICE ON THE SALE OF INVESTMENT PRODUCTS AND MAS NOTICE FAA-N16: NOTICE ON RECOMMENDATIONS ON INVESTMENT PRODUCTS).

IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS MEMORANDUM

THE INFORMATION CONTAINED IN THIS MEMORANDUM MAY BE BASED ON ASSUMPTIONS REGARDING MARKET CONDITIONS AND OTHER MATTERS AS REFLECTED HEREIN. NO REPRESENTATION IS MADE REGARDING THE REASONABLENESS OF SUCH ASSUMPTIONS OR THE LIKELIHOOD THAT ANY SUCH ASSUMPTIONS WILL COINCIDE WITH ACTUAL MARKET CONDITIONS OR EVENTS, AND THIS MEMORANDUM SHOULD NOT BE RELIED UPON FOR SUCH PURPOSES. THE INITIAL PURCHASERS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, PARTNERS AND EMPLOYEES, INCLUDING PERSONS INVOLVED IN THE PREPARATION OR ISSUANCE OF THIS MEMORANDUM, MAY FROM TIME TO TIME HAVE LONG OR SHORT POSITIONS IN, AND BUY AND SELL, THE SECURITIES MENTIONED HEREIN OR DERIVATIVES THEREOF (INCLUDING OPTIONS). IN ADDITION, THE INITIAL PURCHASERS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, PARTNERS AND EMPLOYEES, INCLUDING PERSONS INVOLVED IN THE PREPARATION OR ISSUANCE OF THIS MEMORANDUM, MAY HAVE AN INVESTMENT OR COMMERCIAL BANKING RELATIONSHIP WITH US. SEE "*RISK FACTORS — THE INTERESTS OF THE TRANSACTION PARTIES AND OTHERS MAY CONFLICT WITH AND BE ADVERSE TO THE INTERESTS OF THE NOTEHOLDERS — POTENTIAL CONFLICTS OF INTEREST OF THE INITIAL PURCHASERS AND THEIR AFFILIATES*". INFORMATION IN THIS MEMORANDUM IS CURRENT AS OF THE DATE APPEARING ON THE COVER PAGE OR THE EARLIER DATES SPECIFIED HEREIN, AS APPLICABLE, ONLY. INFORMATION IN THIS MEMORANDUM REGARDING ANY NOTES SUPERSEDES ALL PRIOR INFORMATION REGARDING SUCH NOTES. THE NOTES MAY NOT BE SUITABLE FOR ALL PROSPECTIVE INVESTORS.

EU RISK RETENTION

In connection with the EU Retention Requirement, we will undertake in the EU Risk Retention Letter that among other things we (i) will retain a material net economic interest in the transaction constituted by the issuance of the Notes of not less than 5% in the form specified in Article 6(3)(a) of the EU Securitization Regulation and (ii) will not sell, hedge or otherwise mitigate our credit risk under or associated with such retained interest or the Reference Obligations, except to the extent permitted in accordance with Article 6 of the EU Securitization Regulation. You are required to independently assess and determine the sufficiency for the purposes of complying with the EU Retention Requirement of the information described under *"EU Retention Requirement"* and in this Memorandum generally. See "*EU Retention Requirement*" and "*Risk Factors — Governance and Regulation — Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Reference Pool*".

NOTICE TO EUROPEAN ECONOMIC AREA INVESTORS

THIS MEMORANDUM IS NOT A PROSPECTUS FOR THE PURPOSES OF DIRECTIVE 2003/71/EC (AS AMENDED OR SUPERSEDED, THE "PROSPECTUS DIRECTIVE").

THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF THE FOLLOWING:

(I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, "MIFID II"); OR

(II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE (EU) 2016/97, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR

(III) NOT A QUALIFIED INVESTOR AS DEFINED IN THE PROSPECTUS DIRECTIVE.

CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 (AS AMENDED, THE "PRIIPS REGULATION") FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EUROPEAN ECONOMIC AREA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

FURTHERMORE, THIS MEMORANDUM HAS BEEN PREPARED ON THE BASIS THAT ANY OFFER OF NOTES IN THE EUROPEAN ECONOMIC AREA WILL ONLY BE MADE TO A LEGAL ENTITY WHICH IS A QUALIFIED INVESTOR UNDER THE PROSPECTUS DIRECTIVE. ACCORDINGLY, ANY PERSON MAKING OR INTENDING TO MAKE AN OFFER IN THE EUROPEAN ECONOMIC AREA OF THE NOTES MAY ONLY DO SO WITH RESPECT TO QUALIFIED INVESTORS. NONE OF THE ISSUER OR ANY OF THE INITIAL PURCHASERS HAS AUTHORIZED, NOR DOES ANY OF THEM AUTHORIZE, THE MAKING OF ANY OFFER OF NOTES OTHER THAN TO QUALIFIED INVESTORS.

MIFID II PRODUCT GOVERNANCE

ANY DISTRIBUTOR SUBJECT TO MIFID II THAT IS OFFERING, SELLING OR RECOMMENDING THE NOTES IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES AND DETERMINING ITS OWN DISTRIBUTION CHANNELS FOR THE PURPOSES OF THE MIFID II PRODUCT GOVERNANCE RULES UNDER COMMISSION DELEGATED DIRECTIVE (EU) 2017/593 (AS AMENDED, THE "DELEGATED DIRECTIVE"). NONE OF THE ISSUER, THE SPONSOR OR ANY OF THE INITIAL PURCHASERS MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO A DISTRIBUTOR'S COMPLIANCE WITH THE DELEGATED DIRECTIVE.

NOTICE TO UNITED KINGDOM INVESTORS

THE ISSUER MAY CONSTITUTE A "COLLECTIVE INVESTMENT SCHEME" AS DEFINED BY SECTION 235 OF THE FSMA THAT IS NOT A "RECOGNIZED COLLECTIVE INVESTMENT SCHEME" FOR THE PURPOSES OF THE FSMA AND THAT HAS NOT BEEN AUTHORIZED, REGULATED OR OTHERWISE RECOGNIZED OR APPROVED. AS AN UNREGULATED SCHEME, THE NOTES CANNOT BE MARKETED IN THE UNITED KINGDOM TO THE GENERAL PUBLIC, EXCEPT IN ACCORDANCE WITH THE FSMA.

THE DISTRIBUTION OF THIS MEMORANDUM (A) IF MADE BY A PERSON WHO IS NOT AN AUTHORIZED PERSON UNDER THE FSMA, IS BEING MADE ONLY TO, OR DIRECTED ONLY AT, PERSONS WHO (I) ARE OUTSIDE THE UNITED KINGDOM, OR (II) HAVE PROFESSIONAL

EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND QUALIFY AS INVESTMENT PROFESSIONALS IN ACCORDANCE WITH ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE "FINANCIAL PROMOTION ORDER"), OR (III) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) THROUGH (D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE FINANCIAL PROMOTION ORDER (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "FPO PERSONS"); AND (B) IF MADE BY A PERSON WHO IS AN AUTHORIZED PERSON UNDER THE FSMA, IS BEING MADE ONLY TO, OR DIRECTED ONLY AT, PERSONS WHO (I) ARE OUTSIDE THE UNITED KINGDOM, OR (II) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND QUALIFY AS INVESTMENT PROFESSIONALS IN ACCORDANCE WITH ARTICLE 14(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (PROMOTION OF COLLECTIVE INVESTMENT SCHEMES) (EXEMPTIONS) ORDER 2001 (THE "PROMOTION OF COLLECTIVE INVESTMENT SCHEMES EXEMPTIONS ORDER"), OR (III) ARE PERSONS FALLING WITHIN ARTICLE 22(2)(A) THROUGH (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.") OF THE PROMOTION OF COLLECTIVE INVESTMENT SCHEMES EXEMPTIONS ORDER, OR (IV) ARE PERSONS TO WHOM THE ISSUER MAY LAWFULLY BE PROMOTED IN ACCORDANCE WITH CHAPTER 4.12 OF THE U.K. FINANCIAL CONDUCT AUTHORITY'S CONDUCT OF BUSINESS SOURCEBOOK (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "PCIS PERSONS" AND, TOGETHER WITH THE FPO PERSONS, THE "RELEVANT PERSONS").

THIS MEMORANDUM MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS MEMORANDUM RELATES, INCLUDING THE NOTES, IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. ANY PERSONS OTHER THAN RELEVANT PERSONS SHOULD NOT ACT OR RELY ON THIS MEMORANDUM.

POTENTIAL INVESTORS IN THE UNITED KINGDOM ARE ADVISED THAT ALL, OR MOST, OF THE PROTECTIONS AFFORDED BY THE UNITED KINGDOM REGULATORY SYSTEM WILL NOT APPLY TO AN INVESTMENT IN THE NOTES AND THAT COMPENSATION WILL NOT BE AVAILABLE UNDER THE UNITED KINGDOM FINANCIAL SERVICES COMPENSATION SCHEME.

FORWARD-LOOKING STATEMENTS

This Memorandum contains forward-looking statements within the meaning of Section 27A of the Securities Act. Specifically, forward-looking statements, together with related qualifying language and assumptions, are found in the material (including the tables) under the headings *"Risk Factors"* and *"Prepayment and Yield Considerations*" and in the appendices. Forward-looking statements are also found in other places throughout this Memorandum, and may be accompanied by, and identified with terms such as "could," "may," "will," "believes," "expects," "intends," "anticipates," "forecasts," "estimates," or similar phrases. These statements involve known and unknown risks and uncertainties, some of which are beyond our control. These statements are not historical facts but rather represent our expectations based on current information, plans, judgments, assumptions, estimates and projections. Actual results or performance may differ from those described in or implied by such forward-looking statements due to various risks, uncertainties and other factors including the following: general economic and business conditions, competition, changes in political, social and economic conditions, regulatory initiatives and compliance with governmental regulations, customer preference and various other matters. Forward-looking statements are made only as of the date of this Memorandum. We undertake no obligation to update any forward-looking statements we make to reflect events or circumstances occurring after the date of this Memorandum.

FREDDIE MAC

General

Freddie Mac is a government sponsored enterprise chartered by Congress in 1970. Our public mission is to provide liquidity, stability and affordability to the U.S. housing market. We do this primarily by purchasing residential mortgage loans originated by lenders. In most instances, we package these loans into mortgage-related securities, which are guaranteed by us and sold in the global capital markets. We also invest in mortgage loans and mortgage-related securities. We do not originate loans or lend money directly to mortgagors.

We support the U.S. housing market and the overall economy by enabling America's families to access mortgage loan funding with better terms and by providing consistent liquidity to the multifamily mortgage market. We have helped many distressed mortgagors keep their homes or avoid foreclosure. We are working with FHFA, our customers and the industry to build a better housing finance system for the nation.

Our statutory charter forms the framework for our business activities. Our purpose, as specified in our charter, is to:

- Provide stability in the secondary mortgage market for residential loans;
- Respond appropriately to the private capital market;
- Provide ongoing assistance to the secondary mortgage market for residential loans (including activities relating to loans for low- and moderate-income families involving a reasonable economic return that may be less than the return earned on other activities) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing; and
- Promote access to mortgage loan credit throughout the United States (including central cities, rural areas and other underserved areas) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing.

Conservatorship and Related Matters

We operate under the conservatorship that commenced on September 6, 2008, conducting our business under the direction of FHFA, as our Conservator. The conservatorship and related matters significantly affect our management, business activities, financial condition and results of operations. Upon its appointment, FHFA, as Conservator, immediately succeeded to all rights, titles, powers and privileges of Freddie Mac, and of any stockholder, officer or director thereof, with respect to the company and its assets. The Conservator also succeeded to the title to all books, records and assets of Freddie Mac held by any other legal custodian or third

party. The Conservator delegated certain authority to the Board of Directors to oversee, and management to conduct, business operations so that the company can continue to operate in the ordinary course. The directors serve on behalf of, and exercise authority as directed by, the Conservator.

Our future is uncertain, and the conservatorship has no specified termination date. We do not know what changes may occur to our business model during or following conservatorship, including whether we will continue to exist. We are not aware of any current plans of our Conservator to significantly change our business model or capital structure in the near term. Our future structure and role will be determined by the Administration and Congress, and it is possible and perhaps likely that there will be significant changes beyond the near term. We have no ability to predict the outcome of these deliberations.

In May 2014, FHFA issued its 2014 Strategic Plan for the Conservatorships of Fannie Mae and Freddie Mac, which updated FHFA's vision for implementing its obligations as Conservator. The 2014 Strategic Plan established three reformulated strategic goals for the conservatorships of Freddie Mac and Fannie Mae:

- Maintain, in a safe and sound manner, foreclosure prevention activities and credit availability for new and refinanced loans to foster liquid, efficient, competitive and resilient national housing finance markets;
- Reduce taxpayer risk through increasing the role of private capital in the mortgage market; and
- Build a new single-family securitization infrastructure for use by Freddie Mac and Fannie Mae and adaptable for use by other participants in the secondary market in the future.

FHFA also has published annual Conservatorship Scorecards for Freddie Mac and Fannie Mae, which establish annual objectives as well as performance targets and measures for Freddie Mac and Fannie Mae related to the strategic goals set forth in the 2014 Strategic Plan for each year between 2014 and 2018. For information about the 2018 Conservatorship Scorecard, see our current report on Form 8-K filed on December 22, 2017.

Purchase Agreement, Warrant and Senior Preferred Stock

In connection with our entry into conservatorship, we entered into the Purchase Agreement with Treasury on September 7, 2008. Under the Purchase Agreement, we issued to Treasury both one million shares of Senior Preferred Stock and the Warrant.

The Senior Preferred Stock and Warrant were issued to Treasury as an initial commitment fee in consideration of Treasury's commitment to provide funding to us under the Purchase Agreement. We did not receive any cash proceeds from Treasury as a result of issuing the Senior Preferred Stock or the Warrant. Under the Purchase Agreement, our ability to repay the liquidation preference of the Senior Preferred Stock is limited and we will not be able to do so for the foreseeable future, if at all.

The Purchase Agreement provides that, on a quarterly basis, we generally may draw funds up to the amount, if any, by which our total liabilities exceed our total assets, as reflected on our GAAP consolidated balance sheet for the applicable fiscal quarter, provided that the aggregate amount funded under the Purchase Agreement may not exceed Treasury's commitment. The amount of any draw will be added to the aggregate liquidation preference of the Senior Preferred Stock and will reduce the amount of available funding remaining. Deficits in our net worth have made it necessary for us to make substantial draws on Treasury's funding commitment under the Purchase Agreement. In addition, the Letter Agreement increased the aggregate liquidation preference of the senior preferred stock by $3.0 billion on December 31, 2017. As of December 31, 2018, the aggregate liquidation preference of the senior preferred stock was $75.6 billion, and the amount of available funding remaining under the Purchase Agreement was $140.2 billion.

Treasury, as the holder of the Senior Preferred Stock, is entitled to receive cumulative quarterly cash dividends, when, as and if declared by our Board of Directors. The dividends we have paid to Treasury on the Senior Preferred Stock have been declared by, and paid at the direction of, the Conservator, acting as successor to the rights, titles, powers and privileges of the Board. Under the August 2012 amendment to the Purchase Agreement, our cash dividend requirement each quarter is the amount, if any, by which our net worth amount (as defined in the Purchase Agreement) at the end of the immediately preceding fiscal quarter, less the applicable capital reserve amount, exceeds zero. The applicable capital reserve amount from January 1, 2018 and thereafter

will be $3.0 billion. As a result of the net worth sweep dividend, our future profits in excess of the applicable capital reserve amount will be distributed to Treasury, and the holders of our common stock and non-senior preferred stock will not receive benefits that could otherwise flow from such future profits. If for any reason we were not to pay the amount of our dividend requirement on the senior preferred stock in full, the unpaid amount would be added to the liquidation preference and our applicable capital reserve amount would thereafter be zero, but this would not affect our ability to draw funds from Treasury under the Purchase Agreement.

The Senior Preferred Stock is senior to our common stock and all other outstanding series of our preferred stock, as well as any capital stock we issue in the future, as to both dividends and rights upon liquidation. We are not permitted to redeem the Senior Preferred Stock prior to the termination of Treasury's funding commitment under the Purchase Agreement.

The Purchase Agreement provides that the Treasury's funding commitment will terminate under any of the following circumstances:

- The completion of our liquidation and fulfillment of Treasury's obligations under its funding commitment at that time;
- The payment in full of, or reasonable provision for, all of our liabilities (whether or not contingent, including mortgage guarantee obligations); and
- The funding by Treasury of the maximum amount of the commitment under the Purchase Agreement.

In addition, Treasury may terminate its funding commitment and declare the Purchase Agreement null and void if a court vacates, modifies, amends, conditions, enjoins, stays or otherwise affects the appointment of the Conservator or otherwise curtails the Conservator's powers. Treasury may not terminate its funding commitment under the Purchase Agreement solely by reason of our being in conservatorship, receivership or other insolvency proceeding, or due to our financial condition or any adverse change in our financial condition.

The Purchase Agreement has an indefinite term and can terminate only in limited circumstances, which do not include the end of the conservatorship. The Purchase Agreement therefore could continue after the conservatorship ends. However, Treasury's consent is required for a termination of conservatorship other than in connection with receivership. Treasury has the right to exercise the warrant, in whole or in part, at any time on or before September 7, 2028.

The Purchase Agreement provides that most provisions of the agreement may be waived or amended by mutual written agreement of the parties; however, no waiver or amendment of the agreement is permitted that would decrease Treasury's aggregate funding commitment or add conditions to Treasury's funding commitment if the waiver or amendment would adversely affect in any material respect the holders of our debt securities or mortgage guarantee obligations.

The Purchase Agreement provides limited rights to holders of our debt securities or mortgage guarantee obligations upon default. It is not likely that these rights would be available to Noteholders.

We receive substantial support from Treasury and are dependent upon its continued support in order to continue operating our business. Our ability to access funds from Treasury under the Purchase Agreement is critical to:

- Keeping us solvent;
- Allowing us to focus on our primary business objectives under conservatorship; and
- Avoiding the appointment of a receiver by FHFA under statutory mandatory receivership provisions.

ADDITIONAL INFORMATION

Our common stock is registered with the SEC under the Exchange Act. We file reports and other information with the SEC.

As described below, we incorporate certain documents by reference in this Memorandum, which means that we are disclosing information to you by referring you to those documents rather than by providing you with separate copies. The Incorporated Documents are considered part of this Memorandum. You should read this Memorandum in conjunction with the Incorporated Documents. Information that we incorporate by reference will automatically update information in this Memorandum. Therefore, you should rely only on the most current information provided or incorporated by reference in this Memorandum.

You may read and copy any document we file with the SEC at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. The SEC also maintains a website at http://www.sec.gov that contains reports, proxy and information statements, and other information regarding companies that file electronically with the SEC.

After the Closing Date, you can obtain, without charge, copies of this Memorandum, the Incorporated Documents, the Indenture and the EU Risk Retention Letter from:

Freddie Mac — Investor Inquiry
1551 Park Run Drive, Mailstop D5O
McLean, Virginia 22102-3110
Telephone: 1-800-336-3672
(571-382-4000 within the Washington, D.C. area)
E-mail: Investor_Inquiry@freddiemac.com

We also make this Memorandum and the Incorporated Documents available on our internet website at this internet address: **www.freddiemac.com***.

We also make available on our internet website certain pool- and loan-level information regarding those mortgage loans backing our PCs based on information furnished to us by the sellers and servicers of such mortgage loans. Certain pool or loan-level information provided in this Memorandum, similarly, is based upon information reported and furnished to us by sellers and servicers of the mortgage loans (i) at the time we purchased the mortgage loans, (ii) through subsequent data revisions and (iii) in monthly servicing updates. We may not have independently verified information furnished to us by sellers and servicers regarding the mortgage loans and make no representations or warranties concerning the accuracy or completeness of that information. In addition, sellers sometimes provide information about certain mortgage loans that they sell to us in separate additional supplements. We have not verified the information in any additional supplements and make no representations or warranties concerning the accuracy or completeness of that information.

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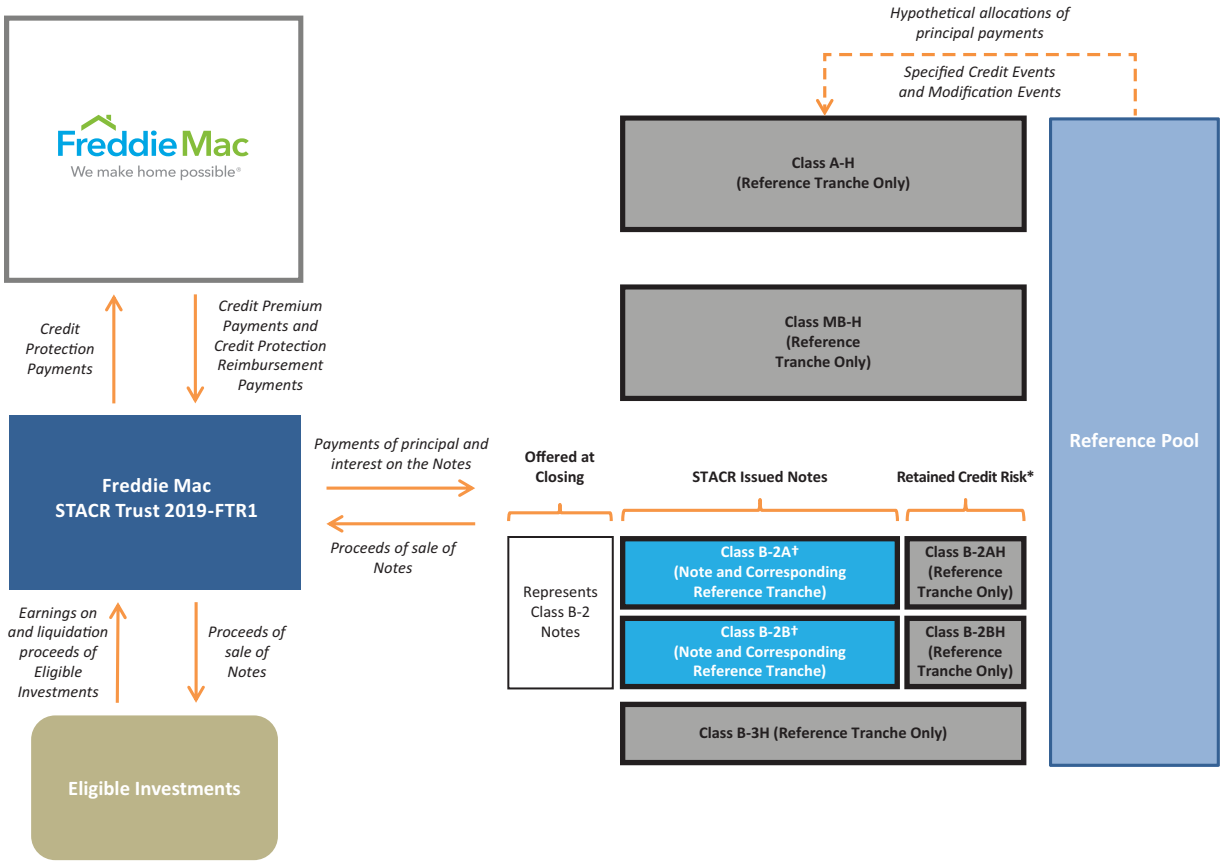
* We provide this and other internet addresses solely for the information of prospective investors. We do not intend these internet addresses to be active links and we are not using references to these addresses to incorporate additional information into this Memorandum, except as specifically stated in this Memorandum.

A prospective investor may access the Guide through www.freddiemac.com/singlefamily/ by clicking on "The Guide and Forms." The prospective investor should then click on "All Regs" which can be found under "Access the Guide".

TRANSACTION DIAGRAM



* See *"EU Retention Requirement"* herein.

† The Class B-2A and Class B-2B Notes and corresponding Reference Tranches relate to the Class B-2 Notes. The Class B-2A and Class B-2B Notes are exchangeable for the Class B-2 Notes, and vice versa, pursuant to Combination 1 described in Table 2.

TABLE 3

CLASSES OF REFERENCE TRANCHES

Classes of Reference Tranches	Initial Class Notional Amount	Initial Subordination[1]
Class A-H	$42,915,603,098	3.750%
Class MB-H	$ 1,431,263,230	0.540%
Class B-2A and Class B-2AH[2]	$ 98,092,807	0.320%[3]
Class B-2B and Class B-2BH[4]	$ 98,092,807	0.100%[5]
Class B-3H	$ 44,587,641	0.000%

(1) Represents the initial subordination and initial credit enhancement of such Class or Classes of Reference Tranches, which is equal to the percentage of the Cut-off Date Balance of the Reference Pool represented by the aggregate initial Class Notional Amount of the Class or Classes of Reference Tranches subordinate to the subject Class or Classes of Reference Tranches.

(2) Pursuant to the hypothetical structure, the Class B-2A and Class B-2AH Reference Tranches are *pro rata* with each other. The initial Class Notional Amount shown is the aggregate amount for the Class B-2A and Class B-2AH Reference Tranches combined. The initial Class Notional Amount of the Class B-2A Reference Tranche is $70,000,000 (which corresponds to the original Class Principal Balance of the Class B-2A Notes) and the initial Class Notional Amount for the Class B-2AH Reference Tranche is $28,092,807.

(3) Represents the initial subordination and credit enhancement available to the Class B-2A and Class B-2AH Reference Tranches in the aggregate.

(4) Pursuant to the hypothetical structure, the Class B-2B and Class B-2BH Reference Tranches are *pro rata* with each other. The initial Class Notional Amount shown is the aggregate amount for the Class B-2B and Class B-2BH Reference Tranches combined. The initial Class Notional Amount of the Class B-2B Reference Tranche is $70,000,000 (which corresponds to the original Class Principal Balance of the Class B-2B Notes) and the initial Class Notional Amount for the Class B-2BH Reference Tranche is $28,092,807.

(5) Represents the initial subordination and credit enhancement available to the Class B-2B and Class B-2BH Reference Tranches in the aggregate.

Hypothetical Structure and Calculations with Respect to the Reference Tranches

A hypothetical structure of Classes of Reference Tranches deemed to be backed by the Reference Pool has been established as indicated in the Transaction Diagram set forth above. The Credit Protection Agreement, pursuant to which we will purchase credit protection from the Trust with respect to the Reference Pool, will reference this hypothetical structure to calculate for each Payment Date the amount of the Credit Premium Payments and Credit Protection Reimbursement Payments, if any, we will make to the Trust and the Credit Protection Payments, if any, the Trust will make to us, upon the occurrence of certain specified Credit Events and Modification Events relating to the Reference Pool. The Indenture will also reference this hypothetical structure to calculate, for each Payment Date, (i) write-downs (or write-ups) of principal or notional amounts on the Notes as a result of Credit Events or Modification Events on the Reference Obligations, (ii) any reduction or increase in interest amounts on the Notes as a result of Modification Events on the Reference Obligations and (iii) principal payments to be made on the Notes by the Trust.

Each Class of Reference Tranche will have the initial Class Notional Amount set forth in Table 3 above and the aggregate of the initial Class Notional Amounts of all Classes of Reference Tranches will equal the Cut-off Date Balance of the Reference Pool. Any Tranche Write-down Amount allocated to a Class of Reference Tranche will result in a corresponding reduction in the Class Principal Balance of the corresponding Class of Notes. If Exchangeable Notes have been exchanged for MAC Notes, all Tranche Write-down Amounts that are allocable to such exchanged Exchangeable Notes will be allocated to reduce the Class Principal Balances or Notional Principal Amounts, as applicable, of such MAC Notes in accordance with the exchange proportions applicable to the related Combination.

Pursuant to the Indenture, the Class B-2A Reference Tranche will correspond to the Class B-2A Notes and the Class B-2B Reference Tranche will correspond to the Class B-2B Notes. With respect to any Payment Date, any reductions in the Class Notional Amount of the Class B-2A or Class B-2B Reference Tranche will result in a corresponding reduction in the Class Principal Balance of the Class B-2A or Class B-2B Notes, respectively. Similarly, with respect to any Payment Date, the amount of any Modification Loss Amount allocated to the Class B-2A or Class B-2B Reference Tranche pursuant to the applicable priorities set forth in the definition of Modification Loss Priority and as further described under *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Modification Loss Amount"* will result in a corresponding reduction of the Interest Payment Amount of the Class B-2A or Class B-2B Notes, respectively. Further, with respect to any Payment Date, the amount of any principal collections on the Reference Obligations that are allocated to reduce the Class Notional Amount of the Class B-2A or Class B-2B Reference Tranche, will result in a corresponding payment of principal on such Payment Date to the Class B-2A or Class B-2B Notes, respectively. As a result of the correlation between the Class B-2A or Class B-2B Notes on the one hand, and the corresponding Class of Reference Tranche on the other hand, you should review and understand all the information related to the hypothetical structure and the Reference Tranches in this Memorandum and otherwise made available to you as if you were investing in the Class of Reference Tranche corresponding to your Class of Notes.

The effect of the Trust entering into the Credit Protection Agreement with us and of the Indenture linking the Notes to the performance of the Reference Pool and the corresponding Classes of Reference Tranches is that we will transfer certain credit risk that we would otherwise bear with respect to the Reference Pool to you. Specifically, our credit risk will be transferred to you to the extent that your Notes are subject to (i) principal or notional amount write-downs as a result of Credit Events or Modification Events on the Reference Obligations and (ii) interest amount reductions as a result of Modification Events on the Reference Obligations, in each case as described in this Memorandum.

All the Reference Obligations in the Reference Pool also comprise a part of the reference pool for Freddie Mac's STACR 2018-DNA2 offering. A hypothetical structure comprised of STACR 2018-DNA2 Class A-H, Class M-1, Class M-1H, Class M-2A, Class M-2AH, Class M-2B, Class M-2BH, Class B-1, Class B-1H and Class B-2H reference tranches deemed to be backed by the STACR 2018-DNA2 reference pool was established in connection with the STACR 2018-DNA2 issuance. We issued notes with respect to the STACR 2018-DNA2 reference pool represented by the STACR 2018-DNA2 Class M-1, Class M-2A, Class M-2B and Class B-1 reference tranches. As a result of the STACR 2018-DNA2 issuance, Freddie Mac transferred credit risk that it

bears with respect to the STACR 2018-DNA2 reference pool to the extent that the class principal balances of the STACR 2018-DNA2 Class M-1, Class M-2A, Class M-2B and Class B-1 notes are subject to being written down as a result of the occurrence of credit events on the STACR 2018-DNA2 reference obligations as described in the private placement memorandum for the STACR 2018-DNA2 notes (a copy of which can be obtained by visiting Freddie Mac's website at http://www.freddiemac.com/creditriskofferings/legal_doc.html). We initially, however, retained the credit risk with respect to the STACR 2018-DNA2 reference pool represented by the STACR 2018-DNA2 Class A-H, Class M-1H, Class M-2AH, Class M-2BH, Class B-1H and Class B-2H reference tranches.

In addition, on or about June 20, 2018, Freddie Mac entered into the ACIS 2018-DNA2 transaction with respect to the STACR 2018-DNA2 reference pool. Pursuant to the ACIS 2018-DNA2 transaction, Freddie Mac obtained insurance protection to cover for certain write-downs that may occur to the class notional amounts of the STACR 2018-DNA2 Class M-1H, Class M-2AH, Class M-2BH and Class B-1H reference tranches (for which notes were not issued in the STACR 2018-DNA2 transaction) as a result of credit events occurring with respect to the STACR 2018-DNA2 reference pool. As a result of the ACIS 2018-DNA2 transaction, Freddie Mac also transferred credit risk that it bears with respect to the STACR 2018-DNA2 reference pool to the extent that portions of the class notional amounts of the STACR 2018-DNA2 Class M-1H, Class M-2AH, Class M-2BH and Class B-1H reference tranches specified in the ACIS 2018-DNA2 transaction are subject to being written down as a result of the occurrence of credit events on the STACR 2018-DNA2 reference obligations.

The hypothetical structure of Classes of Reference Tranches deemed to be backed by the Reference Pool has been structured to correlate substantially to the hypothetical structure of classes of STACR 2018-DNA2 reference tranches deemed to be backed by the STACR 2018-DNA2 reference pool. Specifically, the STACR 2018-DNA2 Class M-1, Class M-1H, Class M-2A, Class M-2AH, Class M-2B, Class M-2BH, Class B-1 and Class B-1H reference tranches substantially correlate to the Class MB-H Reference Tranche. Further, the STACR 2018-DNA2 Class B-2H reference tranche substantially correlates to the Class B-2A Reference Tranche, the Class B-2AH Reference Tranche, the Class B-2B Reference Tranche, the Class B-2BH Reference Tranche and the Class B-3H Reference Tranche. Because the Trust will not issue any notes that correspond to the Class A-H and Class B-3H Reference Tranches, we will initially retain the credit risk represented by such Classes of Reference Tranches. Further, because the Trust will not issue any notes that correspond to the Class MB-H Reference Tranche, we will retain the credit risk with respect to the Reference Pool represented by such Class of Reference Tranche, except to the extent previously transferred through the issuance of STACR 2018-DNA2 Class M-1, Class M-2A, Class M-2B and Class B-1 notes and the entering into of the ACIS 2018-DNA2 transaction. On the Closing Date:

- the Class B-2AH Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class B-2A and Class B-2AH Reference Tranches, and
- the Class B-2BH Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class B-2B and Class B-2BH Reference Tranches.

On the Closing Date, we intend to enter into the EU Risk Retention Letter irrevocably restricting our ability to transfer or hedge more than a 95% *pro rata* share of the credit risk on any of (i) the Class A-H Reference Tranche, (ii) the Class MB-H Reference Tranche (which will take into account the credit risk with respect to the STACR 2018-DNA2 reference pool previously transferred through the issuance of STACR 2018-DNA2 Class M-1, Class M-2A, Class M-2B and Class B-1 notes and the entering into of the ACIS 2018-DNA2 transaction), (iii) the Class B-2A and Class B-2AH Reference Tranches (in the aggregate), (iv) the Class B-2B and Class B-2BH Reference Tranches (in the aggregate) or (v) the Class B-3H Reference Tranche. We may effect any transfers or hedges that are not so restricted, in the future, by issuing new series of STACR notes and/or entering into Agency Credit Insurance Structure (ACIS) transactions, that reference the Reference Pool related to the Notes of this transaction. See *"EU Retention Requirement"* and "*Risk Factors — Governance and Regulation — Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Reference Pool"*.

SUMMARY

This summary highlights selected information and does not contain all of the information that you need to make your investment decision. It provides general, simplified descriptions of matters that, in some cases, are highly technical and complex. More detail is provided in other sections of this Memorandum and in the other documents referred to herein. Do not rely upon this summary for a full understanding of the matters you need to consider for any potential investment in the Notes. To understand the terms of the offering of the Notes, carefully read this entire Memorandum and the other documents referred to herein. You will find definitions of the capitalized terms used in this Memorandum in the "Glossary of Significant Terms."

Transaction Overview . . . . . On the Closing Date, the Trust will issue the Original Notes. The Notes will pay interest at the rates and times, and the principal amount thereof will be payable on the dates, described under *"— Payments on the Notes"* below.

The Trust is expected to use the aggregate net proceeds realized from the sale of the Notes to purchase Eligible Investments, maturing not later than 60 days succeeding the date on which such Eligible Investments are purchased. From time to time, the Trust will acquire additional Eligible Investments with proceeds realized upon the maturity or redemption or other prepayment of existing Eligible Investments. The Trust will use the net investment earnings (including the aggregate amount of realized principal gains less any realized principal losses) on the Eligible Investments, together with the Credit Premium Payments made under the Credit Protection Agreement, to pay interest on the Notes on each Payment Date.

The Notes will be scheduled to mature on the Payment Date in January 2048, but will be subject to mandatory redemption prior thereto if certain events occur that result in the early termination of the Credit Protection Agreement. See *"Description of the Notes — Scheduled Maturity Date and Early Redemption Date"*.

On the Closing Date, the Trust will enter into the Credit Protection Agreement with us as the credit protection buyer. The Credit Protection Agreement will reference the Reference Pool.

Under the Credit Protection Agreement, we will be required to make Credit Premium Payments and Credit Protection Reimbursement Payments, if any, to the Trust and the Trust will, subject to the satisfaction of certain conditions, be required to make Credit Protection Payments, if any, to us. The Credit Protection Agreement will permit netting of the Credit Protection Payment due on any Payment Date against the Credit Premium Payment and Credit Protection Reimbursement Payment due on the Business Day immediately prior to such Payment Date. As a result, only one party will actually make a payment to the other in any given calendar month. See *"The Agreements — The Credit Protection Agreement — General"* and *"— Credit Protection Agreement Payments"*.

The credit protection afforded to us under the Credit Protection Agreement will terminate on, and no further payments will be made by us to the Trust or by the Trust to us after, the CPA Termination Date (whether on or prior to the Scheduled Maturity Date, including as the result of an event of default under the Credit Protection Agreement or a CPA Early Termination Event).

Sponsor	Freddie Mac. See "*We are In Conservatorship; Potential Receivership*", "*Additional Information*", "*Freddie Mac*" "*Risk Factors — Governance and Regulation*" and "*Risk Factors — Risks Relating to Freddie Mac*".
Indenture Trustee	U.S. Bank National Association.
Owner Trustee	Wilmington Trust, National Association.
Exchange Administrator	U.S. Bank National Association.
Investment Manager	U.S. Bancorp Asset Management, Inc.
Administrator	Freddie Mac.
Custodian	U.S. Bank National Association.
The Trust	The Freddie Mac STACR Trust 2019-FTR1 is a statutory trust under the laws of the State of Delaware. The purpose of the Trust is limited to engaging in the following activities: (a) to enter into and perform its obligations under the Credit Protection Agreement; (b) to enter into and perform its obligations under the Indenture; (c) to enter into and perform its obligations under the Investment Management Agreement; (d) to enter into and perform its obligations under the Administration Agreement; (e) to enter into and perform its obligations under the Account Control Agreement; (f) to enter into and perform its obligations under the Note Purchase Agreement; (g) to issue the Notes pursuant to the Indenture and the owner certificate pursuant to the Trust Agreement; (h) to enter into and perform its obligations under the other Basic Documents; (i) to invest the proceeds of the sale of the Notes in Eligible Investments and to invest the proceeds realized upon the maturity or redemption or other prepayment of Eligible Investments in additional Eligible Investments, from time to time, as contemplated in the Trust Agreement; and (j) to engage in such other activities, including entering into and performing its obligations under any other agreements that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith. The only Trust Assets will be all right, title and interest of the Trust in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Basic Documents, (b) the Distribution Account and any amounts from time to time on deposit therein, (c) the Custodian Account and any amounts from time to time on deposit therein, (d) all Eligible Investments and all income realized from the investment thereof, (e) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (f) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust. All of the Trust Assets, other than the Trust's rights under the Credit Protection Agreement, will be pledged to secure the payment of the Trust's obligations under the Credit Protection Agreement.

	All amounts payable by the Trust in respect of the Notes and the Credit Protection Agreement will be paid solely from and to the extent of the available proceeds from the Trust Assets. See "*The Trust*."
The Notes	On the Closing Date, the Trust will issue the Notes pursuant to the Indenture.
Original Notes	The Class B-2A and Class B-2B Notes.
Exchangeable Notes and MAC Notes	The Exchangeable Notes, in whole or in part, will be modifiable and combinable with the MAC Notes (and vice versa) as described in Table 2.
Closing Date	On or about May 21, 2019.
Scheduled Maturity Date	The Payment Date in January 2048.
Record Date	The Business Day immediately preceding a Payment Date, with respect to Book-Entry Notes, and the last Business Day of the month preceding a Payment Date, with respect to Definitive Notes.
Use of Proceeds	The Indenture Trustee will use the proceeds of the offering of the Notes to purchase Eligible Investments. The Indenture Trustee will use the earnings on and proceeds of the Eligible Investments to make Credit Protection Payments to us as well as to make any payments to the Noteholders with respect to principal and interest to the extent not paid by us in the form of Credit Premium Payments and Credit Protection Reimbursement Payments.
Notes Will Not Be Rated on the Closing Date	We have not engaged any NRSRO to rate the Notes on the Closing Date and we have no obligation to do so in the future. The absence of ratings may adversely affect the ability of an investor to purchase or retain, or otherwise impact the liquidity, market value and regulatory characteristics of the Notes.
The Offering	The Notes are being offered only to QIBs and will not be registered under the Securities Act or the securities laws of any state. See "*Notice to Investors*".
Transfer of the Notes	Transfers of interests in the Notes will be subject to certain restrictions. See "*Risk Factors — Lack of Liquidity*".
Payments on the Notes	The Trust will be required to pay the Interest Payment Amount on the Notes in arrears on the 25th day of each calendar month, commencing in June 2019 and ending on the Maturity Date, or if any such day is not a Business Day, on the first Business Day thereafter. On each Payment Date, the Interest Payment Amount for one or more Classes of Notes may be reduced as a result of Modification Events that reduce the yield on the Reference Obligations. See *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches"*.
	On each Payment Date prior to the Maturity Date on which certain tests related to minimum credit enhancement for the Class A-H Reference Tranche and net losses and delinquencies for the Reference Pool are

satisfied, the Trust will be required to pay principal on each Class of Original Notes (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) in an amount equal to the portion of the Senior Reduction Amount and/or Subordinate Reduction Amount, as applicable, allocated to reduce the Class Notional Amount of the corresponding Class of Reference Tranche on such Payment Date. If such tests are not satisfied, the Subordinate Reduction Amount will be zero and principal payments may not be made on the Notes. The amount of principal that is due on any Payment Date will reflect any Tranche Write-up Amounts and Tranche Write-down Amounts with respect to the related Reporting Period, as applicable. See *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount"*.

In addition, in connection with any Credit Event or Modification Event that results in any Tranche Write-down Amounts being allocated to any Class of Reference Tranche on a Payment Date, the Class Principal Balance of any corresponding Class of Notes will be reduced by such amount allocated thereto (without regard to any exchanges of Exchangeable Notes for MAC Notes). In addition, if any Tranche Write-down Amounts are allocated to a Class or Classes of Reference Tranches corresponding to a Class or Classes of Notes on any Payment Date, the Trust will owe us a Credit Protection Payment on such Payment Date equal to the aggregate amount of Tranche Write-down Amounts so allocated to reduce the Class Principal Balances of the Notes (without regard to any exchanges of Exchangeable Notes for MAC Notes). See "*Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches*". Any such reduction in the Class Principal Balance of any outstanding Class of Notes will result in a lower amount of interest payable on such Class of Notes on subsequent Payment Dates. See "*Prepayment and Yield Considerations — Credit Events and Modification Events*".

On the Maturity Date, the Trust will be required to pay the Class Principal Balance for each Class of Original Notes outstanding (without regard to any exchanges of Exchangeable Notes for MAC Notes). If on any Payment Date a Class of MAC Notes that is entitled to principal is outstanding, all principal amounts that are payable by the Trust on Exchangeable Notes that were exchanged for such MAC Notes will be allocated to, and paid to the Holders of, such MAC Notes in accordance with the exchange proportions applicable to the related Combination.

The Notes will be subject to mandatory redemption prior to the Scheduled Maturity Date upon the termination of the Credit Protection Agreement. The Notes will also be subject to acceleration at any time upon the occurrence of an Indenture Event of Default (see "*Description of the Notes — Scheduled Maturity Date and Early Redemption Date*" and "*The Agreements — The Indenture — Indenture Events of Default*").

	On each Payment Date on which the Trust is required to make a Credit Protection Payment under the Credit Protection Agreement, the Trust will allocate proceeds of Eligible Investments to such payment before allocating any proceeds of Eligible Investments to pay amounts owed on the Notes. See "*Status and Subordination*".
Prepayment and Yield Considerations	The Class Principal Balance of any outstanding Class of Notes will be reduced to the extent of any Tranche Write-down Amounts that are allocated to reduce the Class Notional Amount of the corresponding Class of Reference Tranche. Any such reduction in principal will result in a corresponding reduction in the related Interest Payment Amount on subsequent Payment Dates. The yield to maturity on the Notes (other than the Interest Only MAC Notes) will also be sensitive to changes in the rate of One-Month LIBOR. Because the Reference Obligations can be prepaid at any time, it is not possible to predict the rate at which investors will receive payments of principal. See "*Prepayment and Yield Considerations*".
Status and Subordination	The Credit Protection Payments and the Notes will be limited recourse obligations of the Trust. On each Payment Date, a portion of the Eligible Investments will be liquidated in an amount necessary to pay the net Credit Protection Payment owed by the Trust to us, if any, and the amount of principal owed by the Trust on the Notes, if any. The proceeds of such liquidated Eligible Investments will be allocated to payment of the Credit Protection Payment before being allocated to payments on the Notes. Except as described in the *third* through *sixth* priorities under "*Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Modification Loss Amount*", with respect to amounts allocated to the Notes on each Payment Date, the Class B-2A Notes will be senior in right of payment to the Class B-2B Notes. Pursuant to the Indenture, the Notes will be subject to (i) principal or notional amount write-downs as a result of Credit Events or Modification Events on the Reference Obligations and (ii) interest amount reductions as a result of Modification Events on the Reference Obligations. See *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Modification Loss Amount"* and *"— Allocation of Modification Gain Amount"; "Description of the Notes — Interest"; "Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount"*; *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Tranche Write-down Amounts"*; and "*Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Tranche Write-up Amounts*".

Eligible Investments	The Trust will use the proceeds of the sale of the Notes to purchase Eligible Investments. From time to time, the Trust will acquire additional Eligible Investments with the proceeds realized upon the maturity or redemption or other prepayment of existing Eligible Investments. At the time of purchase, Eligible Investments will be required to satisfy the criteria set forth in the definition of Eligible Investments in the "*Glossary of Significant Terms*". Eligible Investments will be required to mature within 60 days of the date on which they were purchased. Unused proceeds received from the maturity of Eligible Investments will be reinvested in additional Eligible Investments as described herein.
Credit Protection Agreement	On the Closing Date, we will enter into the Credit Protection Agreement with the Trust pursuant to which the Trust will sell credit protection to us with respect to the Reference Pool. The Credit Protection Agreement will be documented on the standard form of Multicurrency-Cross Border Master Agreement (1992) published by ISDA, as supplemented by a related schedule and the Confirmation. The Credit Derivatives Definitions will be incorporated into the Credit Protection Agreement by reference. Under the Credit Protection Agreement, we will be required to pay to the Trust the applicable Credit Premium Payment and Credit Protection Reimbursement Payment, if any, on the Business Day prior to each Payment Date. See "*The Agreements — The Credit Protection Agreement — Credit Protection Agreement Payments*". Under the Credit Protection Agreement, the Trust will be required, subject to the satisfaction of certain conditions, to pay applicable Credit Protection Payments to us based on the Credit Events and Modification Events that occurred during the related Reporting Period. The Credit Protection Agreement will permit netting of the Credit Protection Payment owed to us by the Trust on any Payment Date against any Credit Premium Payment and Credit Protection Reimbursement Payment owed to the Trust by us on the Business Day immediately prior to such Payment Date. As a result, only one party (i.e., either the Trust or us) will actually make a payment to the other in any given calendar month. See "*The Agreements — The Credit Protection Agreement — Credit Protection Agreement Payments*".
Reference Pool	The Credit Protection Agreement will reference the Reference Pool. The Reference Pool will consist of the Reference Obligations. The Reference Obligations are (i) mortgage loans that meet the Eligibility Criteria and were originated on or after August 1, 2016 and (ii) subject to the CFTC granting our request to amend the No-Action Letter as described in this Memorandum and the satisfaction of certain other conditions, any Enhanced Relief Refinance Reference Obligations included in the Reference Pool in the future in replacement of the corresponding original Reference Obligations that are refinanced under the Enhanced Relief Refinance Program. Each of the original Reference Obligations must meet the Eligibility Criteria and must have no Underwriting Defects, Major Servicing Defects or Minor Servicing Defects that were known to us as of April 2, 2019 or

	that were subsequently discovered through the Third-Party Diligence Provider's due diligence review as described under *"The Reference Obligations — Third-Party Due Diligence Review"*. See *"General Mortgage Loan Purchase and Servicing — Servicing Standards"* and *"— Quality Control Process"* in Appendix F for a description of how Major Servicing Defects, Minor Servicing Defects and Underwriting Defects may be discovered through our quality control processes. See also *"General Mortgage Loan Purchase and Servicing — Enhanced Relief Refinance Program"* in Appendix F for a description of the Enhanced Relief Refinance Program. See Appendix A for additional information on the Reference Pool.
Notes Acquired by Us	We may, from time to time, purchase or otherwise acquire some or all of any Class of Notes at any price or prices, in the open market or otherwise. Notes of any particular Class we hold or acquire will have an equal and proportionate benefit to Notes of the same Class held by other Holders, without preference, priority or distinction, except that in determining whether the Holders of the required percentage of the outstanding Class Principal Balance or Notional Principal Amount, as applicable, of the Notes have given any required demand, authorization, notice, consent or waiver under the Indenture, any Notes owned by us or any person directly or indirectly controlling or controlled by or under direct or indirect common control with us will be disregarded and deemed not to be outstanding for the purpose of such determination. See "*The Agreements — The Indenture — Indenture Events of Default*". Any Notes that we hold will be held as investment and may be sold from time to time in our sole discretion.
Legal Status	The Notes will be issued by the Trust. The Notes will have limited recourse to the Trust Assets, subordinate to our claims under the Credit Protection Agreement and the Indenture. The Notes will be obligations (or interests in such obligations) of the Trust only. The MAC Notes represent interests in the Exchangeable Notes. **The United States does not guarantee the Notes or any interest or return of discount on the Notes. The Notes are not debts or obligations (or interests in debts or obligations) of us or the United States or any agency or instrumentality of the United States.**
Certain Relationships and Affiliations	We are the Sponsor and Administrator and will pay the Fees and Expenses of the Transaction Parties and the Trust. Further, we guarantee any PCs that are backed by Reference Obligations. Our obligations under such guarantees are not collateralized. Subject to the CFTC granting our request to amend the No-Action Letter as described in this Memorandum and the satisfaction of certain other conditions, we will have the right in the future to replace Reference Obligations in the Reference Pool with Enhanced Relief Refinance Reference Obligations. See *"General Mortgage Loan Purchase and Servicing — Enhanced Relief Refinance Program"* in Appendix F for a description of the Enhanced Relief Refinance Program. These roles and our relationships with the related sellers and servicers may give rise to conflicts of interest as further described in this Memorandum

	under "*Risk Factors — The Interests of the Transaction Parties and Others May Conflict With and be Adverse to the Interests of the Noteholders — Our Interests May Not Be Aligned With the Interests of the Noteholders*". Furthermore, as described in *"Risk Factors — The Interests of the Transaction Parties and Others May Conflict With and be Adverse to the Interests of the Noteholders — Potential Conflicts of Interest of the Initial Purchasers and their Affiliates"*, certain of the Initial Purchasers are affiliated with specific sellers and servicers of Reference Obligations and the aggregate UPB of the Reference Obligations (as of the Cut-off Date) related to each such seller and servicer exceeded 1% of the Cut-off Date Balance of the Reference Pool. You should be aware that other Initial Purchasers may be affiliated with sellers and/or servicers of Reference Obligations, but the aggregate UPB of the Reference Obligations (as of the Cut-off Date) related to any such seller and/or servicer did not exceed 1% of the Cut-off Date Balance of the Reference Pool.
Interest	Each Class of Notes will bear interest, and solely for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts, the Class MB-H and Class B-3H Reference Tranches will be deemed to bear interest calculated pursuant to the applicable Class Coupon formula shown in Table 1. The initial Class Coupons that will apply to the first Accrual Period are also set forth in Table 1. The Indenture Trustee will calculate the Class Coupon for the Notes or the Class MB-H and Class B-3H Reference Tranches for each Accrual Period (after the first Accrual Period) on the applicable LIBOR Adjustment Date. The Indenture Trustee will determine One-Month LIBOR using the method described in the definition of One-Month LIBOR in the "*Glossary of Significant Terms*". If ICE ceases to set or publish a rate for LIBOR and/or we determine that the customary method for determining LIBOR is no longer viable, we may elect to designate an alternative method or alternative index. In making an election to use any alternative method or index, we may take into account a variety of factors, including then-prevailing industry practices or other developments. We may also, for any period, apply an adjustment factor to any alternative method or index as we deem appropriate to better achieve comparability to the current index and other industry practices. See *"Description of the Notes — Interest"*. Interest on the Notes will be payable monthly in arrears on each Payment Date commencing in June 2019. On any Payment Date, the Interest Payment Amount for one or more Classes of Notes may be reduced as a result of Modification Events during the related Reporting Period that reduce the yield on the Reference Obligations. See *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Modification Loss Amount"*.
United States Federal Tax Consequences	The Trust will receive an opinion from Shearman & Sterling LLP that, although the tax characterization is not free from doubt, the Original Notes, including Notes sold by virtue of a sale of related

MAC Notes, will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. The Trust, Freddie Mac and each Beneficial Owner of a Note, by acceptance of such Note, will agree to treat such Note in the manner described above unless a change in law or administrative practice requires a Note to be treated in some other manner. See "*Certain United States Federal Tax Consequences — Treatment of the Notes*."

To the extent payments on the Original Notes (and related MAC Notes) are treated as interest with respect to the interest-bearing collateral arrangement, such interest will be eligible for the portfolio interest exemption subject to certain exceptions and requirements. To the extent payments on the Original Notes (and related MAC Notes) are treated as guarantee fees, Shearman & Sterling LLP is of the opinion that such payments generally will be foreign source for Non-U.S. Beneficial Owners that are not engaged in the conduct of a U.S. trade or business. Accordingly, Shearman & Sterling LLP is of the opinion that such payments will not be subject to U.S. withholding tax. Potential investors that are Non-U.S. Beneficial Owners should consult with their tax advisors. See "*Certain United States Federal Tax Consequences — Non-U.S. Beneficial Owners.*"

In the opinion of Shearman & Sterling LLP, although the matter is not free from doubt, neither the Trust nor any portion thereof will be classified as an association taxable as a corporation, a publicly traded partnership taxable as a corporation or a taxable mortgage pool taxable as a corporation for U.S. federal income tax purposes. In addition, in the opinion of Shearman & Sterling LLP, the Trust will not be treated as engaged in the conduct of a U.S. trade or business as a result of its contemplated activities. See "*Certain United States Federal Tax Consequences — Treatment of the Trust*."

The MAC Pool will be classified as a grantor trust for U.S. federal income tax purposes. See *"Certain United States Federal Tax Consequences"* for additional information.

Legal Investment . . . . . To the extent that your investment activities are subject to investment laws and regulations, regulatory capital requirements or review by regulatory authorities, you may be subject to restrictions on investment in the Notes. You should consult your legal, tax and accounting advisers for assistance in determining the suitability of and consequences to you of the purchase, ownership and sale of the Notes.

You should be aware that the Notes do not represent an interest in and are not secured by the Reference Pool or any Reference Obligation and that the Notes do not represent obligations of Freddie Mac.

The Notes will not constitute "mortgage related securities" for purposes of SMMEA.

See *"Legal Investment"* for additional information.

ERISA Considerations	The Notes may not be acquired or held by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. See *"Certain ERISA Considerations"*.
Investment Company Act	The Trust has not registered and will not register with the SEC as an investment company under the Investment Company Act in reliance on Section 2(b) of the Investment Company Act. The Trust has been structured with the intent that it will not constitute a "covered fund" for purposes of the Volcker Rule. See *"Risk Factors — Investment Factors and Risks Related to the Notes — Risks Associated with the Investment Company Act"* and *"— Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Notes, Which May Limit Investors' Ability to Sell the Notes"*.
Commodity Pool Operator	We have not registered as a commodity pool operator with the CFTC in reliance on the No-Action Letter issued to us by the CFTC Division of Swap Dealer and Intermediary Oversight. Therefore, unlike a registered commodity pool operator that is operating a commodity pool without reliance on the No-Action Letter, we are not required to deliver a CFTC disclosure document to prospective investors, nor to provide investors with certified annual reports. It is our understanding that entities that invest in the Notes may, at the time of investment, treat the Notes as if they were issued by a pool whose operator has not registered with the CFTC as a commodity pool operator in reliance on the exemption from registration provided by CFTC Rule 4.13(a)(3) promulgated under the Commodity Exchange Act and for purposes of any fund-of-funds analysis that such entities conduct. See *"Risk Factors — Investment Factors and Risks Related to the Notes — Risks Associated with the Commodity Exchange Act"*. You should make your own determination, in consultation with your attorneys and other advisors, as to whether you should rely on the No-Action Letter provided to us for exemption from the commodity pool operator registration requirements under the Commodity Exchange Act and the regulations promulgated thereunder and you should make your own evaluation in consultation with your attorneys and other advisors as to whether your investment in the Notes changes your status or the status of persons who may be considered your operators for the purpose of the Commodity Exchange Act and the regulations promulgated thereunder, as well as with respect to any related filing, disclosure or other requirements. A copy of the No-Action Letter is attached hereto as Appendix E. See "*Risk Factors — Investment Factors and Risks Related to the Notes — Risks Associated with Compliance with the No-Action Letter*".

RISK FACTORS

General

You should carefully consider the risk factors discussed below in conjunction with and in addition to the other information contained in this Memorandum before making an investment in the Notes. In particular, you should be aware that:

- The risks and uncertainties described below are not the only ones relating to the Notes. Additional risks and uncertainties not presently known or that are currently deemed immaterial also may impair an investment in the Notes. If any of the following risks actually occur, an investment in the Notes could be materially and adversely affected.
- The risks and uncertainties of the MAC Notes reflect the risks and uncertainties of the related Exchangeable Notes that may be exchanged for such MAC Notes. Accordingly, investors in the MAC Notes should consider the risks described herein with respect to the related Exchangeable Notes as if they were investing directly in such Exchangeable Notes.
- This Memorandum contains forward-looking statements that involve risks and uncertainties. Actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks described below and elsewhere in this Memorandum.
- Each prospective investor is responsible for determining whether the Notes constitute a legal investment for such prospective investor.
- The Notes will not constitute "mortgage related securities" for purposes of SMMEA, and the Notes may be regarded as high-risk, derivative, risk-linked or otherwise complex securities. The Notes should not be purchased by prospective investors who are prohibited from acquiring securities having the foregoing characteristics.
- The Notes are not suitable investments for all prospective investors. The Notes are complex financial instruments. Because the Notes are linked to the Reference Pool and certain of the Reference Tranches established pursuant to the hypothetical structure described in *"Transaction Overview"*, you should not purchase any Note unless you or your financial advisors possess the necessary expertise to analyze the potential risks associated with an investment in mortgage securities.
- You should not purchase any Notes unless you understand, and are able to bear, the prepayment, credit, liquidity, market and other risks associated with the Notes.
- You should not construe the issuance of the Notes as an endorsement of the Notes or the performance of the Reference Obligations or the Eligible Investments by any of the Issuer, us, the Initial Purchasers, the Indenture Trustee, the Owner Trustee, any of their respective affiliates or any other person.
- Principal and interest payments on the Notes will be subordinated to the Issuer's obligations to pay us under the Credit Protection Agreement.
- With respect to any Payment Date, income earned on Eligible Investments is expected to be less than the amounts needed to pay interest on the Notes, and if we fail to pay the Credit Premium Payment under the Credit Protection Agreement, the Issuer, as a result, may be unable to pay the entire amount of interest and principal payable on the Notes.
- If we fail to pay the Credit Protection Reimbursement Payment due on any Payment Date, there may be insufficient funds available to pay principal then due on the Notes.
- There can be no assurance that losses will not occur on any Eligible Investments, and the Noteholders may be exposed to the risk of loss on the Eligible Investments, to the extent that we fail to cover such losses by making a Credit Premium Payment when due. In addition, there will be no issuer concentration limits on the amounts that may be invested in a single Eligible Investment.

- The Notes will be obligations of the Issuer only and will be payable without recourse to the Issuer except to the extent of the Collateral, which the Issuer will pledge on the Closing Date to the Indenture Trustee for the benefit of the Protected Party and the Noteholders.
- The Notes will not be obligations of or interests in us or our affiliates, will not be insured or guaranteed by any governmental agency or other person and will not be covered by any reserve fund upon the insolvency or receivership of the Issuer or us.
- The Notes neither will represent an interest in nor will be secured by the Reference Obligations, and the Notes will not represent a participation or other interest in the Reference Obligations. Accordingly, prospective investors should not look to the Reference Obligations as a source of payments on the Notes.
- If a CPA Early Termination Date is designated, the Notes will be subject to early redemption on the corresponding Early Redemption Date. In such event, the outstanding Notes will be redeemed from amounts then available in the Distribution Account on such Early Redemption Date. For the avoidance of doubt, no termination payments will be made that reflect the mark-to-market value of the Credit Protection Agreement upon an early termination of the Credit Protection Agreement. Accordingly, Holders of Notes that were purchased at a premium or Holders of Interest-Only MAC Notes may not recover their investments in such Notes if an early redemption occurs.
- No mark-to-market termination payment will be payable by either us or the Trust on a CPA Early Termination Date.

Risks Associated with the Credit Protection Agreement

Credit of Freddie Mac

The receipt by Holders of interest and principal payments on their Notes will be dependent on the Trust's timely receipt of payments from, and therefore the credit of, Freddie Mac. The United States does not guarantee the Notes or any interest or return of discount on the Notes. The Notes are not debts or obligations (or interests in debts or obligations) of us or the United States or any agency or instrumentality of the United States.

Risks Associated with an Early Termination of the Credit Protection Agreement

Pursuant to the Credit Protection Agreement, no amounts (other than any Credit Premium Payment, Credit Protection Payment or Credit Protection Reimbursement Payment that becomes due and payable on or before the CPA Early Termination Date, in each case, together with interest thereon) will be payable by either the Trust or us in connection with the early termination of the Credit Protection Agreement. As a result, Holders of the Notes will not benefit from any improvements in the credit profile of the Reference Pool (and corresponding improvements in the market value of the Credit Protection Agreement) in connection with the early termination of the Credit Protection Agreement.

Further, if the credit risk profile of the Reference Pool were to deteriorate so that the Protected Party was "in the money" under the Credit Protection Agreement—meaning that the expected value of the payments from the Trust to the Protected Party exceeded the expected value of the payments from the Protected Party to the Trust—it is possible that a conservator or receiver on the Protected Party's behalf would object to the termination of the Credit Protection Agreement without a termination payment from the Trust to the Protected Party that reflected the anticipated cost to the Protected Party of obtaining replacement credit protection (which cost may be referred to as the market value). It is typical for swaps such as the Credit Protection Agreement to be closed out at early termination with a payment to the counterparty that is in the money, even if that party is the one that defaulted under the swap. A conservator or receiver for the Protected Party might assert that any termination provision that did not include such a termination payment was unenforceable under applicable insolvency law. If such a claim were successful, the Trust could be required to make a payment to the Protected Party in connection with the termination of the Credit Protection Agreement in an amount equal to the market value of the Credit Protection Agreement as of the CPA Early Termination Date, which could result in losses to the Holders of the Notes.

The Credit Protection Agreement permits, but does not require, the non-defaulting party (in the case of an event of default under the Credit Protection Agreement), either party (in the case of an Illegality), the Burdened Party (in the case of a Tax Event Upon Merger), any Affected Party (in the case of a Tax Event or a CPA Additional Termination Event in respect of which there is more than one Affected Party) or the party which is not the Affected Party (in the case of a CPA Additional Termination Event in respect of which there is only one Affected Party) to terminate the Credit Protection Agreement upon the occurrence of an event of default under the Credit Protection Agreement or a CPA Early Termination Event. With respect to a CPA Additional Termination Event resulting from the occurrence of an acceleration of the maturity of the Notes in accordance with the Indenture, there are two Affected Parties. Accordingly, we and/or the Trust will be entitled to designate a CPA Early Termination Date with respect thereto. However, with respect to every other CPA Additional Termination Event, the Trust is the only Affected Party and accordingly, we (and not the Trust) will be the only party entitled to designate a CPA Early Termination Date with respect thereto. See *"The Agreements — The Credit Protection Agreement — CPA Scheduled Termination Date and CPA Early Termination Date"*. The Noteholders are not a party to the Credit Protection Agreement and may direct the Indenture Trustee to act or refrain from taking action only pursuant to the terms of the Indenture. Under the Indenture, Noteholders do not have the authority to accelerate the maturity of the Notes or to direct the Indenture Trustee to take action unless and until an Indenture Event of Default occurs. However, if an Indenture Event of Default occurs and is continuing and the Notes have been declared due and payable and such declaration and the consequences of such Indenture Event of Default and acceleration have not been rescinded and annulled, the Holders of a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) may direct the Indenture Trustee to designate a CPA Early Termination Date in accordance with the Credit Protection Agreement. See *"The Agreements — The Indenture — Indenture Events of Default — Remedies; Liquidation of Collateral"*, *"The Agreements — The Indenture — Application of Proceeds"* and *"The Agreements — The Credit Protection Agreement — CPA Scheduled Termination Date and CPA Early Termination Date"*.

Risks Relating to the Notes Being Linked to the Reference Pool

The Notes Bear the Risk of Credit Events and Modification Events on the Reference Pool

The Notes are not backed or secured by the Reference Obligations and payments on the Reference Obligations will not be available or used to make payments on the Notes. However, each Class of Notes will have credit exposure to the Reference Obligations, and the performance of and yield to maturity on the Notes will be affected by the amount and timing of Credit Events and Modification Events on the Reference Obligations (and the severity of losses realized with respect thereto). See *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches"*.

A Credit Event or Modification Event in respect of a Reference Obligation may occur due to one or more of a wide variety of factors, including a decline in real estate values, and adverse changes in the related mortgagor's financial condition and the related mortgagor's employment. A decline in real estate values or economic conditions nationally or in the regions where the related Mortgaged Properties are concentrated may increase the risk of Credit Events and Modification Events on the Reference Obligations (as well as the severity of the losses realized with respect thereto). In addition, Reference Obligations secured by second homes and investment properties may have a higher risk of being subject to a Credit Event or Modification Event than those secured by primary residences.

Following a Credit Event or Modification Event with respect to a Reference Obligation that results in a Tranche Write-down Amount for the related Payment Date, pursuant to the hypothetical structure, such Tranche Write-down Amount will be applied to reduce the Class Notional Amount of the most subordinate Class of Reference Tranche that still has a Class Notional Amount greater than zero. Because each Class of Notes corresponds to a related Class of Reference Tranche, any Tranche Write-down Amount allocated to a Class of Reference Tranche pursuant to the hypothetical structure will result in a corresponding reduction in the Class Principal Balance or Notional Principal Amount, as applicable, of the corresponding Class of Notes and any related MAC Notes. Any such reductions in Class Principal Balance or Notional Principal Amount, as applicable, may result in a loss of all or a portion of your investment in the Notes. See *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Tranche Write-down Amounts"*.

Similarly, because each Class of Notes corresponds to a related Class of Reference Tranche, following a Modification Event, the Modification Loss Amount, if any, allocated to a Class of Reference Tranche pursuant to the hypothetical structure will result in a reduction in the Interest Payment Amount and/or a reduction in the Class Principal Balance or Notional Principal Amount, as applicable, of the corresponding Class of Notes and any related MAC Notes. It should be noted that the Class B-2A Notes (and any related MAC Notes) will be allocated Modification Loss Amounts to reduce their Interest Payment Amounts immediately after the allocation of Modification Loss Amounts to reduce the Interest Payment Amounts of the Class B-2B Notes (and any related MAC Notes) and before the allocation of Modification Loss Amounts to reduce the Class Principal Balance of the Class B-2B Notes (and any related MAC Notes). See *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Modification Loss Amount."*

Holders of Notes Have No Rights or Remedies With Respect to the Reference Obligations

Under the Credit Protection Agreement, the Trust will have a contractual relationship only with us and not with any mortgagor. The Trust Assets will not include any Reference Obligations and Holders will have no right to vote or exercise any other right or remedy with respect to a Reference Obligation or any mortgagor's obligations thereunder and will have no legal or equitable interest therein.

Delay in Liquidation; Net Liquidation Proceeds May Be Less Than Mortgage Balance

Substantial delays in distributions of principal on the Notes could be encountered in connection with the liquidation of delinquent Reference Obligations. Delays in foreclosure proceedings may ensue in certain states resulting in increased volumes of delinquent mortgage loans. Further, reimbursement for servicing advances (which for this purpose, does not include advances of delinquent interest) made by the seller/servicers and liquidation expenses such as legal fees, real estate taxes and maintenance and preservation expenses will reduce Net Liquidation Proceeds resulting in greater losses being allocated to the Notes. See "*— The Rate and Timing of Principal Payment Collections on the Reference Obligations will Affect the Yield on the Notes*".

The Timing of Credit Events and Modification Events (and the Severity of Losses Realized with Respect Thereto) May Adversely Affect Returns on the Notes

The timing of Tranche Write-down Amounts and the allocation of Modification Loss Amounts and the severity of losses realized with respect thereto, in each case may adversely affect the return earned on the Notes. The timing of the occurrence of Credit Events and Modification Events may significantly affect the actual yield on the Notes, even if the average rate of Credit Event occurrences and Modification Event occurrences are consistent with your expectations. In general, the earlier the occurrence of Credit Events and Modification Events, the greater the effect on your yield to maturity. The timing of Tranche Write-down Amounts and the allocation of Modification Loss Amounts could be affected by one or more of a wide variety of factors, including the creditworthiness of the related mortgagor, the related mortgagor's willingness and ability to continue to make payments, and the timing of market economic developments, as well as legislation, legal actions or programs that allow for the modification of mortgage loans or for mortgagors to obtain relief through bankruptcy or other avenues.

The rate and timing of the discovery and confirmation of Unconfirmed Underwriting Defects and Unconfirmed Servicing Defects, as well as the confirmation of Underwriting Defects and Major Servicing Defects, may also affect the rate and timing of principal payments on the Reference Obligations. When, through our quality control processes, we make a final determination that a Reference Obligation has an Underwriting Defect or a Major Servicing Defect, we will remove the affected Reference Obligation from the Reference Pool and the UPB of such Reference Obligation will be treated as if it were prepaid in full concurrent with such removal. A Reference Pool Removal has the same effect on the Reference Pool as a prepayment in full. See *"General Mortgage Loan Purchase and Servicing — Servicing Standards"* and *"— Quality Control Process"* in Appendix F for a description of our quality control processes. See also *"— Our Review of Reference Obligations That Become Credit Event Reference Obligations May Not Result in Reversed Credit Event Reference Obligations"*.

Any Tranche Write-down Amounts allocated to reduce the Class Notional Amount of a Class of Reference Tranche will result in a corresponding reduction in the Class Principal Balance of the corresponding Class of Notes, which will result in a reduction in the interest paid on those Notes. Therefore, the timing of Tranche Write-down Amounts, as well as the overall amount of such Tranche Write-down Amounts, will affect your return on the Notes. In addition, to the extent that the Class Principal Balance of a Class of Notes is written down due to the allocation of Tranche Write-down Amounts, the interest that accrues on such Class of Notes will be lower than if such Notes had not been written down. It should be noted that if in the future the Class Principal Balance of such Class or Classes of Notes is written up due to the allocation of Tranche Write-up Amounts, the Holders of such Notes will not be entitled to the interest that would have accrued had such write-downs not occurred. Credit Events may ultimately be reversed, which will result in Tranche Write-up Amounts that write up the Class Notional Amounts of the Reference Tranches. During the period in which Tranche Write-down Amounts have been allocated, prior to any reversal of Credit Events, the Notes will have lost accrued interest on the Class Principal Balance that was so written down due to the allocation of such Tranche Write-down Amounts for the period of time during which the Credit Event existed and was not reversed. See *"— Investment Factors and Risks Related to the Notes — Significant Write-downs of the Notes That are Subsequently Subject to Write-ups Will Result in Lost Accrued Interest"* below. Similarly, any Modification Loss Amounts allocated to any Class of Reference Tranche will result in a corresponding reduction of the Interest Payment Amount of the corresponding Class of Notes. Therefore, the timing of the allocation of Modification Loss Amounts, as well as the overall amount of such Modification Loss Amounts, will affect the return on the Notes.

Further, to the extent that Credit Events occur and are later reversed resulting in the allocation of Tranche Write-up Amounts to write up the Class Notional Amounts of the Reference Tranches, during the period in which the Tranche Write-up Amounts had not yet occurred, the Minimum Credit Enhancement Test, the Cumulative Net Loss Test and the Delinquency Test may not be satisfied due to such Credit Events. As a result, any principal collections on the Reference Obligations that may otherwise have been allocated to any subordinate Class of Reference Tranches during such period will instead be allocated to the Class A-H Reference Tranche, thereby reducing the amount of principal that will be paid to the Noteholders during such period.

The Issuer Relies on us for Credit Premium Payments, Credit Protection Reimbursement Payments and Reimbursement of Expenses

With respect to each Payment Date, the earnings on the Eligible Investments for such Payment Date are expected to be less than the aggregate Interest Payment Amount for such Payment Date. The Credit Premium Payments under the Credit Protection Agreement are intended to fund, in addition to principal losses, if any, on Eligible Investments, the difference between the Interest Payment Amounts payable by the Issuer in respect of the Notes and the earnings on the Eligible Investments. See also *"Risks Related to Eligible Investments — Noteholders Are Exposed to the Value of the Underlying Assets of the Relevant Eligible Investments"*. Accordingly, in the event we fail to pay any Credit Premium Payments to the Issuer when due under the Credit Protection Agreement, whether because of our creditworthiness or otherwise, the Issuer would be unable to make full payments of interest on the Notes on the related Payment Date. Subject to notice and expiration of a 30-day cure period, our failure to pay the full amount of Credit Premium Payments due and payable under the Credit Protection Agreement will entitle the Trust to designate a CPA Early Termination Date which, in turn, will result in a redemption of the Notes prior to the Scheduled Maturity Date. See *"The Agreements — The Credit Protection Agreement — CPA Scheduled Termination Date and CPA Early Termination Date"*.

The Issuer's source of funds for repayment of the outstanding Class Principal Balances of the Notes will be limited to the proceeds of the liquidation of the Eligible Investments and any Credit Premium Payments and Credit Protection Reimbursement Payments we are required to make under the Credit Protection Agreement. Consequently, in the event that we fail to make the Credit Premium Payments and Credit Protection Reimbursement Payments required by the Credit Protection Agreement, you will be exposed to changes in the market value of the Eligible Investments. There can be no assurance that there will be no default with respect to payments on the Eligible Investments or mark to market declines in the value of Eligible Investments. However, the Credit Premium Payments are intended to make the Issuer whole for investment and trading losses realized, in the aggregate, on the Eligible Investments. Accordingly, in the event we fail to pay any Credit Premium Payments to the Issuer when due under the Credit Protection Agreement, whether because of our

creditworthiness or otherwise, the Issuer could be unable to make full payments of principal on the Notes on the related Payment Date. Subject to notice and expiration of a 30-day cure period, our failure to pay the full amount of Credit Premium Payments due and payable under the Credit Protection Agreement will entitle the Trust to designate a CPA Early Termination Date which, in turn, will result in a redemption of the Notes prior to the Scheduled Maturity Date. See *"The Agreements — The Credit Protection Agreement — CPA Scheduled Termination Date and CPA Early Termination Date"*.

The Credit Protection Agreement will require us to reimburse the Issuer for certain events that result in a Tranche Write-up Amount being allocated to increase the Class Principal Balance of a Class of Notes. In the event we fail to pay any Credit Protection Reimbursement Payment to the Issuer when due, whether because of our creditworthiness or otherwise, the Issuer would be unable to make full payment of principal on the Notes. Subject to notice and expiration of a 30-day cure period, our failure to pay the full amount of any Credit Protection Reimbursement Payment when due and payable under the Credit Protection Agreement will entitle the Trust to designate a CPA Early Termination Date under the Credit Protection Agreement which, in turn, will result in a redemption of the Notes prior to the Scheduled Maturity Date. See "*The Agreements — The Credit Protection Agreement — Credit Protection Agreement Payments*".

In addition, the Administration Agreement will require us to reimburse the Issuer for Expenses. Our failure to pay Expenses for any reason, whether because of our creditworthiness, the application of the relevant Expense Cap or otherwise, will result in the Issuer's inability to pay its operating expenses. Subject to notice and expiration of a 30-day cure period, our failure to pay Expenses (subject to the relevant Expense Cap) in an amount equal to or greater than the Threshold Amount when due under the Administration Agreement will constitute an event of default under the Credit Protection Agreement.

Our Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes

We undertook a certain limited loan review procedures with respect to various aspects of a sample of a small percentage of the Reference Obligations, including a review of the underwriting of certain of the Reference Obligations conducted by each seller and verification of certain aspects of the Reference Obligations. See *"General Mortgage Loan Purchase and Servicing — Quality Control Process — Performing Loan Quality Control Review"* and *"— Limitations of the Quality Control Review Process"* in Appendix F. This review was not conducted specifically in connection with the Reference Pool, but with respect to a sample of all our mortgage loans in the normal course of our quality control process. During the course of this review, certain of the Reference Obligations were included in the sample that was reviewed. In conducting these review procedures, we relied on information and resources available to us. These review procedures were intended to discover certain material discrepancies and possible Underwriting Defects in the sample of the mortgage loans (including the sampled Reference Obligations) reviewed. However, these procedures did not constitute a re-underwriting of the mortgage loans (including the sampled Reference Obligations), and were not designed or intended to discover every possible defect and may not be consistent with the type and scope of review that any individual investor would deem appropriate. In addition, to the extent that the limited review conducted revealed factors that could affect how the Reference Obligations may perform, we may have incorrectly assessed the potential significance of the discrepancies that we identified or Unconfirmed Underwriting Defects that we failed to identify. There can be no assurance that any review process conducted uncovered relevant facts that could be indicative of how the reviewed Reference Obligations will perform. In addition, because our review was not conducted specifically in connection with the Reference Pool, but with respect to a sample of all of our mortgage loans in the normal course of our quality control process, we cannot assure you that the error rates we found in the course of our review are applicable to the Reference Pool. Investors should note that we undertook this limited loan file review with respect to only a sample of the Reference Obligations and did not undertake any loan file review for the remaining Reference Obligations. The selection of the mortgage loans that were reviewed was made by us and not by any independent third party.

Furthermore, in our limited review we did not review the sampled Reference Obligations to ensure that the originators abided by federal, state and local laws and regulations, such as consumer protection laws, in originating the loans, other than certain laws where we may face legal liability for the originators'

noncompliance. We rely on representations and warranties from our sellers that the Reference Obligations have been originated and are being serviced in compliance with all applicable federal, state and local laws and regulations and on federal regulatory agencies that are responsible for enforcing laws that protect mortgagors in this regard. If a Credit Event or Modification Event occurs with respect to a Reference Obligation and we perform a review of such Reference Obligation, we do not have procedures in place to review the Reference Obligation to determine whether an Underwriting Defect exists with respect to such Reference Obligation as a result of a breach of the representation and warranty concerning compliance with all applicable federal, state and local laws and regulations. You should note that to the extent a Credit Event or Modification Event with respect to a Reference Obligation occurs and the Reference Obligation does not comply with all applicable laws, we may not discover a breach related thereto.

Our Limited Review of a Sample of a Small Percentage of the Reference Obligations Covers Only Some of the Defects Which Could Lead to Credit Events or Modification Events and Would Not Detect All Potentially Relevant Defects

Mortgage loan and mortgage security credit risk is influenced by various factors, including, primarily, the credit profile of the mortgagor (e.g., Credit Score, credit history and monthly income relative to debt payments), documentation level, the number of mortgagors, the features of the mortgage itself, the purpose of the mortgage, occupancy type, the type of property securing the mortgage, the LTV ratio and local and regional economic conditions, including home prices and unemployment rates. Our limited review of the Reference Obligations addresses only some of these factors. Importantly, it does not address economic conditions, unemployment rates or other factors that in the past have had, and in the future could have, a material adverse effect on the value of the Reference Obligations and the Notes. You should note that this limited review of the Reference Obligations by us only covers some of the defects which could lead to Credit Events or Modification Events.

Our Quality Control and Quality Assurance Processes Are Not Designed to Protect Noteholders

We undertake quality control reviews and servicing quality assurance reviews of small samples of the mortgage loans that sellers deliver to us and that servicers service for us. These processes are intended to determine, among other things, the accuracy of the representations and warranties made by the sellers in respect of the mortgage loans that are sold to us, as well as the presence of servicing related deficiencies. While you may benefit from our quality control and quality assurance processes to the extent that any Unconfirmed Underwriting Defect identified ultimately becomes an Underwriting Defect or any Unconfirmed Servicing Defect ultimately becomes a Major Servicing Defect, in each case resulting in a Tranche Write-up Amount, our processes are not designed or intended to protect Noteholders. We have ultimate discretion to determine whether or not to pursue the remediation of any issues with respect to mortgage loans identified through our quality control and quality assurance processes and have no express obligation to do so. Our quality control review and servicing quality assurance reviews in connection with the STACR 2018-DNA2 transaction excluded from the STACR 2018-DNA2 reference pool any mortgage loans deemed by us to have unconfirmed underwriting defects or unconfirmed servicing defects. Since the closing of the STACR 2018-DNA2 transaction, our quality control review and servicing quality control assurance review procedures have been amended to include mortgage loans in STACR reference pools that we have identified as having unconfirmed underwriting defects or unconfirmed servicing defects. Accordingly, to the extent our quality control or quality assurance review undertaken after the closing of the STACR 2018-DNA2 transaction identifies any Unconfirmed Underwriting Defect or Unconfirmed Servicing Defect with respect to any Reference Obligation, each such Reference Obligation will be included as part of the Reference Pool as of the Closing Date, and will only be removed from the Reference Pool after the Closing Date to the extent that such Unconfirmed Underwriting Defect or Unconfirmed Servicing Defect becomes an Underwriting Defect or a Major Servicing Defect, as applicable. See Appendix A for additional information on the Reference Pool. No Reference Obligation will be removed from the Reference Pool solely as a result of the determination of a Minor Servicing Defect after the Closing Date, and any such Reference Obligation will remain eligible to become subject to an Underwriting Defect or a Major Servicing Defect. Any benefit that you may derive from the information associated with our standard quality control and quality assurance processes should be weighed against the fact that the mortgage loans subject to our monthly review may or may not mirror the loans that are in the Initial Cohort Pool. You are encouraged to make your own determination as to the extent to which you place reliance on the limited quality control and quality

assurance processes we undertake. Additionally, we may at any time change our quality control and quality assurance processes in a manner that is detrimental to the Noteholders. See *"General Mortgage Loan Purchase and Servicing — Quality Control Process"* in Appendix F.

Our Review of Reference Obligations That Become Credit Event Reference Obligations May Not Result in Reversed Credit Event Reference Obligations

We will examine through our non-performing loan quality control process every Credit Event Reference Obligation, provided applicable representations and warranties are still in effect and the loan age is less than five years. We may, at our discretion, review Credit Event Reference Obligations with a loan age of five years or greater. You should note that certain representations and warranties may not be enforceable to the extent we have granted Collateral Representation and Warranty Relief or to the extent our ability to enforce the representations and warranties has expired. See *"General Mortgage Loan Purchase and Servicing — Sunset of Representations and Warranties"* and *"General Mortgage Loan Purchase and Servicing — Quality Control Process — Non-Performing Loan Quality Control Review"* and *"General Mortgage Loan Purchase and Servicing — Quality Control Process — Non-Performing Loan Quality Control Review"* and *"General Mortgage Loan Purchase and Servicing — Underwriting Standards — Collateral Valuation"* in Appendix F. As of the Cut-off Date, approximately 30.1% of the Reference Obligations by Cut-off Date Balance will be subject to Collateral Representation and Warranty Relief. If we determine through our non-performing loan quality control process that a Credit Event Reference Obligation has an Underwriting Defect or a Major Servicing Defect, Principal Balance Notes that previously had their Class Principal Balances reduced as a result of being allocated Tranche Write-down Amounts may be entitled to have their Class Principal Balances increased to the extent of any resulting Tranche Write-up Amounts that are allocated to the applicable Class of Notes, as described under *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Tranche Write-up Amounts"*. It is possible, however, that Credit Event Reference Obligations with certain underwriting or servicing defects may still go undetected despite being subjected to such non-performing loan quality control review. Moreover, in the event we discover an Unconfirmed Underwriting Defect or Unconfirmed Servicing Defect, we will have the sole discretion to determine (i) whether any finding is deemed to be material, and (ii) upon concluding that a finding is material, whether to require the seller or servicer to repurchase the related Reference Obligation, whether to enter into a repurchase settlement in respect of the related Reference Obligation, and if so, for how much, or in the case of an Unconfirmed Underwriting Defect, whether we determine in our sole discretion during the related Reporting Period that such Reference Obligation is no longer acceptable to us. In addition, even if we determine that an Unconfirmed Underwriting Defect or Unconfirmed Servicing Defect exists with respect to a Reference Obligation, we cannot assure you that the related seller or servicer will ultimately repurchase or be able to repurchase such Reference Obligation or that they will agree with us on an alternative remedy (e.g., indemnification), which may result in such Reference Obligation having a delayed classification as an Underwriting Defect, Major Servicing Defect or Minor Servicing Defect.

It should be noted that our quality control process does not differentiate between the Credit Event Reference Obligations and mortgage loans that are not in the Reference Pool. We encourage you to consider the information in *"General Mortgage Loan Purchase and Servicing — Quality Control Process"* in Appendix F in determining the extent to which you will rely on our loan review and quality control processes.

Limited Scope and Size of the Third-Party Diligence Provider's Review of the Reference Obligations May Not Reveal Aspects of the Reference Obligations Which Could Lead to Credit Events or Modification Events

In connection with the offering of the STACR 2018-DNA2 notes, we engaged the Third-Party Diligence Provider to undertake certain limited loan review procedures with respect to various aspects of a very limited number of mortgage loans (381 by loan count, which was approximately 0.18% of the STACR 2018-DNA2 reference pool, of which 352 by loan count were in the STACR 2018-DNA2 reference pool and 330 by loan count are in the Reference Pool, which is approximately 0.17% of the Reference Pool), but not for the remaining Reference Obligations. We are relying upon the limited loan review undertaken in this previous offering and have not engaged the Third-Party Diligence Provider to undertake any updated review of the Reference Obligations, except with respect to a limited comparison of the mortgage loan data tape prepared for the offering

of the STACR 2018-DNA2 notes and the mortgage loan tape data prepared in connection with this offering (as described in Appendix A). In such previous review, the Third-Party Diligence Provider was limited to selecting its sample for review from the Available Sample. The Available Sample was comprised of (i) mortgage loans that were previously selected for review by us as part of our Random Sample QC Selection, as described under *"The Reference Obligations — Results of Freddie Mac Quality Control"* and in Appendix A, and (ii) any additional mortgage loans that were subsequently subjected to the Targeted Sample QC Review. The 381 loans were selected randomly rather than on a targeted basis. As a result, the 381 loan random sample may be of more limited use than a targeted sample for identifying errors with respect to loans that may have a higher propensity for default. Had the 381 loan sample been selected on a targeted basis, the results may have been different and potentially may have had a higher error rate than the error rate we found on our Random Sample QC Selection. The review was performed on a small sample selected from a group of mortgage loans that did not include all of the mortgage loans included in the Reference Pool or the STACR 2018-DNA2 reference pool. As a result, the mortgage loans that were not included in the review may have characteristics that were not discovered, noted or analyzed as part of the Third-Party Diligence Provider's review that could, nonetheless, result in those mortgage loans that are in the Reference Pool experiencing Credit Events or Modification Events in the future. Additionally, our own credit related quality control process revealed an error rate of approximately 1.8%. Accordingly, if the error rate on the entire Initial Cohort Pool is also 1.8% and such errors or discrepancies increase the likelihood of a Credit Event or Modification Event, then you may fail to recover your initial investment in the Notes. You are encouraged to make your own determination as to value of the due diligence undertaken by the Third-Party Diligence Provider, the extent to which the characteristics of the Reference Pool can be extrapolated from the error rate and the extent to which you believe that errors and discrepancies found during the various loan reviews described herein may indicate an increased likelihood of Credit Events (and an increased likelihood of Credit Event Net Losses) or Modification Events (and an increased likelihood of principal write-downs and/or interest reduction amounts on the Notes).

The procedures undertaken by the Third-Party Diligence Provider in connection with the STACR 2018-DNA2 transaction included, among others, a review of the underwriting of certain of the Reference Obligations conducted by the related originators and verification of certain aspects of the Reference Obligations. Moreover, the review was not intended to be a re-underwriting of the mortgage loans and was in many ways substantially more limited than the scope of review undertaken as part of diligence on other then recently issued residential mortgage loan securitization transactions. Specifically, the review scope was limited to the scope that we undertake in our internal quality control process. In conducting these review procedures, the Third-Party Diligence Provider relied on information and resources available to it (which were limited and which, in most cases, were not independently verified). These review procedures were intended to discover certain material discrepancies and possible material defects in the Reference Obligations reviewed. However, these procedures did not constitute a re-underwriting of the Reference Obligations, and were not designed or intended to discover every possible discrepancy or defect. In addition, the Third-Party Diligence Provider conducted procedures designed by us to sample our data regarding characteristics of the Reference Obligations, which data was used to generate the numerical information about the STACR 2018-DNA2 reference pool and, consequently, the numerical information about the Reference Pool included in this Memorandum. In connection with such data review for the STACR 2018-DNA2 transaction, the Third-Party Diligence Provider identified certain discrepancies with respect to approximately 5.7% of the mortgage loans (by loan count) that were so reviewed, as described under *"The Reference Obligations — Third-Party Due Diligence Review — Data Integrity Review"* in Appendix A, which discrepancies are individually identified in Appendix B. Additionally, in connection with the issuance of the STACR 2019-FTR1 Notes, we engaged the Third-Party Due Diligence Provider to conduct a limited comparison of the mortgage loan data tape prepared for the offering of the STACR 2018-DNA2 notes and the mortgage loan data tape prepared in connection with this offering (as described in Appendix A). Further, because we did not update the mortgage loan data tape with respect to the STACR 2018-DNA2 transaction or this STACR 2019-FTR1 transaction to correct these discrepancies, the numerical disclosure in this Memorandum does not reflect a correction to any of these discrepancies with respect to the related Reference Obligations. Further, in connection with the compliance review, the Third-Party Diligence Provider identified no discrepancies with respect to the mortgage loans that were so reviewed. There can be no assurance that any review process conducted uncovered all relevant facts that could be determinative of how the reviewed Reference Obligations will perform. Furthermore, to the extent that the limited review conducted by the

Third-Party Diligence Provider did reveal factors that could affect how the Reference Obligations will perform, the Third-Party Diligence Provider may have incorrectly assessed the potential severity of those factors. The process for identifying and determining the factors that could affect how the Reference Obligations will perform is inherently subjective. In certain instances, we identified such factors where the Third-Party Diligence Provider did not (1 mortgage loan); and conversely, in certain instances, the Third-Party Diligence Provider identified such factors where Freddie Mac did not (3 mortgage loans).

You are encouraged to make your own determination as to the extent to which you place reliance on our limited review procedures and those of the Third-Party Diligence Provider.

See "*The Reference Obligations — Third-Party Due Diligence Review*" in Appendix A and in Appendix B for more information about the Third-Party Due Diligence Review.

Underwriting Standards Used by Many of Our Sellers May be Less Stringent than Required by Our Guide

As described under *"General Mortgage Loan Purchase and Servicing — Underwriting Standards"* in Appendix F, many sellers have negotiated contracts with us that enable such sellers to sell mortgage loans to us under TOBs that vary from, and may be less stringent than, the terms of our Guide. Mortgage loans originated pursuant to TOBs that are less stringent than the underwriting standards in our Guide may experience a higher rate of Credit Events and Modification Events (and greater losses realized with respect thereto) than mortgage loans originated in accordance with the Guide. Many of the Reference Obligations have been originated pursuant to TOBs that are less stringent than the underwriting standards set forth in the Guide, which may result in such Reference Obligations experiencing a higher rate of Credit Events and Modification Events (and greater losses realized with respect thereto) than the Reference Obligations originated in accordance with the Guide. In addition, because the TOBs vary by seller, the performance of the Reference Obligations across the Reference Pool may not be uniform or consistent, which may adversely affect the Notes.

A Recurrence of Turbulence in the Residential Mortgage Market and/or Financial Markets and/or Lack of Liquidity for Mortgage-Related Securities May Adversely Affect the Performance and Market Value of the Notes

The single-family housing market has improved by many measures compared to the period of 2005 through 2015. However, a recurrence of turbulence in the residential mortgage market and/or financial markets and/or lack of liquidity for mortgage-related securities may adversely affect the performance and market value of the Notes. Prior to 2016, there was a significant inventory of seriously delinquent loans and REOs in the market. The serious delinquency rate of our single-family loans declined during that time period, but the serious delinquency rate of the loans originated from 2005 through 2008 that we acquired remains high compared to similar rates for the loans we acquired in years prior to 2005 due to weakness in home prices in the last several years, higher unemployment in some areas, extended foreclosure timelines and continued challenges faced by servicers in processing problem loans, including adjusting their processes to accommodate changes in servicing standards, such as those dictated by legislative or regulatory authorities. Residential loan performance has been generally worse in areas with higher unemployment rates and where declines in property values have been more significant during recent years. In its National Delinquency Survey, the Mortgage Bankers Association presents delinquency rates both for mortgages it classifies as subprime and for mortgages it classifies as prime conventional. The delinquency rates of subprime mortgages are markedly higher than those of prime conventional loan products in the Mortgage Bankers Association survey; however, the delinquency experience in prime conventional mortgage loans originated during the years 2005 through 2008 has been significantly worse than in any year since the 1930s. A recurrence of these past problems could adversely affect the performance and market value of the Notes.

Market and economic conditions during the past several years have caused significant disruption in the credit markets. Continued concerns about the availability and cost of credit, the U.S. mortgage market, some real estate markets in the U.S., economic conditions in the U.S. and Europe and the systemic impact of inflation or deflation, energy costs and geopolitical issues have contributed to increased market volatility and diminished expectations for the U.S. economy. Increased market uncertainty and instability in both U.S. and international capital and credit markets, combined with declines in business and consumer confidence and increased unemployment, have contributed to volatility in domestic and international markets.

During the recession, losses on all types of residential mortgage loans increased due to declines in residential real estate values, resulting in reduced home equity. Although home prices since 2014 have shown greater stability and increased in some geographic areas, there can be no assurance that a decline will not resume and continue for an indefinite period of time in the future. A decline in property values or the failure of property values to increase where the outstanding balances of the mortgage loans and any secondary financing on the related mortgaged properties are close to or in excess of the value of the mortgaged properties may result in higher delinquencies, foreclosures and losses. Any decline in real estate values may be more severe for mortgage loans secured by high cost properties than those secured by low cost properties. Declining property values may create an oversupply of homes on the market, which may increase negative home equity. Nationwide home price appreciation rates generally were negative from late 2007 through 2012, and this trend may recur at any time. Higher LTV ratios generally result in lower recoveries on foreclosure, and an increase in loss severities above those that would have been realized had property values remained the same or continued to appreciate.

There is particular uncertainty about the prospects for growth in the U.S. economy. A number of factors influence the potential uncertainty, including, but not limited to, unemployment rates, rising government debt levels, prospective Federal Reserve policy shifts, the withdrawal of government interventions into the financial markets, changing U.S. consumer spending patterns, and changing expectations for inflation and deflation. Income growth and unemployment levels affect mortgagors' ability to repay mortgage loans, and there is risk that economic activity could be weaker than anticipated. See "— *Governance and Regulation*" below when considering the impact of regulation on Noteholders. Continued concerns about the economic conditions in the United States, China and Europe, including downgrades of the long-term debt ratings of the certain European nations and the United States, generally have contributed to increased market volatility and diminished growth expectations for the U.S. economy.

In addition, on June 23, 2016, the United Kingdom held an advisory referendum with respect to its continued membership in the European Union and the result of this referendum was a vote in favor of leaving the European Union. On March 29, 2017, Article 50 was invoked (by way of a formal notice provided by the United Kingdom government) which began a two year negotiation period between the United Kingdom and the European Council for the United Kingdom's exit from the European Union (unless extended unanimously by the European Council members in agreement with the United Kingdom). On November 25, 2018, a negotiated withdrawal agreement was endorsed by leaders at a special meeting of the European Council; however, the United Kingdom government needed the approval of the United Kingdom Parliament in order to ratify the negotiated withdrawal agreement, which approval has not yet been forthcoming. On April 11, 2019, in response to a second request from the United Kingdom to extend the Article 50 period, the European Council adopted its decision to extend the Article 50 period until October 31, 2019; however, the United Kingdom may leave the European Union before October 31, 2019 in certain circumstances. At this time it is not possible to state with certainty if and when any withdrawal agreement will be entered into, what might be the final terms and effective date of such a withdrawal agreement or the date on which any transition period will end if such an agreement is entered into. The referendum and the triggering of Article 50 resulted in volatility and disruption of the capital and credit markets in the United Kingdom and the European Union. In addition, the political, legal and regulatory uncertainty surrounding the United Kingdom's exit from the European Union has raised concerns and could significantly impact volatility, liquidity and/or the market value of securities, including the Notes. An investment in the Notes should only be made by investors who understand such risks and are capable of bearing such risks.

Subsequent to the financial crisis and, over the past decade, the Federal Reserve has adopted an easing stance in monetary policy referred to as "quantitative easing". For example, buying mortgage-backed securities and cutting interest rates, which are intended to lower the cost of borrowing, result in higher investment activity which, in turn, stimulates the economy. Based on the stabilization of unemployment, as well as the increase in home prices, the Federal Reserve began to reduce the quantitative easing and in October 2014 announced the end of the quantitative easing program. This may have a negative impact on the Reference Obligations. The Federal Reserve has increased its benchmark interest rate many times since the financial crisis. To the extent that interest rates continue to rise as a result of the Federal Reserve's action, the availability of refinancing alternatives for the Reference Obligations may be reduced. In addition, on September 20, 2017, the Federal Reserve announced plans to begin shrinking its balance sheet "beginning in October 2017," which would have the effect of removing recession era support of the U.S. residential mortgage market. The economic conditions experienced from 2007 to 2014 were unique and unprecedented in terms of the level of home price declines, as well as the subsequent

government intervention. There can be no assurance that the factors that caused such financial crisis (or any other factors) will have similar effects on the mortgage market in the future.

As a result of market conditions and other factors, the cost and availability of credit has been and may in the future continue to be adversely affected by illiquid credit markets and wider credit spreads. Concern about the stability of the markets and the creditworthiness of counterparties has led many lenders and institutional investors to reduce, and in some cases cease, lending to certain mortgagors. Continued turbulence in the U.S. and international markets and economies may negatively affect the U.S. housing market and the credit performance and market value of residential mortgage loans.

In addition, the difficult economic environment and rate of unemployment and other factors (which may or may not affect real property values) may affect the mortgagors' timely payment of scheduled payments of principal and interest on the Reference Obligations and, accordingly, may increase the occurrence of delinquencies, Credit Events and Modification Events (and possibly the severity of losses realized with respect thereto) with respect to the Reference Obligations and adversely affect the amount of Net Liquidation Proceeds realized in connection with certain Credit Events. Further, the time periods to resolve defaulted mortgage loans may be long, and those periods may be further extended because of mortgagor bankruptcies, related litigation and any federal and state legislative, regulatory and/or administrative actions or investigations.

Further, the secondary market for mortgage-related securities may experience extremely limited liquidity. These conditions may continue or worsen in the future. Limited liquidity in the secondary market for mortgage-related securities could adversely affect a Noteholder's ability to sell the Notes or the price such Noteholder receives for the Notes and may continue to have a severe adverse effect on the market value of mortgage-related securities, especially those that are more sensitive to prepayment or credit risk.

These factors and general market conditions, together with the limited amount of credit enhancement (as further described in this Memorandum), could adversely affect the performance and market value of the Notes and result in a full or partial loss of your initial principal investment. See "*Prepayment and Yield Considerations — Yield Considerations with Respect to the Notes*". There can be no assurance that governmental intervention or other actions or events will improve these conditions in the near future.

Appraisals or Other Assessments May Not Accurately Reflect the Value of the Mortgaged Property; LTV Ratios May Be Calculated Based on Appraised Value or Other Assessments, Which May Not Be an Accurate Reflection of Current Market Value

In general, appraisals represent the analysis and opinion of the person performing the appraisal at the time the appraisal is prepared and are not guarantees of, and may not be indicative of, present or future value. We cannot assure you that another person would not have arrived at a different valuation, even if such person used the same general approach to and same method of valuing the property, or that different valuations would not have been reached by any originator based on its internal review of such appraisals.

In addition, we permit the values of mortgaged properties meeting certain qualifications, as described in the Guide, to be determined not by an appraiser, but rather provided by the related seller as the purchase price or estimated value, which we in turn assess using ACE. If the results of the ACE assessment reflect that the value or purchase price provided was acceptable, and the related seller chooses to accept the appraisal waiver offer, no appraisal will be obtained, and the related seller will receive Collateral Representation and Warranty Relief with respect to the value, condition and marketability of the related property. The values accepted by ACE are not guarantees of, and may not be indicative of, present or future value, and they may not reflect the same value as an appraisal. This could increase the severity of losses, particularly because our ability to require repurchase for a breach of a value, condition or marketability representation and warranty will be unavailable. See *"General Mortgage Loan Purchase and Servicing — Underwriting Standards — Collateral Valuation"* in Appendix F. As of the Cut-off Date, approximately 1.8% of the Reference Obligations by Cut-off Date Balance had valuations assessed using ACE rather than determined by an appraisal.

The appraisals or other valuations or assessments obtained in connection with the origination of the Reference Obligations sought to establish the amount a typically motivated buyer would pay a typically motivated seller at the time they were prepared. Such amount could be significantly higher than the amount obtained from the sale of a related mortgaged property under a distressed or liquidation sale. In addition, in

certain real estate markets property values may have declined since the time the appraisals or other property valuations were obtained or assessed, and therefore the appraisals or other property valuations may not be an accurate reflection of the current market value of the related mortgaged properties. The Reference Obligations were originated on or after the respective dates referenced in clause (b) of the definition of Eligibility Criteria and the appraisals or other property valuations were generally prepared or assessed at the time of origination. The current market value of the related mortgaged properties could be lower, and in some cases significantly lower, than the values indicated in the appraisals or other property valuations obtained or assessed at the origination of the Reference Obligations and included in the original LTV ratios reflected in this Memorandum.

Because appraisals or other property valuations or assessments may not accurately reflect the value or condition of the related mortgaged property and because property values may have declined since the time appraisals or other property valuations or assessments were obtained, the original LTV ratios and the original combined LTV ratios that are disclosed in this Memorandum may be lower, in some cases significantly lower, than the LTV ratios that would be determined if values of the related mortgaged properties were used to determine LTV ratios. Investors are encouraged to make their own determination as to the degree of reliance they place on the original LTV ratios and the original combined LTV ratios that are disclosed in this Memorandum.

ELTV Ratios May Not Reflect the Actual Value of the Mortgaged Properties

The non-zero weighted-average ELTV for the Reference Obligations was produced using the ELTV of each Reference Obligation as of the Cut-off Date if an ELTV of such Reference Obligation could be obtained. No ELTV was obtained for approximately 9.81% of the Reference Obligations by Cut-off Date Balance and, therefore, the non-zero weighted average ELTV of the Reference Obligations does not include any ELTV with respect to such Reference Obligations. As of the Cut-off Date, the non-zero weighted average ELTV for the Reference Obligations with an available ELTV was approximately 68.79%. Reference Obligations with high LTV ratios leave the related mortgagor with little, no or negative equity in the related mortgaged property, which may result in increased delinquencies by mortgagors. The ELTV for the Reference Obligations are based on valuations of the related mortgaged properties obtained by Freddie Mac using HVE. Investors should note, however, that using a valuation of a mortgaged property from (i) a different AVM, (ii) an appraisal based on a physical inspection of the mortgaged property or (iii) an arm's length sale of the mortgaged property could result in a higher or lower value for the property than the results from HVE.

Volatility in the residential real estate market, availability of mortgage credit and the unemployment rate, as well as other negative trends, may have the effect of reducing the values of the mortgaged properties from the updated ELTV described above. A reduction in the values of the mortgaged properties may reduce the likelihood that Liquidation Proceeds or other proceeds will be sufficient to pay off the related Reference Obligations in full.

Credit Scores May Not Accurately Predict the Likelihood of Default

Each originator generally uses Credit Scores as part of its underwriting process. See *"General Mortgage Loan Purchase and Servicing — Underwriting Standards — Use of Credit Scoring"* in Appendix F. Credit Scores are generated by models developed by third-party credit reporting organizations that analyze data on consumers in order to establish patterns which are believed to be indicative of a mortgagor's probability of default. A Credit Score represents an opinion of the related credit reporting organization of a mortgagor's creditworthiness. The Credit Score is based on a mortgagor's historical credit data, including, among other things, payment history, delinquencies on accounts, levels of outstanding indebtedness, length of credit history, types of credit and bankruptcy experience. Credit Scores range from approximately 300 to approximately 850, with higher scores indicating an individual with a more favorable credit history compared to an individual with a lower score. A Credit Score purports only to be a measurement of the relative degree of risk a mortgagor represents to a lender, i.e., that a mortgagor with a higher score is statistically expected to be less likely to default in payment than a mortgagor with a lower score. In addition, it should be noted that Credit Scores were developed to indicate a level of default probability over a two-year period, which does not correspond to the life of most mortgage loans. Furthermore, Credit Scores were not developed specifically for use in connection with mortgage loans, but for consumer loans in general. Therefore, Credit Scores do not address particular mortgage loan characteristics that influence the probability of repayment by the mortgagor. We do not make any representation or warranty as to any mortgagor's current Credit Score or the actual performance of any Reference Obligation, or that a particular Credit Score should be relied upon as a basis for an expectation that a mortgagor will repay the related Reference Obligation according to its terms.

Residential Real Estate Values May Fluctuate and Adversely Affect the Notes

No assurance can be given that values of the mortgaged properties have remained or will remain at their levels on the dates of origination of the Reference Obligations. If the residential real estate market should experience an overall decline in property values so that the outstanding balances of the Reference Obligations, and any secondary financing on the mortgaged properties, become equal to or greater than the value of the mortgaged properties, the actual rates of delinquencies, foreclosures and losses could be higher than expected. The Reference Obligations with relatively higher LTV ratios will be particularly affected by any decline in real estate values. Any decline in real estate values may be more severe for Reference Obligations secured by high cost properties than those secured by low cost properties. Any decrease in the value of Reference Obligations may result in (i) Tranche Write-down Amounts that are allocable to the Notes to the extent Credit Events or Modification Events occur with respect to such Reference Obligations or (ii) interest reduction amounts on the Notes to the extent Modification Events occur with respect to such Reference Obligations.

The United States previously went through a recession with a large number of mortgage loan delinquencies and defaults, resulting in a large number of foreclosure properties being placed on the market, and losses realized by owners of mortgage loans, including securitization trusts. Some of these problems may still exist with respect to the level of foreclosure properties and undercollateralized mortgage loans. Although economic indicators show that the United States has emerged from the recent recession and recent unemployment data show that unemployment is decreasing, losses on mortgage loans may rise, or may return to high levels, as a result of factors such as the recurrence of high unemployment rates, high levels of foreclosures and large inventories of unsold properties. Investors in the Notes should note that the ratings of the Notes are not a guaranty of the value of the mortgaged properties related to the Reference Obligations and Noteholders may incur losses regardless of the ratings.

Reduced Lending Capacities and/or Increases in Mortgage Interest Rates May Hinder Refinancing and Increase Risk of Credit Events and Modification Events on the Reference Obligations

Since 2006, a number of originators and servicers of residential mortgage loans have experienced serious financial difficulties and, in some cases, have gone out of business. These difficulties have resulted, in part, from declining markets for their mortgage loans as well as from claims for repurchases of mortgage loans previously sold under provisions that require repurchase in the event of early payment defaults or for breaches of representations and warranties regarding loan quality and characteristics. Many originators with large servicing portfolios have experienced rising costs of servicing as mortgage loan delinquencies have increased, without a compensating increase in servicing compensation. Moreover, mortgage interest rates have been at historical lows for several years. Mortgage rates have recently increased such that many Reference Obligations have interest rates below current mortgage rates. The Federal Reserve has increased its benchmark interest rate many times since the financial crisis. Furthermore, interest rates may continue to increase over time. Such further increase in interest rates, as well as reduced availability of affordable mortgage products, may result in slower prepayments on, and an adverse performance of, the Reference Obligations. Such performance may differ from historical performance. Additionally, efforts to impose stricter mortgage qualifications for mortgagors or reduce the presence of Freddie Mac or Fannie Mae could lead to fewer alternatives for mortgagors.

The CFPB published a rule implementing Sections 1411 and 1412 of the Dodd-Frank Act, which generally requires creditors to make a reasonable, good faith determination of a consumer's ability to repay any consumer credit transaction secured by a dwelling and establishes certain protection from liability under this requirement for qualified mortgages. The rule defines "qualified mortgage" and became effective on January 10, 2014. The rule extends "temporary qualified mortgage" status to certain loans eligible for sale to Freddie Mac or Fannie Mae, originated prior to the earlier of January 10, 2021 or the end of their conservatorship. The rule, future changes to the rule, and/or the expiration of its temporary qualified mortgage provision, may result in a reduction in the availability of loans in the future that do not meet the criteria of a qualified mortgage as outlined in the rule and may adversely affect the ability of mortgagors to refinance the Reference Obligations. No assurances are given as to the effect of the rule on the value of your Notes.

These trends may reduce alternatives for mortgagors seeking to refinance their mortgage loans. The reduced availability of refinancing options for mortgagors may result in higher rates of delinquencies, Credit Events and Modification Events (and losses realized with respect thereto) on the Reference Obligations.

The Rate and Timing of Principal Payment Collections on the Reference Obligations Will Affect the Yield on the Notes

The rate and timing of payments of principal and the yield to maturity on the Notes will be related to the rate and timing of collections of principal payments on the Reference Obligations and the amount and timing of Credit Events and Modification Events that result in losses being realized with respect thereto. Mortgagors are permitted to prepay their Reference Obligations, in whole or in part, at any time, without penalty.

The principal payment characteristics of the Notes have been designed so that the Notes generally amortize based on the collections of principal payments on the Reference Obligations. Each Class of Notes corresponds to the applicable Junior Reference Tranche, which will not be allocated Stated Principal for the applicable Payment Date unless each of the Minimum Credit Enhancement Test, the Cumulative Net Loss Test and the Delinquency Test are satisfied for the related Payment Date as described under *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount"*. Unlike securities in a senior/subordinate private label residential mortgage-backed securitization, the principal payments required to be paid to the Original Notes (and any related MAC Notes entitled to principal payments) will be based in part on principal that is collected on the Reference Obligations, rather than on scheduled payments due on the Reference Obligations, as described under *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount"*. In other words, to the extent that there is a delinquent mortgagor who misses a payment (or makes only a partial scheduled payment) on a Reference Obligation, principal payments to the Original Notes (and any related MAC Notes entitled to principal payments) will not be based on the amount that was due on such Reference Obligation, but, rather, will be based in part on the principal collected on such Reference Obligation. Additionally, the Original Notes (and any related MAC Notes entitled to principal payments) will only receive Stated Principal upon the satisfaction of the Minimum Credit Enhancement Test, the Cumulative Net Loss Test and the Delinquency Test for the related Payment Date, as described under *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount"*. You should make your own determination as to the effect of these features on the Notes.

The rate and timing of principal payments (including prepayments) on mortgage loans is influenced by a variety of economic, geographic, social and other factors, but may depend greatly on the level of mortgage interest rates:

- If prevailing interest rates for similar mortgage loans fall below the interest rates on the Reference Obligations, the rate of principal prepayments would generally be expected to increase due to refinancings.
- Conversely, if prevailing interest rates for similar mortgage loans rise above the interest rates on the Reference Obligations, the rate of principal prepayments would generally be expected to decrease.

The rate and timing of principal payments on the Reference Obligations will also be affected by the following:

- the amortization schedules of the Reference Obligations,
- the rate and timing of partial prepayments and full prepayments by mortgagors, due to refinancing, certain job transfers, changes in property value or other factors,
- liquidations of, or modifications resulting in the reduction of the principal balance of, Reference Obligations,
- the time it takes for defaulted Reference Obligations to be modified or liquidated,
- the availability of loan modifications for delinquent or defaulted Reference Obligations,
- the rate and timing of payment in full of Reference Obligations or other removals from the Reference Pool, and
- if applicable, the rate and timing of the replacement of Reference Obligations in the Reference Pool with the corresponding Enhanced Relief Refinance Reference Obligations.

In addition, the occurrence of Credit Events and Reference Pool Removals could have the same effect on the Reference Pool as prepayments in full. As such, (i) the rate and timing of Credit Events (and any reversals thereof) and Modification Events, (ii) the severity of any losses with respect thereto and (iii) Reference Pool Removals, may also affect the yield on the Notes.

Mortgage originators make general solicitations for refinancings. Any such solicited refinancings may result in a rate of principal prepayments that is higher than you might otherwise expect.

No representation is made as to the rate of principal payments, including principal prepayments, on the Reference Obligations or as to the yield to maturity of any Class of Notes. In addition, there can be no assurance that any of the Reference Obligations will or will not be prepaid prior to their maturity. You are urged to make an investment decision with respect to any Class of Notes based on the anticipated yield to maturity of that Class of Notes resulting from its purchase price and your own determination as to anticipated Reference Obligation prepayment under a variety of scenarios. In addition, in the event that a Reference Obligation in the Reference Pool is refinanced in the future under the Enhanced Relief Refinance Program and is replaced with the corresponding Enhanced Relief Refinance Reference Obligation, you should expect that a prepayment in full of such refinanced Reference Obligation may not occur and that such corresponding Enhanced Relief Refinance Reference Obligation will remain in the Reference Pool until the occurrence of a Reference Pool Removal. Conversely, should the CFTC not grant our request to amend the No-Action Letter as described in this Memorandum, resulting in our inability to replace Reference Obligations in the Reference Pool in the future with the corresponding Enhanced Relief Refinance Reference Obligations (or for any other reason any Reference Obligation in the Reference Pool is not permitted to be replaced with a corresponding Enhanced Relief Refinance Reference Obligation), you should expect that a prepayment in full of such refinanced Reference Obligations will occur upon the refinancing of such Reference Obligations. The extent to which the Notes are purchased at a discount or a premium and the degree to which the timing of payments on the Notes is sensitive to prepayments will determine the extent to which the yield to maturity of the Notes may vary from the anticipated yield.

If you purchase the Notes at a discount, you should consider the risk that if principal payments on the Reference Obligations occur at a rate slower than you expected, your yield will be lower than expected. If you purchase the Notes at a premium, you should consider the risk that if principal payments on the Reference Obligations occur at a rate faster than you expected, your yield will be lower than expected and you may not even recover your investment in the Notes. If you purchase the Interest Only MAC Notes, you should consider the risk that if principal payments allocated to the related Class of Exchangeable Notes occur at a fast rate, you may not even recover your investments in such MAC Notes. The timing of changes in the rate of prepayments may significantly affect the actual yield to you, even if the average rate of principal prepayments is consistent with your expectations. In general, the earlier the payment of principal of the Reference Obligations, the greater the effect on your yield to maturity. As a result, the effect on your yield due to principal prepayments occurring at a rate higher (or lower) than the rate anticipated during the period immediately following the issuance of the Notes may not be offset by a subsequent like reduction (or increase) in the rate of principal prepayments. See *"Summary — Prepayment and Yield Considerations"* and *"Prepayment and Yield Considerations"*.

For a more detailed discussion of these factors, see *"Prepayment and Yield Considerations"* and *"The Reference Obligations"*.

Reference Obligations in the Reference Pool May Be Refinanced Under Our Enhanced Relief Refinance Program, Which May Result in Mortgage Loans With High Loan-to-Value Ratios Being Included in the Reference Pool

In 2016, FHFA directed us and Fannie Mae to develop a high LTV ratio refinance offering to provide refinance opportunities to borrowers with existing government-sponsored enterprise mortgage loans who are making their mortgage payments on time but whose LTV ratio for a new mortgage exceeds the maximum allowed for standard refinance products under our Guide. As of the Cut-off Date, all of the Reference Obligations meet the origination date criteria for the Enhanced Relief Refinance Program. See *"General Mortgage Loan Purchase and Servicing — Enhanced Relief Refinance Program"* in Appendix F for a description of the program. Subject to the CFTC granting our request to amend the terms of the No-Action Letter as discussed in this Memorandum and the satisfaction of certain other conditions, Reference Obligations that are refinanced under the Enhanced Relief Refinance Program will be replaced in the Reference Pool by the corresponding Enhanced

Relief Refinance Reference Obligations upon meeting certain conditions, which could result in a greater proportion of high LTV ratio mortgage loans in the Reference Pool than would otherwise be the case. Investors should consider that a higher number of mortgage loans with high LTV ratios in the Reference Pool may result in increased Credit Events and Modification Events (as well as increased severity of losses realized with respect thereto). See *"— The Notes Bear the Risk of Credit Events and Modification Events on the Reference Pool"*. Additionally, under the Enhanced Relief Refinance Program, it is possible that lenders may apply their own funds to reduce principal as inducements to borrowers to refinance. Although such principal reductions are expected to be limited, we cannot predict the effect of any such reductions on the amount of principal allocated to the Reference Tranches and, accordingly, on the Weighted Average Lives of the Notes. Additionally, mortgage loans originated under the Enhanced Relief Refinance Program with an LTV ratio exceeding 80% will not be required to obtain mortgage insurance provided such original mortgage loans (i) were not required to obtain mortgage insurance in accordance with our Guide or (ii) were required to obtain mortgage insurance but such mortgage insurance was cancelled after origination in accordance with our Guide.

We Do Not Re-Underwrite the Mortgage Loans We Acquire, Which May Adversely Affect the Performance of the Reference Obligations

We do not originate any mortgage loans, including the Reference Obligations. As described under "*General Mortgage Loan Purchase and Servicing*" in Appendix F, we acquire mortgage loans, including the Reference Obligations, from approved sellers pursuant to our contracts with such sellers. We do not re-underwrite the mortgage loans that we acquire and we have not done so with respect to the Reference Obligations, other than with respect to a very small percentage of mortgage loans or Reference Obligations that we may have reviewed as part of our selling quality assurance review, as described under *"General Mortgage Loan Purchase and Servicing — Quality Control Process — Selling Quality Assurance"* in Appendix F. We depend on the sellers' compliance with their contracts with us and rely on the sellers' representations and warranties to us that the mortgage loans being sold satisfy the underwriting standards and other requirements specified in the sellers' contracts with us. We generally do not independently verify compliance by the sellers with respect to their representations and warranties and, other than with respect to any Reference Obligations that we may have reviewed under our quality control process described in this Memorandum, we have not done so with respect to the Reference Obligations. Moreover, to the extent we have reviewed any Reference Obligations under our quality control review described in Appendix A, such Reference Obligations with Unconfirmed Underwriting Defects identified as a result of such review will not be removed from the Reference Pool prior to the Closing Date and will only be removed to the extent such Unconfirmed Underwriting Defect becomes an Underwriting Defect. See *"General Mortgage Loan Purchase and Servicing — Quality Control Process — Performing Loan Quality Control Review"* and *"— Limitations of the Quality Control Review Process"* in Appendix F. As a result, it is possible that if sellers have not complied with their obligations under their contracts with us that certain Reference Obligations may have Unconfirmed Underwriting Defects and Underwriting Defects of which we are not aware. Reference Obligations with Underwriting Defects are likely to experience Credit Events and Modification Events (and losses realized with respect thereto) at a higher rate than Reference Obligations without such defects, which could result in (i) Tranche Write-down Amounts being allocated to reduce Class Notional Amounts of Reference Tranches and the Class Principal Balances of the corresponding Notes (to the extent Credit Events and Modification Events occur with respect to such Reference Obligations that result in losses being realized with respect thereto) and (ii) reductions in the Interest Payment Amounts paid on the Notes (to the extent Modification Events occur with respect to such Reference Obligations that result in losses being realized with respect thereto). Additionally, we do not independently verify the loan-level information and data reported or furnished to us by the sellers and servicers of the mortgage loans. Discrepancies in the loan-level information and data may come to our attention from sellers, servicers, vendors retained by us, third parties or through our quality control processes.

The Performance of the Reference Obligations Could be Dependent on the Servicers

The performance of the servicers servicing the Reference Obligations could have an impact on the amount and timing of principal collections on the related Reference Obligations and the rate and timing of the occurrence Credit Events or Modification Events (and the severity of losses realized with respect thereto). As described under *"General Mortgage Loan Purchase and Servicing — Servicing Standards"* in Appendix F, servicers are

generally required to service the Reference Obligations in accordance with applicable law and the terms of our Guide, subject to any variation directed by us and, in some instances, agreed to by us and the individual servicers. The servicers are only servicing for our benefit and have no duties or obligations to service for your benefit. We are the master servicer of the Reference Obligations and generally monitor the performance of the servicers, although we have no such duty to monitor the servicers' performance for your benefit. We cannot assure you that any monitoring of the servicers that we may undertake will be sufficient to determine material compliance by the servicers of their contractual obligations owed to us. The Reference Obligations will be serviced by many different servicers, and the individual performance of servicers will vary. As a result, the performance of the Reference Obligations may similarly vary, which may adversely affect the Notes. For example, the servicing practices of each servicer could have an impact on the timing and amount of unscheduled principal payments allocated to any Reference Obligation, which as a result would impact the timing of principal payments made on the Notes. In addition, the servicing practices could impact the Net Liquidation Proceeds we receive and therefore result in an increase in Tranche Write-down Amounts allocated to the Reference Tranches (and their corresponding Classes of Notes). You should note that if we remove a Reference Obligation from the Reference Pool as a Credit Event Reference Obligation, and we subsequently determine that such Reference Obligation had a Major Servicing Defect, the entire UPB of such Reference Obligation will be treated as a prepayment. You should also note that to the extent we determine the existence of an Underwriting Defect or a Major Servicing Defect, no Recovery Principal Amount associated with the affected Reference Obligation will be allocated to the Reference Tranches (and, accordingly, their corresponding Classes of Notes, as applicable) unless we previously had realized losses on that Reference Obligation.

If a servicer fails to service the Reference Obligations in accordance with our standards, we have certain contractual remedies, including the ability to require such servicer to pay us compensatory or other fees. Under no circumstances will you receive the benefit of the payment of compensatory fees or similar fees to us nor will the payment of such fees to us result in a Principal Recovery Amount being allocated to the Notes.

Servicers May Not Follow the Requirements of Our Guide or TOBs, and Servicing Standards May Change Periodically

As described under *"General Mortgage Loan Purchase and Servicing — Servicing Standards"* in Appendix F, some of our servicers have negotiated contracts with us that enable such servicers to service mortgage loans for us under TOBs that vary from the terms of our Guide. Some of the Reference Obligations are being serviced pursuant to TOBs that have different requirements than the servicing standards set forth in the Guide. There is a risk that servicers will not follow the Guide or the terms of the TOBs, which may result in such Reference Obligations experiencing a higher rate of Credit Events and Modification Events than if the Reference Obligations had been serviced in accordance with the Guide or TOBs, as applicable. Also, in the normal course of our business we may make periodic changes to the servicing provisions of the Guide and may negotiate new TOBs with our servicers. Any such future changes or additional TOBs will become applicable to the servicing of the Reference Obligations at such future time. In each case, we are under no obligation to consider the impact these changes or negotiations may have on the Reference Obligations or the Notes and cannot assure you that any future changes will not have an adverse impact on the Reference Obligations and the Notes.

Statutory and Judicial Limitations on Foreclosure Procedures May Delay Recovery in Respect of the Mortgaged Properties and, in Some Instances, Limit the Amount That May Be Recovered by the Servicers, Resulting in Losses on the Reference Obligations That Might Be Allocated to the Notes

Foreclosure procedures may vary from state to state. Two primary methods of foreclosing a mortgage instrument are judicial foreclosure, involving court proceedings, and non-judicial foreclosure pursuant to a power of sale granted in the mortgage instrument. A foreclosure action is subject to most of the delays and expenses of other lawsuits if defenses are raised or counterclaims are asserted. Delays may also result from difficulties in locating necessary defendants. Non-judicial foreclosures may be subject to delays resulting from state laws mandating the recording of notice of default and notice of sale and, in some states, notice to any party having an interest of record in the real property, including junior lienholders. Some states have adopted "anti-deficiency" statutes that limit the ability of a creditor to collect the full amount owed on a mortgage loan if the property sells at foreclosure for less than the full amount owed. In addition, United States courts have traditionally imposed

general equitable principles to limit the remedies available to creditors in foreclosure actions that are perceived by the court as harsh or unfair. The effect of these statutes and judicial principles may be to delay and/or reduce distributions in respect of the Notes. See *"Certain Legal Aspects of Mortgage Loans — Foreclosure"*.

Stricter Enforcement of Foreclosure Rules and Documentation Requirements May Cause Delays and Increase the Risk of Loss

Since the financial crisis began in 2008, some courts and administrative agencies have been enforcing rules regarding the conduct of foreclosures more strictly and, in some circumstances, have imposed new rules regarding foreclosures. Some courts have delayed or prohibited foreclosures based on alleged failures to comply with technical requirements. State legislatures have been enacting new laws regarding foreclosure procedures. In some cases, law enforcement personnel have been refusing to enforce foreclosure judgments. At least one county is reported to be refusing to allow foreclosure sales to be conducted on the courthouse steps. In addition, mortgagors have brought legal actions, or have filed for bankruptcy, to attempt to block or delay foreclosures. As a result, the servicers for the Reference Obligations may be subject to delays in conducting foreclosures and the expense of foreclosures may increase, resulting in delays or reductions in payments on the Notes.

Some mortgagors have been successful in challenging or delaying foreclosures based on technical grounds, including challenges based on alleged defects in the mortgage loan documents and challenges based on alleged defects in the documents under which the mortgage loans were securitized. In a number of cases, such challenges have delayed or prevented foreclosures. It is possible that there will be an increase in the number of successful challenges to foreclosures by mortgagors. Curing defective documents required to conduct a foreclosure will cause delays and increase costs, resulting in losses on the Reference Obligations which may have an adverse effect on the Notes. Further, servicing rules promulgated by the CFPB, which took effect on January 10, 2014 and which have been revised and amended in August 2016, require servicers to, among other things, exhaust all feasible loss mitigation options, such as those we make available to the mortgagors, before proceeding with foreclosures, which will have the effect of delaying foreclosures of Reference Obligations in certain instances.

Insurance Related to the Mortgaged Properties May Not Be Sufficient to Compensate for Losses

Although the mortgaged properties may be covered by insurance policies, such as hazard insurance or flood insurance, no assurance can be made that the proceeds from such policies will be used to repay any amounts owed in respect of such Reference Obligations or will be used to make improvements to the mortgaged properties that have values that are commensurate with the value of any of the damaged improvements. In addition, even though an insurance policy may cover the "replacement cost" of the improvements on any mortgaged property, the proceeds of such insurance policy may not be sufficient to cover the actual replacement cost of such improvements or the appraised value of the improvements on any mortgaged property. No assurance can be given that the insurer related to any such hazard or flood insurance policy will have sufficient financial resources to make any payment on any such insurance policy or that any such insurer will not challenge any claim made with respect to any such insurance policy resulting in a delay or reduction of the ultimate insurance proceeds which could have a material adverse effect on the performance of the Notes. Furthermore, to the extent any mortgaged property becomes an unoccupied REO, with such vacancy verified by a property condition certificate, we may, but are not obligated to, acquire third-party hazard insurance on such properties. To the extent a mortgaged property related to a Reference Obligation becomes an REO, uninsured hazards on such REO could result in lower Net Liquidation Proceeds upon the liquidation of such Reference Obligation and the realization of greater losses on such Reference Obligation.

Servicing Transfers May Result in Decreased or Delayed Collections and Credit Events

We have the right to terminate servicers as described under *"General Mortgage Loan Purchase and Servicing — Servicing Standards — Servicer Termination Event"* in Appendix F. The removal of servicing from one servicer and transfer to another servicer involves some risk of disruption in collections due to data input errors, misapplied or misdirected payments, inadequate mortgagor notification, system incompatibilities, potential inability to assign consumer authorizations to effect electronic mortgage payments and other reasons. As a result, the affected Reference Obligations may experience increased delinquencies and defaults, at least for a period of time, until all of the mortgagors are informed of the transfer and comply with new payment

remittance requirements (*e.g.*, new servicer payee address) and the related servicing records and all the other relevant data has been obtained by the new servicer. There can be no assurance as to the extent or duration of any disruptions associated with the transfer of servicing or as to the resulting effects on the yields on the Notes.

Each Servicer's Discretion Over the Servicing of the Related Reference Obligations May Adversely Affect the Amount and Timing of Funds Available to Make Payments on the Notes

Each servicer is obligated to service the related Reference Obligations in accordance with applicable law, the Guide and TOBs, as applicable. See *"General Mortgage Loan Purchase and Servicing — Servicing Standards"* in Appendix F. Each servicer has some discretion in servicing the related Reference Obligations as it relates to the application of the Guide and TOBs, as applicable. Maximizing collections on the related Reference Obligations is not the servicer's only priority in connection with servicing the related Reference Obligations. Consequently, the manner in which a servicer exercises its servicing discretion or changes its customary servicing procedures could have an impact on the amount and timing of principal collections on the related Reference Obligations, which may adversely affect the amount and timing of principal payments to be made on the Principal Balance Notes. See *"— Governance and Regulation — Governmental Actions May Affect Servicing of Mortgage Loans and May Limit the Servicer's Ability to Foreclose"* and *"— New Laws and Regulations May Adversely Affect Our Business Activities and the Reference Pool"*.

The Performance of Sellers and Servicers May Adversely Affect the Performance of the Reference Obligations

The financial difficulties of sellers and servicers of residential mortgage loans may be exacerbated by higher delinquencies and defaults that reduce the value of mortgage loan portfolios, requiring sellers to sell the conditional contract rights of their servicing portfolios at greater discounts to par. In addition, the costs of servicing an increasingly delinquent mortgage loan portfolio may be rising without a corresponding increase in servicing compensation. Many sellers and servicers of residential mortgage loans also have been the subject of governmental investigations and litigation, many of which have the potential to adversely affect the financial condition of those financial institutions. In addition, any regulatory oversight, proposed legislation and/or governmental intervention may have an adverse impact on sellers and servicers. These factors, among others, may have the overall material adverse effect of increasing costs and expenses of sellers and servicers while at the same time decreasing servicing cash flow and loan origination revenues, and in turn may have a negative impact on the ability of sellers and servicers to perform their obligations to us with respect to the Reference Obligations, which could affect the amount and timing of principal collections on the Reference Obligations and the rate and timing of Credit Events and Modification Events (as well as the severity of losses realized with respect thereto). For any seller or servicer that becomes subject to a bankruptcy proceeding, we may receive lump sum settlement proceeds from the bankruptcy estate to cover all liabilities and/or contingent liabilities of such seller or servicer to us (net of, if applicable, all liabilities and/or contingent liabilities of us to such seller or servicer), a portion of which may include proceeds that relate to underwriting and origination representation and warranty breaches or servicing related breaches. Given the difficulty and impracticality to separately and accurately account for the proceeds that relate to underwriting and origination representation and warranty breaches and servicing related breaches, no portion of these settlement proceeds that we may receive will be included in the Origination Rep and Warranty/Servicing Breach Settlement Amounts or otherwise result in a Tranche Write-up Amount. Notwithstanding the foregoing, if any seller or servicer becomes subject to a bankruptcy proceeding, any Reference Obligations sold or serviced by such seller or servicer that becomes a Credit Event Reference Obligation will be subjected to a non-performing loan review as described under *"General Mortgage Loan Purchase and Servicing — Quality Control Process"* in Appendix F.

If we were to discover an Unconfirmed Underwriting Defect or Unconfirmed Servicing Defect with respect to any Reference Obligation, we may deliver a request to the related seller or servicer to repurchase such Reference Obligation or provide an alternative remedy, as described under *"General Mortgage Loan Purchase and Servicing — Quality Control Process — Repurchases"* and *"— REO Disposition"* in Appendix F. The related seller or servicer may appeal our repurchase request, as described under *"General Mortgage Loan Purchase and Servicing — Quality Control Process — Repurchases"* and *"— REO Disposition"* in Appendix F, which appeals process may significantly delay such Reference Obligation being classified as having an Underwriting Defect, Major Servicing Defect or Minor Servicing Defect. Any lengthy appeals by a seller or

servicer or a delay in our determination of an Underwriting Defect, Major Servicing Defect or Minor Servicing Defect, may delay the allocation of any Tranche Write-up Amount to write-up the Class Principal Balances of the Notes.

Classification of Underwriting Defects and Servicing Defects are Dependent in Part on Cooperation by the Sellers and Servicers

When we identify an Unconfirmed Underwriting Defect or an Unconfirmed Servicing Defect with respect to a Credit Event Reference Obligation, we seek additional information from the related seller or servicer prior to making a final determination as to whether such defect is an Underwriting Defect or a Major Servicing Defect. Any delay or inability on the part of, or refusal by, the related seller or servicer to cooperate with us in that process may delay or hinder a Credit Event Reference Obligation being classified as having an Underwriting Defect or a Major Servicing Defect, which, in turn, could have a negative impact on the Notes, as this may prevent, delay or reduce the allocation of a Tranche Write-up Amount to potentially write-up the Class Principal Balances of the Notes.

Solicitation May Result in Erosion in the Overall Credit Quality of the Reference Pool

While we prohibit our servicers from specifically soliciting our mortgagors for refinancing or segregating mortgage loans in their own portfolio from those sold to us for different treatment in terms of refinance advertising, offers or practices (except for HARP refinancing, where they only have to treat Freddie Mac and Fannie Mae serviced loans the same), our servicers and other mortgage lenders are not precluded from conducting broad based consumer advertising and solicitations of mortgagors in general to refinance their mortgage loans. These refinancings may increase the rate of prepayment of the Reference Obligations. The refinancing of a portion of the Reference Obligations may lead to an erosion of the credit quality of the Reference Obligations remaining in the Reference Pool and a resulting increase in the rate of Credit Events and Modification Events (as well as increase the severity of losses realized with respect thereto). You may receive less interest on the Notes as a result of prepayments on such Reference Obligations and as a result may experience a lower yield on your investment. See *"Reference Obligations in the Reference Pool May Be Refinanced Under Our Enhanced Relief Refinance Program, Which May Result in Mortgage Loans With High Loan-to-Value Ratios Being Included in the Reference Pool"*.

Mortgagors May Have, or May in the Future Incur, Additional Indebtedness Secured by Mortgaged Properties Securing the Reference Obligations

As of the Cut-off Date, approximately 4.24% of the Reference Obligations by Cut-off Date Balance are secured by mortgaged properties that also were subject to subordinate mortgage liens at the respective times of origination of those Reference Obligations and considered in the underwriting of such Reference Obligations. In addition, mortgagors may generally obtain additional mortgage loans secured by their respective properties at any time and we are not generally entitled to receive notification when a mortgagor does so. Therefore, it is possible that mortgagors have obtained additional post-origination subordinate mortgages. If such a post-origination subordinate mortgage is obtained with respect to a Reference Obligation, this additional indebtedness could increase the risk that the value of the related mortgaged property is less than the total indebtedness secured by such mortgaged property and could increase the risk of Credit Events and Modification Events (as well as increase the severity of the losses realized with respect thereto) on such Reference Obligation. The existence of subordinate mortgage liens may adversely affect default rates because the related mortgagors must make two or more monthly payments and also because such subordinate mortgages will result in an increased combined LTV ratio of the mortgage loans. A default on a subordinate mortgage loan could cause the related mortgaged property to be foreclosed upon at a time when the first mortgage loan remains current as to scheduled payments. If this should occur with respect to the Reference Obligations, it may affect prepayment rates on the Reference Obligations and could result in increased Credit Events with respect to the Reference Obligations, which could adversely affect the Noteholders. Further, with respect to mortgage loans that have subordinate lien mortgages encumbering the same mortgaged property, the risk of Credit Events and Modification Events (as well as the severity of the losses realized with respect thereto) may be increased relative to mortgage loans that do not have subordinate financing since mortgagors who have subordinate lien mortgages

have less equity in the mortgaged property. We have not independently verified the existence of any subordinate liens on any mortgaged properties securing the Reference Obligations, and any information provided in this Memorandum as to subordinate liens on any mortgaged properties securing the Reference Obligations is based solely on the representation made by the related seller in connection with our acquisition of the related Reference Obligations.

Geographic Concentration May Increase Risk of Credit Events Due to Adverse Economic Conditions or Natural Disasters

As of the Cut-off Date, approximately 17.48% of the Reference Obligations by Cut-off Date Balance are secured by mortgaged properties located in California. If the regional economy or housing market weakens in California or any other state or region having a significant concentration of mortgaged properties underlying the Reference Obligations, the Reference Obligations may experience higher rates of Credit Events and Modification Events (as well as higher severity of losses realized with respect thereto), potentially resulting in losses on the Notes. In addition, California, states in the Gulf coast region (particularly Florida) and southeastern and northeastern Atlantic coast, the New England area, Oklahoma, Colorado, Texas, North Carolina, South Carolina, Hawaii and other regions have experienced natural disasters, including earthquakes, fires, mudslides (including recent fires and mudslides in California), floods, tornadoes, hurricanes (including Hurricane Harvey, Hurricane Irma, Hurricane Maria, Hurricane Florence and Hurricane Michael) and volcanic activity, which may adversely affect mortgagors and mortgaged properties. Mortgagors whose mortgaged properties are located outside of an area that has experienced a natural disaster may also be adversely affected if their place of employment is located in the area impacted by such natural disaster. Any concentration of mortgaged properties in a state or region may present unique risk considerations. No assurance can be given as to the effect of natural disasters on delinquencies and losses on any of the Reference Obligations secured by the mortgaged properties that might be damaged by such natural disasters or on any other Reference Obligations. In the event of a natural disaster we may offer relief, such as deferral of payments or permanent modification of the terms of a Reference Obligation, to affected mortgagors.

Any deterioration in housing prices in a state or region due to adverse economic conditions, natural disasters or other factors, any deterioration of the economic conditions or natural disasters in a state or region that adversely affects the ability of mortgagors to make payments on the Reference Obligations may result in losses on the Notes. Any losses may adversely affect the yield to maturity of the Notes.

See Appendix A for further information regarding the geographic concentration of the Reference Obligations.

The Rate of Credit Events and Modification Events on Mortgage Loans That Are Secured by Second Homes or Investment Properties May be Higher than on Other Mortgage Loans

As of the Cut-off Date, approximately 15.82% of the Reference Obligations by Cut-off Date Balance, are secured by properties acquired as second homes or investment properties. Mortgage loans secured by properties acquired as second homes or investments may present a greater risk that the mortgagor will stop making monthly payments if the mortgagor's financial condition deteriorates. Properties acquired as second homes or investments may have a higher frequency of Credit Events and Modification Events than properties that are owner-occupied. In a default, mortgagors who do not reside in the mortgaged property may be more likely to abandon the related mortgaged property. This risk may be especially pronounced for mortgagors with mortgage loans on more than two properties. In addition, income expected to be generated from an investment property may have been considered for underwriting purposes in addition to the income of the mortgagor from other sources. Should this income not materialize, it is possible the mortgagor would not have sufficient resources to make payments on the mortgage loan.

The percentage of the Reference Obligations described in the preceding paragraph does not include any mortgage loans secured by second homes or investment properties for which the related mortgagor identified the purpose of the loan as owner-occupied. Any such mortgage loan may perform similarly (and demonstrate similar risks) to mortgage loans described in the preceding paragraph. We have not independently verified the occupancy status of any home, and any information provided in this Memorandum as to owner occupancy is based solely on

the representation made by the related mortgagor in connection with the origination of the related Reference Obligation.

The Rate of Credit Events and Modification Events on Mortgage Loans That Are Cash-out Refinance Transactions May be Higher Than on Other Mortgage Loans

As of the Cut-off Date, approximately 24.41% of the Reference Obligations by Cut-off Date Balance, were originated as cash-out refinance transactions. In a cash-out refinance transaction, in addition to paying off existing mortgage liens, the mortgagor obtains additional funds that may be used for other purposes, including paying off subordinate mortgage liens and providing unrestricted cash proceeds to the mortgagor. In other refinance transactions, the funds are used to pay off existing mortgage liens and may be used in limited amounts for certain specified purposes; such refinances are generally referred to as "no cash-out" or "rate and term" refinances. Cash-out refinancings generally have had a higher risk of Credit Events and Modification Events than mortgage loans originated in no cash-out, or rate and term, refinance transactions.

The Reference Obligations Are Seasoned Loans

The Reference Obligations are seasoned mortgage loans and were originated between August 2016 and November 2017. There are a number of risks associated with seasoned mortgage loans that are not present, or are present to a lesser degree, with more recently originated mortgage loans. For example:

- property values and surrounding areas have likely changed since origination;
- origination standards at the time the Reference Obligations were originated may have been different than current origination standards;
- the financial condition of the related borrowers may have changed since the Reference Obligations were originated;
- the environmental circumstances at the related mortgaged properties may have changed since the Reference Obligations were originated;
- the physical condition of the related mortgaged properties and improvements may have changed since the Reference Obligations were originated; and
- the circumstances of the related mortgaged properties and borrowers may have changed in other respects since the Reference Obligations were originated.

Mortgage Loans Made to Certain Mortgagors May Present a Greater Risk

Certain homebuyers may present a greater risk of default as a result of their circumstances. Credit Events and Modification Events on certain Reference Obligations may be higher as a result of the related mortgagors' circumstances. Mortgagors of certain Reference Obligations may have less steady or predictable income than others, which may increase the risk of these mortgagors not making payments on time. Further, mortgagors who are significantly increasing their housing payments may have difficulties adjusting to their new housing debt even though their debt-to-income ratios may be within guidelines. In addition, as of the Cut-off Date, approximately 1.96% of the Reference Obligations by Cut-off Date Balance were originated under the Home Possible® and Fannie Mae's HomeReady® programs. These programs, designed to make responsible homeownership accessible to more first-time homebuyers and other qualified borrowers, offer mortgages requiring low down payments for low- to moderate-income homebuyers or buyers in high-cost or underserved communities, and, in certain circumstances, allow for lower than standard mortgage insurance coverage. See *"General Mortgage Loan Purchase and Servicing — Underwriting Standards — Home Possible® and HomeReady® Mortgages"* in Appendix F. Such programs may result in borrowers with mortgage loans with higher LTVs. Investors should consider that a higher number of mortgagors that have mortgage loans with high LTVs or that are subject to the circumstances described above may result in increased Credit Events and Modification Events (as well as increased severity of losses realized with respect thereto), which in turn could result in an increase in losses on the Notes.

Mortgage Loans Secured by Manufactured Homes May Present a Greater Risk

As of the Cut-off Date, approximately 0.17% of the Reference Obligations by Cut-off Date Balance are secured by manufactured homes. Reference Obligations secured by manufactured homes may present a greater risk that the mortgagor will default on the Reference Obligation as compared to Reference Obligations secured by non-manufactured homes. Consequently, you should consider that a higher number of Reference Obligations secured by manufactured homes may result in Credit Events and Modification Events (as well as increased severity of losses realized with respect thereto) and therefore result in an increase in losses suffered by the Noteholders.

Impact of Potential Military Action and Terrorist Attacks

The effects that military action by United States forces in other regions and terrorist attacks within or outside the United States may have on the performance of the Reference Obligations cannot be determined at this time. Prospective investors should consider the possible effects on delinquency, default and prepayment experience of the Reference Obligations. Federal agencies and non-government lenders have and may continue to defer, reduce or forgive payments and delay foreclosure proceedings in respect of mortgage loans to mortgagors affected in some way by recent and possible future events.

The Relief Act, similar state military relief laws and our policies relating to servicemembers may require payment reduction or foreclosure forbearance to some mortgagors and their dependents. Moreover, federal and state agencies have deferred, reduced or forgiven and may continue to defer, reduce or forgive payments and delay foreclosure proceedings for mortgage loans to mortgagors affected in some way by possible future military action, deployment or terrorist attacks whether or not they are servicemembers or their dependents. See *"Certain Legal Aspects of Mortgage Loans — Servicemembers Civil Relief Act"*.

Mortgage Loan Historical Information is Not Indicative of Future Performance of the Reference Pool

The information with respect to the Reference Obligations and our mortgage loans generally in this Memorandum or otherwise made available to you is historical in nature and should not be relied upon as indicative of the future performance of the Reference Obligations. In the past, historical information was not indicative of future performance due to various factors, including changes in lending standards, availability of affordable mortgage products, the general state of the economy and housing prices.

Governance and Regulation

New Laws and Regulations May Adversely Affect Our Business Activities and the Reference Pool

There has been a substantial expansion of the regulation of loans and of the financial services industry during the past decade, including new requirements resulting from the Dodd-Frank Act and related rulemakings. For example, the CFPB has adopted a rule that establishes ability to repay requirements for mortgage sellers, as well as rules that require servicers to, among other things, make good faith early intervention efforts to notify delinquent mortgagors of loss mitigation options, to implement available loss mitigation procedures and, if feasible, exhaust all loss mitigation options before initiating foreclosure. All of the Reference Obligations are subject to these rules, and it is possible that a seller's or servicer's failure to comply with requirements adopted during the past several years could adversely affect the value of the Reference Obligations.

Regulators continue to implement new requirements related to the purchasing and servicing of mortgages, as well as to modify and interpret requirements that already are effective. In addition, certain legislative initiatives, if adopted, could modify the Dodd-Frank Act or other provisions and related regulatory requirements. Future changes to regulatory requirements could affect the servicing value of the Reference Obligations, require us and the sellers and servicers to change certain business practices relating to the Reference Obligations and make the servicing of mortgage loans more expensive. We and the sellers and servicers may also face a more complicated regulatory environment due to future regulatory changes, which could increase compliance and operational costs. In addition, it could be difficult for us and the sellers and servicers to comply with any future regulatory changes in a timely manner, which could interfere with the servicing of the Reference Obligations, limit default management and our loss mitigation options and lead to an increased likelihood of Credit Events

and Modification Events (and greater losses realized with respect thereto), which in turn could result in an increase in losses on the Notes.

Governmental Actions May Affect Servicing of Mortgage Loans and May Limit the Servicer's Ability to Foreclose

The federal government, state and local governments, consumer advocacy groups and others continue to urge servicers to be aggressive in modifying mortgage loans to avoid foreclosure, and federal, state and local governmental authorities have enacted and continue to propose numerous laws, regulations and rules relating to mortgage loans generally, and foreclosure actions particularly. For example, the CFPB released final rules relating to mortgage servicing, which became effective on January 10, 2014, that prohibit a servicer from, among other things, commencing a foreclosure on a principal residence until a mortgage loan is more than 120 days delinquent and could delay foreclosure even beyond that time period if the mortgagor applies for a loss mitigation option, such as a loan modification. A Modification Event could occur if the mortgagor is eligible for a loan modification option made available by the owner of the mortgage loan. If the servicer denies the mortgagor a loan modification, the mortgagor may appeal, which would further delay foreclosure proceedings. Foreclosure also will be delayed if a mortgagor enters into a loss mitigation option, including a loan modification, and subsequently fails to comply with its terms. A Modification Event could result in interest amount reductions and principal write-downs on the Notes. If the rate of Modification Events due to government actions increases, this could have an adverse impact on the Notes. The final rules, among other things, also require servicers to provide certain notices, follow specific procedures relating to loss mitigation and foreclosure alternatives and establish protocols such as assuring that the mortgagor be able to contact a designated person(s) at the servicer to facilitate communications. In August 2016, the CFPB released the 2016 Servicing Rules that revise and amend provisions regarding force-placed insurance notices, policies and procedures, early intervention and loss mitigation requirements under Regulation X's servicing provisions, prompt crediting and periodic statement requirements under Regulation Z's servicing provisions, and compliance under certain servicing requirements when a person is a potential or confirmed successor in interest, is a debtor in bankruptcy, or sends a cease communication request under the Fair Debt Collection Practices Act. Most of these changes took effect in October 2017, and the remaining changes took effect in April 2018. In 2017, the CFPB issued a final rule making technical corrections to the 2016 Servicing Rules and an interim final servicing rule related to early intervention notices when borrowers have invoked the cease communication protection under the Fair Debt Collections Act. In 2018, the CFPB issued a final rule amending the 2016 Servicing Rules with respect to periodic statements and coupon books for consumers entering or exiting bankruptcy. The expense of complying with these new CFPB servicing standards for a servicer may be substantial.

Any violations of these laws, regulations and rules may provide new defenses to foreclosure or result in limitations on upward adjustment of mortgage interest rates, reduced payments by mortgagors, permanent forgiveness of debt, increased prepayments due to the availability of government-sponsored refinancing initiatives and/or increased reimbursable expenses. Any of these factors may lead to increased Credit Events and Modification Events (as well as increase the severity of losses realized with respect thereto) and are likely to result in delayed and reduced payments on the Reference Obligations. In addition, these laws, regulations and rules may increase the likelihood of a modification of the mortgage note with respect to a delinquent mortgagor rather than a foreclosure.

Several courts and state and local governments and their elected or appointed officials also have taken unprecedented steps to slow the foreclosure process or prevent foreclosures altogether. A number of these laws have been enacted, including in California. These laws, regulations and rules will result in delays in the foreclosure process, and may lead to reduced payments by mortgagors or increased reimbursable servicing expenses. During the financial crisis, federal and state regulatory and criminal enforcement authorities entered into a variety of voluntary settlement agreements and consent orders with mortgage servicers, many of which service mortgage loans backing the Reference Obligations. These settlement agreements and consent orders provide for financial relief for homeowners, including mortgage loan principal reduction, refinancing and increased benefits and protections for servicemembers and veterans, and comprehensive reform of mortgage servicing practices for the impacted servicers. It is possible that future actions against additional servicers will result in similar agreements with similar terms, or that regulations or rules enacted by the CFPB or other

governmental entities could require a servicer to implement these types of reforms with respect to the Reference Obligations. Any such changes to the servicing procedures could lead to increased Credit Events and Modification Events (as well as increase the severity of losses realized with respect thereto) and therefore could result in an increase in losses suffered by the Noteholders.

Noteholders will bear the risk that future regulatory and legal developments will result in losses on their Notes. The effect on the Notes will be likely more severe if any of these future legal and regulatory developments occur in one or more states in which there is a significant concentration of mortgaged properties.

The long-term impact of the Dodd-Frank Act and related current and future regulatory changes on the Reference Pool and the financial services industry in general will depend on a number of factors that are difficult to predict, including the ability to successfully implement any changes to business operations, changes in consumer behavior, and seller's and servicer's responses to the Dodd-Frank Act and related current and future regulatory changes.

Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Reference Pool

Our business operations and those of our sellers and servicers may be adversely affected by other legislative and regulatory actions at the federal, state and local levels, including by legislation or regulatory action that changes the loss mitigation, pre-foreclosure and foreclosure processes. For example, we could be negatively affected by legislative, regulatory or judicial action that: (a) changes the foreclosure process in any individual state; (b) limits or otherwise adversely affects the rights of a holder of a first lien on a mortgage (e.g., by granting priority rights in foreclosure proceedings for homeowner associations); (c) expands the responsibilities of (and costs to) servicers for maintaining vacant properties prior to foreclosure; or (d) permits or requires principal reductions, such as allowing local governments to use eminent domain to seize mortgage loans and forgive principal on the mortgage loans. These actions could delay the foreclosure process, and could increase expenses, including by potentially delaying the final resolution of seriously delinquent mortgage loans and the disposition of non-performing assets, and could lead to increased Credit Events and Modification Events (as well as increase the severity of losses realized with respect thereto).

In February of 2015, former FHFA Director Mel Watt announced publicly that FHFA was studying the opportunities for including principal forgiveness as part of our loss mitigation strategy. In April of 2016, we announced our participation in a FHFA mandated modification program that permanently forgives a portion of principal for certain qualifying mortgagors and mortgage loans. See *"General Mortgage Loan Purchase and Servicing — Servicing Standards — Default Management*" in Appendix F for a description of this modification program. As of the date of this Memorandum, none of the Reference Obligations would qualify for a Principal Reduction Modification under the terms of this program. However, future legislative or regulatory action could be implemented to initiate new, or expand upon existing, loss mitigation strategies, which could be made applicable to the Reference Obligations.

Several bills related to flood insurance have been introduced by Congress. Some of these proposals could limit our ability to manage private flood insurer counterparty risks and set terms for private flood insurance policies. We have no ability to predict whether any similar legislation will be introduced in the future, or whether any such legislation would ultimately be enacted into law. Further, without knowing the specific content of any such future legislation, we are unable to predict what impact such legislation would have on us, the Reference Pool or the Notes. You should be aware that any such legislation could negatively impact us, the Reference Pool and your investment in the Notes. See *"Risk Factors — Risks Relating to Freddie Mac"*.

In August 2014, the SEC adopted substantial revisions to Regulation AB and other rules regarding the offering process, disclosure and reporting for asset-backed securities as defined in Regulation AB. Among other things, the changes require (i) commencing with offerings after November 23, 2016, enhanced disclosure of loan level information at the time of securitization and on an ongoing basis, (ii) that the transaction agreements provide for review of the underlying assets by an independent asset representations reviewer if certain trigger events occur and (iii) periodic assessments of an asset-backed security issuer's continued ability to conduct shelf offerings. Also in August 2014, the SEC issued final rules that became effective in June 2015 encompassing a broad category of new and revised rules applicable to NRSROs. These rules include provisions that require (i) issuers or underwriters of rated asset-backed securities to furnish a Form ABS-15G that contains the findings

and conclusions of reports of third-party due diligence providers, (ii) third-party due diligence providers to provide a form with certain information to NRSROs regarding their due diligence services, findings and conclusions, and a certification as to their review and (iii) NRSROs to make publicly available the forms provided by any third-party due diligence providers. In addition, pursuant to the Dodd-Frank Act, in October 2014, the SEC and other regulators adopted risk retention rules that require, among other things, that a sponsor, its affiliate or certain other eligible parties retain at least 5% of the credit risk underlying a non-exempt securitization, and in general prohibit the transfer or hedging of, and restrict the pledge of, the retained credit risk; the risk retention rules took effect for non-exempt residential mortgage-backed securities transactions issued on or after December 24, 2015 and on or after December 24, 2016 for all other non-exempt securitizations. We cannot predict what effect these new rules will have on the marketability of asset-backed securities. These new rules should not be applicable to the Notes because the Notes are not asset-backed securities as defined in the Exchange Act or in Regulation AB. However, if the Notes are viewed in the financial markets as having traits in common with asset-backed securities, your Notes may be less marketable than asset-backed securities that are offered in compliance with the new rules.

Investors should be aware and in some cases are required to be aware of the EU Due Diligence Requirements which under the EU Securitization Regulation apply to EU Institutional Investors. Amongst other things, the EU Due Diligence Requirements restrict an EU Institutional Investor from investing in a securitization unless the EU Institutional Investor has verified that:

(a) the originator or original lender of the underlying exposures of the securitization grants all the credits giving rise to the underlying exposures on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness;

(b) the EU Retention Requirement has been satisfied for such securitization; and

(c) the originator, sponsor or SSPE has, where applicable, made available the information required by Article 7 in accordance with the frequency and modalities provided for in Article 7.

Failure on the part of an EU Institutional Investor to comply with one or more of the EU Due Diligence Requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a punitive capital charge on the Notes acquired by the relevant investor. Aspects of the EU Due Diligence Requirements and what is or will be required to demonstrate compliance to national regulators remain unclear.

Each EU Institutional Investor should consult with its own legal, accounting, regulatory and other advisors and/or its national regulator to determine whether, and to what extent, the information set out under *"EU Retention Requirement"* and in this Memorandum generally is sufficient for such EU Institutional Investor to satisfy the EU Due Diligence Requirements, including, without limitation, whether the commitment of Freddie Mac under the EU Risk Retention Letter to retain a material net economic interest in the securitization is sufficient to satisfy the EU Retention Requirement. Any such EU Institutional Investor is required to independently assess and determine the sufficiency of the information described in this Memorandum for the purposes of complying with the EU Due Diligence Requirements.

Article 7 requires the originator, sponsor and SSPE of a securitization to make certain prescribed information relating to the securitization available to investors, competent authorities and, upon request, to potential investors. Such prescribed information includes quarterly asset level reporting and quarterly investor reporting using a specified form of reporting template. The EU Securitization Regulation does not specify the jurisdictional scope of application of Article 7. However, the European Banking Authority has stated that Article 6 of the EU Securitization Regulation should apply only to originators, sponsors and original lenders established in the EU and, on the basis of that statement by analogy, Article 7 should apply only to originators, sponsors or SSPEs established in the EU. Neither Freddie Mac nor the Issuer is established in the EU. Accordingly, neither Freddie Mac nor the Issuer commits to make available to investors the prescribed information relating to the securitization provided for in Article 7.

The EU Due Diligence Requirements require EU Institutional Investors to verify that the originator, sponsor or SSPE of a securitization has, where applicable, made available the information required by Article 7. The meaning to be given to the wording "where applicable" in that requirement is unclear. One view is that "where applicable" means that EU Institutional Investors need only verify that the information required by Article 7 has been made available in securitizations where there is an originator, sponsor or SSPE established in the European Union. Another view, however, is that while the obligation to provide the information does not fall on an originator, sponsor or SSPE that is not established in the European Union, EU Institutional Investors need to verify that the Article 7 information, or information of equivalent scope, has been and will be made available. However, there is no guidance from the European Banking Authority or the European Securities and Markets Authority on this point and investors may take different views.

None of the Transaction Parties, their respective Affiliates or any other person:

(i) makes any representation that the information described herein is sufficient in all circumstances for the purpose of permitting an EU Institutional Investor to comply with the EU Due Diligence Requirements or any other applicable legal, regulatory or other requirements in respect of an investment in the Notes;

(ii) will have any liability to any prospective investor or any other person with respect to any deficiency in such information or any failure of the transactions contemplated herein to comply with or otherwise satisfy the EU Due Diligence Requirements or any other applicable, legal, regulatory or other requirements; and

(iii) will have any obligation, other than the obligations assumed by the Sponsor under the EU Risk Retention Letter and the obligations assumed by the Transaction Parties under the transaction documents generally, to assist EU Institutional Investors in complying with the EU Due Diligence Requirements or any other applicable legal, regulatory or other requirements.

Without limitation to the foregoing, no assurance can be given that the EU Due Diligence Requirements, or the interpretation or application thereof, will not change, and, if any such change is effected, whether such change would affect the regulatory position of current or future investors in the Notes. In particular, Freddie Mac has no obligation to change the quantum or nature of its holding of the Retained Interest due to any future changes in the EU Retention Requirement.

Investors should also independently assess and determine whether they are directly or indirectly subject to market risk capital rules jointly promulgated by the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve and the FDIC that became effective on January 1, 2013. Any prospective investor that is subject to these rules should independently assess and determine its ability to comply with the regulatory capital treatment and reporting requirements that may be required with respect to the purchase of a Note and what impact any such regulatory capital treatment and reporting requirements may have on the liquidity or market value of the Notes.

All of these events could have a material adverse impact on the Noteholders.

Violations of Various Federal, State and Local Laws May Result in Losses on the Reference Obligations

Applicable state and local laws generally regulate interest rates and other charges, require specific disclosure and require licensing of the originator. In addition, other state and local laws, public policy and general principles of equity relating to the protection of consumers, unfair and deceptive practices and debt collection practices may apply to the origination, servicing and collection of the Reference Obligations.

The Reference Obligations are also subject to federal laws, including:

- TILA and Regulation Z promulgated thereunder (including TRID), which require specific disclosures to the mortgagors regarding the terms of the Reference Obligations;
- the Homeownership and Equity Protection Act and state, county and municipal "high cost" laws and ordinances enacted to combat predatory or abusive lending;
- the Equal Credit Opportunity Act and Regulation B promulgated thereunder, which prohibit discrimination on the basis of age, race, color, sex, religion, marital status, national origin, receipt

of public assistance or the exercise of any right under the Consumer Credit Protection Act, in the extension of credit;

- the Fair Credit Reporting Act, which regulates the use and reporting of information related to the mortgagor's credit experience; and
- RESPA and Regulation X promulgated thereunder, which impose requirements pertaining to (a) the disclosure of certain terms of mortgage loans prior to origination and during the servicing life of the loan, and (b) the mitigation and foreclosure activities, among other requirements, which are implemented through TRID for mortgage loan applications received on or after October 3, 2015.

Depending on the provisions of the applicable law and the specific facts and circumstances involved, violations of these federal or state laws, policies and principles may limit the ability to collect all or part of the principal of or interest on the Reference Obligations, may result in a defense to foreclosure or an "unwinding" or rescission of the Reference Obligations and may entitle the mortgagor to a refund of amounts previously paid, which may reduce the Net Liquidation Proceeds received with respect to a Reference Obligation and therefore, may increase the Tranche Write-down Amount allocated to the Reference Tranches and the corresponding principal or notional amount write-downs on the Notes. See *"Certain Legal Aspects of Mortgage Loans"*.

Violations of TRID or Other TILA Provisions May Result in Losses

The CFPB has promulgated TRID, which became effective for mortgage loans whose applications were received on or after October 3, 2015. The purpose of TRID is to reconcile and improve overlapping disclosure obligations under TILA and RESPA relating to residential mortgage loans. A number of violations of TRID have been reported in the marketplace since it became effective. There are interpretive uncertainties under TRID, both as to the liability associated with some of the violations and as to whether and how some of the violations may be cured. Although TRID and Section 130(b) of TILA provide for a mechanism to cure certain non-numerical "clerical" errors in the closing disclosure, uncertainties remain as to liability for violating other requirements in the closing disclosure and in the loan estimate, including some minor or technical violations that may not be covered by TRID's cure mechanism. On December 29, 2015, the Director of the CFPB released the CFPB Director's Letter, which provided informal guidance with respect to some of these uncertainties. The CFPB Director's Letter is not binding on the CFPB, any other regulator or the courts and does not necessarily reflect how courts and regulators, including the CFPB, may view liability for TRID violations in the future. On July 7, 2017, the CFPB issued a final rule that amended its earlier TRID regulations and should provide additional clarity to assist mortgage loan originators in providing compliant disclosures. Specifically, the rule broadened the TRID regulations' coverage, formalized certain informal guidance the CFPB has previously issued, made additional clarifications and technical amendments, and provided a limited number of substantive changes. The rule did not further address any liability or cure issues. The rule became effective on October 10, 2017, but compliance was not mandatory until October 1, 2018.

The rule's most significant change is the expansion of coverage to all mortgage loans secured by a cooperative unit. The inclusion of cooperative mortgage loans under the TRID disclosure requirements is intended to increase consistency and assure that the proper disclosures are provided for any cooperative mortgage loan. The other amendments, including the creation of express tolerances for accuracy in calculating the total of payments, modification of the partial exemption from the TRID disclosures for certain non-interest bearing subordinate lien transactions, and guidance on the sharing of disclosures with various parties involved in the mortgage origination process to address privacy concerns, are expected to assist our sellers in their efforts to comply with TRID disclosure requirements, but there is no way to ensure this will be the case.

Liability under TILA for violations of TRID and other provisions may include actual damages, statutory damages, attorneys' fees and court costs. Further, for certain loans, the right of rescission may be extended to three years from consummation if there were errors in certain "material disclosures" required under TILA. All of the Reference Obligations are subject to TRID. Neither we nor the Third-Party Diligence Provider conducted a post-purchase loan file review for any of the Reference Obligations for technical compliance with TRID or certain other TILA provisions, such as under-disclosure of the finance charge and/or annual percentage rate (APR), rescission errors or payment schedule errors; however, consistent with current practices, we and the Third-Party Diligence Provider did evaluate whether the correct disclosure forms were used in connection with

the origination of the Reference Obligations that were reviewed by us and the Third-Party Diligence Provider as described herein under *"The Reference Obligations — Results of Freddie Mac Quality Control"* and *"The Reference Obligations — Third-Party Due Diligence Review"* in Appendix A hereto. As a result, it is possible that certain Reference Obligations may have been underwritten in a manner that violates TRID or other TILA provisions, and we are not aware of such violations. Damages or costs resulting from a TRID or other TILA violation could reduce the Net Liquidation Proceeds received with respect to a Credit Event Reference Obligation, and therefore may increase the Tranche Write-down Amount allocated to the Reference Tranches and the corresponding principal write-downs on the Notes. In the event we were to discover a TRID or other TILA violation with respect to a Reference Obligation and deliver a request to the related seller or servicer to repurchase such Reference Obligation, such Reference Obligation may be reclassified as having an Underwriting Defect and result in a Reference Pool Removal. Reference Pool Removals could have the same effect on the Reference Pool as prepayments in full. See *"— Risks Relating to the Notes Being Linked to the Reference Pool — The Timing of Credit Events and Modification Events (and the Severity of Losses Realized with Respect Thereto) May Adversely Affect Returns on the Notes"* and *"— Our Review of Reference Obligations That Become Credit Event Reference Obligations May Not Result in Reversed Credit Event Reference Obligations"*.

Special Assessments, Energy Efficiency and Homeowner Association Liens May Take Priority Over the Mortgage Lien

Mortgaged properties securing the Reference Obligations may be subject to the lien of special property taxes and/or special assessments and liens that secure payment of periodic dues to homeowner associations. These liens may be superior to the liens securing the Reference Obligations, irrespective of the date of the mortgage loan.

In some instances, individual mortgagors may be able to elect to enter into contracts with governmental agencies for Property Assessed Clean Energy (PACE) or similar assessments that are intended to secure the payment of energy, water efficiency, distributed energy generation or other improvements that are permanently affixed to their properties, possibly without notice to or the consent of the mortgagee. These assessments may also have lien priority over the mortgage loans consisting of the Reference Obligations or may survive a foreclosure action thereby affecting the subsequent disposition of an REO subject to such lien. No assurance can be given that any mortgaged property so assessed will increase in value to the extent of the assessment lien. Additional indebtedness secured by the assessment lien would reduce the amount of the value of the mortgaged property available to satisfy the affected Reference Obligation if certain Credit Events were to occur, and could therefore reduce the Net Liquidation Proceeds received with respect to such Reference Obligation (and ultimately increase the losses allocated to the Notes).

In numerous states, unpaid dues owed to a homeowner or condominium association may result in a lien on the related mortgaged property that has priority over the lien of a mortgage. If the holder of such a homeowner association lien forecloses on the related mortgaged property, the lien of the mortgage may be extinguished, resulting in losses on the related mortgage loan.

Risks Relating to Freddie Mac

In addition to the risks relating to us set forth below, investors should carefully consider the risk factors set forth in our most recent Annual Report on Form 10-K filed with the SEC and which is incorporated in this Memorandum by reference.

FHFA Could Terminate the Conservatorship by Placing Us into Receivership, Which Could Adversely Affect Our Performance under the Credit Protection Agreement

Under the Reform Act, FHFA must place us into receivership if the Director of FHFA makes a determination that our assets are and have been less than our obligations for a period of 60 days. FHFA has notified us that the measurement period for any mandatory receivership determination with respect to our assets and obligations would commence no earlier than the SEC public filing deadline for its quarterly or annual financial statements and would continue for 60 days after that date. In addition, we could be put into receivership at the discretion of the Director of FHFA at any time for other reasons set forth in the Reform Act.

A receivership would terminate the current conservatorship. If FHFA were to become our receiver, it could exercise certain powers that could adversely affect the Holders of the Notes. As receiver, FHFA could repudiate any contract entered into by us prior to its appointment as receiver if FHFA determines, in its sole discretion, that performance of the contract is burdensome and that repudiation of the contract promotes the orderly administration of our affairs. The Reform Act requires that any exercise by FHFA of its right to repudiate any contract occur within a reasonable period following its appointment as receiver.

If FHFA, as receiver, were to repudiate our obligations under the Credit Protection Agreement, the receivership estate would be liable for actual direct compensatory damages as of the date of receivership under the Reform Act. Any such liability could be satisfied only to the extent that our assets were available for that purpose.

During a receivership, certain rights of the Trust under the Credit Protection Agreement may not be enforceable against FHFA, or enforcement of such rights may be delayed.

The Reform Act also provides that no person may exercise any right or power to terminate, accelerate or declare an event of default under certain contracts to which we are a party, or obtain possession of or exercise control over any property of ours, or affect any contractual rights of ours, without the approval of FHFA as receiver, for a period of 90 days following the appointment of FHFA as receiver.

A Receiver May Transfer or Sell Our Assets and Liabilities

If FHFA were to be appointed as receiver for us, the receiver would have the right to transfer or sell any asset or liability of ours, without any approval, assignment or consent. If the receiver were to transfer our obligations under the Credit Protection Agreement to another party, Holders of the Notes would be exposed to the credit risk of that party.

We are Dependent Upon the Support of Treasury

We receive substantial support from Treasury and are dependent upon continued support in order to continue operating our business. Our ability to access funds from Treasury under the Purchase Agreement is critical to keeping us solvent, allowing us to focus on our primary business objectives under conservatorship, and avoiding appointment of a receiver by FHFA under statutory mandatory receivership provisions. We have no ability to predict what regulatory and legislative policies or actions the Administration will pursue with respect to us. Any deterioration in our financial position and any discontinued support of the Treasury could impact our performance under the Credit Protection Agreement. Investors will be subject to the credit risk associated with our ability to make payments under the Credit Protection Agreement. See *"Freddie Mac — Purchase Agreement, Warrant and Senior Preferred Stock."*

Our Changes in Business Practices May Negatively Affect the Noteholders

We have a set of policies and procedures that we follow in the normal course of our mortgage loan purchasing and servicing business, which are generally described in this Memorandum. We have indicated that certain of these practices are subject to change over time, as a result of changes in the economic environment and as a result of regulatory changes and changes in requirements of its regulators, including implementation of the "Single Security" initiative pursuant to the proposed common securitization platform, among other reasons. We may at any time change our practices as they relate to servicing requirements for servicers, including policies with respect to loss mitigation, quality control policies and quality assurance policies, policies governing the pursuit of remedies for breaches of sellers' representations and warranties, REO disposition policies and other policies and procedures that may, in their current forms, benefit the Noteholders. See *"General Mortgage Loan Purchase and Servicing — Quality Control Process"* in Appendix F. In undertaking any changes to our practices or our policies and procedures, we may exercise complete discretion and have no obligation to consider the impact on you, and may undertake changes that negatively affect you in pursuing other interests, including, but not limited to, minimizing losses for taxpayers and complying with requirements put forth by our regulators, among others.

Risks Related to Eligible Investments

Noteholders Are Exposed to the Value of the Underlying Assets of the Relevant Eligible Investments

The Issuer's source of funds for repayment of the outstanding Class Principal Balances of the Notes will be limited to the proceeds of the liquidation of the Eligible Investments and any Credit Premium Payments and Credit Protection Reimbursement Payments we are required to make under the Credit Protection Agreement. The calculation of the Credit Premium Payment due with respect to any Payment Date will take into account the earnings (including the aggregate amount of realized principal gains less any principal losses) on Eligible Investments during the prior calendar month. Accordingly, in the event that we fail to make any Credit Premium Payments or Credit Protection Reimbursement Payments required by the Credit Protection Agreement, you will be exposed to the market value of the Eligible Investments. There can be no assurance that there will be no default with respect to payments on the Eligible Investments or declines in the value of Eligible Investments. See "*The Agreements — The Indenture — Accounts, Accountings and Reports*".

Certain Types of Eligible Investments May Suspend or Delay Redemptions

Some types of Eligible Investments may, pursuant to the terms of such Eligible Investments, be able to suspend or delay redemptions. Any suspension or delay of redemptions may cause a delay or loss in the payment of principal or interest on the Notes. Furthermore, certain types of Eligible Investments may, under certain conditions, impose fees on redeeming investors. Any of these conditions could materially and adversely affect the Issuer's ability to pay the outstanding principal amount of or interest on the Notes, should we fail to pay the Credit Premium Payment as required by the Credit Protection Agreement.

Redeeming Units of an Eligible Investment During an Unfavorable Market Environment May Affect the Net Asset Value of Such Eligible Investment

Any Eligible Investment could experience a decrease in net asset value and/or a negative yield, particularly in times of overall market turmoil or declining prices for the Eligible Investments sold, or when the markets are illiquid. When markets are illiquid, the Investment Manager may be unable to sell illiquid Eligible Investments at the desired time or price. Illiquidity can be caused by, among other things, a drop in overall market trading volume, an inability to find a ready buyer, or legal restrictions on the resale of the Eligible Investments. Certain Eligible Investments that were liquid when purchased may later become illiquid, particularly in times of overall economic distress. In selling Eligible Investments prior to maturity, any such Eligible Investment may realize a price higher or lower than that paid to acquire such Eligible Investment, depending upon whether interest rates have decreased or increased since their acquisition. Any of these conditions could materially and adversely affect the Issuer's ability to pay the outstanding principal amount of or interest on the Notes, should we fail to pay the Credit Premium Payment as required by the Credit Protection Agreement.

Failure of Eligible Investments to Satisfy the Relevant Criteria May Not Result in Their Replacement

In the event an Eligible Investment no longer satisfies the criteria set forth in the Investment Management Agreement, no action will be taken by the Investment Manager unless it has actual knowledge (without independent investigation) of such failure to satisfy such criteria. As a result, a period of up to 60 days may elapse following the failure of an Eligible Investment to meet such criteria before any action is taken to liquidate shares of such Eligible Investment and, therefore, it may continue to be invested in assets that may not at such time constitute an Eligible Investment.

Unfavorable Market Conditions May Cause Changes in an Investment's Yield

Although the market value, yield and liquidity of the Eligible Investments are generally less sensitive to changes in market interest rates than are funds that invest in longer-term investments, changes in short-term interest rates may cause changes to the market value, yield and liquidity of the Eligible Investments. During periods of rising interest rates, an Eligible Investment's yield (and its market value) will tend to be lower than prevailing market rates. In addition, a low-interest rate environment may prevent an Eligible Investment from providing a positive yield or maintaining a stable net asset value, and may cause an Eligible Investment to provide a negative yield. Market disruptions also may impair the liquidity of any Eligible Investments. If the

market value, yield and/or liquidity of an Eligible Investment is impaired, the Issuer's ability to pay the outstanding principal amount of and/or interest on the Notes could be materially and adversely affected, should we fail to pay the Credit Premium Payments as required by the Credit Protection Agreement.

The Net Yield of a Fund May Become Negative for Other Reasons

If an Eligible Investment incurs a management fee during a low interest rate environment, the payment of such fee may prevent the Eligible Investment from providing a positive yield or maintaining a stable net asset value of $1.00, and may cause the Eligible Investment to provide a negative yield. Similarly, if the investments are issued with a negative yield by the U.S. government, or if a change in regulation requires Eligible Investments to mark-to-market, the Eligible Investments may be prevented from providing a positive yield or maintaining a stable net asset value of $1.00. In either case, the Issuer's ability to pay the outstanding principal amount of and/or interest on the Notes could be materially and adversely affected, should we fail to pay any Credit Premium Payments to cover any such decline in value or investment losses. In addition, in a negative yield environment, certain Eligible Investments may also trigger a reverse distribution mechanism or other similar actions to help maintain a stable net asset value, which would result in an investment deficiency.

The Investment Manager May Be Unable to Liquidate Investments in a Timely Manner

There can be no assurances that there will not be a delay in the ability of the Investment Manager to liquidate the Eligible Investments or, upon such liquidation, that the amounts realized from the liquidation of the Eligible Investments will not be less than the outstanding principal amount. If we were to fail to pay the Credit Premium Payments required by the Credit Protection Agreement, no other assets would be available to the Noteholders for payment of the resulting deficiency in the applicable Interest Payment Amount and the Noteholders would bear the resulting loss thereof.

Ineligible Investments

The No-Action Letter requires that Trust Assets be invested only in Eligible Investments, and accordingly, the Investment Management Agreement requires that Trust Assets be invested only in Eligible Investments. However, if the Investment Manager were to invest any Trust Assets in a category of investment that did not qualify as an Eligible Investment, neither we nor the Trust would be in compliance with the terms of the No-Action Letter. The Investment Manager will be required to sell any ineligible investments, which may result in a loss if we fail to make the Credit Premium Payment due.

Investment Factors and Risks Related to the Notes

The Notes May Not Be Repaid in Full

The Notes do not represent obligations (or interests in obligations) of any person or entity other than the Trust and do not represent a claim against any assets other than the Trust Assets. No governmental agency or instrumentality will guarantee or insure payment on the Notes. If the Trust were unable to make payments on the Original Notes from Trust Assets, no other assets would be available to Noteholders for payment of the deficiency, and Noteholders would bear the resulting loss.

Limited Source of Payments — No Recourse to Reference Obligations

The Notes will be limited recourse obligations of the Trust, payable solely from the Trust Assets. The Notes will not be insured by any financial guaranty insurance policy. The Notes will not represent an interest in the Reference Obligations nor an obligation of us (other than with respect to the Credit Premium Payments and Credit Protection Reimbursement Payments owed by us under the Credit Protection Agreement), the Indenture Trustee, the Owner Trustee, the Initial Purchasers or any of their affiliates. The Notes will be the obligations (or interests in obligations) solely of the Trust. If the Trust were unable to make payments on the Original Notes from the Trust Assets, no other assets would be available to Noteholders for payment of the deficiency, and Noteholders would bear the resulting loss.

Subordination of the Notes

The rights of the Holders of the Notes with respect to the Trust Assets will be subject to our prior claims and may be subject to the claims of any other creditor of the Trust that is entitled to priority as a matter of law or by virtue of any nonconsensual lien that such creditor has on the Trust Assets or pursuant to the Priority of Payments.

Credit Support Available to Corresponding Classes of Reference Tranches Pursuant to Hypothetical Structure Is Limited and May Not Be Sufficient to Prevent Loss on Your Notes

Each Class of Reference Tranche will have the initial subordination and initial credit enhancement applicable to it as described in Table 3. However, the amount of such subordination available to any Class of Reference Tranche and any corresponding Class of Notes will be limited and may decline under certain circumstances as described in this Memorandum. The Class B-3H Reference Tranche will be subordinate to all the other Reference Tranches and any corresponding Classes of Notes and therefore does not benefit from any credit enhancement. See *"Summary — Status and Subordination", "Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Tranche Write-down Amounts"* and *"The Agreements — The Indenture — Secured Parties' Relations; Subordination"*.

If we were to experience significant financial difficulties, or if FHFA placed us in receivership and our obligation was repudiated as described above in *"— Risks Relating to Freddie Mac,"* you may suffer losses as a result of the various contingencies described in this *"Risk Factors"* section and elsewhere in this Memorandum. The Notes, including interest thereon, are not guaranteed by the United States and do not constitute debts or obligations (or interests in debts or obligations) of the United States or any agency or instrumentality of the United States, including us.

Subordination of Corresponding Classes of Reference Tranches Increases Risk of Loss on the Notes

The Tranche Write-down Amount with respect to any Payment Date will be allocated in the order of priority described in *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Tranche Write-down Amounts"*. See also *"Summary — Reductions in Class Principal Balances of the Notes Due to Allocation of Tranche Write-down Amounts"*. Any Tranche Write-down Amount allocated to a Class of Reference Tranche corresponding to an outstanding Class of Notes will result in a corresponding reduction in the Class Principal Balance of such Class of Notes. Similarly, to the extent that Modification Events result in a Modification Loss Amount, such Modification Loss Amount will be allocated in the order of priority described in *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Modification Loss Amount"*. Any Modification Loss Amount allocated to a Class of Reference Tranche corresponding to an outstanding Class of Notes will result in a corresponding reduction in the Interest Payment Amount and/or Class Principal Balance of such Class of Notes. It should be noted that the Class B-2A Notes (and any related MAC Notes) will be allocated Modification Loss Amounts to reduce their Interest Payment Amounts immediately after the allocation of Modification Loss Amounts to reduce the Interest Payment Amounts of the Class B-2B Notes (and any related MAC Notes) and before the allocation of Modification Loss Amounts to reduce the Class Principal Balance of the Class B-2B Notes (and any related MAC Notes). See *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Modification Loss Amount."*

If you calculate your anticipated yield based on an assumed rate of Credit Events and Modification Events with respect to the Reference Pool that is lower than the rate actually incurred on the Reference Pool, your actual yield to maturity may be lower than that so calculated and could be negative such that you may fail to receive a full return of your initial investment. The timing of Credit Events and Modification Events and the severity of losses realized with respect thereto will also affect your actual yield to maturity, even if the average rate is consistent with your expectations. In general, the earlier the Notes suffer a reduction in Class Principal Balance due to the allocation of Tranche Write-down Amounts or Modification Loss Amounts on or a reduction in Interest Payment Amount triggered by Modification Loss Amounts, the greater the effect on your yield to maturity. See *"Prepayment and Yield Considerations"*.

For a more detailed description of the hypothetical structure and the Reference Tranches, including the effect of subordination, see *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches"*.

Significant Write-downs of the Notes That Are Subsequently Subject to Write-ups Will Result in Lost Accrued Interest

Any Tranche Write-down Amounts allocated to reduce the Class Notional Amounts of a Class or Classes of Reference Tranches will result in a corresponding reduction in the Class Principal Balance or Notional Principal Amount of the corresponding Class or Classes of Notes. Any subsequent increase in the Class Principal Balance or Notional Principal Amount, as applicable, of such Notes as a result of the reversal of Credit Events will not entitle the Holder of such Class of Notes to any interest that would otherwise have been due during any periods of reduction of the Class Principal Balance or Notional Principal Amount, as applicable, of such Notes. Noteholders could suffer significant loss of accrued interest to the extent of any extended period between a reduction and subsequent increase of the Class Principal Balance or Notional Principal Amount, as applicable, of the Notes. Credit Events may ultimately be reversed, potentially resulting in Tranche Write-up Amounts that write-up the Class Notional Amounts of the Reference Tranches. During the period in which Tranche Write-down Amounts have been allocated, prior to any reversal of Credit Events that result in Tranche Write-up Amounts that write-up the Class Notional Amounts of the Reference Tranches, the Notes will have lost accrued interest on the Class Principal Balance or Notional Principal Amount, as applicable, that was so written down due to the allocation of such Tranche Write-down Amounts for the period of time during which such Credit Event existed and was not reversed.

LIBOR Levels Could Reduce the Yield on the Notes

Lower than anticipated levels of One-Month LIBOR could result in actual yields on the Notes that are lower than anticipated. One-Month LIBOR is not likely to remain constant at any level. The timing of a change in the level of One-Month LIBOR may affect the actual yield on the Notes, even if the average level is consistent with your expectation. In general, the earlier a change in the level of One-Month LIBOR, the greater the effect on the yield. As a result, the effect on the yield received due to a One-Month LIBOR that is lower (or higher) than the rate anticipated during earlier periods is not likely to be offset by a later equivalent increase (or reduction). Moreover, changes may not correlate with changes in interest rates generally or with changes in other indices. The yield on the Notes could be either adversely or positively affected if changes in One-Month LIBOR do not reflect changes in interest rates generally.

A Change in Any Reporting Period May Affect the Yield on the Notes

We are permitted to revise the definition of Reporting Period to conform to any updates to our operational processes or timelines for mortgage loans serviced in accordance with the Guide, provided that notice of such revision is included in a Payment Date Statement made available to the Noteholders at least two calendar months prior to the first Payment Date affected by such revision. See *"The Agreements — The Indenture — Amendments"*. There can be no assurance that any such revision will not have an adverse effect on the yield of the Notes.

Uncertainty Relating to the Determination of LIBOR and the Potential Phasing Out of LIBOR after 2021 May Adversely Affect the Value of the Notes

Regulators and law enforcement agencies in the United Kingdom and elsewhere are conducting civil and criminal investigations into whether bank members of the British Bankers' Association that contribute to the calculation of daily LIBOR may have been misreporting or otherwise manipulating LIBOR. A number of British Bankers' Association member banks have entered into settlements with regulators and law enforcement agencies with respect to the alleged manipulation of LIBOR. On July 27, 2017, the U.K. Financial Conduct Authority announced that it intends to stop persuading or compelling banks to submit LIBOR rates after 2021. In addition, in early 2018, ICE, the entity responsible for administering LIBOR, stated its intention to continue to administer and quote LIBOR after 2021, possibly employing an alternative methodology. It is uncertain whether ICE will continue to quote LIBOR after 2021.

Efforts to identify a set of alternative U.S. dollar reference interest rates include proposals by the Alternative Reference Rates Committee of the Federal Reserve Board and the Federal Reserve Bank of New York. At present, we are unable to predict the effect of any alternative reference rates that may be established or any other reforms to LIBOR that may be adopted in the United Kingdom, in the U.S. or elsewhere. Uncertainty as to the

nature of such potential changes, alternative reference rates or other reforms may adversely affect the trading market for LIBOR-based securities, including the Notes. Moreover, any future reform, replacement or disappearance of LIBOR may adversely affect the value of and return on the Notes.

The Use of an Alternative Method or Index in Place of LIBOR for Determining Monthly Interest Rates May Adversely Affect the Value of Certain Notes

As described under *"Description of the Notes — Interest",* if ICE ceases to set or publish a rate for LIBOR and/or we determine that the customary method for determining LIBOR is no longer viable, we may elect to designate an alternative method or alternative index. In making an election to use any alternative method or index, we may take into account a variety of factors, including then-prevailing industry practices or other developments. We may also, for any period, apply an adjustment factor to any alternative method or index as we deem appropriate to better achieve comparability to the current index and other industry practices. See *"Description of the Notes — Interest"*. We can provide no assurance that any such alternative method or index or adjustment factor will yield the same or similar economic results over the lives of the related Notes. In addition, although our designation of any alternative method or index may take into account various factors, including then-prevailing industry practices, there can be no assurance that broadly-adopted industry practices will develop, and it is uncertain what effect any divergent industry practices will have on the value of and return on the Notes.

Changes in the Market Value of the Notes May Not Be Reflective of the Performance or Anticipated Performance of the Reference Obligations

The market value of the Notes may be volatile. These market values can change rapidly and significantly and changes can result from a variety of factors. However, a decrease in market value may not necessarily be the result of deterioration in the performance or anticipated performance of the Reference Obligations. For example, changes in interest rates, perceived risk, supply and demand for similar or other investment products, accounting standards, capital requirements that apply to regulated financial institutions and other factors that are not directly related to the Reference Obligations can adversely and materially affect the market value of the Notes. The risk of an early termination of the Credit Protection Agreement may also affect the market value of the Notes. Additionally, if we elect not to designate a CPA Early Termination Date upon the occurrence of a CPA Additional Termination Event, the liquidity and market value of the Notes may be materially and adversely affected.

There May be Limited Liquidity of the Notes, Which May Limit Your Ability to Sell the Notes

The Notes will not be required to be listed on any national securities exchange or traded on any automated quotation systems of any registered securities association. The Initial Purchasers will have no obligation to make a market in the Notes. As a result, there can be no assurance as to the liquidity of the market that may develop for the Notes, or if it does develop, that it will continue. It is possible that investors who desire to sell their Notes in the secondary market may find no or few potential purchasers and experience lower resale prices than expected. Investors who desire to obtain financing for their Notes similarly may have difficulty obtaining any credit or credit with satisfactory interest rates which may result in lower leveraged yields and lower secondary market prices upon the sale of the Notes.

We make no representation as to the proper characterization of the Notes for legal investment, regulatory, financial reporting or other purposes, as to the ability of particular investors to purchase the Notes under applicable legal investment or other restrictions or as to the consequences of an investment in the Notes for such purposes or under such restrictions. The liquidity of trading markets for the Notes may also be adversely affected by general declines or disruptions in the credit markets. Such market declines or disruptions could adversely affect the liquidity of and market for the Notes independent of the credit performance of the Reference Pool or its prospects. We have no obligation to continue to sponsor transactions structured to issue securities similar to the Notes or with similar terms. FHFA may require us to discontinue sponsoring transactions structured to issue such securities or require that alternative risk sharing transactions be effected, thereby affecting the development of the market for the Notes. Further, even though we are required to work together with Fannie Mae in implementing risk sharing transactions, the terms and structures of these transactions may be different.

Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Notes, Which May Limit Investors' Ability to Sell the Notes

Regulatory or legislative provisions applicable to certain investors may have the effect of limiting or restricting their ability to hold or acquire securities such as the Notes, which in turn may adversely affect the ability of Noteholders who are not subject to those provisions to resell their Notes in the secondary market. For example, regulations were adopted on December 10, 2013 to implement the Volcker Rule, which, among other things, restricts purchases or sales of securities and derivatives by "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) if conducted on a proprietary trading basis. Banking entities were required to be in conformance with the Volcker Rule's provisions relating to proprietary trading, as described in this paragraph, by July 21, 2015. The Volcker Rule's provisions may adversely affect the ability of banking entities to purchase and sell the Notes and thus may adversely affect the marketability of the Notes.

The Trust has been structured with the intent that it will not constitute a "covered fund" for purposes of the Volcker Rule under the Dodd-Frank Act. The Trust has not been registered and will not be registered with the SEC as an investment company pursuant to the Investment Company Act, in reliance on Section 2(b) of such Act, and we are not registering as a CPO in reliance on the No-Action Letter. In the unlikely event that we determine that the Trust is unable to meet the conditions of the No-Action Letter, and we choose to register as a CPO rather than effect an early termination of the Credit Protection Agreement, it is possible that the Trust might be considered a "covered fund" at that time. As a result, after any such registration the Volcker Rule's provisions may adversely affect the ability of banking entities to continue to hold, purchase and sell the Notes and thus may adversely affect the marketability of the Notes. See *"— Risks Associated with the Investment Company Act"* and "*— Risks Associated with Compliance with the No-Action Letter*".

Risks Associated with the Investment Company Act

The Trust has not registered with the SEC as an investment company under the Investment Company Act in reliance on Section 2(b) of the Investment Company Act. The Trust may also be able to rely on another exemption under the Investment Company Act, but reliance on such other exemption would result in the Trust being a "covered fund" pursuant to the Volcker Rule under the Dodd-Frank Act.

If the SEC or a court of competent jurisdiction were to find that the Trust is required to register as an investment company under the Investment Company Act, but had failed to do so, possible consequences include, but are not limited to, the following: (i) an application by the SEC to a district court to enjoin the violation; and (ii) any contract to which the Trust is party that is made in violation of the Investment Company Act or whose performance involves such violation may be deemed unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than nonenforcement and would not be inconsistent with the purposes of the Investment Company Act. Should the Trust be subjected to any or all of the foregoing, the Trust and Noteholders could be materially and adversely affected. Pursuant to the Trust Agreement, we agree not to take any actions which would cause the Trust to become an investment company. A CPA Additional Termination Event with respect to the Credit Protection Agreement will occur if the SEC makes a final determination that the Trust must register as an investment company under the Investment Company Act. See *"— Risks Associated with an Early Termination of the Credit Protection Agreement"* and *"The Agreements — The Credit Protection Agreement — CPA Scheduled Termination Date and CPA Early Termination Date"* and *"The Agreements — The Indenture — Indenture Events of Default"*.

In December 2013, the banking regulators and other agencies principally responsible for banking and financial market regulation in the United States implemented the final rule under the Volcker Rule, which in general prohibits "banking entities" (as defined therein) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring certain "covered funds" (broadly defined to include any entity that would be an investment company under the Investment Company Act but for the exemptions provided in Section 3(c)(1) or 3(c)(7) thereof) and certain similar funds, including certain commodity pools that have registered CPOs and the interests in which are not offered to the public, and (iii) entering into certain relationships with such funds.

Although the Trust does not rely upon the exemptions in Section 3(c)(1) or 3(c)(7) of the Investment Company Act for an exemption from being an investment company under the Investment Company Act, and is not a commodity pool of the type referenced in the definition of "covered fund," the general effects of the final rules implementing the Volcker Rule remain uncertain. See "— *Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Notes, Which May Limit Investors' Ability to Sell the Notes*" and "— *Risks Associated with Compliance with the No-Action Letter*".

Any prospective investor in the Notes, including a U.S. or foreign bank or an affiliate or subsidiary thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule and regulatory implementation.

Risks Associated with the Commodity Exchange Act

The Commodity Exchange Act, as amended by the Dodd-Frank Act, defines a "commodity pool" to include certain investment vehicles operated for the purpose of trading in "commodity interests," including CFTC-regulated swaps. The Credit Protection Agreement would likely be considered a CFTC-regulated swap, and the Trust may thus fall within the definition of a "commodity pool" under the Commodity Exchange Act. As a result, the Sponsor may be deemed to be a CPO or a CTA with respect to the Trust. CPOs and CTAs are subject to regulation by the CFTC and must register with the CFTC unless an exemption from registration is available. However, the Sponsor has not registered with the CFTC as a CPO of the Trust in reliance on the No-Action Letter that the CFTC Division of Swap Dealer and Intermediary Oversight issued to the Sponsor, and related exemptions from registration as a CTA.

Under the No-Action Letter, the Sponsor is exempt from CPO registration provided that (i) the collateral received by the Trust from the sale of Notes to investors is continually invested in Eligible Investments, as defined in this Memorandum, (ii) the Trust does not engage in any additional commodity interest transactions beyond the Credit Protection Agreement, (iii) in the event of a bankruptcy proceeding involving the Trust, the exercise by the Sponsor of any contractual right to cause the termination, liquidation or acceleration of or to offset or net termination values, payment amounts or other transfer obligations arising under or in connection with the Credit Protection Agreement will not be stayed, avoided or otherwise limited, under applicable law, and (iv) the Trust otherwise meets the requirements of the CPO registration exemption set forth in CFTC Rule 4.13(a)(3) (except to the limited extent described in the No-Action Letter, the restriction on marketing investments in the Trust as or in a vehicle for trading in the commodity futures or commodity options markets or in swaps).

Risks Associated with Compliance with the No-Action Letter

CFTC Rule 4.13(a)(3) is intended to provide an exemption from registration for CPOs that maintain their pools' investments in commodity interests below a *de minimis* threshold. The pool's participants must be "qualified eligible persons", as defined in CFTC Rule 4.7, "accredited investors", as defined in Rule 501 under the Securities Act or "knowledgeable employees", as defined in Rule 3c-5 under the Investment Company Act. In addition, interests in the pool must be sold to qualifying investors pursuant to an exemption from registration under the Securities Act, and offered and sold without marketing to the public in the United States. The Sponsor expects, however, to file a notice, prior to the Closing Date, with the CFTC pursuant to CFTC Letter 14-116 to claim exemption from the prohibition in CFTC Rule 4.13(a)(3) on marketing to the public. In addition, under CFTC Rule 4.13(a)(3), the pool must limit transactions in commodity interests to the trading thresholds set forth in CFTC Rule 4.13(a)(3). As applied to the Trust in accordance with the No-Action Letter, this means that the notional value of the Credit Protection Agreement may not exceed the liquidation value of the Trust's assets. The Credit Protection Agreement has been structured so that the notional value will not exceed the liquidation value of the Eligible Investments. As a result of relying on the No-Action Letter, the Sponsor would not be required to deliver a CFTC-mandated disclosure document or a certified annual report to investors, or otherwise comply with the requirements applicable to CFTC-registered CPOs and CTAs. Further, this Memorandum has not been reviewed or approved by the CFTC and it is not anticipated that such review or approval will occur.

Collective investment vehicles that invest in the Notes may be considered to be commodity pools under the Commodity Exchange Act and CFTC rules thereunder and, if so, may be required to have a registered CPO or an

exemption or exclusion from CPO registration that may require regulatory filings, disclosures and other actions. This is because the Trust is a commodity pool and, as a result of having an investment in the Notes, a collective investment vehicle may be considered to have made an indirect investment in the Credit Protection Agreement, which is a commodity interest. Unlike under the Investment Company Act, where a key issue is whether the entity itself is required to register with the SEC as an investment company, commodity pools do not register with the CFTC. Instead, if an entity is a commodity pool, it is the operator of that commodity pool that will need to either register or rely on exemption from registration. Certain investment funds or collective investment vehicles are also excluded from the definition of "commodity pool," even where the nature of their investments would otherwise bring them within the scope of the rules. Other than in the case of these excluded investment vehicles, the CFTC may, in certain circumstances, consider a collective investment vehicle to be a fund-of-funds under the Commodity Exchange Act and CFTC rules thereunder by virtue of its investment in the Notes because it can be characterized by the CFTC as an investor fund that has made an indirect investment in a commodity interest by investing in an investee fund, which is the Trust. It is our understanding that entities that invest in the Notes may, at the time of investment, be able to treat the Notes as if they were issued by a pool whose operator has not registered as a CPO in reliance on CFTC Rule 4.13(a)(3) for purposes of any fund-of-funds analysis that such entities conduct. Entities that invest in the Notes should make their own determination, in consultation with their attorneys and advisors, regarding CFTC registration issues applicable to such entities, including, (i) whether they may be considered to be commodity pools as a result of having an investment in the Notes, (ii) any applicable registration requirements or any exemption or exclusion with respect thereto, (iii) whether their investment in the Notes changes their status or the status of persons who may be considered their operators for purposes of the Commodity Exchange Act and the CFTC's Rules thereunder and (iv) any related filing, disclosure and other requirements under the Commodity Exchange Act and CFTC's Rules thereunder. This discussion does not purport to deal with all aspects of the Commodity Exchange Act or the CFTC's Rules thereunder that may be relevant to investors in light of particular circumstances.

The Trust's reliance on the No-Action Letter is subject to legislative or regulatory change. If the No-Action Letter is rescinded, modified, or the Sponsor reasonably determines, after consultation with external counsel (which will be a nationally recognized and reputable law firm), that the Sponsor must register as a commodity pool operator under the Commodity Exchange Act and the regulations promulgated thereunder, this will result in us having the right to cause an early termination of the Credit Protection Agreement. Should we elect to terminate the Credit Protection Agreement early due to our determination that we need to register as a CPO under the Commodity Exchange Act, this would result in redemption of the Notes prior to the Scheduled Maturity Date. Alternatively, in the unlikely event that we determine that the Trust is unable to meet the conditions of the No-Action Letter, we may choose to register as a CPO rather than effect an early termination of the Credit Protection Agreement. Entities that invest in the Notes should consult their attorneys and advisors regarding the potential impact on their status or the status of persons who may be considered their operators for purposes of the Commodity Exchange Act and the CFTC's rules thereunder (including any applicable registration requirements or any exemption or exclusion with respect thereto) in the unlikely event that we decide to register with the CFTC as a CPO and/or a CTA with respect to the Trust because we determine that the Trust is unable to meet the conditions of the No-Action Letter and we do not elect to designate a CPA Early Termination Date. In addition, in the unlikely event that we determine that the Trust is unable to meet the conditions of the No-Action Letter, and we choose to register as a CPO rather than effect an early termination of the Credit Protection Agreement, it is possible that the Trust might be considered a "covered fund" at that time. See *"— Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Notes, Which May Limit Investors' Ability to Sell the Notes"*.

Further, as the existing No-Action Letter does not contemplate the replacement of Reference Obligations in the Reference Pool, we have a request before the CFTC seeking to amend the provisions of the No-Action Letter to permit the Trust to replace Reference Obligations in the Reference Pool that are refinanced in the future under the Enhanced Relief Refinance Program with the corresponding Enhanced Relief Refinance Reference Obligations. A Reference Obligation that is refinanced under the Enhanced Relief Refinance Program is subject to certain limitations and requirements, including borrower requirements, to maintain the risk profile of the existing loan; provided, however, the loan balance may be increased to pay refinancing costs (currently set at $5,000 but subject to increase by our regulator in the future). We cannot assure you that the CFTC will grant our request to amend the provisions of the No-Action Letter to permit the replacement of Reference Obligations with

the corresponding Enhanced Relief Refinance Reference Obligations. In the event the CFTC grants our request to amend the provisions of the No-Action Letter, Freddie Mac will cause notice to be provided to Holders of the Notes pursuant to the Payment Date Statement related to the Reporting Period in which such amendment takes effect.

The Transfer Restrictions on the Notes May Limit Investors' Ability to Sell the Notes

The Notes may be sold only to QIBs in reliance on Rule 144A under the Securities Act. See *"Placement"* in this Memorandum for additional information regarding the applicable restrictions on transfer.

The Notes may not be acquired or held by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. See *"Certain ERISA Considerations"* for additional information regarding the applicable ERISA restrictions on transfer. See "*Description of The Notes — Form, Registration and Transfer of the Notes*".

The Notes May be Redeemed Before the Scheduled Maturity Date

The Notes will be subject to mandatory redemption prior to the Scheduled Maturity Date upon the termination of the Credit Protection Agreement as described under *"Description of the Notes — Scheduled Maturity Date and Early Redemption Date"* and *"The Agreements — The Credit Protection Agreement — CPA Scheduled Termination Date and CPA Early Termination Date"*. Any such redemption may result in the receipt of principal of the Notes prior to the date you anticipate and may reduce your yield or cause you to incur losses on your investment in the Notes.

The Notes Will Not Be Rated on the Closing Date

We have not engaged any NRSRO to rate the Notes on the Closing Date and we have no obligation to do so in the future. The lack of a rating reduces the potential liquidity of the Notes and thus may affect the market value of the Notes. In addition, the lack of a rating will reduce the potential for, or increase the cost of, financing the purchase and/or holding of the Notes. Investors subject to capital requirements may be required to hold more capital against the Notes than would have been the case had the Notes been rated. An unsolicited rating could be assigned to the Notes at any time, including prior to the Closing Date, and none of us, the Initial Purchasers or any affiliates of the Initial Purchasers will have any obligation to inform you of any such unsolicited rating. In addition, if in the future we were to sponsor a transaction structured to issue notes similar to the Notes or other securities under an alternative risk sharing arrangement, we may seek to have such securities rated by one or more NRSROs. As a result, the marketability of the Notes may be impaired because they are not so rated.

The Ability to Exchange the Exchangeable Notes and MAC Notes May Be Limited

You must own the right Classes in the right proportions to enter into an exchange involving MAC Notes. If you do not own the right Classes, you may not be able to obtain them because:

- The owner of a Class that you need for an exchange may refuse or be unable to sell that Class to you at a reasonable price or at any price.
- Principal payments over time will decrease the amounts available for exchange.
- A Noteholder that does not own the Note may be unable to obtain the necessary Exchangeable Notes or MAC Notes because the needed Exchangeable Notes or MAC Notes may have been purchased or placed into other financial structures and thus may be unavailable for exchange.

Investors Have No Direct Right to Enforce Remedies

Noteholders generally do not have the right to institute any suit, action or proceeding in equity or at law under the Indenture. This limits your personal ability to enforce the provisions of the Indenture. In no event will the Noteholders have the right to direct us to investigate or review any aspect of the Reference Obligations. Rather, we will have the sole discretion to determine whether to undertake such investigation or review and to interpret or otherwise determine the outcome of such investigation or review.

Only certain Indenture Events of Default will automatically trigger an acceleration of the Notes. The remaining Indenture Events of Default will require the Holders of not less than a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) to direct the Indenture Trustee to enforce remedies to make such Notes immediately due and payable. In the event that Exchangeable Notes have been exchanged for MAC Notes, Holders of such MAC Notes will be entitled to exercise all voting rights that are allocated to such exchanged Exchangeable Notes in the manner described under *"MAC Notes"*. To the extent that such direction is not given, you will have no remedies upon an Indenture Event of Default. Noteholders may not be successful in obtaining the required percentage of Holders because it may be difficult to locate other investors to facilitate achieving the required thresholds; provided, however, the Indenture Trustee will have no duty or obligation to take any action unless the directing Holders offer indemnification satisfactory to the Indenture Trustee. See *"The Agreements — Indenture Events of Default"*.

One or more Noteholders may purchase substantial portions of one or all Classes of Notes. If any Noteholder or group of Noteholders holds more than 50% of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) and disagrees with any proposed action, suit or proceeding requiring consent or direction of more than 50% of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges), that Noteholder or group of Noteholders may block the proposed action, suit or proceeding. In the event that Exchangeable Notes have been exchanged for MAC Notes, Holders of such MAC Notes will be entitled to exercise all the voting rights that are allocated to such exchanged Exchangeable Notes in the manner described under *"MAC Notes"*. In some circumstances, the Holders of a specified percentage of voting rights will be entitled to direct, consent to or approve certain actions. In these cases, this direction, consent or approval will be sufficient to bind all Holders of Notes, regardless of whether you agree with such direction, consent or approval.

The Noteholders Have Limited Control over Amendments, Modifications and Waivers to the Indenture, Account Control Agreement, Credit Protection Agreement, Investment Management Agreement and Trust Agreement

Certain amendments, modifications or waivers to the Indenture, Account Control Agreement, Credit Protection Agreement, Investment Management Agreement, Administration Agreement and Trust Agreement (either directly or indirectly through direction to the Indenture Trustee) may require the consent of Holders representing only a certain percentage interest of the Notes and certain amendments, modifications or waivers to such agreements may not require the consent of any Noteholders. As a result, certain amendments, modifications or waivers to the Indenture, Account Control Agreement, Credit Protection Agreement, Investment Management Agreement, Administration Agreement and Trust Agreement may be effected without your consent. See "*The Agreements — The Indenture — Amendments*".

Legality of Investment

Each prospective investor in the Notes is responsible for determining for itself whether it has the legal power, authority and right to purchase such Notes. None of the Transaction Parties expresses any view as to any prospective investor's legal power, authority or right to purchase the Notes. Prospective investors are urged to consult their own legal, tax and accounting advisors as to such matters. See *"Legal Investment"* for additional information.

Rights of Note Owners May Be Limited by Book-Entry System

The Notes will be issued as Book-Entry Notes and will be held through the book-entry system of DTC, and, as applicable, Euroclear and Clearstream. Transactions in the Book-Entry Notes generally can be effected only through DTC and participants (including Euroclear and Clearstream or their respective nominees or depositaries). As a result:

- investors' ability to pledge the Notes to entities that do not participate in the DTC, Euroclear or Clearstream system, or to otherwise act with respect to the Notes, may be limited due to the lack of a physical certificate for such Notes,

- under a book-entry format, an investor may experience delays in the receipt of payments, because payments will be made by the Indenture Trustee to DTC, Euroclear or Clearstream and not directly to an investor,
- investors' access to information regarding the Notes may be limited because transmittal of notices and other communications by DTC to its participating organizations and directly or indirectly through those participating organizations to investors will be governed by arrangements among them, subject to applicable law, and
- you may experience delays in your receipt of payments on book-entry Notes in the event of misapplication of payments by DTC, DTC participants or indirect DTC participants or bankruptcy or insolvency of those entities, and your recourse will be limited to your remedies against those entities.

For a more detailed discussion of the Book-Entry Notes, see *"Description of The Notes — Form, Registration and Transfer of the Notes*".

Tax Characterization of the Notes

On the Closing Date, the Trust will receive an opinion from Shearman & Sterling LLP that, although the tax characterization is not free from doubt, Original Notes, including Notes sold by virtue of a sale of related MAC Notes, will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. The Trust, Freddie Mac and each Beneficial Owner of a Note, by acceptance of such Note, will agree to treat such Note in the manner described above unless a change in law or administrative practice requires a Note to be treated in some other manner. See "*Certain United States Federal Tax Consequences — Treatment of the Notes*." The MAC Notes will represent interests in the Exchangeable Notes for U.S. federal income tax purposes.

Shearman & Sterling LLP's opinion will be based on certain representations and covenants of ours and will assume compliance with the Indenture and other relevant transaction documents. You should be aware that there is no relevant authority that directly addresses the U.S. federal income tax treatment of the Notes, and the Trust has received no ruling from the IRS in connection with the issuance of the Notes. Accordingly, the U.S. federal income tax characterization of the Notes is not certain. The characterization of the Notes may affect the amount, timing and character of income, deduction, gain or loss recognized by a U.S. Beneficial Owner in respect of a Note and the U.S. withholding tax consequences to a Non-U.S. Beneficial Owner of a Note. As noted, the Trust and Freddie Mac intend to take the position that the Original Notes will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. By purchasing Notes, Beneficial Owners will agree to treat their Notes in the manner described above. This characterization is not binding on the IRS and the IRS may treat the Notes in some other manner. For example, the IRS may treat the Notes as a derivative such as an NPC or an equity interest. In light of the uncertainty as to the characterization of the Notes, you should consult your own tax advisors as to the possible alternative characterizations of the Notes for U.S. federal income tax purposes and the U.S. federal income and withholding tax consequences of such alternative characterizations. See *"Certain United States Federal Tax Consequences"* for additional information.

Changes to the U.S. Federal Income Tax Laws Could Have an Adverse Impact on the Notes

Numerous changes to the U.S. federal income tax laws were made in the Tax Cuts and Jobs Act. The Tax Cuts and Jobs Act includes a reduction of the home mortgage interest tax deduction and a limitation on the deductions for state and local taxes, which could reduce home affordability and adversely affect home prices nationally or in local markets. In addition, such limitations on deductions could increase taxes payable by certain mortgagors, thereby reducing their available cash and adversely impacting their ability to make payments on the Reference Obligations, which in turn, could cause a loss on the Notes.

We cannot predict the long term impact of the Tax Cuts and Jobs Act. Prospective investors are urged to consult their tax advisors regarding the effect of the changes to the U.S. federal tax laws prior to purchasing the Notes.

ERISA Considerations

The Notes may not be acquired or held by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. See *"Certain ERISA Considerations"*.

Downgrades or Defaults of Government Debt or of U.S. Government-Sponsored Enterprises May Adversely Affect the Market Value of the Notes

Any downgrades or defaults of government debt or of U.S. government-sponsored enterprises may adversely affect the market value of the Notes. On August 5, 2011, S&P lowered the long-term sovereign credit rating of U.S. government debt obligations from AAA to AA+ and on August 8, 2011, S&P downgraded the long-term credit ratings of U.S. government sponsored enterprises. These actions initially had an adverse effect on financial markets and although we are unable to predict the longer-term impact on such markets and the participants therein, it might be materially adverse to the value of the Notes. In addition, downgrades or defaults of sovereign debt of other countries may also have an impact on global financial markets and on the market value of the Notes.

The Interests of the Transaction Parties and Others May Conflict With and be Adverse to the Interests of the Noteholders

The Relationships Among Freddie Mac, Sellers, Servicers, the Indenture Trustee, the Owner Trustee, the Investment Manager, the Custodian and Initial Purchasers are Multifaceted and Complex

We have various multifaceted and complex relationships with our sellers, servicers and the Initial Purchasers. This complexity increased as a result of the economic conditions experienced in 2007 and the periods that followed and as a result of disputes regarding various matters, including responsibility for deteriorations in the value of mortgage loans and mortgage securities. We purchase a significant portion of our mortgage loans from several large lenders. These lenders are among the largest mortgage loan originators in the U.S. During 2018, Wells Fargo Bank, N.A. accounted for 12% of our single-family mortgage purchase volume. In addition, many of our sellers or their affiliates have acted, and we expect will continue to act, as servicers and dealers. Further, we have many other relationships with these parties or their affiliates, including as counterparties to debt funding and derivative transactions. As discussed in more detail below, these various relationships can create circumstances, including disputes, that result in interests and incentives that are or may be inconsistent with or adverse to the interests of holders of mortgage securities, including the Notes.

Our Actions with Respect to REO Dispositions, Note Sales, Third-Party Sales, Short Sales and Disposition Timelines May Increase the Risk of Loss on the Notes

We have considerable discretion, influence and authority with respect to the ultimate disposition of mortgage loans. In the exercise of this discretion, we have the ability to accept or reject prices and bids on REOs, note sales, third-party sales and short sales. In the event we reject an offer, such rejection could delay the ultimate disposition of a mortgaged property. Any periods between an offer that is rejected and the ultimate disposition of the mortgaged property may result in additional expenses (including but not limited to delinquent accrued interest, legal fees, real estate taxes and maintenance and preservation expenses), being incurred that ultimately increase the actual loss realized on a mortgaged property. Subsequent offers that we ultimately accept could be less than previous offers presented to us. Any such additional expenses or reduced offers will reduce the Net Liquidation Proceeds and result in greater Tranche Write-down Amounts being allocated to the Reference Tranches (and the corresponding Classes of Notes). Moreover, delays in the ultimate disposition of a mortgaged property beyond the CPA Scheduled Termination Date will prevent losses being allocated to the Notes. Accordingly, our ability to expedite the ultimate disposition of any mortgaged property before the CPA Scheduled Termination Date ultimately will result in losses allocated to the Notes.

Our Interests May Not be Aligned With the Interests of the Noteholders

In conducting our business, including the acquisition, financing, securitization and servicing of mortgage loans, we maintain on-going relationships with our sellers and servicers. As a result, while we may have contractual rights to enforce obligations that our sellers and servicers may have, we may elect not to do so or we

may elect to do so in a way that serves our own interests (including, but not limited to, working with our regulators toward housing policy objectives, maintaining strong on-going relationships with our sellers and servicers and maximizing interests of the taxpayers) without taking into account the interests of the Noteholders. In 2011, FHFA, as Conservator for Freddie Mac and Fannie Mae, filed lawsuits against various financial institutions and related defendants seeking to recover losses and damages allegedly sustained by Freddie Mac and Fannie Mae as a result of their investments in certain mortgage securities issued or sold by these financial institutions or their affiliates. These institutions include some of our largest sellers, servicers and dealers, including certain of the sellers of mortgage loans included in the Reference Pool and the Initial Purchasers for this offering of Notes. In these actions, FHFA claimed that the sellers, and various affiliates, made misrepresentations regarding mortgage loans that backed the residential mortgage-backed securities purchased by Freddie Mac and Fannie Mae. These actions include claims under various state and federal statutes and with respect to some of these actions, claims under state common law theories such as fraud, fraudulent inducement, fraudulent concealment, negligent misrepresentation, and aiding and abetting fraud. The claims are predicated upon various factual allegations, including that the offering materials for the mortgage securities issued in connection with the securitizations falsely represented, among other things: (1) various characteristics of the mortgage loans (including LTV ratio and debt-to-income ratio and home occupancy status); and (2) that the mortgage loans were originated in accordance with certain underwriting guidelines. In connection with these lawsuits, our Conservator has taken the position that mortgage loan originators, including originators of mortgage loans in the Reference Pool, abandoned their own underwriting standards and issued loans without regard to mortgagors' ability to repay them. In addition, we have directed trustees to file lawsuits against certain sellers of mortgage loans alleging breach of contract with respect to certain residential mortgage-backed securities purchased by us between 2006 and 2008. We cannot assure you that the existence of any prior, current or future disputes or litigation will not affect the manner in which we act in the future.

Our interests, as owner of the Reference Obligations, as guarantor of any PCs backed by Reference Obligations, as the party directing our quality control process for reviewing mortgage loans or as master servicer, may be adverse to the interests of the Noteholders. The effect of linking the Notes to the Reference Pool and the corresponding Classes of Reference Tranches established pursuant to the hypothetical structure is that we will transfer certain credit risk that we bear with respect to the Reference Pool to the extent that the Notes are subject to principal write-downs and interest amount reductions as described in this Memorandum. We, in any of our capacities with respect to the Notes or the Reference Obligations, are not obligated to consider the interests of the Noteholders in taking or refraining from taking any action. Such action may include revising provisions of the Guide to provide for alternative modification programs or to provide less or more stringent servicing requirements through TOBs. See *"— Risks Relating to the Notes Being Linked to the Reference Pool — Servicers May Not Follow the Requirements of Our Guide or TOBs, and Servicing Standards May Change Periodically"* above. In implementing new provisions in the Guide, we do not differentiate between Reference Obligations and mortgage loans that are not in the Reference Pool. In addition, in connection with our role as Sponsor, we will be acting solely for our own benefit and not as agent or fiduciary on behalf of investors. Also, there is no independent third party engaged with respect to the Notes to monitor and supervise our activities as Sponsor.

Potential Conflicts of Interest of the Initial Purchasers and their Affiliates

The activities of the Initial Purchasers and their respective affiliates may result in certain conflicts of interest. The Initial Purchasers and their affiliates may retain, or own in the future, Classes of Notes, and any voting rights of those Classes could be exercised by them in a manner that could adversely affect the Notes. The Initial Purchasers and their affiliates may invest or take long or short positions in securities or instruments, including the Notes, that may be different from your position as an investor in the Notes. If that were to occur, such Initial Purchaser's or its affiliate's interests may not be aligned with your interests in Notes you acquire.

The Initial Purchasers and their respective affiliates include broker-dealers whose business includes executing securities and derivative transactions on their own behalf as principals and on behalf of clients. Accordingly, the Initial Purchasers and their respective affiliates and clients acting through them from time to time buy, sell or hold securities or other instruments, which may include one or more Classes of the Notes, and do so without consideration of the fact that the Initial Purchasers acted as Initial Purchasers for the Notes. Such transactions may result in the Initial Purchasers and their respective affiliates and/or their clients having long or

short positions in such instruments. Any such short positions will increase in value if the related securities or other instruments decrease in value. Further, the Initial Purchasers and their respective affiliates may (on their own behalf as principals or for their clients) enter into credit derivative or other derivative transactions with other parties pursuant to which they sell or buy credit protection with respect to one or more of the Notes. The positions of the Initial Purchasers and their respective affiliates or their clients in such derivative transactions may increase in value if the Notes suffer losses or decrease in value. In conducting such activities, none of the Initial Purchasers or their respective affiliates will have any obligation to take into account the interests of the Holders of the Notes or any possible effect that such activities could have on them. The Initial Purchasers and their respective affiliates and clients acting through them may execute such transactions, modify or terminate such derivative positions and otherwise act with respect to such transactions, and may exercise or enforce, or refrain from exercising or enforcing, any or all of their rights and powers in connection therewith, without regard to whether any such action might have an adverse effect on the Notes or the Holders of the Notes. Additionally, none of the Initial Purchasers and their respective affiliates will have any obligation to disclose any of these securities or derivatives transactions to you in your capacity as a Holder of a Note.

To the extent the Initial Purchasers or one of their respective affiliates makes a market in the Notes (which they are under no obligation to do), they would expect to receive income from the spreads between their bid and offer prices for the Notes. In connection with any such activity, they will have no obligation to take, refrain from taking or cease taking any action with respect to these transactions and activities based on the potential effect on an investor in the Notes. The prices at which the Initial Purchasers or one of their respective affiliates may be willing to purchase the Notes, if they make a market for the Notes, will depend on market conditions and other relevant factors and may be significantly lower than the issue prices for the Notes and significantly lower than the prices at which they may be willing to sell the Notes.

Furthermore, the Initial Purchasers expect that a completed offering will enhance their ability to assist clients and counterparties in transactions related to the Notes and in similar transactions (including assisting clients in additional purchases and sales of the Notes and hedging transactions). The Initial Purchasers expect to derive fees and other revenues from these transactions. In addition, participating in a successful offering and providing related services to clients may enhance the Initial Purchasers' relationships with various parties, facilitate additional business development and enable them to obtain additional business and to generate additional revenue.

The Initial Purchasers and their affiliates will not have any obligation to monitor the performance of the Notes or the actions of us, the sellers or servicers, the Indenture Trustee, the Exchange Administrator or any other Transaction Party and will not have the authority to advise any such party or to direct their actions.

Furthermore, as set forth in the table below, two of the Initial Purchasers are affiliated with the specified sellers and servicers of Reference Obligations and the aggregate UPB of the Reference Obligations related to each such seller and servicer (as of the Cut-off Date) exceeded 1% of the Cut-off Date Balance of the Reference Pool. Investors should be aware that other Initial Purchasers may be affiliated with sellers and/or servicers of Reference Obligations, but the aggregate UPB (as of the Cut-off Date) of the Reference Obligations related to any such seller and/or servicer did not exceed 1% of the Cut-off Date Balance of the Reference Pool.

Initial Purchaser	Affiliated Seller	% of Reference Obligations (by Cut-off Date Balance)
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	16.68%
Merrill Lynch, Pierce, Fenner & Smith Incorporated	Bank of America, N.A.	2.07%

Initial Purchaser	Affiliated Servicer	% of Reference Obligations (by Cut-off Date Balance)
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	16.77%
Merrill Lynch, Pierce, Fenner & Smith Incorporated	Bank of America, N.A.	2.07%

In such capacities as affiliated sellers and servicers, the interests of the above-referenced sellers and servicers with respect to the Reference Obligations may be adverse to the interests of the Noteholders. In their roles as sellers and servicers, the above-referenced sellers and servicers are not obligated to consider the interests of the Noteholders in taking or refraining from taking any action. It is expected that Wells Fargo Bank, N.A. and Bank of America, N.A. will each continue to act as a seller and servicer for mortgage loans that are not included in the Reference Pool.

Potential Conflicts of Interest of the Indenture Trustee, the Custodian and the Exchange Administrator

U.S. Bank serves as the Indenture Trustee, the Custodian and the Exchange Administrator and is an originator and/or seller with respect to approximately 3.86% of the Reference Obligations by Cut-off Date Balance, and is a servicer with respect to approximately 4.14% of the Reference Obligations by Cut-off Date Balance. In its roles as originator, seller and/or servicer, U.S. Bank's interests with respect to the Reference Obligations may be adverse to the interests of the Noteholders and U.S. Bank is not obligated to consider the interests of the Noteholders in taking or refraining from taking any action in its role as originator, seller and/or servicer. It is expected that U.S. Bank will continue to act as an originator, seller and/or servicer for mortgage loans that are not included in the Reference Pool.

Potential Conflicts of Interest of the Investment Manager

U.S. Bancorp Asset Management, Inc., an affiliate of U.S. Bank, serves as the Investment Manager. U.S. Bank is an originator and/or seller with respect to approximately 3.86% of the Reference Obligations by Cut-off Date Balance, and is a servicer with respect to approximately 4.14% of the Reference Obligations by Cut-off Date Balance. In its roles as originator, seller and/or servicer, U.S. Bank's interests with respect to the Reference Obligations may be adverse to the interests of the Noteholders and U.S. Bank is not obligated to consider the interests of the Noteholders in taking or refraining from taking any action in its role as originator, seller and/or servicer. It is expected that U.S. Bank will continue to act as an originator, seller and/or servicer for mortgage loans that are not included in the Reference Pool.

Potential Conflicts of Interest of the Owner Trustee

Wilmington Trust, a wholly-owned subsidiary of M&T Bank, serves as the Owner Trustee. M&T Bank is an originator and/or seller with respect to approximately 0.03% of the Reference Obligations by Cut-off Date Balance. In its roles as originator and/or seller, M&T Bank's interests with respect to the Reference Obligations may be adverse to the interests of the Noteholders and M&T Bank is not obligated to consider the interests of the Noteholders in taking or refraining from taking any action in its role as originator, seller and/or servicer. It is expected that M&T Bank will continue to act as an originator and/or seller for mortgage loans that are not included in the Reference Pool.

Potential Conflicts of Interest Between the Classes of Notes

There may be conflicts of interest between the Classes of Notes due to differing payment priorities and terms. You should consider that certain decisions may not be in the best interests of each Class of Notes and that any conflict of interest among the Noteholders may not be resolved in your favor. For example, Noteholders may exercise their voting rights so as to maximize their own interests, resulting in certain actions and decisions that may not be in the best interests of different Noteholders.

Lack of Liquidity

The Notes are being offered in a private placement to institutional investors that are QIBs in reliance on Rule 144A of the Securities Act and will not be registered under the Securities Act or the securities laws of any state. Accordingly, no transfer of a Note may be made unless such transfer is to another QIB and is itself exempt from the registration requirements of the Securities Act and any applicable state securities laws. The transferor will provide to any holder of a Note and any prospective transferees designated by any such holder, information regarding the related Notes and the Reference Obligations and such other information as is necessary to satisfy the condition to eligibility set forth in Rule 144A(d)(4) for transfer of any such Note without registration thereof under the Securities Act pursuant to the registration exemption provided by Rule 144A. The holder of any Note asserts and agrees, by its acceptance of such Note, that it is a QIB and it will indemnify the Indenture Trustee and us against any liability that may result if any such transfer is not exempt or is not made in accordance with federal and state laws.

The Notes may not be acquired or held by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. See *"Certain ERISA Considerations"* in this Memorandum.

Transfers of a Note will not be registered unless the transfer complies with the applicable restrictions stated above. As a result, a secondary trading market for the Notes may not develop and you must be prepared to bear the risk of your investment in the Notes until the maturity thereof.

Combination or "Layering" of Multiple Risk Factors May Significantly Increase the Risk of Loss on Your Notes

Although the various risks discussed in this Memorandum are generally described separately, you should consider the potential effects on the Notes of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss on your Notes may be significantly increased. In considering the potential effects of layered risks, you should carefully review the descriptions of the Reference Obligations and the Notes. See *"The Reference Obligations"* and "*Description of the Notes*".

THE TRUST

The Trust is a statutory trust created under the laws of the State of Delaware pursuant to the Trust Agreement. The purpose of the Trust is to engage in the following activities:

(a) to enter into and perform its obligations under the Credit Protection Agreement;

(b) to enter into and perform its obligations under the Indenture;

(c) to enter into and perform its obligations under the Investment Management Agreement;

(d) to enter into and perform its obligations under the Administration Agreement;

(e) to enter into and perform its obligations under the Account Control Agreement;

(f) to enter into and perform its obligations under the Note Purchase Agreement;

(g) to issue the Notes pursuant to the Indenture and the owner certificate pursuant to the Trust Agreement;

(h) to enter into and perform its obligations under the other Basic Documents;

(i) to invest the proceeds of the sale of the Notes in Eligible Investments and to invest the proceeds realized upon the maturity or redemption or other prepayment of Eligible Investments in additional Eligible Investments, from time to time, as contemplated in the Trust Agreement; and

(j) to engage in such other activities, including entering into and performing its obligations under any other agreements that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith.

The only assets of the Trust will be all right, title and interest of the Trust in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Basic Documents, (b) the Distribution Account and any amounts from time to time on deposit therein, (c) the Custodian Account and any amounts from time to time on deposit therein, (d) all Eligible Investments and all income realized from the investment thereof, (e) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (f) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust.

On the Closing Date, pursuant to the Indenture, the Notes will be issued and the proceeds from such issuance will be deposited into the Custodian Account. In addition, no amendment may be made to the Trust Agreement unless the Owner Trustee has received an opinion of nationally recognized U.S. federal income tax counsel to the effect that, and subject to customary assumptions, qualifications and exclusions, (1) such opinion reaffirms each of the tax opinions delivered on the Closing Date and (2) such amendment will not result in Holders recognizing income, gain or loss for U.S. federal income tax purposes.

The Trust will dissolve and be wound up upon the payment of the Notes in accordance with the terms of the Trust Agreement and the payment or discharge of all other amounts owed by the Trust under the Basic Documents.

DESCRIPTION OF THE NOTES

General

On the Closing Date, the Trust will issue the Class B-2A and Class B-2B Notes. The Class B-2A and Class B-2B Notes will be modifiable and combinable with certain of the MAC Notes, and vice versa, as described in Table 2. On the Closing Date, the Class B-2A and Class B-2B Notes will be deemed to have been exchanged, in whole or in part, as applicable, for the Class B-2 Notes.

The Original Notes will be issued pursuant to the Indenture. Under the Indenture, the Indenture Trustee will act as the Exchange Administrator for the Exchangeable Notes and MAC Notes, paying agent, Note Registrar and authenticating agent of the Notes. The Custodian will act as the custodian of the Custodian Account. See "*The Agreements*".

The Notes will be obligations (or interests in such obligations) of the Trust. Payments of principal and interest on the Notes will be subject to the performance of the Reference Obligations. The proceeds from the issuance of the Notes will comprise a part of the Trust Assets and will be used to pay the obligations of the Trust, including the obligation of the Trust to pay the Credit Protection Payments from time to time, if any, to us, prior to being used to pay principal and interest on the Notes. The transaction is structured to furnish credit protection to us, with respect to Reference Obligations which experience losses relating to Credit Events and Modification Events. The Class Principal Balances of the Notes may be written down, as applicable, as a result of Credit Events and Modification Events on the Reference Obligations and the actual losses we experience with respect thereto. In addition, the Interest Accrual Amounts payable to the Notes will be subject to reduction to the extent that the Reference Obligations experience losses as a result of Modification Events. See *"— Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Tranche Write-down Amounts"* and *"— Allocation of Modification Loss Amount"* below.

The principal balance of the Notes will amortize based on the collections of principal payments on the Reference Obligations. The Mezzanine Reference Tranche and the Junior Reference Tranches will not be allocated any share of Stated Principal for the applicable Payment Date unless each of the Minimum Credit Enhancement Test, the Cumulative Net Loss Test and the Delinquency Test are satisfied for the related Payment Date, as described under *"— Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount"* below. Unlike securities in a senior/subordinate private label residential mortgage-backed securitization, the principal payments required to be paid on the Original Notes will be based in part on principal payments that are collected by us on the Reference Obligations, rather than on scheduled payments due on the Reference Obligations, as described under *"— Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount"* below. In other words, to the extent that a delinquent mortgagor misses a payment (or makes only a partial scheduled payment) on a Reference Obligation, the Trust will not make principal payments on the Original Notes based on the amount that was due on such Reference Obligation, but, rather, it will only make principal payments on the Original Notes based in part on the principal collected on such Reference Obligation. Additionally, the Notes will only receive Stated Principal upon the satisfaction of the Minimum Credit Enhancement Test, the Cumulative Net Loss Test and the Delinquency Test for the related Payment Date, as described under *"—Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount"* below. You should make your own determination as to the effect of these characteristics of the Notes.

For the avoidance of doubt, under no circumstances will the actual cash flow from the Reference Obligations be paid to or otherwise be made available to you. The Trust will make required payments to the Notes only from Trust Assets and only after payments required to be paid by the Trust to us under the Credit Protection Agreement have been made.

Form, Registration and Transfer of the Notes

Form of Notes

The Notes will be issued as Book-Entry Notes. Original Notes will be deposited with (i) the Indenture Trustee as a custodian for, and registered in the name of Cede & Co., as the nominee of, DTC, or (ii) the Indenture Trustee as a Common Depositary, and registered in the name of such Common Depositary or a nominee of such Common Depositary. In the case of an exchange of an Exchangeable Note and a MAC Note, the Exchange Administrator will direct the Indenture Trustee to facilitate such exchange with DTC. The Original Notes will be issued and maintained in minimum denominations of $10,000 and additional increments of $1 in excess thereof. The Notes are not intended to be and should not be directly or indirectly held or beneficially owned in amounts lower than such minimum denominations. A single Note of each Class may be issued in an amount different (but not less) than the minimum denomination described above.

Title

As used in the Indenture, the "Holder" of a Note is the person in whose name such Note is registered in the Note Register. Unless and until Definitive Notes are issued, it is anticipated that the only Holder will be Cede & Co., as nominee of DTC. Beneficial interests in a Note will be represented, and transfers thereof will be effected, only through book-entry accounts of financial institutions acting on behalf of the Beneficial Owners of such Note, as a direct or indirect participant in the applicable clearing system for such Note. Beneficial Owners will not be Holders as that term is used in the Indenture. Beneficial Owners are only permitted to exercise their rights indirectly through participants, indirect participants, Clearstream, Euroclear and DTC. The Indenture Trustee or another designated institution will act as the custodian of the Book-Entry Notes on DTC and as the common depositary for Book Entry Notes that clear and settle through Euroclear or Clearstream.

The Trust, the Indenture Trustee, the Exchange Administrator, the Note Registrar and any agent of any of them may treat the Holders as the absolute owners of Notes for the purpose of making payments and for all other purposes, whether or not such Notes are overdue and notwithstanding any notice to the contrary. Owners of beneficial interests in a Note will not be considered by the Indenture Trustee, the Exchange Administrator or the Note Registrar as the owner or Holder of such Note and, except as described in *"— Issuance of Definitive Notes"* below, will not be entitled to have such Notes registered in their names and will not receive or be entitled to receive Definitive Notes. Any Beneficial Owner will rely on the procedures of the applicable clearing system and, if such Beneficial Owner is not a participant therein, on the procedures of the participant through which such Beneficial Owner holds its interest, to exercise any rights of a Holder of such Notes.

Whenever notice or other communication to Holders is required under the Indenture, unless and until Definitive Notes are issued as described in *"— Issuance of Definitive Notes"* below, the Indenture Trustee will give all such notices and communications to DTC for distribution to the related Beneficial Owners in satisfaction of such requirement.

Registration of Transfer and Exchange of Notes

Under the Indenture, the Issuer will appoint the Indenture Trustee as the Note Registrar for the purpose of registering Notes and transfers and exchanges of Notes in the Note Register (other than exchanges of Exchangeable Notes for MAC Notes and vice versa, which will be administered by the Exchange Administrator). Subject to such reasonable rules and regulations as the Indenture Trustee may prescribe, the Note Register will be amended from time to time by the Indenture Trustee or its agent to reflect notice of any changes received by the Indenture Trustee or its agent. The Note Registrar may at any time resign by giving at least 30 days' advance written notice of resignation to the Sponsor and Indenture Trustee. The Indenture Trustee may at any time remove the Note Registrar by giving written notice of such removal to such Note Registrar. Upon receiving a notice of resignation or upon such a removal, the Indenture Trustee may appoint a bank or trust company to act as successor note registrar, will give written notice of such appointment to the Sponsor and will mail notice of such appointment to all Holders of Notes. Any successor note registrar upon acceptance of its appointment hereunder will become vested with all the rights, powers, duties and responsibilities of its predecessor hereunder, with like effect as if originally named as Note Registrar. The Note Registrar may appoint, by a written instrument delivered to the Holders and the Indenture Trustee, any bank or trust company to act as co-registrar under such

conditions as the Note Registrar may prescribe. Upon notification by the Exchange Administrator, the Indenture Trustee will indicate to DTC any exchanges of Exchangeable Notes for MAC Notes (and vice versa).

A Note Owner's ownership of a Book-Entry Note will be recorded on the records of the Financial Intermediary that maintains the Note Owner's account for such purpose. In turn, the Financial Intermediary's ownership of such Book-Entry Note will be recorded on the records of DTC (or of a participating firm that acts as agent for the Financial Intermediary, whose interest will in turn be recorded on the records of DTC, if the Note Owner's Financial Intermediary is not a participant but rather an indirect participant), and on the records of Clearstream or Euroclear, and their respective participants or indirect participants, as applicable.

Note Owners will receive all payments of principal and interest on the Book-Entry Notes from the Indenture Trustee through DTC (and Clearstream or Euroclear, as applicable) and participants. While the Book-Entry Notes are outstanding (except under the circumstances described below), under the Rules, DTC is required to make book-entry transfers among participants on whose behalf it acts with respect to the Book-Entry Notes and is required to receive and transmit payments of principal of, and interest on, the Book-Entry Notes. Participants and indirect participants with whom Note Owners have accounts with respect to Book-Entry Notes are similarly required to make book-entry transfers and receive and transmit such payments on behalf of their respective Note Owners. Accordingly, although Note Owners will not possess certificates representing their respective interests in the Book-Entry Notes, the Rules provide a mechanism by which a Note Owner will receive payments and will be able to transfer its interest. It is expected that payments by participants and indirect participants to Note Owners will be governed by such standing instructions and customary practices. However, payments of principal and interest in respect of such Book-Entry Notes will be the responsibility of the applicable participants and indirect participants and will not be the responsibility of DTC (or Clearstream or Euroclear, as applicable), the Trust or the Indenture Trustee once paid or transmitted by them.

As indicated above, Note Owners will not receive or be entitled to receive certificates representing their respective interests in the Book-Entry Notes, except under the limited circumstances described below. Unless and until Definitive Notes are issued, Note Owners who are not participants may transfer ownership of Book-Entry Notes only through participants and indirect participants by instructing such participants and indirect participants to transfer Book-Entry Notes, by book-entry transfer, through DTC (or Clearstream or Euroclear, as applicable), for the account of the purchasing Note Owner of such Book-Entry Notes, which account is maintained with their respective participants and indirect participants. Under the Rules, transfers of ownership of Book-Entry Notes will be executed through DTC and the accounts of the respective participants at DTC will be debited and credited. Similarly, the participants and indirect participants will make debits or credits, as the case may be, on their records on behalf of the selling and purchasing Note Owners.

The laws of some states require that certain persons take physical delivery of securities in definitive certificated form. Consequently, this may limit a Note Owner's ability to transfer its interests in a Book-Entry Note to such persons. Because DTC can only act on behalf of its participants, the ability of a Note Owner to pledge its interests in a Book-Entry Note to persons or entities that are not DTC participants, or otherwise take actions in respect of such interests, may be limited by the lack of a definitive certificate for such interest. In addition, issuance of the Book-Entry Notes in book-entry form may reduce the liquidity of such Notes in the secondary market because certain prospective investors may be unwilling to purchase Notes for which they cannot obtain a physical certificate.

Because of time zone differences, credits of securities received in Clearstream or Euroclear as a result of a transaction with a participant will be made during subsequent securities settlement processing and dated as of the next business day for Clearstream and Euroclear following the DTC settlement date. Such credits or any transactions in such securities settled during such processing will be reported to the relevant Euroclear or Clearstream participants on such business day. Cash received in Clearstream or Euroclear as a result of sales of securities by or through a Clearstream participant or Euroclear participant to a DTC participant will be received with value on the DTC settlement date but will be available in the relevant Clearstream or Euroclear cash account only as of the next business day for Clearstream and Euroclear following settlement in DTC.

Subject to compliance with the transfer restrictions applicable to the Book-Entry Notes set forth above, transfers between participants will occur in accordance with the Rules. Transfers between Clearstream

participants and Euroclear participants will occur in accordance with their respective rules and operating procedures.

DTC performs services for its participants, some of which (or their representatives) own DTC. In accordance with its normal procedures, DTC is expected to record the positions held by each DTC participant in the Book-Entry Notes, whether held for its own account or as a nominee for another person. In general, beneficial ownership of Book-Entry Notes will be subject to the Rules, as in effect from time to time. Note Owners will not receive written confirmation from DTC of their purchase, but each Note Owner is expected to receive written confirmations providing details of the transaction, as well as periodic statements of its holdings, from the DTC participant through which the Note Owner entered into the transaction.

Clearstream is registered as a bank in Luxembourg, and as such is subject to supervision by the Luxembourg Financial Sector Supervisory Commission, which supervises Luxembourg banks.

Clearstream holds securities for Clearstream participants and facilitates the clearance and settlement of securities transactions by electronic book-entry transfers between their accounts. Clearstream provides various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream also deals with domestic securities markets in several countries through established depositary and custodial relationships. Clearstream has established an electronic bridge with Euroclear Banks S.A./N.V. as the Euroclear Operator in Brussels to facilitate settlement of trades between systems.

Clearstream's customers are world-wide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Clearstream's United States customers are limited to securities brokers and dealers and banks. Currently, Clearstream offers settlement and custody services to more than two thousand five hundred (2,500) customers world-wide, covering three hundred thousand (300,000) domestic and internationally traded bonds and equities. Clearstream offers one of the most comprehensive international securities services available, settling more than two hundred fifty thousand (250,000) transactions daily. Indirect access to Clearstream is available to other institutions which clear through or maintain custodial relationship with an account holder of Clearstream.

Euroclear was created in 1968 to hold securities for Euroclear participants and to clear and settle transactions between Euroclear participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Transactions may be settled in a variety of currencies, including United States dollars. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several countries generally similar to the arrangements for cross-market transfers with DTC described above. Euroclear is operated by Euroclear Bank S.A./N.V. All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with Euroclear Operator. Euroclear plc establishes policy for Euroclear on behalf of Euroclear participants. Euroclear participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear participant, either directly or indirectly.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions. The Terms and Conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear participants, and has no record of or relationship with persons holding through Euroclear participants.

Payments on the Book-Entry Notes will be made on each Payment Date by the Indenture Trustee to Cede & Co., as nominee of DTC. DTC will be responsible for crediting the amount of such payments to the accounts of the applicable DTC participants in accordance with DTC's normal procedures. Each DTC participant will be responsible for disbursing such payments to the Note Owners of the Book-Entry Notes that it represents and to each Financial Intermediary for which it acts as agent. Each such Financial Intermediary will be responsible for disbursing funds to the Note Owners of the Book-Entry Notes that it represents.

Under a book-entry format, Note Owners may experience some delay in their receipt of payments, since such payments will be forwarded by the Indenture Trustee to Cede & Co. Payments with respect to Notes held through Clearstream or Euroclear will be credited to the cash accounts of Clearstream participants or Euroclear participants in accordance with the relevant system's rules and procedures, to the extent received by the Common Depositary. Such payments will be subject to tax reporting in accordance with relevant United States tax laws and regulations. See *"Certain United States Federal Tax Consequences — Information Reporting and Backup Withholding"*.

DTC has advised that unless and until Definitive Notes are issued or modified, DTC will take any action the Holders of the Book-Entry Notes are permitted to take under the Indenture only at the direction of one or more Financial Intermediaries to whose DTC accounts the Book-Entry Notes are credited, to the extent that such actions are taken on behalf of Financial Intermediaries whose holdings include such Book-Entry Notes. Clearstream or the Euroclear Operator, as the case may be, will take any other action permitted to be taken by a Noteholder under the Indenture on behalf of a Clearstream participant or Euroclear participant only in accordance with its relevant rules and procedures and subject to the ability of the Common Depositary to effect such actions on its behalf through DTC. DTC may take actions, at the direction of the related participants, with respect to some Book-Entry Notes which conflict with actions taken with respect to other Book-Entry Notes.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of Book-Entry Notes among DTC participants, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued or modified at any time.

None of us, the Indenture Trustee or the Exchange Administrator will have any responsibility for the performance by any system or their respective participants or indirect participants or Financial Intermediaries of their respective obligations under the rules and procedures governing their operations. In addition, none of us, the Indenture Trustee or the Exchange Administrator will have any responsibility for any aspect of the records relating to and payments made on account of beneficial ownership of the Book-Entry Notes held by Cede & Co., as nominee of DTC, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. In the event of the insolvency of DTC, a participant or an indirect participant of DTC in whose name Book-Entry Notes are registered, the ability of the Note Owners of such Book-Entry Notes to obtain timely payment and, if the limits of applicable insurance coverage by the Securities Investor Protection Corporation are exceeded or if such coverage is otherwise unavailable, ultimate payment, of amounts distributable with respect to such Book-Entry Notes may be impaired.

Successors to DTC. In the event that DTC is no longer willing or able to discharge properly its responsibilities as nominee and depositary with respect to the Notes and the Administrator, on behalf of the Indenture Trustee is unable to locate a qualified successor in accordance with the Indenture, the Notes will no longer be restricted to being registered in the Note Register in the name of Cede & Co. (or a successor nominee) as nominee of DTC. At that time, the Indenture Trustee may be directed to register the Notes in the name of and deposited with a successor depositary operating a global book-entry system, as may be acceptable to the Issuer, or such depositary's agent or designee but, if the Administrator does not select such alternative global book-entry system, then upon surrender to the Note Registrar of the Notes by DTC, accompanied by the registration instructions from DTC for registration, the Indenture Trustee will authenticate Definitive Notes in accordance *"— Issuance of Definitive Notes"* below. Neither the Issuer nor the Indenture Trustee will be liable for any delay in DTC's delivery of such instructions and may conclusively rely on, and will be protected in relying on, such instructions. Upon the issuance of Definitive Notes, the Indenture Trustee, the Note Registrar and the Issuer will recognize the holders of the Definitive Notes as Holders under the Indenture. Any portion of an interest in such a Book-Entry Note transferred or exchanged will be executed, authenticated and delivered only in the required minimum denomination as set forth herein. A Definitive Note delivered in exchange for an interest in such a Book-Entry Note will bear the applicable legend set forth in the applicable exhibits to the Indenture and will be subject to the transfer restrictions referred to in such applicable legends and any additional transfer restrictions as may from time to time be adopted by us and the Indenture Trustee.

Letter of Representations. So long as any Notes are registered in the name of Cede & Co., as nominee of DTC, all payments of principal and interest on such Notes and all notices with respect to such Notes will be made and given, respectively, in the manner provided in the Letter of Representations.

Surrender for Registration of Transfer. Subject to the preceding paragraphs, upon surrender for registration of transfer of any Note at the office of the Note Registrar and, upon satisfaction of the conditions set forth below, the Issuer will execute and the Indenture Trustee will authenticate and deliver, in the name of the designated transferee or transferees, a new Note of the same aggregate percentage interest and dated the date of authentication by the Indenture Trustee. The Note Registrar will maintain a record of any such transfer and deliver it to the Issuer upon request.

Clearance and Settlement Procedures. Notes distributed solely within the United Sates will clear and settle through the DTC System and Notes distributed solely outside of the United States will clear and settle through the systems operated by Euroclear, Clearstream and/or any other designated clearing system or, in certain cases, DTC. Neither the Indenture Trustee nor the Exchange Administrator will bear responsibility, in connection with the Notes, for the performance by any system or the performance of the system's respective direct or indirect participants or accountholders of the respective obligations of such participants or accountholders under the rules and procedures governing such system's operations.

Issuance of Definitive Notes. Beneficial interests in Notes issued in global form will be subject to exchange for Definitive Notes only if such exchange is permitted by applicable law and (i) in the case of a DTC Note, DTC advises the Indenture Trustee in writing that DTC is no longer willing, qualified or able to discharge properly its responsibilities as nominee and depositary with respect to the DTC Notes and the Administrator is unable to locate a successor; (ii) in the case of a particular DTC Note or Common Depositary Note, if all of the systems through which it is cleared or settled are closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or are permanently closed for business or have announced an intention to permanently cease business and in any such situations the Sponsor is unable to locate a single successor within 90 days of such closure; or (iii) after the occurrence of an Indenture Event of Default, Holders of a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) evidenced by the DTC Notes and Common Depositary Notes advise the Indenture Trustee and DTC through the Financial Intermediaries and the DTC participants in writing that the continuation of a book-entry system through DTC (or successor thereto) is no longer in the best interests of such Holders. In such circumstances, the Indenture Trustee will cause sufficient Definitive Notes to be executed, authenticated and delivered to the relevant registered holders of such Definitive Notes. A person having an interest in a DTC Note or Common Depositary Note issued in global form will provide the Indenture Trustee with a written order containing instructions and such other information as the Indenture Trustee may require to complete, execute and deliver such Definitive Notes in authorized denominations. In the event that definitive Notes are issued in exchange for Notes issued in global form, such Definitive Notes will have terms identical to the Notes for which they were exchanged except as described in the Indenture.

Transfer and Exchange of Definitive Notes

Definitive Notes may be presented for registration of transfer or exchange (with the form of transfer included thereon properly endorsed, or accompanied by a written instrument of transfer, with such evidence of due authorization and guaranty of signature as may be required by the Indenture Trustee, duly executed) at the office of the Note Registrar or any other transfer agent upon payment of any taxes and other governmental charges and other amounts, but without payment of any service charge to the Note Registrar or such transfer agent for such transfer or exchange. A transfer or exchange will not be effective unless, and until, recorded in the Note Register.

A transfer or exchange of a Definitive Note will be effected upon satisfying the Indenture Trustee with regard to the documents and identity of the person making the request and subject to such reasonable regulations as we may from time to time agree with the Indenture Trustee. Such documents may include forms prescribed by U.S. tax authorities to establish the applicability of, or the exemption from, withholding or other taxes regarding the transferee Holder. Definitive Notes may be transferred or exchanged in whole or in part only in the authorized denominations of the DTC Notes or Common Depositary Notes issued in global form for which they were exchanged. In the case of a transfer of a Definitive Note in part, a new Note in respect of the balance not transferred will be issued to the transferor. In addition, replacement of mutilated, destroyed, stolen or lost Definitive Notes also is subject to the conditions discussed above with respect to transfers and exchanges generally. Each new Definitive Note to be issued upon transfer of such a Definitive Note, as well as the

Definitive Note issued in respect of the balance not transferred, will be mailed to such address as may be specified in the form or instrument of transfer at the risk of the Holder entitled thereto in accordance with the customary procedures of the Indenture Trustee.

The Indenture Trustee will replace any Definitive Note that becomes mutilated, destroyed, stolen or lost will be replaced at the expense of the Holder upon delivery to the Indenture Trustee of evidence of the destruction, theft or loss thereof, and an indemnity satisfactory to the Indenture Trustee. Upon the issuance of any substituted Definitive Note, the Indenture Trustee may require the payment by the Holder of a sum sufficient to cover any taxes and expenses connected therewith.

No transfer, sale, pledge or other disposition of any Note will be made unless such disposition is exempt from the registration requirements of the Securities Act, and any applicable state securities laws or is made in accordance with the Securities Act and laws. The Holder of a Note desiring to transfer a Note will indemnify the Indenture Trustee against any liability that may result if the transfer is not so exempt or is not made in accordance with such federal and state laws. The Sponsor will provide to any Holder of a Note and any prospective transferees designated by any such Holder, information regarding the related Notes and the Reference Pool and such other information as is necessary to satisfy the condition to eligibility set forth in Rule 144A(d)(4) for transfer of any such Note without registration thereof under the Securities Act pursuant to the registration exemption provided by Rule 144A. Any transferee of a Note will be deemed to represent that it is a qualified institutional buyer. By acceptance of a Note, whether upon original issuance or subsequent transfer, each Holder of such a Note acknowledges the restrictions on the transfer of such Note set forth thereon and agrees that it will transfer such a Note only as provided herein. See "*Risk Factors — Investment Factors and Risks Related to the Notes — The Transfer Restrictions on the Notes May Limit Investors' Ability to Sell the Notes", "Risk Factors — Lack of Liquidity", "Certain United States Federal Tax Consequences"* and *"Certain ERISA Considerations"*

Payment Procedures; Withholding Requirements

General Payment Procedures. All payments with respect to the Notes will be made in U.S. dollars and will be subject to any applicable law or regulation. If a payment outside the United States is illegal or effectively precluded by exchange controls or similar restrictions, payments in respect of the related Definitive Notes may be made at the office of the Indenture Trustee in the United States. Any payment made on a Class of Notes on any Payment Date will be made to the Holders of record of such Class of Notes as of the related Record Date. All determinations of interest will be made by the Indenture Trustee and such determinations will, in the absence of manifest error, be conclusive for all purposes and binding on the Holders of the Notes. All percentages resulting from any calculation on the Notes will be rounded to the nearest one hundred-thousandth of a percentage point, five millionths of a percentage point rounded upward, and all dollar amounts used in or resulting from that calculation on the Note will be rounded to the nearest cent (with one-half cent being rounded upward).

The Indenture Trustee will provide all calculations required and as set forth in the Indenture. The determination by the Indenture Trustee of the interest rate on the Notes and the determination of any payment on any Note (or any interim calculation in the determination of any such interest rate, index or payment) will, absent manifest error, be final and binding on all parties. If a principal or interest payment error occurs, the Indenture Trustee may correct it by adjusting payments to be made on later Payment Dates or in any other manner the Indenture Trustee considers appropriate. If the source of One-Month LIBOR changes in format, but the Administrator determines that the source continues to disclose the information necessary to determine the related Class Coupon substantially as required, the Administrator will direct the Indenture Trustee to amend the procedure for obtaining information from that source to reflect the changed format. All One-Month LIBOR values used to determine interest payments are subject to correction within 30 days from the applicable payment. The source of a corrected value must be the same source from which the original value was obtained. A correction might result in an adjustment on a later date to the amount paid to the Holder.

Payments on Book-Entry Notes. Payments in respect of Book-Entry Notes will be made in immediately available funds to DTC, Euroclear, Clearstream or any other applicable clearing system, or their respective nominees, as the case may be, as the Holders thereof. All payments to or upon the order of the Holder of a Note will be valid and effective to discharge the liability of the Trust in respect of an Original Note or a MAC Note

representing an interest in Exchangeable Notes. Ownership positions within each system referenced herein will be determined in accordance with the normal conventions observed by such system. The Indenture Trustee, the Exchange Administrator and the Note Registrar will not have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a Book-Entry Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Ownership of any Notes will be as indicated in the Note Register maintained by the Note Registrar.

Payments on Definitive Notes. Payments of principal and interest on a Definitive Note will be made by wire transfer of immediately available funds with a bank designated by the applicable Holder that is acceptable to the Indenture Trustee; and such transfer is permitted by any applicable law or regulation and will not subject the Indenture Trustee to any liability, requirement or unacceptable charge. In order for a Holder of Definitive Notes to receive payments, the Indenture Trustee must receive at their offices from such Holder (i) in the case of payments on a Payment Date, a written request not later than the close of business on the related Record Date and (ii) in the case of the final principal payment on the Maturity Date, the related Definitive Note not later than two Business Days prior to such Payment Date. Such written request and Definitive Note, if applicable, must be delivered to the Indenture Trustee, by mail, by hand delivery or by any other method acceptable to the Indenture Trustee. Any such request will remain in effect until the Indenture Trustee receives written notice to the contrary.

Withholding Requirements. In the event that any jurisdiction imposes any withholding or other tax on any payment made by the Indenture Trustee (or its agent, the Exchange Administrator, or any other person potentially required to withhold) with respect to a Note, the Indenture Trustee (or its agent, the Exchange Administrator, or such other person) will deduct the amount required to be withheld from such payment, and the Indenture Trustee (or its agent, the Exchange Administrator, or such other person) will not be required to pay additional interest or other amounts, or redeem or repay the Notes prior to the Scheduled Maturity Date, as a result. See *"Certain United States Federal Tax Consequences"*.

Priority of Payments

On each Payment Date, the Indenture Trustee will apply the funds on deposit in the Distribution Account first, to the payment of the Credit Protection Payment due and payable by the Trust, if any, to us under the Credit Protection Agreement and second, to the payment of interest and principal on the Notes as described under *"— Interest"* and *"— Principal"* below. See *"The Agreements — The Indenture — Payment Date Statement"* for more information.

Scheduled Maturity Date and Early Redemption Date

The Scheduled Maturity Date for the Notes will be the Payment Date in January 2048. With respect to the Scheduled Maturity Date or the Early Redemption Date, the Indenture Trustee will (a) notify the Investment Manager and the Investment Manager will arrange for the liquidation of the Eligible Investments in the Custodian Account and the Custodian will deposit the proceeds thereof in the Custodian Account, (b) instruct the Custodian to deposit all funds held in the Custodian Account due and payable into the Distribution Account and (c) demand payment from the Protected Party of any amounts due under the Credit Protection Agreement.

The Notes will be subject to redemption prior to the Scheduled Maturity Date concurrent with the occurrence of a CPA Early Termination Date. See *"The Agreements — The Credit Protection Agreement — CPA Scheduled Termination Date and CPA Early Termination Date"*. The Protected Party will give notice to the Issuer and the Indenture Trustee of its election to exercise its right to designate a CPA Early Termination Date, if applicable, as a result of a CPA Early Termination Event. The Indenture Trustee will give notice to the Protected Party of the election to exercise its right to designate a CPA Early Termination Date, if applicable, as a result of a CPA Early Termination Event. The Indenture Trustee will give notice of an Early Redemption Date with respect to any Class of Notes to the Custodian, Investment Manager, DTC and each Clearance System for communication by them to entitled Holders not less than five days prior to such Early Redemption Date. The Indenture Trustee will also give notice of an Early Redemption Date with respect to any Class of Definitive Notes, by first class mail, postage prepaid, mailed not less than five days nor more than 30 days prior to such Early Redemption Date to each Holder of Notes to be redeemed, at such Holder's address in the Note Register, with a copy (mailed at the same time as notice is mailed to the Holders) to each Rating Agency. Notice of

termination will be given by the Indenture Trustee at the direction of, in the name of, and at the expense of the Issuer, which Expense will be paid by us under the Administration Agreement. Failure to give notice of termination, or any defect therein, to any Holder of any Note selected for redemption will not impair or affect the validity of the redemption of any other Notes.

Notice of termination having been given as provided above, the Notes will, on the Early Redemption Date, become due and payable, and from and after the Early Redemption Date (unless an Event of Default with respect to the payment of the Notes and accrued interest) such Notes will cease to bear interest on the Early Redemption Date. Upon final payment on a Note, the Holder will present and surrender such Note at the place specified in the notice of termination on or prior to such Early Redemption Date. Installments of interest on Notes of a Class will be payable to the Holders of such Notes, or one or more predecessor Notes, registered as such at the close of business on the relevant Record Date according to the terms and provisions of the Indenture.

The Issuer will be required on the Scheduled Maturity Date or Early Redemption Date, as the case may be, to apply any monies on deposit in the Distribution Account as described in *"— Interest"* and *"— Principal"* below or as described in *"The Agreements — The Indenture — Indenture Events of Default — Application of Proceeds"*.

Interest

Class Coupon

Each Class of Notes will bear interest, and solely for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts, the Class MB-H and Class B-3H Reference Tranches will be deemed to bear interest, calculated pursuant to the applicable Class Coupon formula shown in Table 1 (including, in the case of the Class B-2AI Notes, at the initial Class Coupon shown in Table 1, subject to any adjustment as described in footnote 6 thereto). The Class Coupon for each Class of Notes is subject to any applicable Class Coupon Minimum Rate shown in Table 1. The initial Class Coupons that will apply to the first Accrual Period are also set forth in Table 1. The Indenture Trustee will calculate the Class Coupon for the Notes and the Class MB-H and Class B-3H Reference Tranches for each Accrual Period (after the first Accrual Period) on the applicable LIBOR Adjustment Date. The Indenture Trustee will determine One-Month LIBOR using the method described in the definition of One-Month LIBOR in the *"Glossary of Significant Terms*". However, if ICE ceases to set or publish a rate for LIBOR and/or we determine that the customary method for determining LIBOR is no longer viable, we may elect to designate an alternative method or alternative index. In making an election to use any alternative method or index, we may take into account a variety of factors, including then prevailing industry practices or other developments. We may also, for any period, apply an adjustment factor to any alternative method or index as we deem appropriate to better achieve comparability to the current index and other industry practices. See *"Risk Factors — Investment Factors and Risks Related to the Notes — LIBOR Levels Could Reduce the Yield on the Notes", "— Uncertainty Relating to the Determination of LIBOR and the Potential Phasing Out of LIBOR after 2021 May Adversely Affect the Value of the Notes"* and *"— The Use of an Alternative Method or Index in Place of LIBOR for Determining Monthly Interest Rates May Adversely Affect the Value of Certain Notes"*.

Interest Payment

On each Payment Date through and including the Maturity Date, after paying the Credit Protection Payment, if any, due under the Credit Protection Agreement, the Trust will apply funds on deposit in the Distribution Account to pay the applicable Interest Payment Amount on each outstanding Class of Notes. The Interest Payment Amount will be calculated for each Class of Notes on the basis of the Class Principal Balance or Notional Principal Amount, as applicable, of such Class of Notes immediately prior to such Payment Date. Interest will be calculated and payable on the basis of the actual number of days in the related Accrual Period and a 360-day year. Interest will be payable in arrears.

Principal

On the Maturity Date the Trust will pay 100% of the Class Principal Balance as of such date for each Class of Original Notes outstanding (without regard to any exchanges of Exchangeable Notes for MAC Notes). On all

other Payment Dates, the Trust will pay principal on each Class of Original Notes (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) in an amount equal to the portion of the Senior Reduction Amount and/or Subordinate Reduction Amount, as applicable, allocated to reduce the Class Notional Amount of the corresponding Class of Reference Tranche on such Payment Date pursuant to the terms of the hypothetical structure described under *"— Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount"* below.

If on any Payment Date a Class of MAC Notes that is entitled to principal is outstanding, all principal amounts that are payable by the Trust on Exchangeable Notes that were exchanged for such MAC Notes will be allocated to and payable on such MAC Notes in accordance with the exchange proportions applicable to the related Combination.

Reductions in Class Principal Balances of the Notes Due to Allocation of Tranche Write-down Amounts

On each Payment Date on or prior to the Maturity Date, the Class Principal Balance of each Class of Original Notes will be reduced (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) without any corresponding payment of principal, by the amount of the reduction, if any, in the Class Notional Amount of the corresponding Class of Reference Tranche due to the allocation of the Tranche Write-down Amount to such Class of Reference Tranche on such Payment Date pursuant to the terms of the hypothetical structure described under *"— Hypothetical Structure and Calculations with Respect to the Reference Tranches"* below.

On each Payment Date that a Class of MAC Notes is outstanding, all Tranche Write-down Amounts that are allocable to Exchangeable Notes that were exchanged for such MAC Notes will be allocated to reduce the Class Principal Balances or Notional Principal Amounts, as applicable, of such MAC Notes in accordance with the exchange proportions applicable to the related Combination.

Increases in Class Principal Balances of the Notes Due to Allocation of Tranche Write-up Amounts

On each Payment Date on or prior to the Maturity Date, the Class Principal Balance of each Class of Original Notes will be increased (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) by the amount of the increase, if any, in the Class Notional Amount of the corresponding Class of Reference Tranche due to the allocation of the Tranche Write-up Amount to such Class of Reference Tranche on such Payment Date pursuant to the terms of the hypothetical structure described under *"— Hypothetical Structure and Calculations with Respect to the Reference Tranches"* below.

On each Payment Date that a Class of MAC Notes is outstanding, all Tranche Write-up Amounts that are allocable to Exchangeable Notes that were exchanged for such MAC Notes will be allocated to increase the Class Principal Balances or Notional Principal Amounts, as applicable, of such MAC Notes in accordance with the exchange proportions applicable to the related Combination.

Hypothetical Structure and Calculations with Respect to the Reference Tranches

A hypothetical structure of Classes of Reference Tranches deemed to be backed by the Reference Pool has been established as indicated in the Transaction Diagram. The Credit Protection Agreement, pursuant to which we will purchase credit protection from the Trust with respect to the Reference Pool, will reference this hypothetical structure to calculate for each Payment Date the amount of the Credit Premium Payments and Credit Protection Reimbursement Payments, if any, we will make to the Trust and the Credit Protection Payments, if any, to be made by the Trust to us, upon the occurrence of certain specified Credit Events and Modification Events relating to the Reference Pool. The Indenture will also reference this hypothetical structure to calculate, for each Payment Date, (i) Tranche Write-down Amounts (or Tranche Write-up Amounts) or principal or notional amounts on the Notes as a result of Credit Events or Modification Events on the Reference Obligations, (ii) any reduction or increase in interest amounts on the Notes as a result of Modification Events on the Reference Obligations and (iii) principal payments to be made on the Notes by the Trust. See "*Transaction Diagram — Hypothetical Structure and Calculations with Respect to the Reference Tranches*" above.

Allocation of Tranche Write-down Amounts

On each Payment Date on or prior to the Maturity Date, the Tranche Write-down Amount, if any, for such Payment Date, will be allocated, *first*, to reduce any Overcollateralization Amount for such Payment Date, until such Overcollateralization Amount is reduced to zero, and, *second*, to reduce the Class Notional Amount of each Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

first, to the Class B-3H Reference Tranche;

second, to the Class B-2B and Class B-2BH Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date;

third, to the Class B-2A and Class B-2AH Reference Tranches, pro rata, based on their Class Notional Amounts immediately prior to such Payment Date;

fourth, to the Class MB-H Reference Tranche; and

fifth, to the Class A-H Reference Tranche, but only in an amount equal to the excess, if any, of the remaining unallocated Tranche Write-down Amount for such Payment Date over the Principal Loss Amount for such Payment Date attributable to clause (d) of the definition of "Principal Loss Amount".

Because the Class B-2A and Class B-2B Notes correspond to the Class B-2A and Class B-2B Reference Tranches, respectively, any Tranche Write-down Amounts allocated to such Classes of Reference Tranches pursuant to the hypothetical structure will result in a corresponding reduction in the Class Principal Balances of the corresponding Classes of Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes). If Exchangeable Notes have been exchanged for MAC Notes, all Tranche Write-down Amounts that are allocable to such exchanged Exchangeable Notes will be allocated to reduce the Class Principal Balances or Notional Principal Amounts, as applicable, of such MAC Notes in accordance with the exchange proportions applicable to the related Combination.

With respect to each Payment Date, the Class Notional Amount for the Class A-H Reference Tranche will be increased by the excess, if any, of the Tranche Write-down Amount for such Payment Date over the Credit Event Amount for such Payment Date.

Allocation of Tranche Write-up Amounts

On each Payment Date on or prior to the Maturity Date, the Tranche Write-up Amount, if any, for such Payment Date will be allocated to increase the Class Notional Amount of each Class of Reference Tranche in the following order of priority until the cumulative Tranche Write-up Amounts allocated to each such Class of Reference Tranche is equal to the cumulative Tranche Write-down Amounts previously allocated to such Class of Reference Tranche on or prior to such Payment Date:

first, to the Class A-H Reference Tranche;

second, to the Class MB-H Reference Tranche;

third, to the Class B-2A and Class B-2AH Reference Tranches, *pro rata*, based on their Class Notional Amounts immediately prior to such Payment Date;

fourth, to the Class B-2B and Class B-2BH Reference Tranches, *pro rata*, based on their Class Notional Amounts immediately prior to such Payment Date; and

fifth, to the Class B-3H Reference Tranche.

Because the Class B-2A and Class B-2B Notes correspond to the Class B-2A and Class B-2B Reference Tranches, respectively, any Tranche Write-up Amounts allocated to such Classes of Reference Tranches pursuant to the hypothetical structure will result in a corresponding increase in the Class Principal Balances of the corresponding Classes of Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes). If Exchangeable Notes have been exchanged for MAC Notes, all Tranche Write-up Amounts that are allocable to such exchanged Exchangeable Notes will be allocated to increase the Class

Principal Balances or Notional Principal Amounts, as applicable, of such MAC Notes in accordance with the exchange proportions applicable to the related Combination.

The Write-up Excess will be available as overcollateralization to offset any Tranche Write-down Amounts on future Payment Dates prior to such Tranche Write-down Amounts being allocated to reduce the Class Notional Amounts of the Reference Tranches.

Allocation of Modification Loss Amount

On each Payment Date on or prior to the Maturity Date, the Preliminary Principal Loss Amount, the Preliminary Tranche Write-down Amount, the Preliminary Tranche Write-up Amount and the Preliminary Class Notional Amount will be computed prior to the allocation of the Modification Loss Amount.

On each Payment Date on or prior to the Maturity Date, the Modification Loss Amount, if any, for such Payment Date, will be allocated to the Reference Tranches in the following order of priority:

first, to the Class B-3H Reference Tranche, until the amount allocated to the Class B-3H Reference Tranche is equal to the Class B-3H Reference Tranche Interest Accrual Amount for such Payment Date;

second, to the Class B-3H Reference Tranche, until the amount allocated to the Class B-3H Reference Tranche is equal to the Preliminary Class Notional Amount of the Class B-3H Reference Tranche for such Payment Date;

third, to the Class B-2B and Class B-2BH Reference Tranches, *pro rata*, based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class B-2B Reference Tranche is equal to the Class B-2B Notes Interest Accrual Amount for such Payment Date;

fourth, to the Class B-2A and Class B-2AH Reference Tranches, *pro rata*, based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class B-2A Reference Tranche is equal to the Class B-2A Notes Interest Accrual Amount for such Payment Date;

fifth, to the Class B-2B and Class B-2BH Reference Tranches, *pro rata*, based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class B-2B and Class B-2BH Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class B-2B and Class B-2BH Reference Tranches for such Payment Date;

sixth, to the Class B-2A and Class B-2AH Reference Tranches, *pro rata*, based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class B-2A and Class B-2AH Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class B-2A and Class B-2AH Reference Tranches for such Payment Date;

seventh, to the Class MB-H Reference Tranche, until the amount allocated to the Class MB-H Reference Tranche is equal to the Class MB-H Reference Tranche Interest Accrual Amount for such Payment Date; and

eighth, to the Class MB-H Reference Tranche, until the aggregate amount allocated to the Class MB-H Reference Tranche is equal to the Preliminary Class Notional Amount of the Class MB-H Reference Tranche for such Payment Date.

Any amounts allocated to the Class B-2A or Class B-2B Reference Tranche in the *fourth or third* priority above on any Payment Date will result in a corresponding reduction of the Interest Payment Amount of the Class B-2A or Class B-2B Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) for such Payment Date. The Class MB-H and Class B-3H Reference Tranches are assigned a Class Coupon solely for purposes of calculations in connection with the allocation of Modification Loss Amounts to the Mezzanine Reference Tranche and Junior Reference Tranches, and any such amounts allocated in the *first or second or seventh or eighth* priority above will not result in a corresponding reduction of the Interest Payment Amount or Class Principal Balance of any Class of Notes.

Allocation of Modification Gain Amount

On each Payment Date on or prior to the Maturity Date, the Modification Gain Amount, if any, for such Payment Date will be allocated in the following order of priority:

first, to the Class MB-H Reference Tranche, until the amount allocated to the Class MB-H Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Accrual Amount on the Class MB-H Reference Tranche on all prior Payment Dates;

second, to the Class B-2A and Class B-2AH Reference Tranches, *pro rata*, based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class B-2A Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Payment Amount on the Class B-2A Notes on all prior Payment Dates;

third, to the Class B-2B and Class B-2BH Reference Tranches, *pro rata*, based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class B-2B Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Payment Amount on the Class B-2B Notes on all prior Payment Dates;

fourth, to the Class B-3H Reference Tranche until the amount allocated to the Class B-3H Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Accrual Amount on the Class B-3H Reference Tranche on all prior Payment Dates; and

fifth, to the most subordinate Classes of Reference Tranches outstanding*, pro rata*, based on their Class Notional Amounts immediately prior to such Payment Date.

Any amounts allocated to the Class B-2A or Class B-2B Reference Tranche on any Payment Date will result in a corresponding increase of the Interest Payment Amount of the Class B-2A or Class B-2B Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) for such Payment Date.

With respect to any Exchangeable Notes that have been exchanged for the related MAC Notes, any Modification Gain Amount that is allocable to such related exchanged Exchangeable Notes on any Payment Date will be allocated to increase the Interest Payment Amounts, as applicable, of such related Exchangeable Notes or MAC Notes, as applicable, for such Payment Date, *pro rata*, based on their Interest Accrual Amounts.

Allocation of Senior Reduction Amount and Subordinate Reduction Amount

On each Payment Date prior to the Maturity Date, after allocation of the Tranche Write-down Amount or Tranche Write-up Amount, if any, for such Payment Date as described under *"— Allocation of Tranche Write-down Amounts"* and *"— Allocation of Tranche Write-up Amounts"* above, the Senior Reduction Amount will be allocated to reduce the Class Notional Amount of each Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

first, to the Class A-H Reference Tranche;

second, to the Class MB-H Reference Tranche;

third, to the Class B-2A and Class B-2AH Reference Tranches, *pro rata*, based on their Class Notional Amounts immediately prior to such Payment Date;

fourth, to the Class B-2B and Class B-2BH Reference Tranches, *pro rata*, based on their Class Notional Amounts immediately prior to such Payment Date; and

fifth, to the Class B-3H Reference Tranche.

On each Payment Date prior to the Maturity Date, after allocation of the Senior Reduction Amount and the Tranche Write-down Amount or Tranche Write-up Amount, if any, for such Payment Date as described under *"— Allocation of Tranche Write-down Amounts"* and *"— Allocation of Tranche Write-up Amounts"* above, the Subordinate Reduction Amount will be allocated to reduce the Class Notional Amount each Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

first, to the Class MB-H Reference Tranche;

second, to the Class B-2A and Class B-2AH Reference Tranches, *pro rata*, based on their Class Notional Amounts immediately prior to such Payment Date;

third, to the Class B-2B and Class B-2BH Reference Tranches, *pro rata*, based on their Class Notional Amounts immediately prior to such Payment Date;

fourth, to the Class B-3H Reference Tranche; and

fifth, to the Class A-H Reference Tranche.

Because the Class B-2A and Class B-2B Notes correspond to the Class B-2A and Class B-2B Reference Tranches, respectively, any Senior Reduction Amount and/or Subordinate Reduction Amount, as applicable, allocated to the Class B-2A or Class B-2B Reference Tranche pursuant to the hypothetical structure will result in a requirement of the Issuer to make a corresponding payment of principal to the Class B-2A or Class B-2B Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes). If Exchangeable Notes have been exchanged for MAC Notes, all principal amounts that are payable on such exchanged Exchangeable Notes will be allocated to and payable on such MAC Notes that are entitled to principal in accordance with the exchange proportions applicable to the related Combination.

MAC NOTES

The characteristics of the MAC Classes and the available Combinations of Exchangeable Notes and MAC Notes are described in Table 2.

Exchanges

An exchange of Classes within a Combination will be permitted at any time on or after the applicable Initial Exchange Date, subject to the following constraints:

- The Classes must be exchanged in the applicable "exchange proportions" shown in Table 2. As described below, these are based on the *original* Class Principal Balances (or *original* Notional Principal Amounts, if applicable) of the Original Classes or MAC Classes, as applicable.
- The aggregate Class Principal Balance (rounded to whole dollars) of the Notes received in the exchange, immediately after the exchange, must equal that of the Notes surrendered for exchange immediately before the exchange (for this purpose, the Notional Principal Amount of any Interest Only MAC Note always equals $0).
- The aggregate "annual interest amount" (rounded to whole dollars) of the Notes received in the exchange must equal that of the Notes surrendered for exchange. The annual interest amount for any Note equals its outstanding Class Principal Balance or Notional Principal Amount times its Class Coupon. The annual interest amount for the Classes received and the Classes surrendered must be equal at all levels of LIBOR.

We base "exchange proportions" on the *original*, rather than on the *outstanding*, Class Principal Balance or Notional Principal Amount of the Classes.

Table 2 describes the characteristics of the MAC Classes and the available Combinations of Exchangeable Notes and MAC Notes. The specific Classes of Exchangeable Notes and MAC Notes that are outstanding at any given time, and the outstanding Class Principal Balances or Notional Principal Amounts of those Classes, will vary depending on payments on or write-ups or write-downs of those Classes and any exchanges that have occurred. Exchanges of Exchangeable Notes for MAC Notes, and vice versa, may occur repeatedly. MAC Notes receive interest payments from their related Exchangeable Notes at their applicable Class Coupons. If on the Maturity Date or any Payment Date a Class of MAC Notes that is entitled to principal is outstanding, all principal amounts that are payable on Exchangeable Notes that were exchanged for such MAC Notes will be allocated to, and payable on, such MAC Notes in accordance with the exchange proportions applicable to the related Combination.

In the event that Class B-2A or Class B-2B Notes have been exchanged for MAC Notes, the Holders of such MAC Notes will be entitled to exercise all the voting rights that are allocated to such exchanged Class B-2A or Class B-2B Notes, as applicable, and the Class Principal Balances or Notional Principal Amount, as applicable, of such MAC Notes will be used to determine if the requisite percentage of Holders under the Indenture has voted or given direction; provided that with respect to any outstanding MAC Notes received in exchange for Class B-2A Notes in Combination 2 described in Table 2, the Class B-2AI Notes received in the exchange will be entitled to exercise 1% of the total voting rights that were allocated to the Class B-2A Notes so exchanged and the Class B-2AR Notes received in the exchange will be entitled to exercise 99% of the total voting rights that were allocated to the Class B-2A Notes so exchanged.

Exchange Procedures

An exchange of Notes will be permitted at any time on or after the applicable Initial Exchange Date subject to the procedures described below. In order to effect an exchange of Notes (except with respect to any deemed exchange on the Closing Date), the Holder will notify the Exchange Administrator in writing delivered by e-mail at sfs.exchange@usbank.com, and in accordance with the requirements set forth in the Indenture, no later than two Business Days before the proposed exchange date. The exchange date with respect to any such exchange can be any Business Day on or after the applicable Initial Exchange Date other than the first or last Business Day of the month, a Payment Date, the Record Date related to the next Payment Date or the Business Day following such Record Date. The notice must be on the Holder's letterhead, carry a medallion stamp guarantee and set forth the following information: (i) the CUSIP number of each Exchangeable Note or Notes or MAC Note or Notes (as applicable) to be exchanged and of each Exchangeable Note or Notes or MAC Note or Notes (as applicable) to be received; (ii) the outstanding Class Principal Balance (or Notional Principal Amount) and the original Class Principal Balance (or Notional Principal Amount) of the Notes to be exchanged; (iii) the Holder's DTC participant numbers to be debited and credited; and (iv) the proposed exchange date. After receiving the notice, the Exchange Administrator will e-mail the Holder with wire payment instructions relating to the exchange fee. The Holder will utilize the "Deposit and Withdrawal System" at DTC to exchange the Notes. A notice becomes irrevocable on the second Business Day before the proposed exchange date.

A fee will be payable by the exchanging Holder to the Exchange Administrator in connection with each exchange (except with respect to any deemed exchange on the Closing Date) equal to $5,000. Such fee must be received by the Exchange Administrator prior to the exchange date or such exchange will not be effected. In addition, any Holder wishing to effect an exchange must pay any other expenses related to such exchange, including any fees charged by DTC.

The Exchange Administrator (unless the Exchange Administrator is the Indenture Trustee) will notify the Indenture Trustee with respect to any exchanges of Notes at the time of such exchange.

The Exchange Administrator will notify the Issuer with respect to any exchanges of Notes at the time of such exchange.

The Indenture Trustee will make the first payment on any Exchangeable Note or MAC Note received by a Holder in an exchange transaction on the Payment Date related to the next Record Date following the exchange; provided, however, that with respect to any deemed exchanges on the Closing Date, the first payment on any Notes received with respect to such deemed exchanges will be on the Payment Date occurring in June 2019.

THE AGREEMENTS

The following summary describes certain provisions of the Credit Protection Agreement, the Indenture, the Investment Management Agreement, the Account Control Agreement and the Administration Agreement not otherwise described in this Memorandum.

The Credit Protection Agreement

General

On the Closing Date, the Trust will enter into the Credit Protection Agreement with us pursuant to which the Trust will sell credit protection to us with respect to the Reference Pool.

Subject to the following paragraph, the Credit Protection Agreement will require us to pay the applicable Credit Premium Payment and Credit Protection Reimbursement Payment to the Trust on the Business Day immediately preceding each Payment Date. See *"— Credit Protection Agreement Payments — Payments by Freddie Mac"* below. On any Payment Date on which a Tranche Write-down Amount has been allocated to any Class of Reference Tranche corresponding to a Class of Notes and which reduces the Class Principal Balance of any corresponding outstanding Class of Notes, the Credit Protection Agreement will require the Indenture Trustee, acting on behalf of the Trust, to make a Credit Protection Payment to us if the conditions to payment, as described below, are satisfied.

The Credit Protection Agreement will permit netting of the Credit Protection Payment due on any Payment Date against the Credit Premium Payment and Credit Protection Reimbursement Payment due on the Business Day immediately prior to such Payment Date. As a result, only one party will actually make a payment to the other in any given calendar month.

Reference Pool

The Trust will have credit exposure to the Reference Obligations. However, if a Reference Obligation does not meet the Eligibility Criteria on the Closing Date or because it otherwise is ineligible to be a Reference Obligation, such Reference Obligation will be removed from the Reference Pool as and when provided in the Credit Protection Agreement and thereafter, the Trust will have no credit exposure with respect to such Reference Obligation.

Credit Protection Agreement Payments

Conditions Precedent. The respective obligations of us and the Trust to pay any amount due under the Credit Protection Agreement will be subject to the following conditions precedent: (i) no event of default (or event that with the giving of notice or lapse of time or both would become an event of default) will have occurred and be continuing under the Credit Protection Agreement and (ii) no CPA Early Termination Date will have been designated. However, these conditions precedent will not apply to any amount payable in connection with the CPA Early Termination Date. (As noted previously, payments in connection with the CPA Early Termination Date will not include a mark-to-market termination payment.)

Payments by Freddie Mac. Under the Credit Protection Agreement, subject to netting against the Credit Protection Payment to become due on the related Payment Date, on the Business Day prior to each Payment Date, we will be required to pay the applicable Credit Premium Payment and the applicable Credit Protection Reimbursement Payment, if any, to the Trust. In the event we fail to pay the Credit Premium Payment and/or Credit Protection Reimbursement Payment when due and fail to cure any such nonpayment for a period of 30 days after receipt of written notice, such failure will constitute an event of default under the Credit Protection Agreement that will entitle the Trust to designate a CPA Early Termination Date. The early termination of the Credit Protection Agreement will result in a redemption of the Notes on the related Early Redemption Date. See "*Description of the Notes — Scheduled Maturity Date and Early Redemption Date*".

Payments by the Trust. Under the Credit Protection Agreement, subject to netting against the Credit Premium Payment and Credit Protection Reimbursement Payment payable by us on the Business Day immediately preceding any Payment Date, following the occurrence of a Credit Event or Modification Event with respect to such Payment Date on which a Tranche Write-down Amount has been allocated to reduce the Class Principal Balance of any outstanding Class of Notes and delivery to the Indenture Trustee of the applicable "Reference Pool File" and "Monthly P&I Constant File" (or other report which indicates that a Credit Protection Payment is due), the Credit Protection Agreement will require the Trust to pay to us the applicable Credit Protection Payment on such Payment Date. In the event the Trust fails to pay the Credit Protection Payment when due and fails to cure any such nonpayment for a period of 30 days after receipt of written notice, such failure will constitute an event of default under the Credit Protection Agreement that will entitle us to designate a CPA Early Termination Date. The early termination of the Credit Protection Agreement will result in a redemption of the Notes on the related Early Redemption Date.

The Indenture will require the Trust to pay any Credit Protection Payment payable to us on a Payment Date prior to making any payments owed by the Trust to the Notes on such Payment Date.

The payment obligations of the Trust under the Credit Protection Agreement are limited to amounts available in the Distribution Account and Custodian Account.

CPA Scheduled Termination Date and CPA Early Termination Date

The CPA Scheduled Termination Date will be the Payment Date in January 2048. The Credit Protection Agreement will be subject to early termination prior to the CPA Scheduled Termination Date on any CPA Early Termination Date designated in connection with the occurrence of an event of default under the Credit Protection Agreement or a CPA Early Termination Event, in each case, subject to applicable notice and cure periods, if any. Our final payment obligations under the Credit Protection Agreement will be due on the day prior to the CPA Termination Date and the Trust's final payment obligations under the Credit Protection Agreement will be due on the CPA Termination Date. The performance of the Reference Pool during the period commencing at the end of the final Reporting Period and continuing until the CPA Termination Date will be disregarded under the Credit Protection Agreement for purposes of calculating such final payment obligations.

The events of default under the Credit Protection Agreement include: (a) a payment default by us or the Trust under the Credit Protection Agreement lasting for at least 30 days after notice, (b) a default by us in making one or more payments for Expenses under the Administration Agreement on the due date thereof (subject to any applicable grace periods and the application of the Expense Cap) which such defaulted payment is an amount equal to or greater than the Threshold Amount, (c) certain insolvency-related events applicable to us or the Trust (provided that the current appointment of the Federal Housing Finance Agency as our conservator will not constitute an event of default under the Credit Protection Agreement) and (d) a merger or analogous event by the Trust or us without a corresponding assumption of the Trust's or our obligations under the Credit Protection Agreement. For the avoidance of doubt, the "Breach of Agreement," "Credit Support Default," "Misrepresentation" and "Default under Specified Transaction" events of default contained in the pre-printed form of 1992 ISDA Master Agreement (Multicurrency-Cross Border) will not apply to the Credit Protection Agreement. The CPA Early Termination Events include: (a) an Illegality, (b) a Tax Event, (c) a Tax Event Upon Merger, and (d) the CPA Additional Termination Events specified in the "*Glossary of Significant Terms*". For the avoidance of doubt, the "Credit Event Upon Merger" termination event contained in the pre-printed form of 1992 ISDA Master Agreement (Multicurrency-Cross Border) will not apply to the Credit Protection Agreement.

If a CPA Early Termination Event occurs, the Affected Party will, promptly upon becoming aware of the CPA Early Termination Event, notify the other party, specifying the nature of the CPA Early Termination Event. Following the occurrence of and continuance of an event of default under the Credit Protection Agreement or a CPA Early Termination Event, the non-defaulting party (in the case of an event of default under the Credit Protection Agreement), either party (in the case of an Illegality), the Burdened Party (in the case of a Tax Event Upon Merger), any Affected Party (in the case of a Tax Event or a CPA Additional Termination Event in respect of which there is more than one Affected Party) or the party which is not the Affected Party (in the case of a CPA Additional Termination Event in respect of which there is only one Affected Party), may designate the Payment Date described in the next paragraph, as the CPA Early Termination Date. With respect to a CPA Additional Termination Event resulting from the occurrence of an acceleration of the maturity of the Notes in accordance with the Indenture, there are two Affected Parties. Accordingly, we and/or the Trust will be entitled to designate a CPA Early Termination Date with respect thereto. However, with respect to every other CPA Additional Termination Event, the Trust is the only Affected Party and accordingly, we (and not the Trust) will be the only party entitled to designate a CPA Early Termination Date with respect thereto.

If a notice designating a CPA Early Termination Date is given with respect to either an event of default under the Credit Protection Agreement or a CPA Early Termination Event, the CPA Early Termination Date will occur on the first Payment Date following the date on which such notice becomes effective, unless such notice becomes effective five Business Days or less prior to such Payment Date, in which case the Early Termination Date will occur on the second Payment Date following the date on which such notice becomes effective, in each case, whether or not the relevant event of default or CPA Early Termination Event is then continuing. In connection with a CPA Early Termination Date, no further payments, other than any unpaid amounts that become payable on or prior to the CPA Early Termination Date together with interest on any overdue amounts, will be required to be made under the Credit Protection Agreement. If a CPA Early Termination Date has been designated, our final payment obligations under the Credit Protection Agreement will be due on the day prior to

the CPA Early Termination Date, and the Trust's final payment obligations under the Credit Protection Agreement will be due on the CPA Early Termination Date. For the avoidance of doubt, no termination payments will be made that reflect the mark-to-market value of the Credit Protection Agreement.

The Indenture provides that if a CPA Early Termination Date is designated the Notes will be redeemed on such CPA Early Termination Date. Holders of Notes purchased at a premium or Holders of Interest Only Notes may not recover their investments in any such Notes if a CPA Early Termination Date occurs. See "*Description of the Notes — Scheduled Maturity Date and Early Redemption Date*".

Amendment to and Assignment of the Credit Protection Agreement

No amendment, modification or waiver in respect of the Credit Protection Agreement will be effective unless it is in writing and signed by both parties to the Credit Protection Agreement. In addition, see "*The Agreements — The Indenture — Amendments*" for a description of the authority of the Indenture Trustee with respect to an amendment of the Credit Protection Agreement.

Subject to certain requirements that the parties use reasonable efforts to effect a transfer to avoid a CPA Early Termination Event as a result of either an Illegality or a Tax Event, neither the Credit Protection Agreement nor any interest or obligation in or under the Credit Protection Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party (in the case of a transfer by the Trust) or in the case of a transfer by us, without the prior written consent of all Holders of outstanding Notes, except that:—

(a) a party may make such a transfer of the Credit Protection Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under the Credit Protection Agreement);

(b) a party may make such a transfer of all or any part of its interest in any amount payable to it from a defaulting party upon an event of default under the Credit Protection Agreement; and

(c) we may make a transfer of the Credit Protection Agreement or an interest or obligation in or under the Credit Protection Agreement by way of security or by transferring (by way of security or otherwise) all or any part of our right to receive payments under the Credit Protection Agreement but not legal ownership interest (such as the grant of a participation or other transfer of our right to receive payment), subject to our related obligations, in and under the Credit Protection Agreement.

Any purported transfer that is not in compliance with the foregoing terms and conditions will be void.

Governing Law

The Credit Protection Agreement will be governed by the laws of the State of New York.

The Indenture

General

On the Closing Date, the Trust, as Issuer, and U.S. Bank, in its capacity as Indenture Trustee, Exchange Administrator and Custodian, will enter into the Indenture to provide for the issuance of the Notes and the Grant of the Collateral and to make provisions for securing the payment of amounts payable to the Protected Party and the Holders. See "*The Notes*" above for additional information about the issuance of the Notes by the Trust pursuant to the Indenture.

Grant of the Collateral

Pursuant to the Indenture, the Issuer will Grant to the Indenture Trustee on the Closing Date, for the benefit of the Secured Parties, in each case as their interests may appear, all of the Issuer's right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, the (a) the Distribution Account, (b) the Custodian Account, (c) all Eligible Investments (including, without limitation, any interest of the Issuer in the Custodian Account and any amounts from time to time on deposit therein) purchased with funds on deposit in

the Custodian Account and all income from the investment of funds therein, (d) the Account Control Agreement, (e) the Investment Management Agreement, (f) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing and (g) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Issuer described in the preceding clauses. Such Grant will be made, in trust, to secure (a) the payment of all amounts payable by the Issuer to the Protected Party under the Credit Protection Agreement and (b) the Notes equally and ratably without prejudice, priority or distinction between any Class and any other Class, except as expressly provided in the Indenture; provided that such Grant for the benefit of the Notes is subordinate to the Grant for the benefit of the Protected Party.

In addition, the Issuer will Grant to the Indenture Trustee on the Closing Date, for the benefit of the Holders of the Notes all of the Issuer's right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Credit Protection Agreement and all payments to the Issuer thereunder or with respect thereto, (b) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (c) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Issuer described in the preceding clauses.

Except to the extent otherwise provided in the Indenture, the Indenture will constitute a security agreement under the laws of the State of New York applicable to agreements made and to be performed therein. Upon the occurrence of any Event of Default, and in addition to any other rights available under the Indenture or any other instruments included in the Collateral held for the benefit and security of the Secured Parties or otherwise available at law or in equity, the Indenture Trustee will have all rights and remedies of a secured party on default under the laws of the State of New York and other applicable law to enforce the assignments and security interests contained in the Indenture and, in addition, will have the right, subject to compliance with any mandatory requirements of applicable law, to sell or apply any rights and other interests assigned or pledged thereby in accordance with the terms thereof at public or private sale.

Pursuant to the Indenture, the Indenture Trustee will acknowledge the Grants described in the foregoing paragraphs and will accept the trusts under and in accordance with the provisions of the Indenture.

Secured Parties' Relations; Subordination

Pursuant to the Indenture, the Holders of each Class of Notes and the Issuer will agree, for the benefit of the Protected Party, that the rights of each Class of Notes and the Issuer's rights in and to the Collateral will be subordinate and junior to the rights of the Protected Party with respect to payments to be made to the Protected Party to the extent and in the manner described herein. In addition, the Issuer and the Holders of the Class B-2B Notes will agree, for the benefit of the Class B-2A Notes and any MAC Notes exchanged for such Class of Notes, to the extent issued and outstanding, that the Class B-2B Notes and any MAC Notes exchanged for such Class of Notes and the Issuer's rights in and to the Collateral will be subordinate and junior to the Class B-2A Notes and any MAC Notes exchanged for such Class of Notes. If any Indenture Event of Default has not been cured or waived and acceleration occurs as a result of an Indenture Event of Default or the Maturity Date occurs, each Class of Notes outstanding will be paid in accordance with the priorities in the prior sentence. If Exchangeable Notes have been exchanged for MAC Notes, the MAC Notes will be subordinate to the extent of the subordination of the Exchangeable Notes.

Standard of Conduct

In exercising any of its or their voting rights, rights to direct and consent or any other rights as a Secured Party under the Indenture, a Secured Party or the Secured Parties will not have any obligation or duty to any person or to consider or take into account the interests of any person and will not be liable to any person for any action taken by it or them or at its or their direction or any failure by it or them to act or to direct that an action be taken, without regard to whether such action or inaction benefits or adversely affects any Secured Party, the Issuer, or any other person.

Accounts, Accountings and Reports

General. Each of the Indenture Trustee and Custodian will segregate and hold all such money and property received by it for the benefit of the Secured Parties as described above in *"— Secured Parties' Relations; Subordination"*. Except as otherwise expressly provided in the Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Secured Collateral, the Indenture Trustee may and, if directed to do so by the Protected Party (so long as such default is not caused by the Protected Party's default under the Credit Protection Agreement and in respect of any Secured Collateral other than the Issuer's rights under the Credit Protection Agreement) or by a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) (in respect of such rights), will take such action as so directed to take to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action will be without prejudice to any right to claim the occurrence of an Indenture Event of Default and any right to proceed with respect thereto as described in *"— Indenture Events of Default"* below.

Accounts

The Indenture Trustee will, on or prior to the Closing Date, cause the Distribution Account to be established in the name of the Indenture Trustee for the benefit of the Secured Parties pursuant to the Indenture. The Distribution Account must be an Eligible Account. The Indenture Trustee will from time to time deposit into the Distribution Account (i) investment income earned on the Eligible Investments, (ii) the proceeds from the liquidation of Eligible Investments, as applicable, and (iii) Credit Premium Payments, Credit Protection Reimbursement Payments and Credit Protection Payments, that become due and payable as described in *"— Indenture Events of Default — Remedies; Liquidation of Collateral"* below.

The Custodian will, on or prior to the Closing Date, cause the Custodian Account to be established and held in the name of the Issuer subject to the lien of the Indenture Trustee for the benefit of the Secured Parties. The Custodian will deposit the net proceeds of the offering of the Notes into the Custodian Account and the Investment Manager will cause the purchase of Eligible Investments pursuant to the Investment Management Agreement. Amounts on deposit in the Custodian Account may be used to purchase only Eligible Investments.

All amounts on deposit in the Custodian Account will be invested in Eligible Investments prior to the close of business on each Business Day pursuant to the Investment Management Agreement. For the avoidance of doubt, in the unlikely event that any cash is on deposit in the Custodian Account after the deadline for investing in Eligible Investments on any Business Day, such cash will be invested in Eligible Investments on the next Business Day pursuant to the Investment Management Agreement.

All amounts deposited in the Custodian Account, together with any investment property in which funds included in such property are or will be invested or reinvested, and any income or other gain realized from such investments, will be held by the Custodian as part of the Collateral subject to disbursement and withdrawal as described in "*The Agreements — The Credit Protection Agreement — Credit Protection Agreement Payments*" and *"— Interest"* and *"— Principal"* above. Such amounts will be invested pursuant to the terms of the Investment Management Agreement.

With respect to each Payment Date prior to the Maturity Date, the earnings (including the aggregate amount of realized principal gains less any losses) on Eligible Investments during the prior calendar month will be reported to the Indenture Trustee and Protected Party by the fifth Business Day of each month and included in the calculation of the Credit Premium Payment due with respect to such Payment Date. With respect to the Maturity Date, the earnings (including the aggregate amount of realized principal gains less any losses) on Eligible Investments during the prior calendar month and the then-current month will be included in the calculation of the Credit Premium Payment due with respect to the Maturity Date. The Indenture Trustee will not in any way be held liable by reason of any insufficiency of such amounts held in the Distribution Account resulting from any loss relating to any such Eligible Investments.

On each Payment Date, the Indenture Trustee will distribute amounts held in the Distribution Account as described in "*The Agreements — The Credit Protection Agreement — Credit Protection Agreement Payments*" and *"— Interest"* and *"— Principal"* above. Any amounts remaining in the Distribution Account after such distributions will be transferred to the Custodian Account and reinvested in Eligible Investments.

Payment Date Statement

The Indenture Trustee will prepare a Payment Date Statement each month setting forth certain information relating to the Reference Pool, the Notes, the Reference Tranches and the hypothetical structure described in this Memorandum, including:

(i) the Class Principal Balance (or Notional Principal Amount) of each Class of Notes and the percentage of the original Class Principal Balance (or Notional Principal Amount) of each Class of Notes on the first day of the immediately preceding Accrual Period, the amount of principal payments to be made on the Notes of each Class that are entitled to principal on such Payment Date and the Class Principal Balance (or Notional Principal Amount) of each Class of Notes and the percentage of the original Class Principal Balance (or Notional Principal Amount) of each Class of Notes after giving effect to any payments of principal to be made on such Payment Date and the allocation of any Tranche Write-down Amounts and Tranche Write-up Amounts, to such Class of Notes on such Payment Date;

(ii) One-Month LIBOR for the Accrual Period preceding the related Payment Date;

(iii) the Interest Payment Amount for each outstanding Class of Notes for the related Payment Date;

(iv) the amount of principal required to be paid by the Trust for each outstanding Class of Notes that is entitled to principal for the related Payment Date and the Senior Reduction Amount, the Subordinate Reduction Amount, the Senior Percentage and the Subordinate Percentage for the related Payment Date;

(v) the aggregate Tranche Write-down Amounts, Tranche Write-up Amounts, Modification Loss Amounts and Modification Gain Amounts previously allocated to each Class of Notes and each Class of Reference Tranche pursuant to the hypothetical structure and the Tranche Write-down Amounts, Tranche Write-up Amounts, Modification Loss Amounts and Modification Gain Amounts to be allocated on the related Payment Date;

(vi) the cumulative number (to date) and UPB of the Reference Obligations that have become Credit Event Reference Obligations, the number and UPB of the Reference Obligations that have become Credit Event Reference Obligations during the related Reporting Period and the Cumulative Net Loss Percentage;

(vii) the number and aggregate UPB of Reference Obligations with respect to their delinquency status, including whether the status of such Reference Obligations is bankruptcy, foreclosure, or REO, as of the related Reporting Period;

(viii) the number and UPB amount of Reference Obligations (A) that became Credit Event Reference Obligations (and identification under which clause of the definition of "Credit Event" each such Reference Obligation became a Credit Event Reference Obligation), (B) that were removed from the Reference Pool as a result of a defect or breach of a representation and warranty, and (C) that have been paid in full;

(ix) the cumulative number and UPB of Credit Event Reference Obligations that have Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects, including whether such defects have been confirmed, rescinded, or are still outstanding as of the related Reporting Period;

(x) the percentage of Reference Pool outstanding (equal to the outstanding principal amount of Reference Obligations divided by the Cut-off Date Balance) as of the current Reporting Period;

(xi) the principal collections on the Reference Obligations amounts, both cumulative and for the current Reporting Period;

(xii) the Recovery Principal for the current Reporting Period;

(xiii) the Origination Rep and Warranty/Servicing Breach Settlement Amount and the related Origination Rep and Warranty/Servicing Breach Settlement Loan Allocation Amount (Cap) for each Origination Rep and Warranty/Servicing Breach Settlement for the current Reporting Period;

(xiv) the number of sellers and the corresponding dollar amount of Reference Obligations no longer subject to our quality control process;

(xv) with respect to each Reference Obligation in the Reference Pool, as may be applicable, the following information: net sales proceeds (realized cumulative); mortgage insurance proceeds (realized cumulative); taxes and insurance (realized cumulative); legal costs (realized cumulative); maintenance and preservation costs (realized cumulative); bankruptcy cramdown costs (realized cumulative); miscellaneous expenses (realized cumulative); miscellaneous credits (realized cumulative); modification costs (realized cumulative); delinquent accrued interest (realized cumulative); total realized net loss (cumulative); and current period net loss;

(xvi) the amount of the Credit Premium Payment for such Payment Date;

(xvii) the amount of any Credit Protection Reimbursement Payment for such Payment Date;

(xviii) the amount of any Credit Protection Payment for such Payment Date;

(xix) to the extent received by the Indenture Trustee, notification from us in accordance with the EU Risk Retention Letter of our on-going compliance with the terms thereof;

(xx) the market value of any Eligible Investments (other than those Eligible Investments that were reinvested) both before and after giving effect to payments of principal to Noteholders on such Payment Date as well as liquidation proceeds of any redemptions of Eligible Investments (other than those Eligible Investments in which investment income was reinvested) in respect of such Payment Date;

(xxi) investment income collected during the prior calendar month; provided that with respect to the final Payment Date, such earnings will be measured based on the prior calendar month and the then-current calendar month;

(xxii) any principal gains or principal losses on Eligible Investments realized during the prior calendar month; provided that with respect to the final Payment Date, such earnings will be measured based on the prior calendar month and the then-current calendar month;

(xxiii) for the Payment Date Statement for the calendar month of January, the Original Notes fair market value information (as of the last Business Day in the preceding calendar year) provided by us;

(xxiv) any applicable notices regarding changes in any Reporting Period;

(xxv) to the extent received by the Indenture Trustee, notice of any change to the No-Action Letter by the CFTC to permit the replacement of Reference Obligations with the corresponding Enhanced Relief Refinance Reference Obligations; and

(xxvi) the number and UPB of Enhanced Relief Refinance Reference Obligations, if any.

The Indenture Trustee will make the Payment Date Statement (and, at its option, any additional files containing the same information in an alternative format) available each month to Noteholders that provide appropriate certification in the form acceptable to the Indenture Trustee (which may be submitted electronically via the Indenture Trustee's internet site) and as any designee of ours via the Indenture Trustee's internet website at https://pivot.usbank.com. Assistance in using the internet website can be obtained by calling the Indenture Trustee at (800) 934-6802. Parties that are unable to use the above distribution options are entitled to have a paper copy mailed to them via first class mail by calling the customer service desk and indicating such. The Indenture Trustee will have the right to change the way the Payment Date Statement is distributed in order to make such distribution more convenient or more accessible to the above parties. The Indenture Trustee is required to provide timely and adequate notification to all above parties regarding any such changes. The Indenture Trustee will not be liable for the dissemination of information in accordance with the Indenture.

The Indenture Trustee will also be entitled to rely on but will not be responsible for the content or accuracy of any information provided by third parties for purposes of preparing the Payment Date Statement and may affix thereto any disclaimer it deems appropriate in its reasonable discretion (without suggesting liability on the part of any other party hereto).

Indenture Events of Default

"Indenture Event of Default" means

(a) a default in the payment, when due and payable, of interest due on any Note to the extent payable, as described under *"Description of the Notes — Interest, — Allocation of Modification Gain Amount"* and *"— Allocation of Modification Loss Amount"*, which default continues for a period of 30 days;

(b) a default in the payment of the Class Principal Balance of any Note on the Maturity Date, to the extent payable, as described under *"Description of the Notes — Principal, — Allocation of Tranche Write-down Amounts, — Allocation of Tranche Write-up Amounts"* and *"— Allocation of Modification Loss Amount"*, or in the case of a default in payment due to an administrative error or omission by the Indenture Trustee or any paying agent, which default continues for a period of 30 days;

(c) a default in the performance, or breach, of any other covenant of the Trust under the Indenture or any representation or warranty of the Trust made in the Indenture or in any certificate or other writing delivered pursuant thereto or in connection therewith proves to be incorrect in any material respect when made and the continuation of such default or breach for a period of 30 days after the Trust has notice thereof by (i) a responsible officer of the Indenture Trustee, (ii) the Protected Party (except in the case of a Protected Party Default) or (iii) by the Holders of not less than a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges);

(d) an involuntary Proceeding shall be commenced or an involuntary petition shall be filed seeking (i) winding up, liquidation, reorganization or other relief in respect of the Issuer or its debts, or of a substantial part of its assets, under any bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Issuer or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days; or an order or decree approving or ordering any of the foregoing shall be entered;

(e) the Issuer shall (i) voluntarily commence any Proceeding or file any petition seeking winding up, liquidation, reorganization or other relief under any bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in section (d) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Issuer or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such Proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(f) the Indenture Trustee ceases to have a valid and enforceable security interest in the Collateral or such security interest proves not to have been valid or enforceable when granted or purported to have been granted; or

(g) it becomes unlawful for the Trust to perform or comply with any of its obligations under the Notes, the Indenture or any other transaction document to which it is a party;

provided, *however*, that no Indenture Event of Default with respect to any Notes shall occur under either *clause (a) or (b)* above if the Collateral has been realized upon in full and all amounts available to be paid in respect of such Collateral have been distributed in accordance with the provisions of the Indenture.

Acceleration and Maturity; Rescission and Annulment. If an Indenture Event of Default occurs and is continuing (other than an Indenture Event of Default described in *clause (d), (e), (f) or (g)* above), the Indenture Trustee, if a responsible officer thereof has actual knowledge of or has received notice of such Indenture Event of Default, may, or at the direction of not less than a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) will, declare the Class Principal Balance of all the Notes to be due and payable on the next succeeding Payment Date, and upon any such declaration such principal, together with all accrued and unpaid Interest Payment Amounts on the Notes, and other amounts payable under the Indenture, will become due and payable on the next succeeding Payment Date. If an Indenture Event of Default described in *clause (d), (e), (f) or (g)* above occurs and is continuing, the Class Principal Balance of all of

the Notes, together with all accrued and unpaid Interest Payment Amounts on the Notes and other amounts payable under the Indenture, will automatically become due and payable without any declaration or other act on the part of the Indenture Trustee or any Holder.

At any time after such a declaration of acceleration of maturity has been made (except with respect to an Event of Default described in *clause (d), (e), (f) or (g)* above) and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as provided in the Indenture, a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges), by written notice to the Indenture Trustee, may rescind and annul such declaration and its consequences if:

(i) the Issuer has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(A) all overdue amounts payable on or in respect of the Notes (other than amounts due solely as a result of the acceleration),

(B) to the extent that payment of interest on such amount is lawful, interest on such overdue amounts at a rate equal to the applicable Class Coupon,

(C) any accrued and unpaid amounts payable by the Issuer pursuant to the Credit Protection Agreement, and

(ii) the Indenture Trustee has determined that all Indenture Events of Default, other than the nonpayment of the principal of or interest on the Notes that have become due solely by such acceleration, have been cured and a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges), by written notice to the Indenture Trustee, has agreed with such determination or waived such Indenture Events of Default.

No such rescission and annulment will affect any subsequent Indenture Event of Default or impair any right consequent thereon.

Collection of Indebtedness and Suits for Enforcement by Indenture Trustee. If an Indenture Event of Default occurs and is continuing, the Indenture Trustee at the direction of a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) will proceed to protect and enforce its rights and the rights of the Secured Parties by such appropriate Proceedings as such Holders direct, whether for the specific enforcement of any covenant or agreement in the Indenture or in aid of the exercise of any power granted therein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by the Indenture or by law; *provided, however*, that no such Proceedings may be instituted with respect to the Eligible Investments or any proceeds thereof unless an Indenture Event of Default under *clause (f)* above has occurred and is continuing and *provided further* that the Indenture Trustee will have no duty or obligation to take such action unless such Holders offer indemnification satisfactory to the Indenture Trustee. Absent receipt of any such written direction by a responsible officer of the Indenture Trustee, the Indenture Trustee will have no duty or obligation to take any action in respect of an Indenture Event of Default. In any Proceedings brought by the Indenture Trustee on behalf of the Holders, the Indenture Trustee will be held to represent all the Holders of the Notes and it will not be necessary to make any Holder a party to any such proceeding.

Remedies; Liquidation of Collateral. If an Indenture Event of Default occurs and is continuing, and the Notes have been declared due and payable and such declaration and the consequences of such Indenture Event of Default and acceleration have not been rescinded and annulled, the Issuer agrees that the Indenture Trustee will, upon direction of a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges), to the extent permitted by applicable law, exercise one or more of the following rights, privileges and remedies:

(i) institute Proceedings for the collection of all amounts then payable on the Notes or otherwise payable under the Indenture, whether by declaration or otherwise, enforce any judgment obtained, and collect from the Collateral any monies adjudged due;

(ii) take the actions described under *"Application of Proceeds"* below;

(iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Secured Parties; and

(iv) exercise any other rights and remedies that may be available at law or in equity.

If the Notes have been declared due and payable as described in "*— Remedies; Liquidation of Collateral*" above, the Indenture Trustee will give notice under the Credit Protection Agreement of a CPA Early Termination Event (if the Credit Protection Agreement has not yet terminated) and demand payment from the Protected Party of any amounts due under the Credit Protection Agreement (and, if the Protected Party fails to make any such payment, take the actions described in *"Application of Proceeds — Procedures Relating to Delayed Payments"* below). All such payments will be held in the Distribution Account for the benefit of the Holders of the Notes, as their interests may appear. See "*Description of the Notes — Scheduled Maturity Date and Early Redemption Date*".

In determining whether the holders of the requisite percentage of Notes have given any direction, notice or consent, Notes owned by us will be disregarded and deemed not to be outstanding.

Application of Proceeds

If an Indenture Event of Default occurs and is continuing, and the Notes have been declared due and payable and such declaration and the consequences of such Indenture Event of Default and acceleration have not been rescinded and annulled, the Holders of a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) may direct the Indenture Trustee to (a) withdraw all proceeds of Eligible Investments for the related Payment Date held in the Distribution Account, (b) liquidate all Collateral (other than Collateral which is held in the form of cash) held in the Custodian Account into cash as provided in the Indenture, (c) if it is entitled to do so under the Credit Protection Agreement, give notice of a CPA Early Termination Date to us (if the Credit Protection Agreement has not yet terminated) and (d) demand payment from the Protected Party of any amounts due under the Credit Protection Agreement. If any such direction by the Holders of a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges), as applicable, has been given and carried out, then on the CPA Early Termination Date the Indenture Trustee will apply the funds on deposit in the accounts as follows:

(i) to the payment of any amounts due and payable to the Protected Party, if any, under the Credit Protection Agreement;

(ii) to the payment of interest on the Class B-2A Notes, to the extent outstanding, as to amounts accrued and unpaid through such Payment Date;

(iii) to the repayment to the holders of the Class B-2A Notes, to the extent outstanding, of any remaining Class Principal Balance of the Class B-2A Notes;

(iv) to the payment of interest on the Class B-2B Notes, to the extent outstanding, as to amounts accrued and unpaid through such Payment Date; and

(v) to the repayment to the holders of the Class B-2B Notes, to the extent outstanding, of any remaining Class Principal Balance of the Class B-2B Notes.

Procedures relating to Delayed Payments. If the Indenture Trustee does not receive a Protected Party Payment when due, (a) the Indenture Trustee will promptly notify the Issuer in writing and (b) unless within 30 days after such notice (i) such payment has been received by the Indenture Trustee, the Indenture Trustee will request the Protected Party to make such payment as soon as practicable after such request but in no event later than three Business Days after the date of such request. If such payment is not made within such time period, the Indenture Trustee will notify the Holders of such nonpayment and will take such action as the Holders of not less than a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) directs in writing or, if no such direction is received, such action as the Indenture Trustee deems most effectual (in each case, which may include declaring a CPA Early Termination Date). Any such action will be without prejudice to any right to claim an Indenture Event of Default.

Amendments

Each of the Basic Documents may be amended by the parties thereto subject to certain limitations, if any, set forth therein. Accordingly, the Indenture Trustee is a necessary party to any amendment of the Indenture, the Credit Protection Agreement, the Trust Agreement (in certain circumstances), the Account Control Agreement and the Administration Agreement. The authority of the Indenture Trustee to agree to any such amendment is as set forth below. In addition, no amendment may be made to the Indenture, the Trust Agreement, Credit Protection Agreement, the Account Control Agreement and the Administration Agreement unless the Indenture Trustee has received an opinion of nationally recognized U.S. federal income tax counsel to the effect that, and subject to customary assumptions, qualifications and exclusions, (1) such opinion reaffirms each of the tax opinions delivered on the Closing Date and (2) such amendment will not result in Holders recognizing income, gain or loss for U.S. federal income tax purposes.

The Indenture

The Indenture may be amended from time to time by the mutual agreement of the parties thereto without the consent of any Noteholders:

(i) to correct, modify or supplement any provision therein which may be inconsistent with this Memorandum,

(ii) to correct, modify or supplement any provision therein which may be inconsistent with any other Basic Document,

(iii) to cure any ambiguity or to correct, modify or supplement any provision therein which may be inconsistent with any other provision therein or to correct any error,

(iv) to make any other provisions with respect to matters or questions arising thereunder which may not be inconsistent with the then-existing provisions thereof,

(v) to modify, alter, amend, add to or rescind any provision therein to comply with any applicable rules, regulations, orders or directives (including, without limitation, applicable conditions of the No-Action Letter) promulgated from time to time,

(vi) as evidenced by an opinion of counsel delivered to the Indenture Trustee, to relax or eliminate certain transfer restrictions imposed on the Notes pursuant to the Indenture (if applicable law is amended or clarified such that any such restriction may be relaxed or eliminated) or

(vii) to acknowledge the successors and permitted assigns of any party to a Basic Document and the assumption by any such successor or assign of such party's covenants and obligations thereunder;

provided that no such amendment for the specific purposes described in any of clauses (iii) through (v) above adversely affects in any material respect the interests of the Noteholders, as evidenced by the receipt by the Indenture Trustee of an opinion of counsel to that effect or, alternatively, in the case of any particular Noteholder, an acknowledgment to that effect from such Noteholder (unless such Noteholder consents to such amendment); and, *provided, further* that no such amendment may adversely affect the interests of the Protected Party (unless the Protected Party has consented to such amendment).

The Indenture may also be amended from time to time by mutual agreement of the parties thereto, and, if any Notes are outstanding, with the written consent of the Holders of Notes entitled to at least a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) allocated to each of the Classes of Notes that are materially and adversely affected by such amendment, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the Holders of Notes; *provided, however,* that no such amendment may, without the consent of the Holders of all Original Notes then outstanding (without giving effect to exchanges), (i) modify the amendment provisions of the Indenture, (ii) change the Scheduled Maturity Date or any monthly Payment Date of the Notes, (iii) reduce the Class Principal Balance or Notional Principal Amount (other than as provided for in the Indenture), delay the principal distribution of (other than as provided for in the Indenture), or materially modify the rate of interest or the calculation of the rate of interest on, the Notes (other

than as provided for in the Indenture), (iv) reduce the percentage of Holders of Notes whose consent or affirmative vote is necessary to amend the terms of the Notes, or (v) significantly change the activities of the Trust; *provided*, *further*, that no such amendment may adversely affect the interests of the Protected Party (unless the Protected Party has consented to such amendment).

You should note that pursuant to clause (c) of the definition of Reporting Period, we may designate a revised definition of Reporting Period from time to time to conform to any updates to our operational processes or timelines for mortgage loans serviced in accordance with the Guide without amending the Indenture or any other Basic Document pursuant to the amendment provisions thereof. Any such revised definition will be effective as the definition of "Reporting Period" in the Indenture and any other related Basic Documents upon satisfaction of the conditions set forth in such clause (c).

The Credit Protection Agreement, Trust Agreement, Administration Agreement, Account Control Agreement and Investment Management Agreement

The Trust Agreement, the Credit Protection Agreement, the Administration Agreement, and/or the Account Control Agreement, may be amended from time to time by mutual agreement of the parties thereto without the consent of the Indenture Trustee or the Noteholders:

(i) to correct, modify or supplement any provision therein which may be inconsistent with this Memorandum,

(ii) to correct, modify or supplement any provision therein which may be inconsistent with any other Basic Document,

(iii) to cure any ambiguity or to correct, modify or supplement any provision therein which may be inconsistent with any other provision therein or to correct any error,

(iv) to make any other provisions with respect to matters or questions arising thereunder which may not be inconsistent with the then-existing provisions thereof,

(v) to modify, alter, amend, add to or rescind any provision therein to comply with any applicable rules, regulations, orders or directives (including, without limitation, applicable conditions of the No-Action Letter) promulgated from time to time,

(vi) to add to any covenants of the Protected Party, Sponsor or Administrator for the benefit of the Noteholders or to surrender any right or power conferred upon the Protected Party, Sponsor or Administrator, or

(vii) to acknowledge the successors and permitted assigns of any party to a Basic Document and the assumption by any such successor or assign of such party's covenants and obligations thereunder;

provided that no such amendment for the specific purposes described in clauses (iii) through (v) above adversely affects in any material respect the interests of the Noteholders, as evidenced by the receipt by the Indenture Trustee of an opinion of counsel to that effect or, alternatively, in the case of any particular Noteholder, an acknowledgment to that effect from such Noteholder (unless such Noteholder consents to such amendment); and, *provided, further* that no such amendment may adversely affect the interests of the Protected Party (unless the Protected Party has consented to such amendment).

The Trust Agreement, the Credit Protection Agreement, the Administration Agreement, and/or the Account Control Agreement, as applicable, may also be amended from time to time by mutual agreement of the parties thereto and, if any Notes are outstanding, with the written consent of the Indenture Trustee and the consent of Holders of Notes entitled to at least a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) allocated to each of the Classes of Notes that are materially and adversely affected by such amendment, for any other purpose.

You should note that pursuant to clause (c) of the definition of Reporting Period, we may designate a revised definition of Reporting Period from time to time to conform to any updates to our operational processes or timelines for mortgage loans serviced in accordance with the Guide without amending the Indenture or any other Basic Document pursuant to the amendment provisions thereof. Any such revised definition will be

effective as the definition of "Reporting Period" in the Indenture and any other related Basic Documents upon satisfaction of the conditions set forth in such clause (c).

The Investment Management Agreement may be amended by mutual agreement of the parties thereto; provided that an amendment of the Investment Management Agreement that would change the definition of Eligible Investments such that the definition of Eligible Investments would no longer be in compliance with the No-Action Letter, may only be effected with the written consent and direction of the Holders of Notes entitled to at least a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges).

Quorum

A quorum at any meeting of Holders called to adopt a resolution will consist of Holders entitled to vote a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) and called to such meeting. A quorum at any reconvened meeting adjourned for lack of a quorum, will consist of Holders entitled to vote 25% of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges), in both cases excluding any such Notes owned by us. In the event that Exchangeable Notes have been exchanged for MAC Notes, Holders of such MAC Notes will be entitled to exercise all the voting rights that are allocated to such exchanged Exchangeable Notes in the manner described under *"MAC Notes"*. Holders do not have to approve the particular form of any proposed amendment, as long as they approve the substance of such change. See *"Risk Factors — Investment Factors and Risks Related to the Notes — Investors Have No Direct Right to Enforce Remedies"*.

As provided in the Indenture, the Indenture Trustee will establish a record date for the determination of Holders entitled to vote at any meeting of Holders of Notes, to grant any consent regarding Notes and to give notice of any such meeting or consent.

Any instrument given by or on behalf of any Holder of a Note relating to a consent to any modification, amendment or supplement will be irrevocable once given and will be conclusive and binding on all subsequent Holders of that Note or any substitute or replacement Note, whether or not notation of any amendment is made upon such Notes. Any amendment of the Indenture or of the terms of Notes will be conclusive and binding on all Holders of those Notes, whether or not they have given such consent or were present at any meeting (unless by the terms of the Indenture a written consent or an affirmative vote of such Holders is required), and whether or not notation of any such amendment is made upon the Notes.

Consolidation, Merger or Transfer of Assets

The Trust may not consolidate with, merge into, or transfer or convey all or substantially all of its assets to any other corporation, partnership, trust or other person or entity.

Petitions for Bankruptcy

The Indenture will provide that the Holders of the Notes and the Indenture Trustee agree not to cause the filing of a petition in bankruptcy against the Trust before one year and one day or, if longer, the applicable preference period then in effect, has elapsed since the payment in full of all of the Notes that are outstanding.

Satisfaction and Discharge of the Indenture

The Indenture will be discharged and cease to be of further effect with respect to the Notes except as to certain limited rights specified in the Indenture and the Indenture Trustee, on demand of and at the expense of the Issuer, will execute proper instruments acknowledging satisfaction and discharge of the Indenture, when:

(i) either:

(A) all Notes previously authenticated and delivered (other than (1) Notes that have been mutilated, defaced, destroyed, lost or stolen and which have been replaced or paid as provided in the Indenture and (2) Notes for whose payment money has previously irrevocably been deposited in trust and thereafter repaid to the Issuer or discharged from such trust as provided in the Indenture) have been delivered to the Indenture Trustee for cancellation; or

(B) all Notes not previously delivered to the Indenture Trustee or the Authenticating Agent for cancellation (1) have become due and payable or (2) have been declared immediately due and payable as described in *"Indenture Events of Default — Remedies; Liquidation of Collateral"* above;

(ii) the Issuer has irrevocably deposited or caused to be deposited with the Indenture Trustee, in trust for such purpose, cash in an amount sufficient, as verified by a firm of nationally recognized independent certified public accountants, to pay and discharge (A) the entire indebtedness on all Notes not previously delivered to the Indenture Trustee for cancellation, including the entire Class Principal Balance thereof and all Interest Payment Amounts accrued to the date of such deposit (in the case of Notes which have become due and payable) or to the Scheduled Maturity Date or the Early Redemption Date, as the case may be, and (B) all amounts payable to the Protected Party under the Credit Protection Agreement;

(iii) the Issuer has paid or caused to be paid all other sums payable or to become payable hereunder (including, without limitation, amounts payable pursuant to the Administration Agreement and under the Credit Protection Agreement) and no other amounts will become due and payable by the Issuer;

(iv) the Issuer has delivered to the Indenture Trustee an officer's certificate and an opinion of counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of the Indenture have been complied with; and

(v) the Credit Protection Agreement has been terminated.

Binding Effect of the Indenture

You and any Financial Intermediary or Holder acting on your behalf agree that the receipt and acceptance of a Note indicates acceptance of the terms and conditions of the Indenture, as it may be supplemented or amended by its terms.

Notes Acquired by Us

We may, from time to time, purchase some or all of the Notes at any price or prices, in the open market or otherwise. We may hold or sell any Notes that we purchase. Any Notes we own will have an equal and proportionate benefit under the provisions of the Indenture, without preference, priority or distinction as among those Notes. However, in determining whether the required percentage of Holders of the Notes have given any required demand, authorization, notice, consent or waiver, Notes we own, directly or indirectly, will be deemed not to be outstanding.

Third-Party Beneficiaries

The Protected Party will be a third party beneficiary of each agreement or obligation in the Indenture relating to payments to be made by the Issuer under the Credit Protection Agreement, the rights and obligations of the Secured Parties with respect to the Collateral and the priorities of payments established in the Indenture, the rights of the Protected Party to receive reports and notices thereunder and of each agreement and obligation in the Indenture and will have the right to enforce such rights, agreements and obligations as though it were a party thereto. The Investment Manager will be a third party beneficiary of each agreement or obligation in the Indenture relating to investment of funds in the Custodian Account in Eligible Investments under the Investment Management Agreement and the rights of the Investment Manager to receive reports and notices thereunder.

Notice

Any notice, demand or other communication which by any provision of the Indenture is required or permitted to be given to or served upon any Holder may be given or served in writing by deposit thereof, postage prepaid, in the mail, addressed to such Holder as (i) such Holder's name and address may appear in the register of the Holders maintained by the Indenture Trustee, (ii) in the case of a Holder of a Note maintained on the DTC System, by transmission to such Holder through the DTC communication system or (iii) in the case of a Note deposited with a Common Depositary, by transmission to such Holder through the Common Depositary system. Such notice, demand or other communication to or upon any Holder will be deemed to have been sufficiently given or made, for all purposes, upon mailing or transmission.

Any notice, demand or other communication which is required or permitted to be delivered to us must be given in writing addressed as follows: Freddie Mac, 8200 Jones Branch Drive, McLean, Virginia 22102, Attention: General Counsel and Secretary. The communication will be deemed to have been sufficiently given or made only upon actual receipt of the writing by us.

Governing Law

The Indenture will be governed by and construed in accordance with the laws of the State of New York and the obligations, rights and remedies of the parties to the Indenture will be determined in accordance with such laws without regard to the conflicts of law provisions thereof (other than section 5-1401 of the General Obligations Law).

The Investment Management Agreement

On the Closing Date, the Trust will enter into the Investment Management Agreement with the Investment Manager and the Administrator. Pursuant to the Investment Management Agreement, the Trust will appoint the Investment Manager as investment manager for purposes of directing the investment and reinvestment of the Collateral comprised of cash and Eligible Investments.

The investment guidelines set forth in the Investment Management Agreement will specify investment objectives, policies, directions and restrictions to be followed by the Investment Manager in managing the cash and Eligible Investments in order to comply with the No-Action Letter.

The Administrator will pay the Investment Manager for its services under the Investment Management Agreement.

The Investment Manager will in rendering its services, use a degree of skill and attention no less than that which it exercises with respect to comparable assets that it manages for others who are not subject to registration or other regulation under the Investment Company Act and in a manner which the Investment Manager reasonably believes to be consistent with practices followed by comparable investment managers of national standing investing in assets of the nature and character of the Collateral and consistent with the Investment Guidelines and its fiduciary duty, except as otherwise expressly provided for in the Investment Management Agreement. Subject to the immediately preceding sentence, the Investment Manager will generally follow its customary policies, standards and procedures in performing its duties under the Investment Management Agreement. Except as may otherwise be provided by law, the Investment Manager will not be liable to the Trust for (a) any loss that the Trust may suffer by reason of any investment decision made or other action taken or omitted in good faith by the Investment Manager consistent with the foregoing standard of care; (b) any loss arising from the Investment Manager's adherence to the Investment Guidelines; (c) acting in reliance upon any notices or instructions received from the Administrator including instructions communicated via e-mail; or (d) any act or failure to act by the Custodian, any broker or dealer to which the Investment Manager directs transactions or by any other third party. See "— *The Administration Agreement*" for a description of our indemnification of the Investment Manager and other Transaction Parties.

The Account Control Agreement

On the Closing Date, the Trust will enter into the Account Control Agreement with the Custodian. Pursuant to the Account Control Agreement, the Trust will appoint the Custodian as the custodian to hold all Eligible Investments comprised of certificated securities and instruments in physical form at an office in the United States. All certificated securities and instruments will be credited to the Custodian Account.

The proceeds from the sale of the Notes will be deposited with the Custodian. The Custodian will (i) receive, hold and transfer the Collateral, (ii) perform all the obligations of the Issuer under the Indenture, pursuant to written instructions from the Issuer, that relate to such receipt, holding and transfer of the Collateral, and (iii) comply with any written instruction made by the Issuer or the Indenture Trustee to the Custodian pursuant to the Indenture and the Account Control Agreement.

Pursuant to the Account Control Agreement, the Custodian, the Issuer and the Indenture Trustee will agree that the Custodian Account consists of and will be deemed to consist of a "securities account" (within the

meaning of Section 8-501 of the UCC and Article 1(1)(b) of the Hague Securities Convention) with respect to securities and other financial assets held therein and a "deposit account" (within the meaning of Section 9-102 of the UCC) with respect to deposited cash. The Custodian will agree that: (i) it is a "securities intermediary" (within the meaning of Section 8-102(a)(14) of the UCC) and an "intermediary" (within the meaning of Article 1(1)(c) of the Hague Securities Convention) with respect to any financial assets held therein and a "bank" (as defined in Section 9-102(a)(8) of the UCC) with respect to any cash credited thereto, and the Issuer is the "entitlement holder" (within the meaning of Section 8-102(a)(7) of the UCC) and the "account holder" (within the meaning of Article 1(1)(d) of the Hague Securities Convention), (ii) each item of property (whether a security, an instrument or any other property, other than cash) credited to any of the Accounts will be treated as a "financial asset" (within the meaning of Section 8-102(a)(9) of the UCC); provided, however, nothing in the Account Control Agreement will require the Custodian to credit to any securities account or to treat as a financial asset (within the meaning of Section 8-102(a)(9) of the UCC) any asset in the nature of a general intangible (as defined in Section 9-102(a)(42) of the UCC) or to "maintain" a sufficient quantity thereof (within the meaning of Section 8-504 of the UCC) and (iii) the Collateral in the Custodian Account and any rights or proceeds derived therefrom will be subject to the liens and other security interests in favor of the Indenture Trustee acting on behalf of the Secured Parties as set forth in the Indenture.

All securities and other financial assets credited to the Custodian Account that are in registered form will be registered in the name of, or payable to or to the order of, the Custodian (not in its individual capacity, but solely as Custodian), or its nominee, indorsed to or to the order of the Custodian (not in its individual capacity, but solely as Custodian) or in blank or credited to another securities account maintained in the name of the Custodian (not in its individual capacity, but solely as Custodian); in no case will any financial asset credited to the Custodian Account be registered in the name of the Issuer, payable to the order of the Issuer or specially indorsed to the Issuer unless the foregoing have been specially indorsed to or to the order of the Custodian or in blank.

The Custodian will comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) originated by the Issuer without further consent by the Indenture Trustee. The Issuer, the Indenture Trustee and the Custodian will agree that if at any time the Custodian receives any "entitlement order" (within the meaning of Section 8-102(a)(8) of the UCC), or any other written instruction, originated by the Indenture Trustee pursuant to the Indenture and relating to the Custodian Account, the Custodian will comply with such entitlement order or other written instruction without further consent by the Issuer or any other person. If the Indenture Trustee delivers a Notice of Exclusive Control to the Custodian, the Custodian will cease (i) complying with entitlement orders or other directions concerning the Custodian Account originated by the Issuer and (ii) distributing to the Issuer interest and other distributions on property in the Custodian Account; provided that the Indenture Trustee will not deliver a Notice of Exclusive Control unless an Indenture Event of Default has occurred or a CPA Termination Date has been declared and the Notes have been accelerated pursuant to the terms of the Indenture. The Custodian will have no obligation to act and will be fully protected in refraining from acting, in respect of any such Collateral in the Custodian Account in the absence of such entitlement order or written instruction and will be fully protected in acting on any Notice of Exclusive Control received by it from the Indenture Trustee and will conclusively presume that any such Notice of Exclusive Control has been properly issued. The Custodian will deposit, and direct or otherwise cause each issuer, obligor, guarantor, clearing corporation or other applicable person to pay and deposit, into the Custodian Account under and in accordance with the Indenture all income, distributions and other cash payments and proceeds in respect of the Collateral which are received by it, until such time as the Indenture Trustee may otherwise direct the Custodian in accordance with the Account Control Agreement and the Indenture.

We will pay the Custodian for its services under the Account Control Agreement pursuant to the Administration Agreement.

The Administration Agreement

Pursuant to the Administration Agreement, we will be required to pay the Fees and Expenses (subject to the relevant Expense Cap) of the Indenture Trustee, Custodian, Exchange Administrator, Investment Manager and Owner Trustee. In addition, the Administration Agreement contains provisions for our indemnification of such parties for any loss, liability or expense incurred except for losses, liabilities or expenses caused or incurred by the willful misfeasance, bad faith, fraud or gross negligence in the performance of its obligations and duties

under the Administration Agreement. Under the Administration Agreement and other Basic Documents, each Transaction Party will indemnify certain other Transaction Parties with respect to certain of its actions.

THE PARTIES

Freddie Mac as Sponsor, Administrator and Certificateholder

Freddie Mac, a corporate instrumentality of the United States created and existing under the Freddie Mac Act, is the Sponsor of the Trust and will be appointed by the Trust as the Administrator. Freddie Mac's principal office is located at 8200 Jones Branch Drive, McLean, Virginia 22102. Freddie Mac currently has approximately 5,400 employees in the McLean, Virginia headquarters and in regional offices located in New York, New York, Atlanta, Georgia, Chicago, Illinois, Carrolton, Texas and Los Angeles, California. Freddie Mac conducts business in the U.S. secondary mortgage market by working with a national network of experienced single-family seller/servicers to purchase single-family mortgage loans and to set servicing standards for such mortgage loans. Freddie Mac performs in-house quality control reviews of single-family loans but does not directly originate loans or service loans for third-party investors. See *"Freddie Mac"*.

Prior to the Closing Date, Freddie Mac, as Sponsor, formed the Trust and caused the certificate of trust to be filed with the Secretary of State of the State of Delaware. Pursuant to the Trust Agreement, Freddie Mac, as Sponsor agrees not to take any action which would cause the Trust to become an "investment company" which would be required to register under the Investment Company Act. As Sponsor, Freddie Mac is the sole beneficial owner of the Trust.

The Administrator may assign the Administration Agreement to a corporation or other organization that is a successor (by merger, consolidation or purchase of assets) to the Administrator.

Freddie Mac's senior long-term debt ratings are "AA+" by Standard & Poor's, "Aaa" by Moody's, and "AAA" by Fitch. Its short-term debt ratings are "A-1+" by Standard & Poor's, "P-1" by Moody's and "F1+" by Fitch.

Freddie Mac continues to operate under the conservatorship of the FHFA that commenced on September 6, 2008. From time to time, Freddie Mac is a party to various lawsuits and other legal proceedings arising in the ordinary course of business and is subject to regulatory actions that could materially adversely affect its operations. See "*We are in Conservatorship; Potential Receivership", "Freddie Mac*" and "*Risk Factors — Risks Relating to Freddie Mac*".

The information set forth in this section has been provided by Freddie Mac. No person other than Freddie Mac makes any representation or warranty as to the accuracy or completeness of such information.

Indenture Trustee and Custodian

U.S. Bancorp, with total assets exceeding $467 billion as of December 31, 2018, is the parent company of U.S. Bank, the fifth largest commercial bank in the United States. As of December 31, 2018, U.S. Bancorp served approximately 18 million customers and operated over 3,000 branch offices in 25 states. A network of specialized U.S. Bancorp offices across the nation provides a comprehensive line of banking, brokerage, insurance, investment, mortgage, trust and payment services products to consumers, businesses, and institutions.

U.S. Bank has one of the largest corporate trust businesses in the country, with office locations in 53 domestic and 2 international cities. The Indenture will be administered from U.S. Bank's corporate trust office located at One Federal Street, 3rd Floor, Mailcode EX-MA-FED, Boston, Massachusetts 02110 (and for certificate transfer services, 111 Fillmore Avenue, St. Paul, Minnesota 55107, Attention: Bondholder Services — STACR 2019-FTR1).

U.S. Bank has provided corporate trust services since 1924. As of December 31, 2018, U.S. Bank was providing securities administrator services on more than 200 transactions with $25,161,100,000 of outstanding mortgage-backed securities prime structured products. The Indenture Trustee is required to make each monthly statement available to the Noteholders via the Indenture Trustee's internet website at https://pivot.usbank.com. Noteholders with questions may direct them to the Indenture Trustee's bondholder services group at (800) 934-6802.

Since 2014 various plaintiffs or groups of plaintiffs, primarily investors, have filed claims against U.S. Bank, in its capacity as trustee or successor trustee (as the case may be) under certain RMBS trusts. The plaintiffs or plaintiff groups have filed substantially similar complaints against other RMBS trustees, including Deutsche Bank, Citibank, HSBC, Bank of New York Mellon and Wells Fargo Bank, N.A. The complaints against U.S. Bank allege the trustee caused losses to investors as a result of alleged failures by the sponsors, mortgage loan sellers and servicers for these RMBS trusts and assert causes of action based upon the trustee's purported failure to enforce repurchase obligations of mortgage loan sellers for alleged breaches of representations and warranties concerning loan quality. The complaints also assert that the trustee failed to notify securityholders of purported events of default allegedly caused by breaches of servicing standards by mortgage loan servicers and that the trustee purportedly failed to abide by a heightened standard of care following alleged events of default.

Currently U.S. Bank is a defendant in multiple actions alleging individual or class action claims against the trustee with respect to multiple trusts as described above. Previously, U.S. Bank disclosed that the most substantial case was: *BlackRock Balanced Capital Portfolio et al v. U.S. Bank National Association*, No. 605204/2015 (N.Y. Sup. Ct.) (class action alleging claims with respect to approximately 770 trusts) and a companion class action case involving additional trusts (collectively, the **"BlackRock Cases"**). Some of the trusts implicated in the aforementioned BlackRock Cases, as well as other trusts, are involved in actions brought by separate groups of plaintiffs related to no more than 100 trusts per case.

U.S. Bank cannot make assurances as to the outcome of any of the litigation, or the possible impact of these litigations on the Indenture Trustee or the RMBS trusts. However, U.S. Bank denies liability and believes that it has performed its obligations under the RMBS trusts in good faith, that its actions were not the cause of losses to investors and that it has meritorious defenses, and it intends to contest the plaintiffs' claims vigorously.

The foregoing information concerning the Indenture Trustee has been provided by U.S. Bank. None of the Sponsor, the Initial Purchasers, the Owner Trustee or any of their affiliates takes any responsibility for this information or makes any representation or warranty as to its accuracy or completeness.

At all times, the Indenture Trustee will be required to satisfy the following eligibility criteria: a corporation or national banking association organized and doing business under the laws of the United States or of any State, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least U.S. $50,000,000, having a long-term unsecured debt rating of "A" or higher by Fitch and "A1" or higher by Moody's and subject to supervision or examination by federal or state authority. If such corporation or national banking association publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for purposes of determining eligibility, the combined capital and surplus of such corporation or national banking association will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Indenture Trustee ceases to be eligible in accordance with the foregoing criteria, the Indenture will require the Indenture Trustee to give notice immediately of resignation, such resignation to be effective in no more than 30 days subject only to the designation of a replacement Indenture Trustee as described in *"— Resignation and Removal of the Indenture Trustee; Appointment of Successor"* below. On the Closing Date, U.S. Bank will be the Indenture Trustee.

We may maintain other banking relationships in the ordinary course of business with the Indenture Trustee. The payment of the fees and expenses of the Indenture Trustee is solely our obligation.

Resignation and Removal of the Indenture Trustee; Appointment of Successor

The Indenture Trustee may resign at any time by giving written notice to the Issuer, the Holders and the Protected Party. Upon receiving such notice of resignation, the Issuer will promptly appoint a successor trustee or trustees by written instrument, in duplicate, executed by an authorized officer of the Issuer on behalf of the Issuer, one original copy of which will be delivered to the Indenture Trustee so resigning and one original copy to the successor trustee or trustees, together with a copy to each Holder; provided that such successor indenture trustee will be appointed only upon the written consent of Holders of not less than a majority of the outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges). If no successor indenture trustee is appointed and an instrument of acceptance by a successor indenture trustee is not delivered to the Indenture Trustee within 30 days' after the giving of such notice of resignation, the resigning Indenture Trustee,

the Issuer or any Holder may, petition any court of competent jurisdiction for the appointment of a successor indenture trustee.

The Indenture Trustee may be removed (i) at any time by Holders of not less than 66-2/3% of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges), (ii) at any time when an Indenture Event of Default has occurred and is continuing or when a successor indenture trustee has been appointed at any time the Indenture Trustee ceases to be eligible as described in *"Indenture Trustee"* above, by Holders of not less than a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges), by 30 days prior written notice delivered to the Indenture Trustee and to the Issuer or (iii) at any time when (1) an Indenture Trustee payment-related Indenture Event of Default has occurred and is continuing or (2) the Indenture Trustee fails to deliver the Payment Date Statement to the Protected Party by written notice delivered to the Indenture Trustee and to the Issuer.

If at any time:

(i) the Indenture Trustee ceases to be eligible and fails to resign after written request by the Issuer or by any Holder; or

(ii) the Indenture Trustee becomes incapable of acting or is adjudged as bankrupt or insolvent or a receiver or liquidator of the Indenture Trustee or of its property is appointed or any public officer takes charge or control of the Indenture Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case (A) the Issuer, by written order or request of the Issuer, may remove the Indenture Trustee, (B) any Holder may, on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee, or (C) the Protected Party may remove the Indenture Trustee.

If the Indenture Trustee resigns, is removed or becomes incapable of acting for any reason, the Issuer, by written order or request, will promptly appoint a successor Indenture Trustee. If the Issuer fails to appoint a successor indenture trustee within 60 days after such resignation, removal or incapability, a successor indenture trustee may be appointed by a majority of the aggregate outstanding Class Principal Balance of the Original Notes (without giving effect to exchanges) by written notice delivered to the Issuer and the retiring Indenture Trustee. If no successor indenture trustee is so appointed by the Issuer or such Holders and has accepted appointment in the manner set forth in the Indenture, any Holder may, on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor indenture trustee.

Resignation and Removal of the Custodian

The Custodian will be deemed removed or replaced, as applicable, upon the effective resignation or removal of the Indenture Trustee in accordance with the terms of the Indenture and the replacement successor indenture trustee will also be designated and appointed as the successor custodian or will appoint a successor custodian and such designation and appointment will be deemed accepted upon the effective appointment of such successor indenture trustee.

Investment Manager

U.S. Bancorp Asset Management, Inc. will act as the Investment Manager. U.S. Bancorp Asset Management, Inc. is an affiliate and wholly-owned subsidiary of U.S. Bank, and provides investment management services to institutional clients such as funds, corporations, public entities, foundations, endowments and other institutions (and occasionally individuals). As of December 31, 2018, U.S. Bancorp Asset Management, Inc. had approximately $81 billion in assets under management. U.S. Bancorp Asset Management, Inc. is a registered investment adviser pursuant to the Investment Advisers Act of 1940.

Owner Trustee

Wilmington Trust, National Association will act as the Owner Trustee. Wilmington Trust, National Association (formerly called M & T Bank, National Association)—also referred to herein as the "owner trustee"—is a national banking association with trust powers incorporated in 1995. The issuing entity owner trustee's principal place of business is located at 1100 North Market Street, Wilmington, Delaware 19890.

Wilmington Trust, National Association is an affiliate of Wilmington Trust Company and both Wilmington Trust, National Association and Wilmington Trust Company are subsidiaries of Wilmington Trust Corporation. Since 1998, Wilmington Trust Company has served as owner trustee in numerous asset-backed securities transactions involving residential mortgages.

On May 16, 2011, after receiving all required shareholder and regulatory approvals, Wilmington Trust Corporation, the parent of Wilmington Trust, National Association, through a merger, became a wholly-owned subsidiary of M&T Bank Corporation, a New York corporation.

Wilmington Trust, National Association is subject to various legal proceedings that arise from time to time in the ordinary course of business. Wilmington Trust, National Association does not believe that the ultimate resolution of any of these proceedings will have a materially adverse effect on its services as owner trustee.

Other than the above three paragraphs, Wilmington Trust, National Association has not participated in the preparation of, and is not responsible for, any other information contained in this Memorandum.

The Owner Trustee must at all times (i) be a bank or trust company satisfying the provisions of Section 3807(a) of the Delaware Trust Statute; (ii) be authorized to exercise corporate trust powers; (iii) have, or have a parent that has, a combined capital and surplus of at least $50,000,000; (iv) not be an Affiliate of the Sponsor; and (v) be subject to supervision or examination by federal or state authorities. If such corporation is required to publish reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purpose of satisfying such requirements, the combined capital and surplus of such corporation will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Owner Trustee ceases to be eligible in accordance with the provisions of the Trust Agreement, the Owner Trustee will resign immediately in the manner and with the effect specified in the Trust Agreement.

Exchange Administrator

U.S. Bank will act as the Exchange Administrator. The Exchange Administrator will perform certain administrative functions with respect to exchanging Exchangeable Notes for MAC Notes and vice versa (including any exchanges of a Class of MAC Notes for other Classes of MAC Notes), as described in "*MAC Notes — Exchange Procedures*".

The Exchange Administrator will, among other duties set forth in the Indenture, administer all exchanges of Exchangeable Notes for MAC Notes and vice versa, which will include receiving notices of requests for such exchanges from Noteholders, accepting the Notes to be exchanged, and giving notice to the Indenture Trustee of all such exchanges. The Indenture Trustee will make all subsequent payments in accordance with such notice, unless notified of a subsequent exchange by the Exchange Administrator.

The Exchange Administrator may resign immediately at any time by giving written notice thereof to us and the Noteholders; provided, however, that in the event of U.S. Bank's resignation or removal as Indenture Trustee pursuant to the Indenture such notice will not be required and such resignation or removal will occur at the same time as the resignation or removal of U.S. Bank as Indenture Trustee. We may terminate the Exchange Administrator at any time upon 30 days' written notice. No resignation or removal of the Exchange Administrator and no appointment of a successor exchange administrator will become effective until the acceptance of appointment by a successor exchange administrator.

HISTORICAL INFORMATION

Loan-level credit performance data on a portion of fully-amortizing fixed-rate single-family mortgage loans, that we purchased or included in securities that we guaranteed between January 1, 1999 and December 31, 2017 is available online at http://www.freddiemac.com/research/datasets/sf_loanlevel_dataset.html. The Single Family Loan-Level Dataset provides actual loss data and monthly loan performance data, including credit performance information up to and including property disposition, through June 30, 2018. Specific credit performance information in the dataset includes voluntary prepayments and loans that were foreclosure alternatives and REOs. Specific actual loss data in the dataset includes net sales proceeds, mortgage insurance recoveries, non-mortgage insurance recoveries, expenses, current deferred UPB, and due date of last paid installment. Access to this web address is unrestricted and free of charge. The various mortgage loans for which performance information is shown at the above internet address had initial characteristics that differed, and may have differed in ways that were material to the performance of those mortgage loans. These differing characteristics include, among others, product type, credit quality, geographic concentration, average principal balance, weighted average interest rate, weighted average LTV ratio and weighted average term to maturity. None of us, the Initial Purchasers, the Indenture Trustee or the Exchange Administrator make any representation, and you should not assume, that the performance information shown at the above internet address is in any way indicative of the performance of the Reference Obligations.

The Single Family Loan-Level Dataset available on our website relating to any of our mortgage loans is not deemed to be part of this Memorandum. Various factors may affect the prepayment, delinquency and loss performance of the mortgage loans over time.

The Reference Obligations may not perform in the same manner as the mortgage loans in the Single Family Loan-Level Dataset as a result of the various credit and servicing standards we have implemented over time. Due to adverse market and economic conditions, and based in part on our reviews of the underwriting quality for loans originated in 2005 through 2008, we implemented several credit changes since 2008. These credit changes are defined by specified criteria such as LTV ratio, Credit Score and DTI. We cannot predict how these credit changes will affect the performance of the Reference Obligations compared to the performance of prior vintages of mortgage loans. See also *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Underwriting Standards Used by Many of Our Sellers May be Less Stringent than Required by Our Guide"* and *"— Servicers May Not Follow the Requirements of Our Guide or TOBs, and Servicing Standards May Change Periodically"*.

PREPAYMENT AND YIELD CONSIDERATIONS

Credit Events and Modification Events

The number and timing of Credit Events and Modification Events on the Reference Obligations and the actual losses realized with respect thereto will affect the yield on the Notes. Credit Events and Modification Events can be caused by, but not limited to, mortgagor mismanagement of credit and unforeseen events. The rate of delinquencies on refinanced mortgage loans may be higher than for other types of mortgage loans. Furthermore, the rate and timing of Credit Events and Modification Events and the actual losses realized with respect thereto on the Reference Obligations will be affected by the general economic condition of the region of the country in which the related mortgaged properties are located. The risk of Credit Events and Modification Events is greater and prepayments are less likely in regions where a weak or deteriorating economy exists, as may be evidenced by, among other factors, increasing unemployment or falling property values. The yield on any Class of Notes and the rate and timing of Credit Events and Modification Events on the Reference Obligations may also be affected by servicing decisions by the applicable servicer, including decisions relating to charge off or modification of a Reference Obligation.

Prepayment Considerations and Risks

The rate of principal payments on the Notes and the yield to maturity (or to early redemption) of Notes purchased at a price other than par are directly related to the rate and timing of payments of principal on the Reference Obligations. The principal payments on the Reference Obligations may be in the form of scheduled

principal or unscheduled principal. Any unscheduled principal payments on the Reference Obligations may result in the acceleration of principal payments to the Noteholders that would otherwise be distributed over the remaining term of the Reference Obligations.

The rate at which mortgage loans in general prepay may be influenced by a number of factors, including general economic conditions, mortgage market interest rates, availability of mortgage funds, the value of the mortgaged property and the mortgagor's net equity therein, solicitations, servicer decisions and homeowner mobility.

- In general, if prevailing mortgage interest rates fall significantly below the mortgage rates on the Reference Obligations, the Reference Obligations are likely to prepay at higher rates than if prevailing mortgage interest rates remain at or above the mortgage rates on the Reference Obligations.
- Conversely, if prevailing mortgage interest rates rise above the mortgage rates on the Reference Obligations, the rate of prepayment would be expected to decrease.

The timing of changes in the rate of prepayments may significantly affect your actual yield to maturity, even if the average rate of principal prepayments is consistent with your expectations. In general, the earlier the payment of principal of the Reference Obligations the greater the effect on your yield to maturity. If you hold any Interest Only MAC Notes and principal payments allocated to the related Exchangeable Notes occur at a faster rate than you assumed, your actual yield to maturity will be lower than assumed or you may not even recover your investments in such Interest Only MAC Notes. As a result, the effect on your yield due to principal prepayments occurring at a rate higher (or lower) than the rate you anticipate during the period immediately following the issuance of the Notes may not be offset by a subsequent like reduction (or increase) in the rate of principal prepayments. You should also consider the risk, in the case of a Note purchased at a discount, that a slower than anticipated rate of payments in respect of principal (including prepayments) on the Reference Obligations will have a negative effect on the yield to maturity of such Note. You should also consider the risk, in the case of a Note purchased at a premium, that a faster than anticipated rate of payments in respect of principal (including prepayments) on the Reference Obligations will have a negative effect on the yield to maturity of such Note. You must make decisions as to the appropriate prepayment assumptions to be used in deciding whether to purchase Notes.

A mortgagor may make a full or partial prepayment on a mortgage loan at any time without paying a penalty. A mortgagor may fully prepay a mortgage loan for several reasons, including an early payoff, a sale of the related mortgaged property or a refinancing of the mortgage loan. A mortgagor who makes a partial prepayment of principal may request that the monthly principal and interest installments be recalculated, provided that the monthly payments are current. Any recalculation of payments must be documented by a modification agreement. The recalculated payments cannot result in an extended maturity date or a change in the interest rate. The rate of payment of principal may also be affected by any removal from the Reference Pool of some or all of the Reference Obligations as required by the Indenture. See *"Summary — Reference Pool"*. We may also remove Reference Obligations from the Reference Pool because they do not satisfy the Eligibility Criteria. Any removals will shorten the Weighted Average Lives of the Notes.

The Reference Obligations will typically include "due-on-sale" clauses which allow the holder of such Reference Obligation to demand payment in full of the remaining principal balance upon sale or certain transfers of the property securing such Reference Obligation.

Acceleration of Reference Obligations as a result of enforcement of "due-on-sale" provisions in connection with transfers of the related mortgaged properties or the occurrence of certain other events resulting in acceleration would affect the level of prepayments on the Reference Obligations, which in turn would affect the Weighted Average Lives of the Classes of Notes.

In recent years, modifications and other default resolution procedures other than foreclosure, such as deeds in lieu of foreclosure and short sales, have become more common and those servicing decisions, rather than foreclosure, may affect the rate of principal prepayments on the Reference Obligations.

In addition, in the event that a Reference Obligation in the Reference Pool is refinanced in the future under the Enhanced Relief Refinance Program and is replaced with the corresponding Enhanced Relief Refinance

Reference Obligation, you should expect that a prepayment in full of such refinanced Reference Obligation may not occur and that such corresponding Enhanced Relief Refinance Reference Obligation will remain in the Reference Pool until the occurrence of a Reference Pool Removal. Conversely, should the CFTC not grant our request to amend the No-Action Letter as described in this Memorandum, resulting in our inability to replace Reference Obligations in the Reference Pool in the future with the corresponding Enhanced Relief Refinance Reference Obligations (or for any other reason any Reference Obligation in the Reference Pool is not permitted to be replaced with a corresponding Enhanced Relief Refinance Reference Obligation), you should expect that a prepayment in full of such refinanced Reference Obligations will occur upon the refinancing of such Reference Obligations.

You should understand that the timing of changes in One-Month LIBOR may affect the actual yields on the Notes (other than the Interest Only MAC Notes) even if the average rate of One-Month LIBOR is consistent with your expectations. You must make an independent decision as to the appropriate One-Month LIBOR assumptions to be used in deciding whether to purchase a Note.

MAC Notes

The payment characteristics and experiences of the MAC Notes reflect the payment characteristics of the related Exchangeable Notes that may be exchanged for such MAC Notes. Accordingly, investors in the MAC Notes should consider the prepayment and yield considerations described herein of the related Exchangeable Notes as if they were investing directly in such Exchangeable Notes. In addition, if investors purchase Interest Only MAC Notes and principal payments allocated to the related Class of Exchangeable Notes occur at a faster rate than such investors assumed, such investors' actual yield to maturity will be lower than assumed or such investors may not even recover their investments in such MAC Notes.

Assumptions Relating to Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Tables, Cumulative Note Write-down Amount Tables and Yield Tables

The tables on the following pages have been prepared on the basis of the following Modeling Assumptions:

(a) The Reference Obligations consist of the assumed mortgage loans having the characteristics shown in Appendix C;

(b) the original Class Principal Balances for the Original Notes are as set forth or described in Table 1, the maximum Class Principal Balances or Notional Principal Amounts, as applicable, for the MAC Notes are as set forth or described in Table 1 and the Class Coupons for each of the Classes of Notes and Reference Tranches are as set forth or described in Table 1;

(c) the scheduled monthly payment for each Reference Obligation is based on its outstanding principal balance, per annum interest rate and remaining term to maturity so that it will fully amortize in amounts sufficient for the repayment thereof over its remaining term to maturity;

(d) (i) other than with respect to the Declining Balances Tables, the Reference Obligations experience Credit Events at the indicated CER percentages, there is no lag between the related Credit Event Amounts and the application of any related Recovery Principal, the Preliminary Principal Loss Amount is equal to 25% of the Credit Event Amount; and (ii) with respect to the Declining Balances Tables, the Reference Obligations do not experience any Credit Events;

(e) the Delinquency Test is satisfied for each Payment Date;

(f) each monthly payment of scheduled principal and interest on the Reference Obligations is timely received on the first day of each month beginning in April 2019;

(g) principal prepayments in full on the Reference Obligations are received, together with 30 days' interest thereon, on the last day of each month beginning in April 2019;

(h) there are no partial principal prepayments on the Reference Obligations;

(i) the Reference Obligations prepay at the indicated CPR percentages;

(j) no Reference Obligations are purchased or removed from, or reinstated to, the Reference Pool and no mortgage loans are substituted for the Reference Obligations included in the Reference Pool on the Closing Date;

(k) (i) with respect to the Declining Balances Tables and the Credit Event Sensitivity Tables, the Reference Obligations do not experience Modification Events; and (ii) with respect to the Weighted Average Life Tables, the Cumulative Note Write-down Amount Tables and the Yield Tables that have RM percentages greater than zero: (x) all Modification Events are effective as of the first day of the first month corresponding to the Reporting Period for all principal collections, other than full prepayments, for the first Payment Date and continue through the Scheduled Maturity Date; (y) RM are applied to all Reference Obligations at the indicated RM percentages; and (z) Modification Loss Amounts for the Payment Date in June 2019, will be the sum of (I) the Modification Loss Amounts calculated as of April 1, 2019 based on the UPB of the Reference Obligations as of the Cut-off Date and (II) the Modification Loss Amounts calculated as of May 1, 2019 based on the UPB of the Reference Obligations as of April 1, 2019;

(l) there are no data corrections in connection with the Reference Obligations;

(m) there is no early redemption (except as specified in the tables occurring on the earlier of: (i) the Payment Date occurring in May 2029 and (ii) the Payment Date in which the aggregate UPB of the Reference Obligations is less than or equal to 10% of the Cut-off Date Balance of the Reference Pool);

(n) there are no Reversed Credit Event Reference Obligations, Modification Gain Amounts or Origination Rep and Warranty/Servicing Breach Settlement Amounts;

(o) the Projected Recovery Amount is equal to zero;

(p) the Original Notes are issued on May 21, 2019;

(q) cash payments on the Notes are received on the 25th day of each month beginning in June 2019 as described under *"Description of The Notes"*;

(r) One-Month LIBOR is assumed to remain constant at [ ]% per annum;

(s) each Class of Notes is outstanding from the Closing Date to retirement and no exchanges occur; and

(t) no Enhanced Relief Refinance Reference Obligations are created and included in the Reference Pool.

Although the characteristics of the Reference Obligations for the Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Tables, Cumulative Note Write-down Amount Tables and Yield Tables have been prepared on the basis of the weighted average characteristics of the mortgage loans which are expected to be in the Reference Pool, there is no assurance that the Modeling Assumptions will reflect the actual characteristics or performance of the Reference Obligations or that the performance of the Notes will conform to the results set forth in the tables.

Weighted Average Lives of the Notes

We have calculated the Weighted Average Lives for the Class B-2AI Notes assuming that a reduction in its Notional Principal Amount is a reduction in Class Principal Balance. The Weighted Average Lives of the Notes will be influenced by, among other things, the rate at which principal of the Reference Obligations is actually paid by the related mortgagor, the timing of changes in such rate of principal payments and the timing and rate of allocation of Tranche Write-down Amounts and Tranche Write-up Amounts to the Notes. The interaction of the foregoing factors may have different effects on each Class of Notes and the effects on any such Class may vary at different times during the life of such Class. Accordingly, no assurance can be given as to the Weighted Average Life of any Class of Notes. For an example of how the Weighted Average Lives of the Notes are affected by the foregoing factors at various rates of prepayment and Credit Events, see the Weighted Average Life Tables and Declining Balances Tables set forth below.

Prepayments on mortgage loans are commonly measured relative to a constant prepayment standard or model. The model used in this Memorandum for the Reference Obligations is a CPR. CPR assumes that the

outstanding principal balance of a pool of mortgage loans prepays at a specified constant annual rate. In projecting monthly cashflows, this rate is converted to an equivalent monthly rate.

CPR does not purport to be either a historical description of the prepayment experience of mortgage loans or a prediction of the anticipated rate of prepayment of any mortgage loans, including the Reference Obligations. The percentages of CPR in the tables below do not purport to be historical correlations of relative prepayment experience of the Reference Obligations or predictions of the anticipated relative rate of prepayment of the Reference Obligations. Variations in the prepayment experience and the principal balance of the Reference Obligations that prepay may increase or decrease the percentages of original Class Principal Balances and initial Notional Principal Amounts (and Weighted Average Lives) shown in the Declining Balances Tables below and may affect the Weighted Average Lives shown in the Weighted Average Life Tables below. Such variations may occur even if the average prepayment experience of all such Reference Obligations equals any of the specified percentages of CPR.

It is highly unlikely that the Reference Obligations will have the precise characteristics referred to in this Memorandum or that they will prepay or experience Credit Events or Modification Events at any of the rates specified or times assumed, as applicable, or that Credit Events or Modification Events will be incurred according to one particular pattern. The Weighted Average Life Tables, Credit Event Sensitivity Table, Cumulative Note Write-down Amount Tables and Yield Tables below assume a constant rate of Reference Obligations becoming Credit Event Reference Obligations each month relative to the then-outstanding aggregate principal balance of the Reference Obligations. This assumed Credit Event Rate (or "CER") does not purport to be either a historical description of the default experience of the Reference Obligations or a prediction of the anticipated rate of defaults on the Reference Obligations. The rate and extent of actual defaults experienced on the Reference Obligations are likely to differ from those assumed and may differ significantly. A Credit Event Rate of 1% assumes Reference Obligations become Credit Event Reference Obligations at an annual rate of 1% which remains constant through the remaining lives of such Reference Obligations. Further, it is unlikely the Reference Obligations will become Credit Event Reference Obligations at any specified Credit Event Rate.

The Weighted Average Life Tables, the Cumulative Note Write-down Amount Tables and the Yield Tables with interest RM percentages greater than 0% have been prepared on the basis of the Modeling Assumptions described above under *"— Assumptions Relating to Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Tables, Cumulative Note Write-down Amount Tables and Yield Tables"*. These RM percentages do not purport to be either a historical description of the default, modification or cure experience of the Reference Obligations or a prediction of the anticipated rate of defaults, modifications or cures of the Reference Obligations. The rate and extent of actual modifications experienced on the Reference Obligations are likely to differ from those assumed and may differ significantly. A Modification Event with a RM percentage of 2% assumes the gross coupon of the Reference Obligations is reduced by 2% and such Modification Event remains in effect through the remaining lives of such Reference Obligations. Further, it is unlikely the Reference Obligations will experience Modification Events at any specified percentage.

The Weighted Average Life Tables and the Declining Balances Tables have been prepared on the basis of the Modeling Assumptions described above under *"— Assumptions Relating to Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Tables, Cumulative Note Write-down Amount Tables and Yield Tables"*. There will likely be discrepancies between the characteristics of the actual mortgage loans included in Reference Pool and the characteristics of the hypothetical mortgage loans assumed in preparing the Weighted Average Life Tables and the Declining Balances Tables. Any such discrepancy may have an adverse effect upon the percentages of original Class Principal Balances and initial Notional Principal Amounts outstanding set forth in the Declining Balances Tables (and the Weighted Average Lives of the Notes set forth in the Weighted Average Life Tables and the Declining Balances Tables). In addition, to the extent that the mortgage loans that actually are included in the Reference Pool have characteristics that differ from those assumed in preparing the following Declining Balances Tables, the Class Principal Balance or Notional Principal Amount, as applicable, of a Class of Notes could be reduced to zero earlier or later than indicated by the applicable Declining Balances Table.

Furthermore, the information contained in the Weighted Average Life Tables and the Declining Balances Tables with respect to the Weighted Average Life of any Note is not necessarily indicative of the Weighted

Average Life of that Class of Notes that might be calculated or projected under different or varying prepayment assumptions.

It is not likely that all of the Reference Obligations will have the interest rates or remaining terms to maturity assumed or that the Reference Obligations will prepay at the indicated CPR percentages or experience Credit Events at the indicated CER percentages. In addition, the diverse remaining terms to maturity of the Reference Obligations could produce slower or faster reductions of the Class Principal Balances and Notional Principal Amounts than indicated in the Declining Balances Tables at the various CPR percentages specified.

Weighted Average Life Tables

Based upon the Modeling Assumptions, the following Weighted Average Life Tables indicate the projected Weighted Average Lives in years of each Class of Notes shown at various CPR percentages, CER percentages and RM percentages.

Class B-2 Weighted Average Life to Scheduled Maturity (years)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	26.94	23.31	17.72	13.22	8.16	5.61	0.000%	0.005%						
0.200%	0.000%	7.03	10.31	14.44	13.54	9.67	6.89	0.120%	0.010%						
0.400%	0.000%	3.31	3.72	4.39	6.69	7.94	6.31	0.240%	0.020%						
0.600%	0.000%	2.16	2.32	2.54	2.86	5.33	5.43	0.360%	0.030%						
0.800%	0.000%	1.60	1.69	1.79	1.93	2.43	4.58	0.480%	0.040%						
1.000%	0.000%	1.27	1.32	1.38	1.46	1.69	2.31	0.600%	0.050%						
1.500%	0.000%	0.83	0.85	0.88	0.90	0.98	1.09	0.900%	0.075%						
2.000%	0.000%	0.61	0.62	0.64	0.65	0.69	0.73	1.200%	0.100%						
3.000%	0.000%	0.39	0.40	0.40	0.41	0.42	0.44	1.800%	0.150%						

Class B-2 Weighted Average Life to Early Redemption (years)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	10.01	10.01	10.01	10.01	7.13	4.92	0.000%	0.005%						
0.200%	0.000%	6.75	7.51	8.13	8.64	7.06	4.99	0.120%	0.010%						
0.400%	0.000%	3.31	3.72	4.39	5.42	5.53	4.46	0.240%	0.020%						
0.600%	0.000%	2.16	2.32	2.54	2.86	3.95	3.73	0.360%	0.030%						
0.800%	0.000%	1.60	1.69	1.79	1.93	2.43	2.95	0.480%	0.040%						
1.000%	0.000%	1.27	1.32	1.38	1.46	1.69	2.21	0.600%	0.050%						
1.500%	0.000%	0.83	0.85	0.88	0.90	0.98	1.09	0.900%	0.075%						
2.000%	0.000%	0.61	0.62	0.64	0.65	0.69	0.73	1.200%	0.100%						
3.000%	0.000%	0.39	0.40	0.40	0.41	0.42	0.44	1.800%	0.150%						

Class B-2A, B-2AR and B-2AI Weighted Average Life to Scheduled Maturity (years)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	26.42	21.76	15.67	11.43	6.98	4.78	0.000%	0.005%						
0.200%	0.000%	9.66	15.52	22.35	15.82	8.38	5.41	0.120%	0.010%						
0.400%	0.000%	4.50	5.17	6.34	10.69	11.80	6.33	0.240%	0.020%						
0.600%	0.000%	2.94	3.20	3.56	4.11	8.81	8.34	0.360%	0.030%						
0.800%	0.000%	2.18	2.31	2.49	2.72	3.61	7.72	0.480%	0.040%						
1.000%	0.000%	1.72	1.81	1.91	2.04	2.44	3.59	0.600%	0.050%						
1.500%	0.000%	1.13	1.16	1.20	1.25	1.38	1.57	0.900%	0.075%						
2.000%	0.000%	0.83	0.85	0.87	0.90	0.96	1.04	1.200%	0.100%						
3.000%	0.000%	0.54	0.55	0.56	0.57	0.59	0.62	1.800%	0.150%						

Class B-2A, B-2AR and B-2AI Weighted Average Life to Early Redemption (years)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	10.01	10.01	10.01	10.01	6.91	4.75	0.000%	0.005%						
0.200%	0.000%	9.10	9.91	10.01	10.01	7.34	4.98	0.120%	0.010%						
0.400%	0.000%	4.50	5.17	6.34	8.13	7.26	5.01	0.240%	0.020%						
0.600%	0.000%	2.94	3.20	3.56	4.11	6.04	5.01	0.360%	0.030%						
0.800%	0.000%	2.18	2.31	2.49	2.72	3.61	4.46	0.480%	0.040%						
1.000%	0.000%	1.72	1.81	1.91	2.04	2.44	3.38	0.600%	0.050%						
1.500%	0.000%	1.13	1.16	1.20	1.25	1.38	1.57	0.900%	0.075%						
2.000%	0.000%	0.83	0.85	0.87	0.90	0.96	1.04	1.200%	0.100%						
3.000%	0.000%	0.54	0.55	0.56	0.57	0.59	0.62	1.800%	0.150%						

Class B-2B Weighted Average Life to Scheduled Maturity (years)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	27.45	24.85	19.77	15.01	9.34	6.44	0.000%	0.005%						
0.200%	0.000%	4.39	5.10	6.53	11.26	10.96	8.37	0.120%	0.010%						
0.400%	0.000%	2.12	2.26	2.45	2.70	4.09	6.30	0.240%	0.020%						
0.600%	0.000%	1.39	1.45	1.52	1.60	1.86	2.51	0.360%	0.030%						
0.800%	0.000%	1.03	1.06	1.10	1.14	1.25	1.44	0.480%	0.040%						
1.000%	0.000%	0.82	0.83	0.86	0.88	0.94	1.04	0.600%	0.050%						
1.500%	0.000%	0.53	0.54	0.55	0.56	0.58	0.61	0.900%	0.075%						
2.000%	0.000%	0.39	0.39	0.40	0.40	0.41	0.43	1.200%	0.100%						
3.000%	0.000%	0.25	0.25	0.25	0.25	0.26	0.26	1.800%	0.150%						

Class B-2B Weighted Average Life to Early Redemption (years)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	10.01	10.01	10.01	10.01	7.34	5.09	0.000%	0.005%						
0.200%	0.000%	4.39	5.10	6.25	7.27	6.78	5.01	0.120%	0.010%						
0.400%	0.000%	2.12	2.26	2.45	2.70	3.79	3.91	0.240%	0.020%						
0.600%	0.000%	1.39	1.45	1.52	1.60	1.86	2.45	0.360%	0.030%						
0.800%	0.000%	1.03	1.06	1.10	1.14	1.25	1.44	0.480%	0.040%						
1.000%	0.000%	0.82	0.83	0.86	0.88	0.94	1.04	0.600%	0.050%						
1.500%	0.000%	0.53	0.54	0.55	0.56	0.58	0.61	0.900%	0.075%						
2.000%	0.000%	0.39	0.39	0.40	0.40	0.41	0.43	1.200%	0.100%						
3.000%	0.000%	0.25	0.25	0.25	0.25	0.26	0.26	1.800%	0.150%						

Declining Balances Tables

Based upon the Modeling Assumptions, the following Declining Balances Tables indicate the projected Weighted Average Lives of each Class of Notes and sets forth the percentages of the original Class Principal Balance or original Notional Principal Amount, as applicable, of each Class that would be outstanding after each of the dates shown at various CPR percentages.

Percentages of Original Balances Outstanding* and Weighted Average Lives

	Class B-2					
	CPR Prepayment Assumption					
Date	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
Closing Date	100	100	100	100	100	100
May 25, 2020	100	100	100	100	100	100
May 25, 2021	100	100	100	100	100	100
May 25, 2022	100	100	100	100	100	100
May 25, 2023	100	100	100	100	100	100
May 25, 2024	100	100	100	100	100	63
May 25, 2025	100	100	100	100	100	31
May 25, 2026	100	100	100	100	72	12
May 25, 2027	100	100	100	100	46	0
May 25, 2028	100	100	100	100	27	0
May 25, 2029	100	100	100	100	13	0
May 25, 2030	100	100	100	82	3	0
May 25, 2031	100	100	100	63	0	0
May 25, 2032	100	100	100	47	0	0
May 25, 2033	100	100	100	33	0	0
May 25, 2034	100	100	84	23	0	0
May 25, 2035	100	100	68	14	0	0
May 25, 2036	100	100	54	6	0	0
May 25, 2037	100	100	41	0	0	0
May 25, 2038	100	100	30	0	0	0
May 25, 2039	100	100	21	0	0	0
May 25, 2040	100	87	13	0	0	0
May 25, 2041	100	70	5	0	0	0
May 25, 2042	100	53	0	0	0	0
May 25, 2043	100	37	0	0	0	0
May 25, 2044	100	22	0	0	0	0
May 25, 2045	92	7	0	0	0	0
May 25, 2046	45	0	0	0	0	0
May 25, 2047 and after	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	26.94	23.31	17.72	13.22	8.16	5.61
Weighted Average Life (years) to Early Redemption Date**	10.01	10.01	10.01	10.01	7.13	4.92

* Rounded to the nearest whole percentage.
** Based on assumption that the Early Redemption Date occurs on the first eligible Payment Date.

	Class B-2A, B-2AR and B-2AI					
	CPR Prepayment Assumption					
Date	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
Closing Date	100	100	100	100	100	100
May 25, 2020	100	100	100	100	100	100
May 25, 2021	100	100	100	100	100	100
May 25, 2022	100	100	100	100	100	100
May 25, 2023	100	100	100	100	100	100
May 25, 2024	100	100	100	100	100	26
May 25, 2025	100	100	100	100	100	0
May 25, 2026	100	100	100	100	43	0
May 25, 2027	100	100	100	100	0	0
May 25, 2028	100	100	100	100	0	0
May 25, 2029	100	100	100	100	0	0
May 25, 2030	100	100	100	63	0	0
May 25, 2031	100	100	100	25	0	0
May 25, 2032	100	100	100	0	0	0
May 25, 2033	100	100	100	0	0	0
May 25, 2034	100	100	69	0	0	0
May 25, 2035	100	100	36	0	0	0
May 25, 2036	100	100	8	0	0	0
May 25, 2037	100	100	0	0	0	0
May 25, 2038	100	100	0	0	0	0
May 25, 2039	100	100	0	0	0	0
May 25, 2040	100	75	0	0	0	0
May 25, 2041	100	39	0	0	0	0
May 25, 2042	100	5	0	0	0	0
May 25, 2043	100	0	0	0	0	0
May 25, 2044	100	0	0	0	0	0
May 25, 2045	85	0	0	0	0	0
May 25, 2046 and after	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	26.42	21.76	15.67	11.43	6.98	4.78
Weighted Average Life (years) to Early Redemption Date**	10.01	10.01	10.01	10.01	6.91	4.75

** Based on the assumption that the Early Redemption Date occurs on the first eligible Payment Date.

	Class B-2B					
	CPR Prepayment Assumption					
Date	0%	5%	10%	15%	25%	35%
Closing Date	100	100	100	100	100	100
May 25, 2020	100	100	100	100	100	100
May 25, 2021	100	100	100	100	100	100
May 25, 2022	100	100	100	100	100	100
May 25, 2023	100	100	100	100	100	100
May 25, 2024	100	100	100	100	100	100
May 25, 2025	100	100	100	100	100	63
May 25, 2026	100	100	100	100	100	23
May 25, 2027	100	100	100	100	92	0
May 25, 2028	100	100	100	100	54	0
May 25, 2029	100	100	100	100	27	0
May 25, 2030	100	100	100	100	7	0
May 25, 2031	100	100	100	100	0	0
May 25, 2032	100	100	100	93	0	0
May 25, 2033	100	100	100	67	0	0
May 25, 2034	100	100	100	45	0	0
May 25, 2035	100	100	100	27	0	0
May 25, 2036	100	100	100	12	0	0
May 25, 2037	100	100	83	0	0	0
May 25, 2038	100	100	61	0	0	0
May 25, 2039	100	100	42	0	0	0
May 25, 2040	100	100	25	0	0	0
May 25, 2041	100	100	10	0	0	0
May 25, 2042	100	100	0	0	0	0
May 25, 2043	100	73	0	0	0	0
May 25, 2044	100	43	0	0	0	0
May 25, 2045	100	15	0	0	0	0
May 25, 2046	90	0	0	0	0	0
May 25, 2047 and after	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	27.45	24.85	19.77	15.01	9.34	6.44
Weighted Average Life (years) to Early Redemption Date**	10.01	10.01	10.01	10.01	7.34	5.09

** Based on the assumption that the Early Redemption Date occurs on the first eligible Payment Date.

Yield Considerations with Respect to the Notes

The Weighted Average Life of, and the yield to maturity on, the Notes will be sensitive to the rate and timing of Credit Events and Modification Events on the Reference Obligations (and the severity of losses realized with respect thereto). If the actual rate of Credit Events and Modification Events on the Reference Obligations (and the severity of the losses realized with respect thereto) is higher than those you assumed would occur, the actual yield to maturity of a Note may be lower than the expected yield. The timing of Credit Events and Modification Events on Reference Obligations will also affect your actual yield to maturity, even if the rate of Credit Events and Modification Events is consistent with your expectations. See *"Prepayment and Yield Considerations"*.

Credit Event Sensitivity Tables

Based upon the Modeling Assumptions, the following Credit Event Sensitivity Tables indicate the projected cumulative Credit Event Amount divided by aggregate UPB of the Reference Obligations in the Reference Pool as of the Cut-off Date shown at various CPR percentages and CER percentages.

Cumulative Credit Event Amounts (as % of Reference Pool Cut-off Date Balance) to Scheduled Maturity

CER	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.20%	3.3%	2.1%	1.4%	1.0%	0.6%	0.4%
0.40%	6.5%	4.1%	2.8%	2.1%	1.3%	0.9%
0.60%	9.6%	6.1%	4.2%	3.1%	1.9%	1.3%
0.80%	12.6%	8.0%	5.5%	4.1%	2.6%	1.8%
1.00%	15.5%	9.9%	6.8%	5.1%	3.2%	2.2%
1.50%	22.1%	14.3%	10.0%	7.4%	4.7%	3.3%
2.00%	28.2%	18.4%	13.0%	9.7%	6.2%	4.4%
3.00%	38.7%	25.7%	18.4%	14.0%	9.0%	6.4%

Cumulative Credit Event Amounts (as % of Reference Pool Cut-off Date Balance) to Early Redemption

CER	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.20%	1.8%	1.4%	1.1%	0.9%	0.6%	0.4%
0.40%	3.5%	2.8%	2.2%	1.8%	1.2%	0.8%
0.60%	5.3%	4.2%	3.4%	2.7%	1.7%	1.2%
0.80%	7.0%	5.5%	4.4%	3.6%	2.3%	1.6%
1.00%	8.6%	6.9%	5.5%	4.5%	2.9%	2.0%
1.50%	12.7%	10.1%	8.1%	6.6%	4.3%	3.0%
2.00%	16.6%	13.2%	10.6%	8.7%	5.6%	3.9%
3.00%	23.8%	19.1%	15.4%	12.6%	8.2%	5.8%

Cumulative Note Write-down Amount Tables

Based upon the Modeling Assumptions, the following Cumulative Note Write-down Amount Tables indicate the projected cumulative write-down of the Class Principal Balance of a Note due to allocation of Tranche Write-down Amounts as a percentage of the Note's original Class Principal Balance at various CPR percentages, CER percentages and RM percentages.

Class B-2 Cumulative Write-down Amount to Scheduled Maturity
(as % of the Class B-2 Original Class Principal Balance)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.000%	0.005%						
0.200%	0.000%	100.0%	96.4%	58.7%	36.9%	14.1%	2.8%	0.120%	0.010%						
0.400%	0.000%	100.0%	100.0%	100.0%	95.5%	50.6%	28.1%	0.240%	0.020%						
0.600%	0.000%	100.0%	100.0%	100.0%	100.0%	86.6%	53.3%	0.360%	0.030%						
0.800%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	78.3%	0.480%	0.040%						
1.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.600%	0.050%						
1.500%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.900%	0.075%						
2.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.200%	0.100%						
3.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.800%	0.150%						

Class B-2 Cumulative Write-down Amount to Early Redemption
(as % of the Class B-2 Original Class Principal Balance)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.000%	0.005%						
0.200%	0.000%	78.9%	57.7%	41.6%	29.4%	10.7%	0.3%	0.120%	0.010%						
0.400%	0.000%	100.0%	100.0%	100.0%	80.8%	43.6%	23.2%	0.240%	0.020%						
0.600%	0.000%	100.0%	100.0%	100.0%	100.0%	76.4%	46.1%	0.360%	0.030%						
0.800%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	68.4%	0.480%	0.040%						
1.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	90.9%	0.600%	0.050%						
1.500%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.900%	0.075%						
2.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.200%	0.100%						
3.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.800%	0.150%						

Class B-2A and B-2AR Cumulative Write-down Amount to Scheduled Maturity
(as % of the respective Class B-2A and B-2AR Original Class Principal Balance)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.000%	0.005%						
0.200%	0.000%	100.0%	92.9%	17.4%	0.0%	0.0%	0.0%	0.120%	0.010%						
0.400%	0.000%	100.0%	100.0%	100.0%	90.9%	1.1%	0.0%	0.240%	0.020%						
0.600%	0.000%	100.0%	100.0%	100.0%	100.0%	73.2%	6.6%	0.360%	0.030%						
0.800%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	56.6%	0.480%	0.040%						
1.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.600%	0.050%						
1.500%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.900%	0.075%						
2.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.200%	0.100%						
3.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.800%	0.150%						

Class B-2A and B-2AR Cumulative Write-down Amount to Early Redemption
(as % of the respective Class B-2A and B-2AR Original Class Principal Balance)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.000%	0.005%						
0.200%	0.000%	57.8%	15.4%	0.0%	0.0%	0.0%	0.0%	0.120%	0.010%						
0.400%	0.000%	100.0%	100.0%	100.0%	61.6%	0.0%	0.0%	0.240%	0.020%						
0.600%	0.000%	100.0%	100.0%	100.0%	100.0%	52.9%	0.0%	0.360%	0.030%						
0.800%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	36.8%	0.480%	0.040%						
1.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	81.8%	0.600%	0.050%						
1.500%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.900%	0.075%						
2.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.200%	0.100%						
3.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.800%	0.150%						

Class B-2B Cumulative Write-down Amount to Scheduled Maturity
(as % of the Class B-2B Original Class Principal Balance)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.000%	0.005%						
0.200%	0.000%	100.0%	100.0%	100.0%	73.8%	28.2%	5.6%	0.120%	0.010%						
0.400%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	56.3%	0.240%	0.020%						
0.600%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.360%	0.030%						
0.800%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.480%	0.040%						
1.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.600%	0.050%						
1.500%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.900%	0.075%						
2.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.200%	0.100%						
3.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.800%	0.150%						

Class B-2B Cumulative Write-down Amount to Early Redemption
(as % of the Class B-2B Original Class Principal Balance)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.000%	0.005%						
0.200%	0.000%	100.0%	100.0%	83.2%	58.7%	21.4%	0.6%	0.120%	0.010%						
0.400%	0.000%	100.0%	100.0%	100.0%	100.0%	87.3%	46.5%	0.240%	0.020%						
0.600%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	92.1%	0.360%	0.030%						
0.800%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.480%	0.040%						
1.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.600%	0.050%						
1.500%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.900%	0.075%						
2.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.200%	0.100%						
3.000%	0.000%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	1.800%	0.150%						

Yield Tables

Based upon the Modeling Assumptions and the assumed prices in the table captions, the following tables show pre-tax yields to maturity (corporate bond equivalent) of the Notes at various CPR percentages, CER percentages and RM percentages.

Class B-2 Pre-Tax Yield to Scheduled Maturity (Assumed Price = [ ]%)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%							0.000%	0.005%						
0.200%	0.000%							0.120%	0.010%						
0.400%	0.000%							0.240%	0.020%						
0.600%	0.000%							0.360%	0.030%						
0.800%	0.000%							0.480%	0.040%						
1.000%	0.000%							0.600%	0.050%						
1.500%	0.000%							0.900%	0.075%						
2.000%	0.000%							1.200%	0.100%						
3.000%	0.000%							1.800%	0.150%						

Class B-2 Pre-Tax Yield to Early Redemption (Assumed Price = [ ]%)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%							0.000%	0.005%						
0.200%	0.000%							0.120%	0.010%						
0.400%	0.000%							0.240%	0.020%						
0.600%	0.000%							0.360%	0.030%						
0.800%	0.000%							0.480%	0.040%						
1.000%	0.000%							0.600%	0.050%						
1.500%	0.000%							0.900%	0.075%						
2.000%	0.000%							1.200%	0.100%						
3.000%	0.000%							1.800%	0.150%						

Class B-2A Pre-Tax Yield to Scheduled Maturity (Assumed Price = [ ]%)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%							0.000%	0.005%						
0.200%	0.000%							0.120%	0.010%						
0.400%	0.000%							0.240%	0.020%						
0.600%	0.000%							0.360%	0.030%						
0.800%	0.000%							0.480%	0.040%						
1.000%	0.000%							0.600%	0.050%						
1.500%	0.000%							0.900%	0.075%						
2.000%	0.000%							1.200%	0.100%						
3.000%	0.000%							1.800%	0.150%						

Class B-2A Pre-Tax Yield to Early Redemption (Assumed Price = [ ]%)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%							0.000%	0.005%						
0.200%	0.000%							0.120%	0.010%						
0.400%	0.000%							0.240%	0.020%						
0.600%	0.000%							0.360%	0.030%						
0.800%	0.000%							0.480%	0.040%						
1.000%	0.000%							0.600%	0.050%						
1.500%	0.000%							0.900%	0.075%						
2.000%	0.000%							1.200%	0.100%						
3.000%	0.000%							1.800%	0.150%						

Class B-2B Pre-Tax Yield to Scheduled Maturity (Assumed Price = [ ]%)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%							0.000%	0.005%						
0.200%	0.000%							0.120%	0.010%						
0.400%	0.000%							0.240%	0.020%						
0.600%	0.000%							0.360%	0.030%						
0.800%	0.000%							0.480%	0.040%						
1.000%	0.000%							0.600%	0.050%						
1.500%	0.000%							0.900%	0.075%						
2.000%	0.000%							1.200%	0.100%						
3.000%	0.000%							1.800%	0.150%						

Class B-2B Pre-Tax Yield to Early Redemption (Assumed Price = [ ]%)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%							0.000%	0.005%						
0.200%	0.000%							0.120%	0.010%						
0.400%	0.000%							0.240%	0.020%						
0.600%	0.000%							0.360%	0.030%						
0.800%	0.000%							0.480%	0.040%						
1.000%	0.000%							0.600%	0.050%						
1.500%	0.000%							0.900%	0.075%						
2.000%	0.000%							1.200%	0.100%						
3.000%	0.000%							1.800%	0.150%						

Class B-2AR Pre-Tax Yield to Scheduled Maturity (Assumed Price = [ ]%)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%							0.000%	0.005%						
0.200%	0.000%							0.120%	0.010%						
0.400%	0.000%							0.240%	0.020%						
0.600%	0.000%							0.360%	0.030%						
0.800%	0.000%							0.480%	0.040%						
1.000%	0.000%							0.600%	0.050%						
1.500%	0.000%							0.900%	0.075%						
2.000%	0.000%							1.200%	0.100%						
3.000%	0.000%							1.800%	0.150%						

Class B-2AR Pre-Tax Yield to Early Redemption (Assumed Price = [ ]%)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%							0.000%	0.005%						
0.200%	0.000%							0.120%	0.010%						
0.400%	0.000%							0.240%	0.020%						
0.600%	0.000%							0.360%	0.030%						
0.800%	0.000%							0.480%	0.040%						
1.000%	0.000%							0.600%	0.050%						
1.500%	0.000%							0.900%	0.075%						
2.000%	0.000%							1.200%	0.100%						
3.000%	0.000%							1.800%	0.150%						

Class B-2AI Pre-Tax Yield to Scheduled Maturity (Assumed Price = [ ]%)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%							0.000%	0.005%						
0.200%	0.000%							0.120%	0.010%						
0.400%	0.000%							0.240%	0.020%						
0.600%	0.000%							0.360%	0.030%						
0.800%	0.000%							0.480%	0.040%						
1.000%	0.000%							0.600%	0.050%						
1.500%	0.000%							0.900%	0.075%						
2.000%	0.000%							1.200%	0.100%						
3.000%	0.000%							1.800%	0.150%						

Class B-2AI Pre-Tax Yield to Early Redemption (Assumed Price = [ ]%)

CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR	CER	RM	0% CPR	5% CPR	10% CPR	15% CPR	25% CPR	35% CPR
0.000%	0.000%							0.000%	0.005%						
0.200%	0.000%							0.120%	0.010%						
0.400%	0.000%							0.240%	0.020%						
0.600%	0.000%							0.360%	0.030%						
0.800%	0.000%							0.480%	0.040%						
1.000%	0.000%							0.600%	0.050%						
1.500%	0.000%							0.900%	0.075%						
2.000%	0.000%							1.200%	0.100%						
3.000%	0.000%							1.800%	0.150%						

* Less than (99.99)%.

You should make investment decisions based on determinations of anticipated rates of prepayments, Credit Events and Modification Events under a variety of scenarios. You should fully consider the risk that the occurrence of Credit Events and Modification Events on the Reference Obligations could result in a loss of your investment.

USE OF PROCEEDS

The Indenture Trustee will use the net proceeds from the sale of the Notes to purchase Eligible Investments.

CERTAIN LEGAL ASPECTS OF MORTGAGE LOANS

The following discussion provides general summaries of certain legal aspects of mortgage loans which are general in nature. The summaries do not purport to be complete. They do not reflect the laws of any particular state nor the laws of all states in which the mortgaged properties may be situated. This is because these legal aspects are governed in part by the law of the state that applies to a particular mortgaged property and the laws of the states may vary substantially.

Security Instruments

Mortgages and Deeds of Trust. Mortgage loans are evidenced by promissory notes or other similar evidences of the indebtedness secured by first mortgages, deeds of trust or similar security instruments (each, a "mortgage"), depending upon the prevailing practice and law in the state in which the related mortgaged property is located, on residential properties consisting of one- to four-family dwelling units, townhouses, individual condominium units, individual units in planned unit developments, individual co-operative units, manufactured homes or leaseholds. Each mortgage note and related mortgage loan are obligations of one or more mortgagors and require the related mortgagor to make monthly payments of principal and interest. In some states, a mortgage or deed of trust creates a lien upon the real property encumbered by the mortgage or deed of trust. However, in other states, the mortgage or deed of trust conveys legal title to the property, respectively, to the mortgagee or to a trustee for the benefit of the mortgagee subject to a condition subsequent (i.e., the payment of the indebtedness secured thereby). The lien created by the mortgage or deed of trust is not prior to the lien for real estate taxes and assessments and other charges imposed under governmental police powers. Priority between mortgages depends on their terms or on the terms of separate subordination or inter-creditor agreements, on the knowledge of the parties in some cases and generally on the order of recordation of the mortgages in the appropriate recording office. There are two parties to a mortgage, the mortgagor, who is homeowner, and the mortgagee, who is the lender. In the case of a land trust, there are three parties because title to the property is held by a land trustee under a land trust agreement of which the mortgagor is the beneficiary; at origination of a mortgage loan, the mortgagor executes a separate undertaking to make payments on the mortgage note. Although a deed of trust is similar to a mortgage, a deed of trust has three parties: the trustor, who is the mortgagor-homeowner; the beneficiary, who is the lender; and a third-party grantee called the trustee. Under a deed of trust, the mortgagor grants the property, irrevocably until the debt is paid, in trust, generally with a power of sale, to the trustee to secure payment of the obligation. The trustee's authority under a deed of trust, the grantee's authority under a deed to secure debt and the mortgagee's authority under a mortgage are governed by the law of the state in which the real property is located, the express provisions of the deed of trust or mortgage, and, in deed of trust transactions, the directions of the beneficiary.

Co-operative Loans. A co-operative is owned by tenant-stockholders, who, through ownership of stock, shares or membership certificates in the corporation, receive proprietary leases or occupancy agreements which confer exclusive rights to occupy specific co-operative units. The co-operative owns the real property and the specific units and is responsible for management of the property. An ownership interest in a co-operative and the accompanying rights are financed through a co-operative share loan evidenced by a promissory note and secured by a security interest in the co-operative shares or occupancy agreement or proprietary lease.

Foreclosure

Foreclosing Mortgages and Deeds of Trust. Foreclosure of a deed of trust in most states is generally most efficiently accomplished by a non-judicial trustee's sale under a specific provision in the deed of trust which authorizes the trustee to sell the property upon any default by the mortgagor under the terms of the note or deed of trust. In addition to any notice requirements contained in a deed of trust, in some states the trustee must record a notice of default and send a copy to the trustor and to any person who has recorded a request for a copy of notice of default and notice of sale. In addition, the trustee must provide notice in some states to any other individual having an interest of record in the real property, including any junior lienholders.

In some states, the trustor has the right to reinstate the loan at any time following default until shortly before the trustee's sale. Generally in these states, the mortgagor, or any other person having a junior encumbrance on the real estate, may, during a reinstatement period, cure the default by paying the entire amount in arrears plus

the costs and expenses incurred in enforcing the obligation. If the deed of trust is not reinstated within a specified period, a notice of sale must be posted in a public place and, in most states, published for a specific period of time in one or more newspapers in a specified manner prior to the date of trustee's sale. In addition, some state laws require that a copy of the notice of sale be posted on the property and sent to all parties having an interest of record in the real property.

Generally, the foreclosure action is initiated by the service of legal pleadings upon all parties having an interest of record in the real property. Delays in completion of the foreclosure may occasionally result from difficulties in locating necessary parties. Over the past few years, judicial foreclosure proceedings have become increasingly contested, with challenges often raised to the right of the foreclosing party to maintain the foreclosure action. The resolution of these proceedings can be time-consuming.

In the case of foreclosure under either a mortgage or a deed of trust, the sale by the referee or other designated officer or by the trustee is a public sale. The proceeds received by the referee or trustee from the sale are typically applied first to the costs, fees and expenses of the sale and then in satisfaction of the indebtedness secured by the mortgage or deed of trust under which the sale was conducted. Any remaining proceeds are generally payable to the holders of junior mortgages or deeds of trust and other liens and claims in order of their priority, whether or not the mortgagor is in default under such instruments. Any additional proceeds are generally payable to the mortgagor or trustor. The payment of the proceeds to the holders of junior mortgages may occur in the foreclosure action of the senior mortgagee or may require the institution of separate legal proceedings. It is common for the lender to purchase the property from the trustee, referee or other designated officer for a credit bid less than or equal to the unpaid principal amount of the note plus the accrued and unpaid interest and fees due under the note and the expense of foreclosure. If the credit bid is equal to, or more than, the mortgagor's obligations on the loan, the mortgagor's debt will be extinguished. However, if the lender purchases the property for an amount less than the total amount owed to the lender, it typically preserves its right against a mortgagor to seek a deficiency judgment if such a remedy is available under state law and the related loan documents, in which case the mortgagor's obligation will continue to the extent of the deficiency. Regardless of the purchase price paid by the foreclosing lender, the lender will be responsible to pay the costs, fees and expenses of the sale, which sums are generally added to the mortgagor's indebtedness. In some states, there is a statutory minimum purchase price which the lender must offer for the property and generally, state law controls the maximum amount of foreclosure costs and expenses, including attorneys' fees, which may be recovered by a lender. Thereafter, subject to the right of the mortgagor in some states to remain in possession during any redemption period, the lender will assume the burdens of ownership, including obtaining hazard insurance, paying taxes and making the repairs at its own expense as are necessary to render the property suitable for sale. Generally, the lender will obtain the services of a real estate broker or auction company and pay the broker's or auctioneer's commission in connection with the subsequent sale of the property. Depending upon market conditions, the ultimate proceeds of the sale of the property may not equal the lender's investment in the property and, as described above, in some states, the lender may be entitled to a deficiency judgment.

Foreclosure proceedings are governed in part by general equitable principles. Some of these equitable principles are designed to relieve the mortgagor from the legal effect of its defaults under the loan documents. Examples of judicial remedies that have been fashioned include judicial requirements that the lender undertake affirmative and expensive actions to determine the causes for the mortgagor's default and the likelihood that the mortgagor will be able to reinstate the loan. In some cases, courts have substituted their judgment for the lender's judgment and have required that lenders reinstate loans or recast payment schedules in order to accommodate mortgagors who are suffering from temporary financial hardship. In other cases, courts have limited the right of the lender to foreclose if the default under the mortgage instrument is not monetary, such as the mortgagor's failure to adequately maintain the property or the mortgagor's execution of a second mortgage or deed of trust affecting the property. Finally, some courts have been faced with the issue of whether or not federal or state constitutional provisions reflecting due process concerns for adequate notice require that mortgagors under deeds of trust or mortgages receive notices in addition to the statutorily-prescribed minimums for the content and timing of such notices. For the most part, these cases have upheld the notice provisions as being reasonable or have found that the sale by a trustee under a deed of trust, or under a mortgage having a power of sale, does not involve sufficient state action to afford constitutional protection to the mortgagor.

Under certain loan modification programs, to the extent a servicer is considering qualifying the related mortgagor for a loan modification after foreclosure proceedings have already been initiated, our Guide and, for mortgaged properties that are principal residences, CFPB regulations, require the servicer to halt foreclosure proceedings until it has determined whether the mortgagor has qualified for the loan modification.

In response to an unusually large number of foreclosures in recent years, a growing number of states have enacted laws that subject the holder to certain notice and/or waiting periods prior to commencing a foreclosure. In some instances, these laws require the servicer of the mortgage to consider modification of the mortgage or an alternative option prior to proceeding with foreclosure. The effect of these laws has been to delay foreclosure in particular jurisdictions.

Some mortgages or the "Assignments of Mortgage" may have been recorded in the name of MERS solely as nominee for the originator and its successors and assigns. Subsequent assignments of those mortgages are registered electronically through the MERS system. The recording of mortgages in the name of MERS has been challenged in a number of states. Although many decisions have accepted MERS as mortgagee, a few courts have held that MERS is not a proper party to conduct a foreclosure and have required that the mortgage be reassigned to the entity that is the economic owner of the mortgage loan before a foreclosure can be conducted. In states where such a rule is in effect, there may be delays and additional costs in commencing, prosecuting and completing foreclosure proceedings and conducting foreclosure sales of mortgaged properties. In addition, mortgagors are raising new challenges to the recording of mortgages in the name of MERS, including challenges questioning the ownership and enforceability of mortgage loans registered in MERS. An adverse decision in any jurisdiction may delay the foreclosure process.

With respect to any mortgage loans registered on the MERS system, the servicer must comply with all of the requirements of MERS regarding instituting foreclosure proceedings. In addition, mortgage loans registered in the MERS system will be required to be removed from the MERS system by the servicer upon 90 days of delinquency.

Foreclosing Co-operative Loans. The co-operative shares owned by the tenant-stockholder and pledged to the lender or lender's agent or trustee are, in almost all cases, subject to restrictions on transfer as set forth in the co-operative's certificate of incorporation and bylaws, as well as the tenant-stockholder's proprietary lease or occupancy agreement, and may be cancelled by the co-operative for failure by the tenant-stockholder to pay rent or other obligations or charges owed by such tenant-stockholder, including mechanics' liens against the co-operative's property incurred by such tenant-stockholder. A proprietary lease or occupancy agreement generally permits the co-operative to terminate such lease or agreement in the event a tenant-stockholder fails to make payments or defaults in the performance of covenants required thereunder. Furthermore, a default by the tenant-stockholder under the proprietary lease or occupancy agreement will usually constitute a default under the security agreement between the lender and the tenant-stockholder.

Typically, the lender and the co-operative enter into a recognition agreement which establishes the rights and obligations of both parties in the event of a default by the tenant-stockholder with respect to its obligations under the proprietary lease or occupancy agreement and/or the security agreement. The recognition agreement generally provides that, in the event that the tenant-stockholder has defaulted under the proprietary lease or occupancy agreement, the co-operative will take no action to terminate such lease or agreement until the lender has been provided with an opportunity to cure the defaults. The recognition agreement typically provides that if the proprietary lease or occupancy agreement is terminated, the co-operative will recognize the lender's lien in respect of the proprietary lease or occupancy agreement, and will deliver to the lender the proceeds from the sale of the co-operative apartment unit to a third party up to the amount to which the lender is entitled by reason of its lien, subject to the co-operative's right to sums due under such proprietary lease or occupancy agreement. The total amount owed to the co-operative by the tenant-stockholder, which the lender generally cannot restrict and does not monitor, may reduce the proceeds available to the lender to an amount below the outstanding principal balance of the co-operative loan and accrued and unpaid interest thereon.

Recognition agreements typically also provide that in the event of a foreclosure on a co-operative loan, the lender must obtain the approval or consent of the co-operative as required by the proprietary lease or occupancy agreement before transferring the co-operative shares or assigning the proprietary lease to a third-party. Generally, the lender is not limited in any rights it may have to dispossess the tenant-stockholders.

In some states, foreclosure on the co-operative shares is accomplished by a sale in accordance with the provisions of Article 9 of the Uniform Commercial Code and the security instrument relating to those shares. Article 9 requires that a sale be conducted in a "commercially reasonable" manner. Whether a foreclosure sale has been conducted in a "commercially reasonable" manner will vary depending on the facts in each case and state law. In determining commercial reasonableness, a court typically will look to the notice (which generally includes a publication requirement) given the mortgagor and third parties and the method, manner, time, place and terms of the foreclosure.

As described above, any provision in the recognition agreement regarding the right of the co-operative to receive sums due under the proprietary lease or occupancy agreement prior to the lender's reimbursement supplements any requirement under Article 9 that the proceeds of the sale will be applied first to pay the costs and expenses of the sale and then to satisfy the indebtedness secured by the lender's security interest. If there are proceeds remaining after application to costs and expenses of the sale, amounts due under the proprietary lease or occupancy agreement, and satisfaction of the indebtedness, the lender must account to the tenant-stockholder for such surplus. Conversely, if a portion of the indebtedness remains unpaid, the tenant-stockholder is generally responsible for the deficiency.

In the case of foreclosure on a co-operative that was converted from a rental building to a co-operative under a non-eviction plan, some states require that a purchaser at a foreclosure sale take the property subject to rent control and rent stabilization laws which apply to certain tenants who elected to remain in the building but who did not purchase shares in the co-operative when the building was so converted.

Rights of Redemption

The purpose of a foreclosure action in respect of a mortgaged property is to enable the lender to realize upon its security and to bar the mortgagor, and all persons who have interests in the property that are subordinate to that of the foreclosing lender, from exercise of their "equity of redemption." The doctrine of equity of redemption provides that, until the property encumbered by a mortgage has been sold in accordance with a properly conducted foreclosure and foreclosure sale, those having interests that are subordinate to that of the foreclosing lender have an equity of redemption and may redeem the property by paying the entire debt with interest. Those having an equity of redemption must generally be made parties and joined in the foreclosure proceeding and provided statutorily prescribed notice, in the case of a non-judicial foreclosure, in order for their equity of redemption to be terminated.

The equity of redemption is a common-law (non-statutory) right which should be distinguished from post-sale statutory rights of redemption. In some states, after a trustee's sale pursuant to a deed of trust or foreclosure of a mortgage, the mortgagor and foreclosed junior lienors are given a statutory period in which to redeem the property. In some states, statutory redemption may occur only upon payment of the foreclosure sale price. In other states, redemption may be permitted if the former mortgagor pays only a portion of the sums due. The effect of a statutory right of redemption is to diminish the ability of the lender to sell the foreclosed property because the exercise of a right of redemption would defeat the title of any purchase through a foreclosure. Consequently, the practical effect of the redemption right is to force the lender to maintain the property and pay the expenses of ownership until the redemption period has expired. In some states, a post-sale statutory right of redemption may exist following a judicial foreclosure, but not following a trustee's sale under a deed of trust.

Anti-Deficiency Legislation and Other Limitations on Lenders

Some states have imposed statutory prohibitions which limit the remedies of a beneficiary under a deed of trust or a mortgagee under a mortgage. In some states (including California), statutes limit the right of the beneficiary or mortgagee to obtain a deficiency judgment against the mortgagor following non-judicial foreclosure by power of sale. A deficiency judgment is a personal judgment against the former mortgagor equal in most cases to the difference between the net amount realized upon the public sale of the real property and the amount due to the lender. In the case of a mortgage loan secured by a property owned by a trust where the mortgage note is executed on behalf of the trust, a deficiency judgment against the trust following foreclosure or sale under a deed of trust, even if obtainable under applicable law, may be of little value to the mortgagee or beneficiary if there are no trust assets against which the deficiency judgment may be executed. Some state

statutes require the beneficiary or mortgagee to exhaust the security afforded under a deed of trust or mortgage by foreclosure in an attempt to satisfy the full debt before bringing a personal action against the mortgagor. In other states, the lender has the option of bringing a personal action against the mortgagor on the debt without first exhausting the security; however in some of these states, the lender, following judgment on the personal action, may be deemed to have elected a remedy and may be precluded from exercising other remedies, including with respect to the security. Consequently, the practical effect of the election requirement, in those states permitting the election, is that lenders will usually proceed against the security first rather than bringing a personal action against the mortgagor. This also allows the lender to avoid the delays and costs associated with going to court. Finally, in some states, statutory provisions limit any deficiency judgment against the former mortgagor following a foreclosure to the excess of the outstanding debt over the fair value of the property at the time of the public sale. The purpose of these statutes is generally to prevent a beneficiary or mortgagee from obtaining a large deficiency judgment against the former mortgagor as a result of low or no bids at the foreclosure sale.

In addition to laws limiting or prohibiting deficiency judgments, numerous other federal and state statutory provisions, including the federal bankruptcy laws and state laws affording relief to debtors, may interfere with or affect the ability of the secured mortgage lender to realize upon collateral or enforce a deficiency judgment. For example, under the United States Bankruptcy Code, virtually all actions (including foreclosure actions and deficiency judgment proceedings) to collect a debt are automatically stayed upon the filing of the bankruptcy petition and, often, no interest or principal payments are made during the course of the bankruptcy case. The delay and the consequences thereof caused by the automatic stay can be significant. Also, under the United States Bankruptcy Code, the filing of a petition in a bankruptcy by or on behalf of a junior lienor may stay the senior lender from taking action on a property that secures the junior lien. Moreover, with respect to federal bankruptcy law, a court with federal bankruptcy jurisdiction may permit a debtor through his or her Chapter 11 or Chapter 13 rehabilitative plan to cure a monetary default in respect of a mortgage loan on a debtor's residence by paying arrearage within a reasonable time period and reinstating the original mortgage loan payment schedule even though the lender accelerated the mortgage loan and final judgment of foreclosure had been entered in state court (provided no sale of the residence had yet occurred) prior to the filing of the debtor's petition. Some federal bankruptcy courts have approved plans, based on the particular facts of the reorganization case, that effected the curing of a mortgage loan default by paying arrearage over a number of years.

Federal bankruptcy courts have also held that the terms of a mortgage loan secured by property of the debtor may be modified. These courts have allowed modifications that include reducing the amount of each monthly payment, changing the rate of interest, altering the repayment schedule, forgiving all or a portion of the debt and reducing the lender's security interest to the value of the residence, thus leaving the lender a general unsecured creditor for the difference between the value of the residence and the outstanding balance of the loan. Generally, however, the terms of a mortgage loan secured only by a mortgage on real property that is the debtor's principal residence may not be modified pursuant to a plan confirmed pursuant to Chapter 13 except with respect to mortgage payment arrearages, which may be cured within a reasonable time period.

Tax liens arising under the Code may have priority over the lien of a mortgage or deed of trust.

Substantive requirements are imposed upon mortgage lenders and servicers in connection with the origination and the servicing of mortgage loans by numerous federal and some state consumer protection laws and their implementing regulations. These laws and regulations include TILA and Regulation Z (including TRID), RESPA and Regulation X, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Billing Act, the Fair Credit Reporting Act and Regulation V and similar statutes. These federal laws impose specific statutory liabilities upon lenders who originate mortgage loans and who fail to comply with the provisions of the law. Further, violations of the laws could result in a mortgagor's defense to foreclosure or an unwinding or rescission of the loan. In some cases, this liability may affect assignees of the mortgage loans; however we may require a seller or servicer who violated applicable law to repurchase the related mortgage loan, compensate us for any losses incurred and/or indemnify us against future losses.

Environmental Legislation

Under CERCLA, and under state law in some states, a secured party that participates in managing a mortgaged property, takes a deed-in-lieu of foreclosure, purchases a mortgaged property at a foreclosure sale or

operates a mortgaged property may become liable for the costs of cleaning up hazardous substances regardless of whether the secured party has contaminated the property. CERCLA imposes strict, as well as joint and several, liability on several classes of potentially responsible parties, including current owners and operators of the property who did not cause or contribute to the contamination. Furthermore, liability under CERCLA is not limited to the original or unamortized principal balance of a loan or to the value of the property securing a loan. Lenders may be held liable under CERCLA as owners or operators unless they qualify for the secured creditor exemption to CERCLA. This exemption exempts from the definition of owners and operators those who, without participating in the management of a facility, hold indicia of ownership primarily to protect a security interest in the facility.

The Conservation Act amended, among other things, the provisions of CERCLA with respect to lender liability and the secured creditor exemption. The Conservation Act offers substantial protection to lenders by defining the activities in which a lender can engage and still have the benefit of the secured creditor exemption. In order for a lender to be deemed to have participated in the management of a mortgaged property, the lender must participate in the operational affairs of the property of the mortgagor, whether directly or indirectly. The Conservation Act provides that "merely having the capacity to influence, or unexercised right to control" operations does not constitute participation in management. A lender will lose the protection of the secured creditor exemption only if it exercises decision-making control over the mortgagor's environmental compliance and hazardous substance handling and disposal practices, assumes day-to-day management of all operational functions of the mortgaged property, or imposes limitations on a mortgagor's spending for such purposes. The Conservation Act also provides that a lender will continue to have the benefit of the secured creditor exemption even if it forecloses on a mortgaged property, purchases it at a foreclosure sale or accepts a deed-in-lieu of foreclosure provided that the lender seeks to sell the mortgaged property at the earliest practicable commercially reasonable time on commercially reasonable terms and complies with other requirements.

Other federal and state laws may impose liability on a secured party that takes a deed-in-lieu of foreclosure, purchases a mortgaged property at a foreclosure sale, or operates a mortgaged property on which contaminants other than CERCLA hazardous substances are present, including petroleum, agricultural chemicals, asbestos, radon, and lead-based paint. The cleanup costs may be substantial. Moreover, federal and state statutes may impose a lien for any cleanup costs incurred by the state on the property that is the subject of the cleanup costs. All subsequent liens on the property generally are subordinated to the lien and, in some states, even prior recorded liens are subordinated to such lien. In the latter states, the security interest of the Trustee in a related parcel of real property that is subject to the lien could be adversely affected.

Traditionally, many residential mortgage lenders have not taken steps to evaluate whether contaminants are present with respect to any mortgaged property prior to the origination of the mortgage loan or prior to foreclosure or accepting a deed-in-lieu of foreclosure. Accordingly, none of the originators nor any other party has made the evaluations prior to the origination of the related mortgage loan.

Consumer Protection Laws

In addition, substantive requirements are imposed upon mortgage lenders in connection with the origination and the servicing of mortgage loans by numerous federal and some state consumer protection laws. These laws include TILA, the Real Estate Settlement Procedures Act, TRID, the Equal Credit Opportunity Act, the Fair Credit Billing Act, the Fair Credit Reporting Act and related statutes and regulations promulgated thereunder. These federal laws impose specific statutory liabilities upon lenders who originate mortgage loans and who fail to comply with the provisions of the law. In some cases, this liability may affect assignees of the mortgage loans. In particular, an originator's failure to comply with certain requirements of TILA and Regulation Z promulgated thereunder, could subject both originators and assignees of such obligations to monetary penalties and could result in obligors' rescinding the mortgage loans either against the originators or assignees or in a defense to foreclosure of the loan. Further, the failure of the mortgagor to use the correct form of notice of right to cancel in connection with non-purchase money transactions could subject the originator and assignees to extended mortgagor rescission rights.

The CFPB issued the ATR Rule, effective January 10, 2014 and revised in August 2016, that amends Regulation Z to require that creditors make a good faith determination that a consumer will have a reasonable

ability to repay a residential mortgage loan according to its terms. The ATR Rule generally sets forth eight underwriting factors that creditors must use in making this determination. However, the ATR Rule also provides that if creditors make a special type of loan, known as a "qualified mortgage" as defined in the ATR Rule, the creditor will be presumed to have met the general ATR requirement. Qualified mortgages with annual percentage rates under certain thresholds qualify for a safe harbor from liability under the ATR Rule, while qualified mortgages with annual percentage rates that exceed those thresholds will only have a rebuttable presumption of compliance with the ATR Rule. TILA and the ATR Rule impose specific statutory liabilities upon creditors and certain assignees who fail to comply with the ATR Rule, including: (1) actual damages; (2) specified statutory damages; (3) attorneys fees and costs; and (4) closing costs and up to 3 years' worth of finance charges, which may affect assignees of such loans.

Federal and State Anti-Predatory Lending Laws and Restrictions on Servicing

Under the anti-predatory lending laws of some states, the mortgagor is required to meet a net tangible benefits test in connection with the origination of the mortgage loan. This test may be highly subjective and open to interpretation. As a result, a court may determine that a mortgage loan does not meet the test even if the originator reasonably believed that the test was satisfied.

In rules promulgated under the Dodd-Frank Act by the CFPB, effective with respect to applications for loans taken on or after January 10, 2014, the thresholds for coverage under HOEPA, the primary anti- predatory lending law, have been lowered and that statute has become more stringent. State laws that replicate HOEPA have also become more onerous in their respective requirements.

Local, state and federal legislatures, state and federal banking regulatory agencies, state attorneys general offices, the Federal Trade Commission, the Department of Justice, the Department of Housing and Urban Development and state and local governmental authorities have continued to focus on lending and servicing practices by some companies, primarily in the non-prime lending industry, sometimes referred to as "predatory lending" and "abusive servicing" practices. Sanctions have been imposed by various agencies for practices such as charging excessive fees, imposing higher interest rates than the credit risk of some mortgagors warrant, failing to disclose adequately the material terms of loans to mortgagors and abrasive servicing and collections practices.

On July 21, 2010, the Dodd-Frank Act was signed into law. The Dodd-Frank Act, which is designed to improve accountability and transparency in the financial system and to protect consumers from abusive financial services practices, creates various new requirements affecting mortgage servicers, including mandatory escrow accounts for certain mortgage loans; notice requirements for consumers who waive escrow services; certain prohibitions related to mortgage servicing with respect to force-placed hazard insurance, qualified written requests, requests to correct certain servicing errors, and requests concerning the identity and contact information for an owner or assignee of a loan; requirements for prompt crediting of payments, processing of payoff statements, and monthly statements with certain disclosures for adjustable rate mortgage loans; and late fee restrictions on high cost loans. In addition, a new executive agency and consumer financial regulator, the CFPB, was established in the Federal Reserve System under the Dodd-Frank Act. On July 21, 2011, the regulation of the offering and provision of consumer financial products or services, including mortgage servicing, under federal consumer financial laws, was generally transferred and consolidated into the CFPB.

The Dodd-Frank Act sets forth certain objectives for and the functions of the CFPB. The objectives of the CFPB, as identified under the Dodd-Frank Act, are to ensure that: (1) consumers are provided with timely and understandable information to make responsible decisions about financial transactions; (2) consumers are protected from unfair, deceptive, or abusive acts and practices and from discrimination; (3) outdated, unnecessary, or unduly burdensome regulations are regularly identified and addressed in order to reduce unwarranted regulatory burdens; (4) federal consumer financial law is enforced consistently, without regard to the status of a person as a depository institution, in order to promote fair competition; and (5) markets for consumer financial products and services operate transparently and efficiently to facilitate access and innovation. The primary functions of the CFPB under the Dodd-Frank Act are: (1) conducting financial education programs; (2) collecting, investigating, and responding to consumer complaints; (3) collecting, researching, monitoring, and publishing information relevant to the functioning of markets for consumer financial products and services to identify risks to consumers and the proper functioning of such markets; (4) subject to certain sections of the

Dodd-Frank Act, supervising covered persons for compliance with federal consumer financial law, and taking appropriate enforcement action to address violations of federal consumer financial law; (5) issuing rules, orders, and guidance implementing federal consumer financial law; and (6) performing such support activities as may be necessary or useful to facilitate the other functions of the CFPB.

Several federal, state and local laws, rules and regulations have been adopted, or are under consideration, that are intended to protect consumers from predatory lending and abusive servicing practices, and in some instances establish or propose a servicing standard and duty of care for mortgage servicers. On January 4, 2011, the CFPB implementation team entered into an information sharing memorandum of understanding with the Conference of State Bank Supervisors to promote state and federal cooperation and consistent examination procedures among regulators of providers of consumer financial products and services, including mortgage servicers.

Enforceability of Due-On-Sale Clauses

Mortgage loans typically include "due-on-sale clauses" which allow the holder of such mortgage loan to demand payment in full of the remaining principal balance upon sale or certain transfers of the property securing such mortgage loan. The enforceability of these clauses has been the subject of legislation or litigation in many states, and in some cases the enforceability of these clauses was limited or denied. However, the Garn-St Germain Act preempts state constitutional, statutory and case law that prohibits the enforcement of due-on-sale clauses and permits lenders to enforce these clauses in accordance with their terms, subject to limited exceptions. The Garn-St Germain Act does "encourage" lenders to permit assumption of loans at the original rate of interest or at some other rate less than the average of the original rate and the market rate.

The Garn-St Germain Act also sets forth nine specific instances in which a mortgage lender covered by the Garn-St Germain Act may not exercise a due-on-sale clause, notwithstanding the fact that a transfer of the property may have occurred. Under the Guide, we have expanded the Garn-St Germain Act's list of permissible transfers of property with respect to which a mortgage lender may not exercise a due-on-sale clause. These include, amongst others, certain intra-family transfers, some transfers by operation of law, leases of fewer than three years and the creation of a junior encumbrance. Regulations promulgated under the Garn-St Germain Act also prohibit the imposition of a prepayment penalty upon the acceleration of a loan pursuant to a due-on-sale clause.

Subordinate Financing

When a mortgagor encumbers their mortgaged property with one or more junior liens, the senior lender is subjected to additional risk. First, the mortgagor may have difficulty servicing and repaying multiple loans. Second, acts of the senior lender that prejudice the junior lender or impair the junior lender's security may create a superior equity in favor of the junior lender. For example, if the mortgagor and the senior lender agree to an increase in the principal amount of or the interest rate payable on the senior loan, the senior lender may lose its priority to the extent an existing junior lender is harmed or the mortgagor is additionally burdened. Third, if the mortgagor defaults on the senior loan and/or any junior loan or loans, the existence of junior loans and actions taken by junior lenders can impair the security available to the senior lender and can interfere with or delay the taking of action by the senior lender. Moreover, the bankruptcy of a junior lender may operate to stay foreclosure or similar proceedings by the senior lender. In addition, the consent of the junior lender is sometimes required in connection with loan modifications, short sales and deeds-in-lieu of foreclosure, which may delay or prevent the loss mitigation actions taken by the senior lender.

Applicability of Usury Laws

Title V of the Depository Institutions Deregulation and Monetary Control Act of 1980 ("Title V") provides that state usury limitations shall not apply to some types of residential first mortgage loans originated by some lenders after March 31, 1980. A similar federal statute was in effect with respect to mortgage loans made during the first three months of 1980. The Office of the Comptroller of the Currency is authorized to issue rules and regulations and to publish interpretations governing implementation of Title V. The statute authorized any state to reimpose interest rate limits by adopting, before April 1, 1983, a law or constitutional provision which

expressly rejects application of the federal law. In addition, even where Title V is not so rejected, any state is authorized by the law to adopt a provision limiting discount points or other charges on mortgage loans covered by Title V. Some states have taken action to reimpose interest rate limits or to limit discount points or other charges.

Forfeitures in Drug and RICO Proceedings

Federal law provides that property owned by persons convicted of drug-related crimes or of criminal violations of RICO can be seized by the government if the property was used in, or purchased with the proceeds of, these crimes. Under procedures contained in the Comprehensive Crime Control Act of 1984, the government may seize the property even before conviction. The government must publish notice of the forfeiture proceeding and may give notice to all parties "known to have an alleged interest in the property," including the holders of mortgage loans. A lender may avoid forfeiture of its interest in the property if it establishes that: (1) its mortgage was executed and recorded before commission of the crime upon which the forfeiture is based, or (2) the lender was, at the time of execution of the mortgage, "reasonably without cause to believe" that the property was used in, or purchased with the proceeds of, illegal drug or RICO activities.

Servicemembers Civil Relief Act

Under the terms of the Relief Act, various rights and protections apply to a mortgagor who is a servicemember who enters military service. For purposes of the application of the Relief Act to a servicemember, military service includes (i) active duty by a member of the Army, Navy, Air Force, Marine Corps or Coast Guard (including a member of the reserves called to active duty and a member of the National Guard activated under a federal call to active duty), (ii) service by a member of the National Guard under a call to active service authorized by the President of the United States or the Secretary of Defense for a period of more than 30 consecutive days for purposes of responding to a national emergency declared by the President and supported by federal funds, and (iii) active service by a commissioned officer of either the Public Health Service or the National Oceanic and Atmospheric Administration. In addition, certain provisions of the Relief Act also apply to (i) a member of a reserve component upon receipt of an order to report for military service, and (ii) a person ordered to report for induction under the Military Selective Service Act upon receipt of an order for induction. Upon application to a court, a dependent of a servicemember is also entitled to certain limited protections under the Relief Act if the dependent's ability to comply with an obligation is materially affected by reason of the servicemember's military service.

CERTAIN UNITED STATES FEDERAL TAX CONSEQUENCES

The Notes and payments on the Notes generally are not exempt from taxation by the United States, or by any state or possession of the United States, local taxing authority or non-U.S. taxing jurisdictions. In addition, a Note owned by an individual who, at the time of death, is a U.S. citizen or domiciliary is subject to U.S. federal estate tax. The following summary addresses certain U.S. federal tax consequences of an investment in the Notes and is based upon U.S. tax laws, the U.S. Treasury regulations and decisions now in effect, all of which are subject to change, potentially with retroactive effect, or to differing interpretations. In addition to the U.S. federal income tax discussion below, investors are urged to carefully review this entire Memorandum and, in particular, the discussion of risks associated with an investment in the Notes in *"Risk Factors"* above.

This summary discusses only Notes held by Beneficial Owners as capital assets within the meaning of Section 1221 of the Code. It does not discuss all of the tax consequences that may be relevant to a Beneficial Owner in light of its particular circumstances or to Beneficial Owners subject to special rules, such as certain financial institutions, insurance companies, certain former citizens or residents of the United States, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, dealers, Beneficial Owners holding Notes as part of a hedging transaction, straddle, conversion transaction or synthetic security transaction, U.S. Beneficial Owners whose functional currency (as defined in Section 985 of the Code) is not the U.S. dollar, partnerships or other pass-through entities, tax-exempt persons, or regulated investment companies. In all cases, you are advised to consult your own tax advisors regarding the U.S. federal tax consequences to you of purchasing, owning and disposing of Notes, including the need to make any disclosures in connection with relevant tax filings, as well as any tax consequences arising under the laws of any state, local, foreign or other taxing jurisdiction. In addition, this summary of certain U.S. federal tax consequences is for general information only and is not tax advice for any particular Beneficial Owner.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds Notes, the treatment of a partner will generally depend upon the status of the particular partner and the activities of the partnership. Partners in such partnerships should consult their own tax advisors.

Treatment of the Trust

In the opinion of Shearman & Sterling LLP, U.S. federal tax counsel to Freddie Mac, although the matter is not free from doubt, neither the Trust nor any portion thereof will be classified as an association taxable as a corporation, a publicly traded partnership taxable as a corporation or a taxable mortgage pool taxable as a corporation for U.S. federal income tax purposes. In the opinion of Shearman & Sterling LLP, the Trust will not be treated as engaged in the conduct of a U.S. trade or business as a result of its contemplated activities. The Trust Agreement contains certain restrictions on the activities of the Trust and the opinion will be based on the assumption that all terms of the Amended and Restated Trust Agreement and related documents will be complied with.

Treatment of the Notes

In the opinion of Shearman & Sterling LLP, U.S. federal tax counsel to Freddie Mac, although the tax characterization is not free from doubt, the Original Notes, including Notes sold by virtue of a sale of related MAC Notes, will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. By purchasing the Notes, Beneficial Owners agree to treat such Notes in the manner described above unless a change in law or administrative practice requires a Note to be treated in some other manner.

Prospective investors of the Notes should be aware that there is no authority that directly addresses the U.S. federal income tax treatment of the Notes, and we have received no ruling from the IRS in connection with the issuance of the Notes. Accordingly, the U.S. federal income tax characterization of the Notes is not certain. The characterization of the Notes may affect the amount, timing and character of income, deduction, gain or loss recognized by a U.S. Beneficial Owner in respect of a Note, and the U.S. withholding tax consequences to a Non-U.S. Beneficial Owner of a Note. As noted, we intend to take the position that the Notes will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement

for U.S. federal income tax purposes. By purchasing Notes, Beneficial Owners will agree to treat their Notes in the manner described above. This characterization is not binding on the IRS and the IRS may treat the Notes in some other manner. For example, the IRS may treat the Notes as a derivative (such as an NPC) or an equity interest. In light of the uncertainty as to the characterization of the Notes, prospective investors of Notes should consult their own tax advisors as to the possible alternative characterizations of the Notes for U.S. federal income tax purposes and the U.S. federal income and withholding tax consequences of such alternative characterizations.

U.S. Beneficial Owners

Original Notes

In General

The Notes are not ownership interests in the Reference Obligations or the underlying mortgage loans for U.S. federal income tax purposes. Consequently, (i) Notes held by a domestic building and loan association will not be "qualifying real property loans" under Section 593(d) of the Code; (ii) Notes held by a REIT will not be "real estate assets" under Section 856(c)(5)(B) of the Code, nor will stated payments on the Notes be "interest on obligations secured by mortgages on real property or on interests in real property" under Section 856(c)(3)(B) of the Code; and (iii) Notes held by a REMIC will not be "qualified mortgages" within the meaning of Section 860G(a)(3) of the Code. In addition, although the IRS has ruled that Freddie Mac is an instrumentality of the United States for purposes of Section 7701(a)(19) of the Code, the Notes likely do not constitute stock or obligations of a corporation which is an instrumentality of the United States. Furthermore, the Notes likely will not be treated as "Government securities" within the meaning of Section 856(c)(4)(A) or 851(b)(3) of the Code. Beneficial Owners should consult their own tax advisors as to the proper treatment of the Notes.

Periodic Inclusions (or Deductions) with Respect to the Notes

As described above, in the opinion of Shearman & Sterling, the Notes will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. By purchasing the Notes, Beneficial Owners agree to treat the Notes in the manner described above unless a change in law or administrative practice requires the Notes to be treated in some other manner. The remainder of this discussion assumes such treatment.

Accordingly, a portion of each payment on each Note attributable to interest on Eligible Investments will be includible as ordinary interest by the Beneficial Owner. Amounts paid on the Notes in excess of the return realized on Eligible Investments will constitute guarantee payments and will be includible as ordinary income by the Beneficial Owner. Beneficial Owners should consult their tax advisors regarding their specific circumstances.

Losses

When a write-down occurs on an underlying Reference Obligation, the principal amount of Notes will be written down and Beneficial Owners of the Notes will be deemed to have made a guarantee payment with respect to the actual loss experienced on the Reference Obligation. The deemed guarantee payment will result in a loss to the Beneficial Owner in the taxable year in which the guarantee payment is deemed to be made. In the case of Beneficial Owners other than corporations who hold the Notes as investments, the loss will be treated as a loss from the sale or exchange of a capital asset held for not more than one year. The deductibility of capital losses is subject to limitations under the Code. Taxpayers should consult their tax advisors as to the availability of the loss deduction.

Gain or Loss on Disposition of Original Notes

On a sale or other disposition (other than a retirement) of an Original Note, a U.S. Beneficial Owner will recognize gain or loss in an amount equal to the difference between the amount realized upon the disposition of the Original Note other than any amount attributable to accrued interest, which will be accounted for in the manner described above, and the U.S. Beneficial Owner's adjusted tax basis in such Original Note. A U.S. Beneficial Owner who holds an Original Note as a capital asset will realize capital gain or loss on the sale or other disposition of such Original Note. U.S. Beneficial Owners should consult their own tax advisors regarding the U.S. federal income tax treatment of a sale or other disposition of Original Notes.

Treatment of the MAC Notes for U.S. Beneficial Owners

In General. The MAC Pool will be classified as a grantor trust under subpart E, part I of subchapter J of the Code. The interests in any Exchangeable Notes that are exchanged for MAC Notes will be the assets of the MAC Pool, and the MAC Notes will represent beneficial ownership of such interests in the Exchangeable Notes for U.S. federal income tax purposes.

The MAC Notes will be treated as interests in the Exchangeable Notes underlying such MAC Notes. As such, the MAC Notes are not ownership interests in the Reference Obligations or the underlying mortgage loans for U.S. federal income tax purposes. Consequently, (i) MAC Notes held by domestic building and loan associations will not be "qualifying real property loans" under Section 593(d) of the Code; (ii) MAC Notes held by a REIT will not be "real estate assets" under Section 856(c)(5)(B) of the Code, nor will stated payments on the MAC Notes be "interest on obligations secured by mortgages on real property or on interests in real property" under Section 856(c)(3)(B) of the Code; and (iii) MAC Notes held by a REMIC will not be "qualified mortgages" within the meaning of Section 860G(a)(3) of the Code. In addition, such Classes likely do not constitute an obligation of an instrumentality of the United States for purposes of Section 7701(a)(19) of the Code and likely do not constitute a Government security within the meaning of Section 856(c)(4)(A) of the Code, as described above in *"— Original Notes — In General"*. Beneficial Owners should consult their own tax advisors as to the proper treatment of the MAC Notes.

Tax Accounting for the MAC Notes

For U.S. Beneficial Owners who exchange the Class B-2A and Class B-2B Notes for the Class B-2 Notes after the Closing Date, such U.S. Beneficial Owners must allocate basis in their Class B-2 Notes among the interests in the underlying Classes of Exchangeable Notes in accordance with their relative fair market values as of the time of acquisition. Such U.S. Beneficial Owners of such Class B-2 Notes must tax account for their beneficial ownership interests in each of the underlying Exchangeable Notes in the manner described above in*"— Original Notes — Periodic Inclusions (or Deductions) with Respect to the Notes"*. Similarly, on the sale of such Class B-2 Notes, U.S. Beneficial Owners must allocate amounts received on the sale among their beneficial ownership interests in the Exchangeable Notes underlying such Class B-2 Notes in accordance with their relative fair market values as of the time of sale. Gain or loss will be determined in the manner described above. See *"— Original Notes — Gain or Loss on Disposition of Original Notes"* above.

As described above in *"— Original Notes — In General"*, the Original Notes will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. The related MAC Notes are interests in such Original Notes. As a result, a portion of each payment on each MAC Note attributable to interest on Eligible Investments will be includible as ordinary interest income by the Beneficial Owner, and a portion of each payment on a MAC Note attributable to amounts paid in excess of the return realized on Eligible Investments will constitute guarantee payments and will be includible as ordinary income by the Beneficial Owner.

The manner of allocating income on the Original Notes to the related MAC Notes is unclear. In the absence of guidance from the IRS, Freddie Mac intends to report interest and guarantee fee income for tax reporting purposes on each related MAC Note based on the initial relative fair market values of the related MAC Notes.

Exchanges of Exchangeable Notes for MAC Notes. An exchange of an interest in one or more Exchangeable Notes for an interest in one or more MAC Notes, or vice versa, will not be a taxable exchange. After the exchange, a U.S. Beneficial Owner will be treated as continuing to own the interests in the Exchangeable Notes or MAC Notes that such U.S. Beneficial Owner owned immediately prior to the exchange.

Treatment if the Original Notes are Not Treated in part as a Limited Recourse Guarantee Contract and in part as an Interest-bearing Collateral Arrangement

As discussed above, the IRS may not agree with Freddie Mac's treatment of the Notes in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes and may, for example, treat the Notes as a derivative such as an NPC or an equity interest. Any such alternative treatment could affect the timing, character and source of income, deduction, gain or loss with respect to the Notes. While not entirely clear, if the Notes were treated as a derivative, we are of the position that the

U.S. federal income tax accounting rules for NPCs provide the most reasonable method for accounting for income, deduction, gain or loss with respect to the Notes. Prospective investors in Notes should consult their own tax advisors as to the possible alternative characterizations of the Notes for U.S. federal income tax purposes and the U.S. federal income tax consequences of such alternative characterizations.

Non-U.S. Beneficial Owners

As described above, Shearman & Sterling LLP is of the opinion that the Original Notes, including Notes sold by virtue of a sale of related MAC Notes, will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. To the extent payments on the Notes are treated as interest with respect to the interest-bearing collateral arrangement, such interest will be eligible for the portfolio interest exemption subject to certain exceptions and requirements. Interest on a Note held by a Non-U.S. Beneficial Owner that is not effectively connected with a trade or business of the Non-U.S. Beneficial Owner within the United States (or if an income tax treaty applies, such interest is not attributable to a U.S. permanent establishment) generally will be exempt from U.S. federal income and withholding taxes if the person otherwise required to withhold receives, in the manner provided by U.S. tax authorities, a certification that the Non-U.S. Beneficial Owner is not a U.S. Person. A Non-U.S. Beneficial owner may provide this certification by providing a properly completed Form W-8BEN, Form W-8BEN-E or other documentation as may be prescribed by U.S. tax authorities. The portfolio interest exemption will not apply if: (i) the Non-U.S. Beneficial Owner is a bank that receives payments on the Notes that are described in Section 881(c)(3)(A) of the Code; (ii) the Non-U.S. Beneficial Owner is a "10-percent shareholder" of Freddie Mac or the Trust, if applicable, within the meaning of Section 871(h)(3)(B) of the Code; or (iii) the Non-U.S. beneficial Owner is a "controlled foreign corporation" related to Freddie Mac within the meaning of Section 881(c)(3)(C) of the Code.

With respect to the portion of payments on the Notes that are treated as guarantee fees, Shearman & Sterling LLP is of the opinion that payments on the Notes will be foreign source for non-U.S. Beneficial Owners that are not engaged in the conduct of a U.S. trade or business (and if an income tax treaty applies, such payments are not attributable to a U.S. permanent establishment). While this will depend on factors specific to each Beneficial Owner, generally the guarantee payments will be foreign source income for Non-U.S. Beneficial Owners who reside outside the United States, make their investment decisions outside of the United States, and maintain their assets outside of the United States. Beneficial Owners should consult their tax advisors regarding their specific circumstances.

Accordingly, Shearman & Sterling LLP is of the opinion that payments to a Non-U.S. Beneficial Owner with respect to the Notes will not be subject to U.S. withholding tax. In addition, no U.S. withholding tax or U.S. federal income tax will apply to any gain realized on the sale, exchange or other disposition on the Notes, unless (i) the Beneficial Owner receiving such amounts is an individual who is present in the United States for more than 183 days or more during the taxable year of the sale, exchange or other disposition and certain conditions are met, or (ii) if such gain is, or is deemed to be, effectively connected with the conduct of a trade or business in the United States (and if an income tax treaty applies, such gain is attributable to a U.S. permanent establishment), as described below. Non-U.S. Beneficial Owners may provide their certification that they are not a U.S. Person by providing the withholding agent a properly-executed Form W-8BEN, Form W-8BEN-E or other documentation as may be prescribed by U.S. tax authorities. The characterization of the guarantee fees as foreign source income for Non-U.S. Beneficial Owners not engaged in the conduct of a U.S. trade or business and as not subject to U.S. withholding tax is not binding on the IRS or withholding agents and is not without doubt. Paying agents other than Freddie Mac and its paying agent making such payments may disagree with such characterization. Accordingly, there can be no assurance that a paying agent that does not agree with such characterization will not withhold on payments with respect to the Notes.

Alternatively, in the event that the Notes are treated as NPCs for U.S. federal income tax purposes, inclusions of payments with respect to any portion of a Note treated as an on-market NPC would not be subject to U.S. withholding tax. In addition, any deemed interest payment with respect to a deemed loan component of a Note would not be subject to U.S. withholding tax if the requirements for the portfolio interest exemption described above are met. Further, no U.S. withholding tax or U.S. federal income tax should apply to any gain recognized on the sale or other disposition of the Notes, unless the Non-U.S. Beneficial Owner is an individual who is present in the United States for 183 days or more in the taxable year of the sale, exchange, retirement or

other disposition and certain conditions are met. In the event the Notes were treated as equity in the Trust for U.S. federal income tax purposes, payments on a Note would be treated as U.S. source income subject to withholding. In addition, if, contrary to the opinion of Shearman & Sterling LLP, the IRS were to successfully assert that the Trust is engaged in a U.S. trade or business and that the Trust is deemed to be a partnership, the Notes could be treated as interests in the deemed partnership engaged in a U.S. trade or business and gain on a disposition of a Note, if any, may be subject to withholding under Section 1446(f).

If payments with respect to the Notes are effectively connected with a Non-U.S. Beneficial Owner's conduct of a trade or business in the United States (and if an income tax treaty applies, such payments are attributable to a U.S. permanent establishment), these payments would not be subject to U.S. withholding tax, regardless of the characterization of the Notes (but would be subject to U.S. federal income tax in the same manner as they would be if received by a U.S. Beneficial Owner). Such Non-U.S. Beneficial Owners must timely provide the withholding agent a properly-executed IRS Form W-8ECI or other documentation as may be prescribed by U.S. tax authorities stating that the receipt of payments with respect to its Notes is effectively connected with that Non-U.S. Beneficial Owner's conduct of a trade or business in the United States (and if an income tax treaty applies, such payments are attributable to a U.S. permanent establishment).

Non-U.S. Beneficial Owners will not be eligible for the safe harbor under Section 864(b)(2)(A) that exempts trading in stocks or securities from treatment as the conduct of a U.S. trade or business with respect to the Notes because the Notes do not constitute "stocks or securities" under the Treasury Regulations. Whether an investment in the Notes will be treated as part of the conduct of a U.S. trade or business by a Non-U.S. Beneficial Owner will depend on their particular circumstances. Non-U.S. Beneficial Owners should consult their tax advisors regarding the impact of the investment in the Notes on whether such Non-U.S. Beneficial Owner is engaged in the conduct of a U.S. trade or business and the correct withholding forms to provide.

U.S. Federal Estate and Gift Taxes

In general, stock or obligations issued by U.S. Persons that are owned by an individual who is not a citizen or domiciliary of the United States are subject to U.S. federal estate tax.

The U.S. federal estate tax consequences with respect to Notes owned by an individual who is not a citizen or domiciliary of the United States are not entirely clear. Non-U.S. Beneficial Owners of Notes should consult with their tax advisors regarding the U.S. federal estate tax consequences of holding Notes.

A Non-U.S. Beneficial Owner of a Note generally will not be subject to U.S. federal gift tax on a transfer of the Note.

Information Reporting and Backup Withholding

Certain payments with respect to a Note to a U.S. Beneficial Owner (other than certain corporations or other exempt recipients) are required to be reported to the IRS and the U.S. Beneficial Owner. Such payments with respect to a Note generally will be reported to U.S. tax authorities and a Non-U.S. Beneficial Owner. Form W-8BEN, Form W-8BEN-E, Form W-8ECI or other documentation or information about the Non-U.S. Beneficial Owner may be provided to U.S. tax authorities.

Backup withholding of U.S. federal income tax at the applicable rate may apply to a payment made in respect of a Note, as well as a payment of proceeds from the sale of a Note, to a Beneficial Owner (other than certain corporations or other exempt recipients), unless the Beneficial Owner provides certain information. Any amount withheld under these rules will be creditable against the Beneficial Owner's U.S. federal income tax liability, and if withholding results in an overpayment of taxes, the Beneficial Owner may apply for a refund from the IRS. If a Beneficial Owner (other than certain corporations or other exempt recipients) sells a Note before the Maturity Date to (or through) certain brokers, the broker must report the sale to the IRS and the Beneficial Owner unless, in the case of a Non-U.S. Beneficial Owner, the Non-U.S. Beneficial Owner certifies that it is not a U.S. Person (and certain other conditions are met). The broker may be required to withhold U.S. federal income tax at the applicable rate on the entire sale price unless the Beneficial Owner provides certain information and, in the case of a Non-U.S. Beneficial Owner, the Non-U.S. Beneficial Owner certifies that it is not a U.S. Person (and certain other conditions are met).

FATCA Withholding

Final and proposed regulations have been promulgated to implement the FATCA Regulations. The FATCA provisions impose a 30 percent withholding tax on foreign financial institutions and certain non-financial foreign entities that have not entered into an agreement with the U.S. Treasury Department to provide information regarding U.S. individuals who have accounts with, or equity interests in, such institutions or entities. If the required information is not provided, Beneficial Owners holding obligations through such institutions or entities may be subject to withholding under FATCA. The FATCA Regulations generally apply to certain withholdable payments made to non-U.S. entities. Beneficial Owners should consult their tax advisors regarding the potential application and impact of the FATCA withholding rules based on their particular circumstances, including the applicability of any intergovernmental agreement modifying these rules.

In the event that a withholding tax under FATCA is imposed on any payment on a Note, Freddie Mac has no obligation to pay additional interest or other amounts as a consequence thereof or to redeem any Note before its stated maturity.

THE U.S. FEDERAL TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE DEPENDING UPON A BENEFICIAL OWNER'S PARTICULAR SITUATION. BENEFICIAL OWNERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO THEM OF THE OWNERSHIP AND DISPOSITION OF THE NOTES, INCLUDING THE TAX CONSEQUENCES UNDER THE TAX LAWS OF THE UNITED STATES, STATES, LOCALITIES, COUNTRIES OTHER THAN THE UNITED STATES AND ANY OTHER TAXING JURISDICTIONS AND THE POSSIBLE EFFECTS OF CHANGES IN SUCH TAX LAWS.

STATE, LOCAL AND FOREIGN TAX CONSEQUENCES

In addition to the U.S. federal income tax consequences described above, prospective investors in the Notes should consider the potential United States state and local tax consequences of the acquisition, ownership and disposition of the Notes and the tax consequences of the law of any non-United States jurisdiction in which they reside or do business. State, local and foreign tax law may differ substantially from the corresponding U.S. federal tax law, and the discussion above does not purport to describe any aspect of the tax law of any state or other jurisdiction. Prospective investors should consult their own tax advisors with respect to such matters.

LEGAL INVESTMENT

If prospective investors' investment activities are subject to investment laws and regulations, regulatory capital requirements or review by regulatory authorities, prospective investors may be subject to restrictions on investment in the Notes. Prospective investors should consult legal, tax and accounting advisers for assistance in determining the suitability of and consequences of the purchase, ownership and sale of the Notes.

- The Notes do not represent an interest in and will not be secured by the Reference Pool or any Reference Obligation.
- The Notes will not constitute "mortgage related securities" for purposes of the SMMEA.
- The Notes may be regarded by governmental authorities or others, or under applicable law, as high-risk, derivative, risk-linked or otherwise complex securities.

The Notes should not be purchased by prospective investors who are prohibited from acquiring securities having the foregoing characteristics. In addition, the Notes should not be purchased by prospective investors located in jurisdictions where their purchase of Notes could subject them to the risk of regulation as an insurance or reinsurance company or as otherwise being engaged in an insurance business.

None of the Sponsor, the Initial Purchasers, the Indenture Trustee, the Owner Trustee, the Exchange Administrator or any of their respective affiliates have made or will make any representation as to (i) the proper characterization of the Notes for legal investment or other purposes, (ii) the ability of particular prospective investors to purchase Notes for legal investment or other purposes or (iii) the ability of particular prospective

investors to purchase Notes under applicable investment restrictions. Without limiting the generality of the foregoing, none of the Sponsor, the Initial Purchasers, the Indenture Trustee, the Owner Trustee, the Exchange Administrator or any of their respective affiliates have made or will make any representation as to the characterization of the Notes as a United States or non-United States investment under any state insurance code or related regulations. None of the Sponsor, the Initial Purchasers, the Indenture Trustee, the Owner Trustee, the Exchange Administrator or any of their respective affiliates are aware of any published precedent that addresses such characterization. There can be no assurance as to the nature of any advice or other action that may result from such consideration or the effect, if any, such advice or other action resulting from such consideration may have on the Notes.

EU RETENTION REQUIREMENT

On the Closing Date, we will enter into the EU Risk Retention Letter pursuant to which we will irrevocably undertake for the benefit of each EU Institutional Investor, in connection with the EU Retention Requirement, on an ongoing basis, so long as any Notes remain outstanding, that:

(a) we will, as originator (as such term is defined in the EU Securitization Regulation), retain a material net economic interest in the transaction constituted by the issuance of the Notes of not less than 5% in the form specified in Article 6(3)(a) of the EU Securitization Regulation (i.e., retention of not less than 5% of the nominal value of each of the tranches sold or transferred to such investor) by: (i) retaining the credit risk on the Class B-2AH Reference Tranche and the Class B-2BH Reference Tranche, in each case, in an amount such that it will be not less than 5% of the credit risk on each of: (a) the Class B-2A and Class B-2AH Reference Tranches (in the aggregate) and (b) the Class B-2B and Class B-2BH Reference Tranches (in the aggregate), respectively, and (ii) retaining the credit risk on not less than 5% of each of the Class A-H Reference Tranche, the Class MB-H Reference Tranche (which will take into account the credit risk with respect to the STACR 2018-DNA2 reference pool previously transferred through the issuance of STACR 2018-DNA2 Class M-1, Class M-2A, Class M-2B and Class B-1 notes and the entering into of the ACIS 2018-DNA2 transaction) and the Class B-3H Reference Tranche and, in the case of any tranching of the Class A-H Reference Tranche, the Class MB-H Reference Tranche or the Class B-3H Reference Tranche, on not less than 5% of each tranche into which the Class A-H Reference Tranche, the Class MB-H Reference Tranche or the Class B-3H Reference Tranche, as applicable, is tranched;

(b) neither we nor our affiliates will sell, hedge or otherwise mitigate our credit risk under or associated with the Retained Interest or the Reference Obligations, except to the extent permitted in accordance with Article 6 of the EU Securitization Regulation;

(c) we will take such further action, provide such information and enter into such other agreements as may reasonably be required to satisfy the EU Retention Requirement as of the Closing Date and, solely as regards to the provision of information in our possession or that of our affiliates and to the extent the same is not subject to a duty of confidentiality, any time prior to maturity of the Notes;

(d) we will confirm our continued compliance with the undertakings set forth in paragraphs (a) and (b) above: (i) on a quarterly basis to the Indenture Trustee in writing for reporting to Holders of the Notes; (ii) where the performance of the Notes or the risk characteristics of the Transaction or of the Reference Obligations materially change; and (iii) following a breach of the obligations included in the Indenture; and

(e) we will promptly notify the Indenture Trustee in writing if for any reason: (i) we cease to hold the Retained Interest in accordance with paragraph (a) above, or (ii) we or any of our affiliates fails to comply with the covenants set out in paragraphs (b) and (c) above in any way.

Each prospective investor in the Notes is required to independently assess and determine the sufficiency for the purposes of complying with the EU Due Diligence Requirements of the information described above and in this Memorandum generally. None of the Transaction Parties, their respective affiliates or any other person makes any representation or provides any assurance to the effect that the information described above or in this Memorandum is sufficient in all circumstances for the purpose of permitting an EU Institutional Investor to

comply with the EU Due Diligence Requirements or any other applicable legal, regulatory, or other requirements in respect of an investment in the Notes.

The Indenture Trustee will not have any obligation to monitor or enforce our compliance with the EU Risk Retention Letter or any risk retention rules or regulations. Prospective investors in the Notes should note that our undertakings under the EU Risk Retention Letter are made as of the date thereof and that the Retained Interest required to be retained by us thereunder will not change in quantum or nature as a consequence of any changes in the EU Due Diligence Requirements. Each prospective investor in the Notes that is subject to the EU Due Diligence Requirements should consult with its own legal, accounting and other advisors and/or its national regulator in determining the extent to which such information is sufficient for such purpose.

See *"Risk Factors — Governance and Regulation — Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Reference Pool"*.

CERTAIN ERISA CONSIDERATIONS

If you are:

- a fiduciary of a Plan or
- any other person investing "plan assets" of any Plan,

you will not be permitted to invest in the Notes.

If a Plan acquires a Note, the assets in the Trust will be deemed to be assets of the investing Plan, unless certain exceptions apply. However, we cannot predict in advance, nor can there be any continuing assurance, whether those exceptions may be applicable because of the factual nature of the rules set forth in the regulations of the U.S. Department of Labor promulgated under ERISA, as modified by Section 3(42) of ERISA, describing what constitutes the assets of a Plan subject to ERISA or Section 4975 of the Code (such Plans, **"ERISA Plans,"** and such regulations, the **"Plan Asset Regulations"**). For example, one of the exceptions in the Plan Asset Regulations states that the underlying assets of an entity will not be considered "plan assets" if less than 25% of the value of each class of equity interests is held by "benefit plan investors," which include ERISA Plans, as well as certain pooled investment vehicles in which ERISA Plans have invested. This exception is tested, however, immediately after each acquisition of a Note, whether upon initial issuance or in the secondary market.

It is not anticipated that the Notes will meet the requirements of the so-called "underwriter exemptions"; as a result, the relief offered by the underwriter exemptions will not be available for ERISA Plans seeking to invest in the Notes. Consequently, the acquisition or holding of the Notes by an ERISA Plan may result in non-exempt prohibited transactions and the imposition of excise taxes or civil penalties. Accordingly, the Notes may not be acquired by, on behalf of, or with assets of a Plan.

Exempt Plan

A governmental plan as defined in Section 3(32) of ERISA and certain other employee benefit plans and arrangements are not subject to ERISA or Code Section 4975. However, such plans may be subject to Similar Law or other legal restrictions. A fiduciary of any such Plan should make its own determination as to the need for and the availability of any exemptive relief under other laws. A Plan subject to Similar Law is not permitted to purchase the Notes.

BY ITS INVESTMENT IN A NOTE, THE INVESTOR THEREOF WILL REPRESENT OR WILL BE DEEMED TO REPRESENT AND WARRANT EITHER THAT IT IS NOT AND IS NOT ACTING ON BEHALF OF AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF ERISA, A PLAN DESCRIBED IN SECTION 4975(e)(1) OF THE CODE, AN ENTITY WHICH IS DEEMED TO HOLD THE ASSETS OF ANY SUCH PLAN PURSUANT TO 29 C.F.R. SECTION 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, WHICH EMPLOYEE BENEFIT PLAN, PLAN OR ENTITY IS SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OF THE CODE, OR A GOVERNMENTAL PLAN, CHURCH PLAN OR FOREIGN PLAN WHICH IS SUBJECT TO SIMILAR LAW.

PLACEMENT

Subject to the terms and conditions set forth in the Note Purchase Agreement, the Initial Purchasers will agree to offer the Notes on a "commercially reasonable best efforts" basis and purchase the Notes they place with investors from the Trust on the Closing Date as principal for resale to investors. The Initial Purchasers will be acting as the Sponsor's agents in the placing of the Notes with no understanding, express or implied, on the Initial Purchasers' part of a commitment to purchase or place the Notes. Sales of the Notes may be effected from time to time in one or more negotiated transactions or otherwise at varying prices to be determined at the time of sale. In addition, at the option of the Sponsor, sales of the Notes may also be effected pursuant to an auction process, the procedures and parameters of which may not be communicated to potential investors in advance of pricing. Upon the completion of any such auction, the Notes will be allocated to investors in accordance with, and based on, prices bid, terms of the bid and any other factors communicated to the bidders participating in any such auction. We have agreed in the Note Purchase Agreement to indemnify the Initial Purchasers against certain liabilities.

The current business of BofA Merrill Lynch is being reorganized into two affiliated broker-dealers (BofA Merrill Lynch and BofA Securities, Inc.) in which BofA Securities, Inc. will be the new legal entity for the institutional services that are now provided by BofA Merrill Lynch. This transfer is expected to occur on or around May 13, 2019 (the **"Transfer Date"**). BofA Merrill Lynch, an Initial Purchaser, will be assigning its rights and obligations as Initial Purchaser to BofA Securities, Inc. in the event that the Closing Date for the Notes occurs on or after the Transfer Date. Any references herein to "BofA Merrill Lynch" shall be amended to refer to BofA Securities, Inc. on and after Transfer Date.

The Notes may be offered and sold outside of the United States, within the United States or simultaneously outside of and within the United States, only where it is legal to make such offers and sales. The Initial Purchasers have represented and agreed that, subject to compliance by the other transaction parties, they have complied and will comply with all applicable laws and regulations in each jurisdiction in which or from which they may purchase, offer, sell or deliver any Notes or distribute this Memorandum or any other offering material. The Initial Purchasers also have agreed to comply with the selling restrictions relating to the jurisdictions set forth in Appendix D to this Memorandum.

The Notes are being offered only in transactions exempt from the registration requirements of the Securities Act as set forth below under "*Notice to Investors*."

The Notes have not been registered under the Securities Act or registered or qualified under any applicable state securities laws, and none of the Issuer, us, the Indenture Trustee, the Owner Trustee or any other person is required to so register or qualify the Notes or to provide registration rights to any investor therein. There currently is no secondary market for the Notes, and there can be no assurance that such a market will develop or, if it does develop, that it will continue or will provide investors with a sufficient level of liquidity of investment. While the Initial Purchasers intend to make a market in the Notes, they may discontinue or limit such activities at any time. In addition, the liquidity of the Notes may be affected by present uncertainties and future unfavorable developments concerning legal investment. Consequently, investors should be aware that they may be required to bear the financial risks of an investment in the Notes for an indefinite period of time.

NOTICE TO INVESTORS

The Notes have not been registered under the Securities Act and may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Notes are being offered hereby only to QIBs.

Each purchaser of the Notes, as applicable, will be deemed to represent to and agree with the Issuer, the Sponsor, the Initial Purchasers, the Indenture Trustee and the Exchange Administrator as follows:

1. It is a QIB that is aware that the sale of the Notes to it will be made in reliance on Rule 144A of the Securities Act and is acquiring the Notes for its own account or for the account of another QIB, and as to each of which the purchaser exercises sole investment discretion, and in a principal amount of not less than the minimum denomination of such Note for the purchaser and for each such account. The Notes may not at any time be held by or on behalf of any person that is not a QIB. Any purported transfer of the Notes to a purchaser that does not

comply with the requirements of this paragraph shall be null and void ab initio. The Issuer may sell any Notes acquired in violation of the foregoing at the cost and risk of the purported purchaser.

2. It acknowledges that none of the Sponsor, the Issuer, the Initial Purchasers or any person representing the Sponsor, the Issuer or the Initial Purchasers has made any representation to it with respect to the Sponsor or the offering or sale of the Notes, other than the information contained in this Memorandum, which Memorandum has been delivered to it and upon which it is relying in making its investment decision with respect to the Notes. It acknowledges that it has received this Memorandum and all additional information considered by it to be necessary to verify the accuracy of or to supplement the information herein and that it has been afforded an opportunity to review the Memorandum and all such additional information. It understands and agrees that any information provided to it prior to the delivery of the Memorandum is superseded by the information herein. It has had access to such financial and other information concerning the Issuer, the Sponsor, the Indenture Trustee and the Notes as it has deemed necessary or appropriate in connection with its decisions to purchase the Notes, including an opportunity to ask questions of and receive information from the Sponsor regarding any such matters. Further, it understands that the information contained in this Memorandum and all such additional information, as well as all information to be received by it as a Noteholder, is confidential and agrees to keep such information confidential and in accordance with all applicable federal and state securities laws and regulations (a) by not disclosing any such information other than to a person who needs to know such information and who has agreed to keep such information confidential and (b) by not using any such information other than for the purpose of evaluating an investment in the Notes; provided, however, that any such information may be disclosed as required by applicable law if the Sponsor is given written notice of such requirement sufficient to enable the Sponsor to seek a protective order or other appropriate remedy in advance of disclosure.

3. It acknowledges that the Issuer, the Sponsor, the Issuer, the Initial Purchasers, the Custodian, the Investment Manager, the Administrator, the Owner Trustee, the Indenture Trustee and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of the Notes were not accurate when made, it will promptly so notify the party from which it purchased the Notes, the Issuer, the Indenture Trustee and the Sponsor. If it is acquiring any Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account. It understands that the Indenture Trustee may receive a list of participants holding positions in the Notes from one or more book-entry depositories.

4. It understands and acknowledges that the Notes have not been registered under the Securities Act or any other applicable securities laws and that (A) the Notes may be offered, sold pledged or otherwise transferred only to a person that is a QIB in a transaction meeting the requirements of Rule 144A under the Securities Act, subject to the applicable state securities laws of any State of the United States or any other applicable jurisdiction and (B) the purchaser will, and each subsequent holder is required to, notify any subsequent purchaser from it of the resale restrictions set forth in (A) above. It understands that each holder of a Note, by virtue of its acceptance thereof, assents to, and agrees to be bound by, the terms, provisions and conditions of the Indenture including those relating to the above-described transfer restrictions. It will not transfer any Note except in accordance with applicable law, the above-described transfer restrictions and such other terms, provisions and conditions of the Indenture as may be applicable thereto.

5. It understands that an investment in the Notes involves certain risks, including the risk of loss of all or a substantial part of its investment under certain circumstances. The purchaser has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Notes, and the purchaser and any accounts for which it is acting are each able to bear the economic risk of the holder's or of its investment.

6. In connection with the purchase of the Notes (a) none of the Issuer, the Initial Purchasers, the Indenture Trustee nor the Sponsor is acting as a fiduciary or financial or investment advisor for the purchaser; (b) the purchaser is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of any of the parties listed in (a) above other than in the most current private placement memorandum for such Notes and any representations set forth in a written agreement with

such party; (c) none of the parties listed in (a) above has given to the purchaser (directly or indirectly through any other person) any assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (including legal, regulatory, tax, financial, accounting, or otherwise) of its purchase or the documentation for such Notes; (d) the purchaser has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent it has deemed necessary and that the investment by it is within its powers and authority, is permissible under applicable laws governing such purchase, has been duly authorized by it and complies with applicable securities laws and other laws and regulations, and it has made its own investment decisions (including decisions regarding the suitability of any transactions pursuant to the Indenture) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Issuer, the Initial Purchasers, the Indenture Trustee or the Sponsor; (e) the purchaser has determined that the rates, prices or amounts and other terms of the purchase and sale of such Notes reflect those in the relevant market for similar transactions; (f) the purchaser is purchasing such Notes with a full understanding of all the terms, conditions and risks thereof (economic and otherwise), and is capable of assuming and willing to assume (financially and otherwise) these risks; and (g) the purchaser is a sophisticated investor familiar with transactions similar to its investment in such Notes.

7. It will not, at any time, offer to buy or offer to sell the Notes by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or at a seminar or meeting whose attendees have been invited by general solicitations or advertising.

8. It is not purchasing the Notes with a view to resale, distribution or other disposition thereof in violation of the Securities Act.

9. It acknowledges that the Notes do not represent deposits with or other liabilities of the Initial Purchasers, the Indenture Trustee, the Sponsor or any entity related to any of them or any other purchaser of Notes. Unless otherwise expressly provided herein, each of the Issuer, the Initial Purchasers, the Indenture Trustee, the Sponsor, any entity related to any of them and any other purchaser of Notes will not, in any way, be responsible for or stand behind the capital value or the performance of the Notes or the assets held by the Issuer. The purchaser acknowledges that purchase of Notes involves investment risks including prepayment and interest rate risks, possible delay in repayment and loss of income and principal invested. The purchaser has considered carefully, in the light of its own financial circumstances and investment objectives, all the information set forth herein and, in particular, the risk factors described in this Memorandum.

10. It acknowledges that each Book-Entry Note will contain a legend substantially to the following effect and agrees to the provisions set forth in such legend:

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY DISTRIBUTION IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

It acknowledges that each Note will contain legends substantially to the following effect and agrees to the provisions set forth in such legends:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND MAY NOT BE RESOLD OR TRANSFERRED UNLESS IT IS REGISTERED PURSUANT TO SUCH ACT AND LAWS OR IS SOLD OR TRANSFERRED IN TRANSACTIONS WHICH ARE EXEMPT FROM REGISTRATION UNDER SUCH ACT AND UNDER APPLICABLE STATE LAW AND IS TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF THE INDENTURE.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES (A) TO OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE ONLY TO A PERSON THAT IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A OF THE SECURITIES ACT THAT PURCHASES THE NOTE FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A PRINCIPAL AMOUNT OF NOT LESS THAN $10,000 AND IN GREATER WHOLE NUMBER DENOMINATIONS OF $1 IN EXCESS THEREOF, TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A OF THE SECURITIES ACT FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER APPLICABLE JURISDICTIONS AND (C) THAT IT WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER FROM IT OF THIS NOTE OF THE RESALE RESTRICTIONS SET FORTH IN (A) AND (B) ABOVE.

EACH PURCHASER OF THIS NOTE WILL BE DEEMED TO HAVE MADE THE FOLLOWING REPRESENTATIONS: THE PURCHASER IS A QUALIFIED INSTITUTIONAL BUYER AND THE PURCHASER UNDERSTANDS THAT THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE AND FOREIGN SECURITIES LAWS, THE NOTE IS A "RESTRICTED SECURITY" WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT, ANY OFFER, RESALE, PLEDGE OR OTHER TRANSFER OF THE NOTES WILL BE SUBJECT TO VARIOUS TRANSFER RESTRICTIONS, AND MAY NOT BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IN ANY PARTICULAR JURISDICTION EXCEPT IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THAT JURISDICTION. ANY SALE OR TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE INDENTURE TRUSTEE OR ANY INTERMEDIARY, IF AT ANY TIME THE INDENTURE TRUSTEE OBTAINS ACTUAL KNOWLEDGE OR IS NOTIFIED THAT THE HOLDER OF SUCH BENEFICIAL INTEREST IN SUCH NOTE WAS IN BREACH, AT THE TIME GIVEN, OF ANY OF THE ABOVE REPRESENTATIONS, THE INDENTURE TRUSTEE MAY CONSIDER THE ACQUISITION OF THIS NOTE OR SUCH INTEREST IN THIS NOTE VOID AND REQUIRE THAT THIS NOTE OR SUCH INTEREST HEREIN BE TRANSFERRED TO A PERSON DESIGNATED BY THE ISSUER.

THIS NOTE IS AN OBLIGATION OF THE ISSUER ONLY. THIS NOTE, INCLUDING ANY INTEREST THEREON, IS NOT GUARANTEED BY THE UNITED STATES AND DOES NOT CONSTITUTE A DEBT OR OBLIGATION OF THE UNITED STATES OR ANY AGENCY OR INSTRUMENTALITY OF THE UNITED STATES OTHER THAN THE ISSUER

11. In addition, each Note will bear a legend substantially to the following effect:

FURTHER, THIS NOTE MAY NOT BE SOLD OR TRANSFERRED TO ANY PLAN SUBJECT TO THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR TO ANY PERSON OR ENTITY ACTING ON BEHALF OF OR USING OR DEEMED TO BE USING "PLAN ASSETS" OF ANY SUCH PLAN, INCLUDING AN INSURANCE COMPANY GENERAL ACCOUNT, OR TO A GOVERNMENTAL OR CHURCH PLAN OR FOREIGN PLAN WHICH IS SUBJECT TO ANY FOREIGN, UNITED STATES FEDERAL, STATE OR LOCAL LAW THAT IS SIMILAR TO ERISA OR SECTION 4975 OF THE CODE ("SIMILAR LAW"). ACCORDINGLY, EACH TRANSFEREE OF AN INTEREST HEREIN HEREBY IS DEEMED TO REPRESENT AND WARRANT BY ACQUISITION OF SUCH NOTE THAT IT IS NOT AND IS NOT ACTING ON BEHALF OF AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF ERISA, A PLAN DESCRIBED IN SECTION 4975(e)(1) OF THE CODE, AN ENTITY WHICH IS DEEMED TO HOLD THE ASSETS OF ANY SUCH PLAN PURSUANT TO 29 C.F.R. SECTION 2510.3-101, AS MODIFIED BY SECTION 3(42) OF

ERISA, WHICH PLAN OR ENTITY IS SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OF THE CODE OR A GOVERNMENTAL OR CHURCH PLAN OR FOREIGN PLAN WHICH IS SUBJECT TO ANY SIMILAR LAW.

Notice to Canadian Investors

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the Initial Purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

LEGAL MATTERS

Our General Counsel or one of our Deputy General Counsels will render an opinion on the legality of the Notes. Certain tax matters with respect to the Notes will be passed upon for the Issuer by Shearman & Sterling LLP.

GLOSSARY OF SIGNIFICANT TERMS

Whenever used in this Memorandum, the following words and phrases have the following meanings, unless the context otherwise requires.

"2016 Servicing Rules" means certain final rules released by CFPB in August 2016.

"Account Control Agreement" means the Account Control Agreement dated as of the Closing Date between the Issuer, the Indenture Trustee and the Custodian.

"Accounting Net Yield" with respect to each Payment Date and any Reference Obligation, means the related mortgage rate less the related servicing fee rate.

"Accrual Period" with respect to each Payment Date, means the period beginning on and including the prior Payment Date (or, in the case of the first Payment Date, the Closing Date) and ending on and including the day preceding such Payment Date.

"ACE" means our proprietary automated collateral evaluation.

"ACIS 2018-DNA2" means that certain Agency Credit Insurance Structure (ACIS) transaction with respect to the STACR 2018-DNA2 reference pool entered into by Freddie Mac on or about June 20, 2018.

"Additional Collateral" means, all of the Issuer's right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Credit Protection Agreement and all payments to the Issuer thereunder or with respect thereto, (b) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing and (c) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Issuer described in the preceding clauses.

"Administration Agreement" means the Administration Agreement dated as of the Closing Date among the Indenture Trustee, the Custodian, the Exchange Administrator, the Investment Manager, the Owner Trustee, the Issuer, the Sponsor and the Administrator, as the same may be amended, supplemented or modified from time to time.

"Administrator" means the administrator pursuant to the Administration Agreement. On the Closing Date, the Administrator will be Freddie Mac.

"Advisers Act" means the Investment Advisers Act of 1940.

"Affected Party" means (i) for purposes of an Illegality, a Tax Event and a Tax Event Upon Merger, the party identified as such in the definition thereof, (ii) for purposes of a CPA Additional Termination Event resulting from the occurrence of an acceleration of the maturity of the Notes in accordance with the Indenture, the Trust and/or us and (iii) for purposes of all other CPA Additional Termination Events, the Trust.

"Affiliate" with respect to a specified person, means a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

"ALTA" means American Land Title Association.

"Article 7" means Article 7 of the EU Securitization Regulation.

"Article 9" means Article 9 of the Uniform Commercial Code.

"Article 50" means Article 50 of the Treaty on European Union.

"ATR Rules" mean the Ability to Repay Rules, which amend Regulation Z to require that creditors make a good faith determination that a consumer will have a reasonable ability to repay a residential mortgage loan according to its terms.

"AUS" means an automated underwriting system.

"Authenticating Agent" means the authenticating agent pursuant to the Indenture. On the Closing Date, the Authenticating Agent will be U.S. Bank.

"Available Sample" means the limited number of reference obligations that were part of the STACR 2018-DNA2 Cohort Pool (4,495 by loan count, which is approximately 2.16% of the STACR 2018-DNA2 Cohort Pool) and selected by us from which the Third-Party Diligence Provider selected the Diligence Sample for review.

"AVM" means automated valuation model.

"Barclays" means Barclays Capital Inc.

"Basic Documents" means the Trust Agreement, the Notes, the Indenture, the Credit Protection Agreement, the Administration Agreement, the Account Control Agreement, the Investment Management Agreement, the Note Purchase Agreement and each other document to which the Trust is or may become a party, in each case as amended, supplemented or modified from time to time.

"Beneficial Owner" means, individually and collectively, a U.S. Beneficial Owner and a Non-U.S. Beneficial Owner.

"BlackRock Cases" means, collectively, *BlackRock Balanced Capital Portfolio et al v. U.S. Bank National Association*, No. 605204/2015 (N.Y. Sup. Ct.) (class action alleging claims with respect to approximately 770 trusts) and a companion class action case involving additional trusts.

"BofA Merrill Lynch" means Merrill Lynch, Pierce, Fenner & Smith Incorporated.

"Book-Entry Notes" means global notes in book-entry form held through the book-entry system of DTC, Euroclear or Clearstream, as applicable.

"BPO" means a broker price opinion.

"Burdened Party" has the meaning set forth in the definition of "Tax Event Upon Merger."

"Business Day" means a day other than (i) a Saturday or Sunday; or (ii) a day on which the offices of Freddie Mac, the corporate trust offices of the Owner Trustee, the corporate trust offices of the Indenture Trustee or Exchange Administrator, DTC, or the banking institutions in the City of New York are authorized or obligated by law or executive order to be closed.

"Canadian Purchaser" means any purchaser of a Note who is located or resident in Canada or otherwise subject to the laws of Canada or who is purchasing for a principal who is located or resident in Canada or otherwise subject to the laws of Canada.

"Canadian Securities Laws" means all applicable securities laws, regulations, rules, instruments, rulings and orders, including those applicable in each of the provinces and territories of Canada.

"CastleOak" means CastleOak Securities, L.P.

"CER" or **"Credit Event Rate"** means a rate based on an assumption that a constant rate of Reference Obligations become Credit Event Reference Obligations each month relative to the then-outstanding aggregate principal balance of the Reference Obligations.

"CERCLA" means the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"CFPB" means the Consumer Financial Protection Bureau.

"CFPB Director's Letter" means the letter released by the Director of the CFPB on December 19, 2015.

"CFTC" means the Commodity Futures Trading Commission.

"Class" means the Original Classes, the MAC Classes and the classes of Reference Tranches.

"Class Coupon" means the applicable per annum interest rate for each Class of Notes and the Class MB-H and Class B-3H Reference Tranches, which will be equal to (i) in the case of each Class of Notes (other than the Interest Only MAC Notes) and the Class MB-H and Class B-3H Reference Tranches, the sum of (a) One-Month LIBOR plus (b) the margin specified for such Class in Table 1, and (ii) in the case of each of the Class B-2AI Note, the per annum interest rate specified for such Class under the column "Initial Class Coupon" in Table 1 (subject to any adjustment as described in footnote 6 thereto).

"Class Notional Amount" with respect to each Class of Reference Tranche as of any Payment Date, means the notional principal amount on such Payment Date which amount will equal the initial Class Notional Amount of such Class of Reference Tranche, *minus* the aggregate amount of Senior Reduction Amounts and/or Subordinate Reduction Amounts allocated to such Class of Reference Tranche on such Payment Date and all prior Payment Dates, *minus* the aggregate amount of Tranche Write-down Amounts allocated to reduce the Class Notional Amount of such Class of Reference Tranche on such Payment Date and on all prior Payment Dates, and *plus* the aggregate amount of Tranche Write-up Amounts allocated to increase the Class Notional Amount of such Class of Reference Tranche on such Payment Date and on all prior Payment Dates. For the avoidance of doubt, no Tranche Write-up Amount or Tranche Write-down Amount will be applied twice on the same Payment Date.

"Class Principal Balance" means, individually and collectively, as of any Payment Date:

(1) with respect to each Class of Original Notes, the maximum dollar amount of principal to which the Holders of such Class of Notes are then entitled, with such amount being equal to the original Class Principal Balance of such Class of Notes, *minus* the aggregate amount of principal paid by the Trust on such Class of Notes on such Payment Date and all prior Payment Dates, *minus* the aggregate amount of Tranche Write-down Amounts allocated to reduce the Class Principal Balance of such Class of Notes on such Payment Date and on all prior Payment Dates, and *plus* the aggregate amount of Tranche Write-up Amounts allocated to increase the Class Principal Balance of such Class of Notes on such Payment Date and on all prior Payment Dates (in each case, without regard to any exchanges of Exchangeable Notes for MAC Notes); and

(2) with respect to each outstanding Class of MAC Notes that is entitled to principal, an amount equal to the outstanding Class Principal Balance or aggregate outstanding Class Principal Balance as of such Payment Date of the portion or portions of the related Class or Classes of Exchangeable Notes that are Original Notes and were exchanged for such MAC Note.

"Clearance System" means, individually and collectively, Euroclear and Clearstream.

"Clearstream" means Clearstream Banking, société anonyme, which holds securities for its participants and facilitates the clearance and settlement of securities transactions between its participants through electronic book-entry changes in accounts of its participants.

"Closing Date" means May 21, 2019.

"CLTV" means combined LTV ratio. This term is used in the appendices and our loan level disclosure. It is also referred to as TLTV.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" means collectively, the Additional Collateral and the Secured Collateral.

"Collateral Representation and Warranty Relief" means immediate relief granted to the sellers by us from their obligations for breaches of representations and warranties relating to property value, condition and marketability subject to certain conditions.

"Combinations" means the available modifications and combinations of Exchangeable Notes and MAC Notes.

"Commodity Exchange Act" means the Commodity Exchange Act, 7 U.S.C. 1 *et seq*.

"Common Depositary" means the common depositary for Euroclear, Clearstream and/or any other applicable clearing system, which will hold Common Depositary Notes on behalf of Euroclear, Clearstream and/or any such other applicable clearing system.

"Common Depositary Notes" means Notes that are deposited with a Common Depositary and that will clear and settle through the systems operated by Euroclear, Clearstream and/or any such other applicable clearing system other than DTC.

"Compliance Review" means the review conducted by the Third-Party Due Diligence Provider in connection with the STACR 2018-DNA2 notes issuance for compliance with certain federal, state and local laws and regulations.

"Compliance Review Sample" means those 31 mortgage loans selected from the Diligence Sample for the Compliance Review only in connection with the STACR 2018-DNA2 notes issuance, 31 of which were included in the Initial Cohort Pool and 29 of which are Reference Obligations in the Reference Pool.

"Confirmation" means the Confirmation, dated the Closing Date, between Freddie Mac and the Trust, which incorporates the definitions and provisions contained in the Credit Derivatives Definitions (as modified by the Confirmation) and evidences the specific terms of the Credit Protection Transaction.

"Conservation Act" means the Asset Conservation, Lender Liability and Deposit Insurance Act of 1996.

"Conservator" means FHFA in its capacity as conservator of Freddie Mac.

"Conservatorship Scorecard" means the annual scorecard issued by the Conservator.

"CPA Additional Termination Event" means the occurrence of any of the following, each of which constitutes an "Additional Termination Event" as defined in the Credit Protection Agreement:

1. The SEC makes a final determination that the Trust must register as an investment company under the Investment Company Act.

2. We reasonably determine, after consultation with external counsel (which will be a nationally recognized and reputable law firm), that we must register as a CPO under the Commodity Exchange Act and the regulations promulgated thereunder.

3. We reasonably determine that after the Closing Date, the adoption of any applicable law, regulatory guideline or interpretation or other statement of or regarding financial or regulatory accounting standards or principles, including with respect to capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Official Body, or any request or directive regarding the foregoing (in each case, whether or not having the force of law) of any Official Body, (a) materially adversely affects or would have the effect of materially adversely affecting the rate of return on the capital of us or any affiliate thereof, (b) materially increases the cost or reduces the benefit or would have the effect of materially increasing the cost or reducing the benefit to us or any such affiliate, in any case with respect to the Credit Protection Agreement or (c) has or would have a materially adverse effect on the treatment of the Credit Protection Agreement by us or any affiliate thereof for financial accounting purposes.

4. We reasonably determine that a financial accounting, tax, banking, insurance or regulatory (including regulatory accounting) requirement or event not contemplated by us on the Closing Date has occurred, which requirement or event could have a material adverse effect upon us.

5. We reasonably determine after consultation with a nationally recognized and reputable law firm, that any amendment, supplement or other modification of any Basic Document or any waiver of any provision thereof would materially and adversely affect our interests, but only if we have not provided our written consent to such amendment, supplement, modification or waiver.

6. The maturity of the Notes has been accelerated in accordance with the Indenture.

7. The aggregate UPB of the Reference Obligations is less than or equal to 10% of the Cut-off Date Balance of the Reference Pool.

8. The Credit Protection Transaction remains outstanding on or after the Payment Date in the calendar month prior to May 2029.

9. The Indenture Trustee ceases to have a first priority, valid and enforceable security interest in the Collateral or such security interest proves not to have been a valid or enforceable first-priority security interest when granted or purported to have been granted.

"CPA Early Termination Date" means a Payment Date that is designated as an early termination date pursuant to the Credit Protection Agreement following the occurrence of (i) an event of default under the Credit Protection Agreement or (ii) a CPA Early Termination Event.

"CPA Early Termination Event" means, individually and collectively, an event that constitutes (i) an Illegality, (ii) a Tax Event, (iii) a Tax Event Upon Merger, and/or (iv) a CPA Additional Termination Event.

"CPA Scheduled Termination Date" means the Payment Date in January 2048.

"CPA Termination Date" means the earliest to occur of:

(i) the CPA Scheduled Termination Date;

(ii) the CPA Early Termination Date;

(iii) the Payment Date related to the Reporting Period in which there occurs the final payment or other liquidation of the last Reference Obligation remaining in the Reference Pool or the disposition of any REO in respect thereof;

(iv) the Payment Date related to the Reporting Period in which there occurs the removal of the last Reference Obligation remaining in the Reference Pool or any REO in respect thereof; and

(v) the Payment Date on which the aggregate Class Principal Balance of all outstanding Classes of Original Notes is reduced to zero (without giving effect to any allocations of Tranche Write-down Amounts or Tranche Write-up Amounts on such Payment Date and all prior Payment Dates) and accrued and unpaid interest due on the Original Notes has been paid in full.

"CPDI Regulations" means the Regulations governing contingent payment debt instruments.

"CPO" means a "commodity pool operator" as defined under the Commodity Exchange Act.

"CPR" or **"Constant Prepayment Rate"** means a rate based on an assumption that the outstanding principal balance of a pool of mortgage loans prepays at a specified constant annual rate.

"Credit Derivatives Definitions" means the 2014 ISDA Credit Derivatives Definitions, as published by ISDA.

"Credit Event" with respect to any Payment Date on or before the CPA Termination Date and any Reference Obligation, means the first to occur of any of the following events with respect to such Reference Obligation being reported by the applicable servicer to Freddie Mac during the related Reporting Period: (i) a short sale with respect to the related mortgaged property is settled, (ii) a related seriously delinquent mortgage note is sold prior to foreclosure, (iii) the mortgaged property that secured the related mortgage note is sold to a third party at a foreclosure sale, (iv) an REO disposition occurs or (v) the related mortgage note is charged off. With respect to any Credit Event Reference Obligation, there can only be one occurrence of a Credit Event; provided that one additional separate Credit Event can occur with respect to each instance of such Credit Event Reference Obligation becoming a Reversed Credit Event Reference Obligation. For the avoidance of doubt, a refinancing of a Reference Obligation under our Enhanced Relief Refinance Program and, if permitted as described in this Memorandum, the replacement thereof in the Reference Pool with the resulting Enhanced Relief Refinance Reference Obligation will not constitute a Credit Event. See *"General Mortgage Loan Purchase and Servicing — Enhanced Relief Refinance Program"* in Appendix F for a description of the Enhanced Relief Refinance Program.

"Credit Event Amount" with respect to each Payment Date, means the aggregate amount of the Credit Event UPBs of all Credit Event Reference Obligations for the related Reporting Period.

"Credit Event Net Gain" with respect to any Credit Event Reference Obligation, means an amount equal to the excess, if any, of:

(a) the related Net Liquidation Proceeds; over

(b) the sum of:

(i) the related Credit Event UPB;

(ii) the total amount of prior principal forgiveness modifications (for the avoidance of doubt, excluding any reduction in principal balance that resulted from an Enhanced Relief Refinance Reference Obligation replacing the corresponding original Reference Obligation in the Reference Pool, if such replacement is permitted as described in this Memorandum), if any, on the related Credit Event Reference Obligation; and

(iii) delinquent accrued interest thereon, calculated at the related Current Accrual Rate from the related last paid interest date through the date Freddie Mac determines such Reference Obligation has been reported as a Credit Event Reference Obligation.

"Credit Event Net Loss" with respect to any Credit Event Reference Obligation, means an amount equal to the excess, if any, of:

(a) the sum of:

(i) the related Credit Event UPB;

(ii) the total amount of prior principal forgiveness modifications (for the avoidance of doubt, excluding any reduction in principal balance that resulted from an Enhanced Relief Refinance Reference Obligation replacing the corresponding original Reference Obligation in the Reference Pool, if such replacement is permitted as described in this Memorandum), if any, on the related Credit Event Reference Obligation; and

(iii) delinquent accrued interest thereon, calculated at the related Current Accrual Rate from the related last paid interest date through the date Freddie Mac determines such Reference Obligation has been reported as a Credit Event Reference Obligation, over

(b) the related Net Liquidation Proceeds.

"Credit Event Reference Obligation" with respect to any Payment Date, means any Reference Obligation with respect to which a Credit Event has occurred during the related Reporting Period.

"Credit Event Sensitivity Tables" means the tables set forth in *"Prepayment and Yield Considerations — Yield Considerations with Respect to the Notes — Credit Event Sensitivity Tables"*.

"Credit Event UPB" with respect to any Credit Event Reference Obligation, means the UPB thereof as of the end of the Reporting Period related to the Payment Date on which it became a Credit Event Reference Obligation.

"Credit Premium Payment" with respect to any Payment Date, means the greater of (i) the aggregate Interest Payment Amount for such Payment Date minus the earnings (including the aggregate amount of realized principal gains less any realized principal losses) on Eligible Investments during the prior calendar month; provided that with respect to the final Payment Date, such earnings will be measured based on the prior calendar month and the then-current calendar month and (ii) $0.

"Credit Protection Agreement" means collectively, the Master Agreement and the Confirmation, each as may be amended, supplemented or modified from time to time.

"Credit Protection Payment" with respect to any Payment Date, means the aggregate Tranche Write-down Amounts, if any, allocated to reduce the Class Principal Balance of each applicable outstanding Class of Notes on such Payment Date (without regard to any exchanges of Exchangeable Notes for any MAC Notes).

"Credit Protection Reimbursement Payment" with respect to any Payment Date, means the aggregate Tranche Write-up Amounts, if any, allocated to increase the Class Principal Balance of each applicable outstanding Class of Notes on such Payment Date (without regard to any exchanges of Exchangeable Notes for any MAC Notes).

"Credit Protection Transaction" means the transaction governed by the Credit Protection Agreement.

"Credit Review" means those 350 mortgage loans selected as part of the Credit Review Sample and Dual Review Sample.

"Credit Review Sample" means those 306 mortgage loans selected from the Diligence Sample for a credit only review in connection with the STACR 2018-DNA2 notes issuance, 283 of which were in the Initial Cohort Pool and 269 of which are Reference Obligations in the Reference Pool.

"Credit Score" means a number reported by a credit bureau, based on statistical models, that summarizes an individual's credit record.

"CTA" means a "commodity trading advisor" as defined under the Commodity Exchange Act.

"Cumulative Net Loss Percentage" with respect to each Payment Date, means a percentage equal to (i) the Principal Loss Amount for such Payment Date and all prior Payment Dates less the Principal Recovery Amount for such Payment Date and all prior Payment Dates; divided by (ii) the aggregate unpaid principal balance of the Reference Obligations in the Reference Pool as of the Cut-off Date.

"Cumulative Net Loss Test" with respect to any Payment Date, means a test that will be satisfied if the Cumulative Net Loss Percentage does not exceed the applicable percentage indicated below:

Payment Date occurring in the period	Percentage
June 2019 to May 2020	0.10%
June 2020 to May 2021	0.20%
June 2021 to May 2022	0.30%
June 2022 to May 2023	0.40%
June 2023 to May 2024	0.50%
June 2024 to May 2025	0.60%
June 2025 to May 2026	0.70%
June 2026 to May 2027	0.80%
June 2027 to May 2028	0.90%
June 2028 to May 2029	1.00%
June 2029 to May 2030	1.10%
June 2030 to May 2031	1.20%
June 2031 and thereafter	1.30%

"Cumulative Note Write-down Amount Tables" means the tables set forth in *"Prepayment and Yield Considerations — Yield Considerations with Respect to the Notes — Cumulative Note Write-down Amount Tables"*.

"Current Accrual Rate" with respect to each Payment Date and any Reference Obligation, the lesser of (i) the related current Accounting Net Yield; and (ii) the related current mortgage rate thereon (as adjusted for any modifications) minus 0.35%.

"Custodian" means the custodian pursuant to the Account Control Agreement. The Custodian on the Closing Date will be U.S. Bank.

"Custodian Account" means an Eligible Account established and maintained by the Custodian pursuant to the Indenture and the Account Control Agreement in the name of the Issuer, subject to the lien of the Indenture Trustee, for the benefit of the Secured Parties.

"Cut-off Date" means the close of business on March 15, 2019.

"Cut-off Date Balance" means $44,587,639,583, which is the aggregate UPB of the Reference Obligations as of the Cut-off Date.

"Day Count Fraction" means the percentage equivalent of a fraction, the numerator of which is the actual number of days in the related Accrual Period and the denominator of which is 360.

"Declining Balances Tables" means the tables set forth in *"Prepayment and Yield Considerations — Weighted Average Lives of the Notes — Declining Balances Tables"*.

"Deficiency Amount" means the amount, if any, by which our total liabilities exceed our total assets, as reflected on our GAAP balance sheet for the applicable fiscal quarter.

"Definitive Notes" means fully-registered Notes in definitive form.

"Delaware Trust Statute" means Chapter 38 of Title 12 of the Delaware Code, 12 *Del. Code* § 3801 *et seq.*, as the same may be amended from time to time.

"Delinquency Test" with respect to any Payment Date, means a test that will be satisfied if:

(a) the sum of the Distressed Principal Balance for the current Payment Date and each of the preceding five Payment Dates, divided by six or, in the case of any Payment Date prior to the sixth Payment Date after the Closing Date, the sum of the Distressed Principal Balance for the current Payment Date and each of the preceding Payment Dates, divided by the number of Payment Dates since the Closing Date

is less than

(b) 50% of the amount by which (i) the product of (x) the Subordinate Percentage and (y) the aggregate UPB of the Reference Obligations as of the preceding Payment Date; exceeds (ii) the Principal Loss Amount for the current Payment Date.

"Designated Page" means Bloomberg L.P.'s page "BBAM", or any other page that may replace page BBAM on that service or any other service that ICE nominates as the information vendor to display ICE's interest settlement rates for deposits in U.S. dollars.

"Diligence Sample" means the 381 mortgage loans selected by the Third-Party Diligence Provider from the Available Sample in connection with the STACR 2018-DNA2 notes issuance, 352 of which were included in the Initial Cohort Pool and 330 of which are Reference Obligations in the Reference Pool.

"Distressed Principal Balance" with respect to any Payment Date, means the sum, without duplication, of the UPB of Reference Obligations that meet any of the following criteria:

(a) Reference Obligations that are 60 days or more delinquent;

(b) Reference Obligations that are in foreclosure, bankruptcy, or REO status; or

(c) Reference Obligations that were modified in the 12 months preceding the end of the related Reporting Period.

"Distribution Account" means the Eligible Account designated as the "Distribution Account" and established in the name of the Indenture Trustee pursuant to the Indenture in which the following will be deposited (a) investment income earned on the Eligible Investments, (b) proceeds from the liquidation of Eligible Investments and (c) Credit Premium Payments, Credit Protection Reimbursement Payments and Credit Protection Payments, that become due and payable.

"Dodd Frank Act" means the Dodd-Frank Wall Street Reform and Consumer Protection Act.

"DTC" means The Depository Trust Company, a New York-chartered limited purpose trust company.

"DTC Note" means a Note cleared, settled and maintained on the DTC system, registered in the name of a nominee of DTC. All Notes will be DTC Notes at issuance.

"DTI" means the ratio of a mortgagor's monthly debt obligations (including the proposed new housing payment and related expenses such as property taxes and property insurance) to such mortgagor's gross monthly income.

"DU" means Desktop Underwriter®, Fannie Mae's proprietary AUS.

"Dual Review Sample" means those 44 mortgage loans selected from the Diligence Sample for the Compliance Review and those 44 mortgage loans selected from the Diligence Sample for the Credit Review Sample in connection with the STACR 2018-DNA2 notes issuance, 38 of which were included in the Initial Cohort Pool and 32 of which are Reference Obligations in the Reference Pool.

"Early Redemption Date" means the CPA Early Termination Date.

"EEA" means European Economic Area.

"Eligibility Criteria" means the eligibility criteria to be satisfied with respect to each Reference Obligation in the Reference Pool, which criteria are as follows:

(a) was a mortgage loan included in the Initial Cohort Pool;

(b) has not been prepaid in full as of April 2, 2019;

(c) as of April 2, 2019, the servicer has not reported that the mortgagor of such Reference Obligation has filed for bankruptcy;

(d) has not been repurchased by the applicable seller or servicer as of April 2, 2019;

(e) has no Underwriting Defects, Major Servicing Defects or Minor Servicing Defects found in our internal quality control process as of April 2, 2019; and

(f) as of February 28, 2019, has not been reported to be 30 days or more delinquent since August 31, 2018, and has not been reported to be 30 days delinquent more than once since February 28, 2018.

Subject to approval by the CFTC granting our request to amend the No-Action Letter as described in this Memorandum and the satisfaction of certain other conditions, upon the refinancing of a Reference Obligation under the Enhanced Relief Refinance Program, the resulting Enhanced Relief Refinance Reference Obligation

will be deemed a Reference Obligation and will be included in the Reference Pool in the place of the original refinanced Reference Obligation following the Enhanced Relief Refinance Program Release Date, notwithstanding that such Enhanced Relief Refinance Reference Obligation may not meet all the Eligibility Criteria set forth above. See *"General Mortgage Loan Purchase and Servicing — Enhanced Relief Refinance Program"* in Appendix F for a description of the Enhanced Relief Refinance Program.

"Eligible Account" means any of (a) an account or accounts maintained with a federal or state-chartered depository institution or trust company (including the Indenture Trustee and Custodian) that, in either case, has a combined capital and surplus of at least $1,000,000,000 and the long-term unsecured debt obligations of which are rated at least "BBB" by S&P (or "A-" or higher by S&P if such institution's short-term debt obligations are rated less than "A-2" by S&P), "A3" by Moody's or "A" by Fitch, if the deposits are to be held in such account for 30 days or more, or the short-term debt obligations of which have a short-term rating of not less than "A-2" by S&P, "P-2" by Moody's or "F1" by Fitch, if the deposits are to be held in such account for less than 30 days; or (b) a segregated trust account or accounts maintained with the corporate trust department of a federal or state-chartered depository institution or trust company that, in either case, has a combined capital and surplus of at least $50,000,000 and has corporate trust powers, acting in its fiduciary capacity, and the long-term deposit or unsecured debt obligations of which are rated at least "BBB+" by S&P (or "A-" or higher by S&P if such institution's short-term debt obligations are rated less than "A-2" by S&P), "A" by Fitch and "A3" by Moody's, if the deposits are to be held in such account for 30 days or more, or the short-term debt obligations of which have a short-term rating of not less than "A-2" by S&P, "F-1" by Fitch and "P-2" by Moody's, if the deposits are to be held in such account for less than 30 days, provided, that with respect to this clause (b), that any state-chartered depository institution or trust company is subject to regulation regarding fiduciary funds substantially similar to 12 C.F.R. § 9.10(b).

"Eligible Investments" means each of the following U.S. dollar-denominated investments, which must comply with the CFTC guidelines specified in the No-Action Letter as long as such investment has a maturity date no later than 60 days from the date of purchase:

(a) obligations issued or fully guaranteed by the U.S. government or a U.S. government agency or instrumentality;

(b) repurchase obligations with terms of 30 days or less involving any security described in (a) above and entered into with a depository institution or trust company (as principal) subject to supervision by federal or state banking authorities provided that the short term deposits and/or long term obligations or deposits of the depository institution or trust company are rated in the highest rating category by each applicable NRSRO; and

(c) government money market funds rated in one of two highest categories for long-term unsecured debt or in the highest category for short-term obligations by each applicable NRSRO; provided that such fund is an approved fund under the Investment Management Agreement;

provided, however, that in the event an investment fails to qualify under any of clauses (a) through (c) above, the proceeds of the sale of such investment will still be deemed to be proceeds of an Eligible Investment, provided such proceeds are promptly distributed in accordance with the Indenture or reinvested in Eligible Investments, as applicable. With respect to government money market funds, the maturity date will be determined under SEC Rule 2a-7 promulgated under the Investment Company Act.

"ELTV" or **"Estimated Loan-to-Value"** with respect to each Reference Obligation, means the estimated LTV ratio obtained by dividing the outstanding balance of the Reference Obligation as of the Cut-off Date by the value of the related mortgaged property obtained through HVE as of the Cut-off Date.

"Enhanced Relief Refinance Program" means our high LTV ratio refinance program, effective October 1, 2017, designed to provide refinance opportunities to borrowers with existing Freddie Mac mortgage loans who are current in their mortgage payments but whose LTV ratios exceed the maximum permitted for standard refinance products under our Guide.

"Enhanced Relief Refinance Program Criteria" with respect to a Reference Obligation, means that such Reference Obligation: (i) was originated on or after October 1, 2017, (ii) was originated at least 15 months prior to the date it was paid in full, (iii) had no 30-day delinquency in the six-month period immediately preceding the

date it was paid in full, and no more than one 30-day delinquency in the 12-month period immediately preceding the date it was paid in full, and (iv) is secured by a mortgaged property with a current estimated property value that is reasonably believed by Freddie Mac to result in eligibility under the Enhanced Relief Refinance Program. See *"General Mortgage Loan Purchase and Servicing — Enhanced Relief Refinance Program"* in Appendix F for a description of the Enhanced Relief Refinance Program Criteria.

"Enhanced Relief Refinance Program Release Date" with respect to any Reference Obligation, means the date on which such Reference Obligation meeting the Enhanced Relief Refinance Program Criteria is removed from the Reference Pool, which is the earlier of (i) the date we are able to confirm whether the payment in full for such Reference Obligation was made in connection with the Enhanced Relief Refinance Program and (ii) the date that is 180 days following such payment in full.

On the Enhanced Relief Refinance Program Release Date with respect to each original Reference Obligation that was paid in full, the following will apply:

(a) if we confirm that the payment in full was made in connection with the Enhanced Relief Refinance Program, such original Reference Obligation will be removed from the Reference Pool and the resulting Enhanced Relief Refinance Reference Obligation will replace such original Reference Obligation in the Reference Pool (which removal and replacement will not constitute a Reference Pool Removal);

(b) if we confirm that the payment in full was not made in connection with the Enhanced Relief Refinance Program, such original Reference Obligation will be removed from the Reference Pool (which removal will constitute a Reference Pool Removal); and

(c) if neither such confirmation can be made in (a) or (b) above, such original Reference Obligation will be removed from the Reference Pool (which removal will constitute a Reference Pool Removal).

"Enhanced Relief Refinance Reference Obligation" with respect to any original Reference Obligation, means the corresponding mortgage loan that is created after such original Reference Obligation is refinanced under the Enhanced Relief Refinance Program.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Plan" means an employee benefit plan, or certain other retirement plans and arrangements, including IRAs and annuities, Keogh plans, and collective investment funds in which such plans, accounts, annuities or arrangements are invested, that are described in or must follow Title I of ERISA or Section 4975 of the Code, or an entity that is deemed to hold the assets of any such plan.

"EU Due Diligence Requirements" means the requirements applicable to EU Institutional Investors under Article 5 of the EU Securitization Regulation.

"EU Institutional Investor" means an institutional investor as defined in the EU Securitization Regulation.

"EU Retention Requirement" means the requirement that the originator, sponsor or original lender of the securitization, in accordance with Article 6 of the EU Securitization Regulation, (i) retains on an ongoing basis a material net economic interest which, in any event, shall not be less than 5%, and (ii) discloses information about the risk retention to EU Institutional Investors.

"EU Securitization Regulation" means: (i) Regulation (EU) 2017/2402 and (ii) any implementing regulation, technical standards and official guidance related thereto, in each case as amended, varied or substituted from time to time.

"EU Risk Retention Letter" means our letter agreement, dated the Closing Date, for the benefit of each EU Institutional Investor.

"Euroclear" means the Euroclear system, a depositary that holds securities for its participants and clears and settles transactions between its participants through simultaneous electronic book-entry delivery against payment.

"Euroclear Operator" means Euroclear Bank S.A./N.V.

"Excess Expenses" as of any date of determination, means any Expenses due and owing which are in excess of the applicable Expense Cap.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Administrator" means the exchange administrator pursuant to the Indenture. On the Closing Date, the Exchange Administrator will be U.S. Bank.

"Exchangeable Classes" means the Classes of Exchangeable Notes.

"Exchangeable Notes" means the Classes of Original Notes that are modifiable and combinable with the MAC Notes and vice versa, *i.e.*, the Class B-2A Notes and Class B-2B Notes.

"Expense Cap" means the maximum Expenses that will be reimbursed in any consecutive 12-month period, as follows:

(a) with respect to the Indenture Trustee, Custodian, Investment Manager, and Exchange Administrator, individually and collectively, the aggregate amount of $100,000; provided that, in the event the Indenture Trustee and the Exchange Administrator are affiliates, then the portion of the Expense Cap applicable to the Indenture Trustee will be $50,000 and the portion of the Expense Cap applicable to the Custodian, Exchange Administrator and Investment Manager, individually and collectively, will be $50,000; and

(b) with respect to the Owner Trustee, the aggregate amount of $100,000;

provided, that, Expenses incurred by the Indenture Trustee or the Owner Trustee related to or resulting from an Indenture Event of Default will not be subject to the Expense Cap. For the avoidance of doubt, Excess Expenses will be reimbursed in the next subsequent month in which the Expense Cap is not exceeded in the immediately preceding 12-month period.

"Expenses" with respect to any Payment Date, means an amount equal to the sum of all related fees, charges, indemnity amounts, costs and other amounts payable or reimbursable to each of the Indenture Trustee, the Custodian, the Investment Manager, the Exchange Administrator and the Owner Trustee, but excluding the Fees.

"Fannie Mae" means the Federal National Mortgage Association.

"FATCA" means Sections 1471 through 1474 of the Code (or any amended or successor version) and any current or future regulations or official interpretations thereof.

"FATCA Regulations" means the final regulations promulgated to implement the FATCA provisions of the Hiring Incentives to Restore Employment Act.

"FATCA Withholding Tax" means any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code. For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of the Credit Protection Agreement.

"FCA" means the Financial Conduct Authority of the United Kingdom.

"FDIC" means the Federal Deposit Insurance Corporation.

"Federal Reserve" means the Federal Reserve System.

"Fees" with respect to each Transaction Party, means the annual fees (whether payable annually, monthly or otherwise) payable to such party with respect to the execution of their respective duties under the Basic Documents as may be agreed to by such Transaction Party and the Sponsor.

"FEMA" means the Federal Emergency Management Agency.

"FHA" means the Federal Housing Administration.

"FHFA" means the Federal Housing Finance Agency.

"Fiduciary Rule" means the regulations promulgated at 29 C.F.R. Section 2510.3-21.

"FIEA" means the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended).

"Financial Intermediary" means each brokerage firm, bank, thrift institution or other financial intermediary that maintains the account for each person who owns a beneficial ownership interest in the Notes issued in global form.

"Fitch" means Fitch Ratings, Inc.

"Flex Modification" means the Freddie Mac Flex Modification initiative pursuant to which a mortgage loan may be modified up to three times as described more fully in Appendix F.

"Freddie Mac Act" means the Federal Home Loan Mortgage Corporation Act, as amended (12 U.S.C. §1451-1459).

"FSCMA" means the Financial Investment Service and Capital Markets Act of Korea.

"FSMA" means the United Kingdom Financial Services and Markets Act 2000, as amended.

"GAAP" means generally accepted accounting principles.

"Garn-St. Germain Act" means the Garn-St. Germain Depository Institutions act of 1982.

"Grant" means to grant, bargain, sell, warrant, alienate, remise, demise, release, convey, assign, transfer, mortgage, pledge, create and grant a security interest in and right of set-off against, deposit, set over and confirm. A Grant of any item of Collateral will include all rights, powers and options (but none of the obligations) of the granting party thereunder, including the immediate continuing right to claim for, collect, receive and receipt for principal, interest and fee payments in respect of such item of Collateral, and all other monies payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Guide" means the Freddie Mac Single-Family Seller/Servicer Guide.

"Hague Securities Convention" means the Hague Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary.

"HARP" means the Home Affordable Refinance Program introduced by the FHFA and Treasury in 2009 as part of the Making Home Affordable program.

"HOEPA" means the Homeowners Equity Protection Act.

"Holder" means, in the case of (a) DTC Notes, DTC or its nominee; (b) Common Depositary Notes, the depository, or its nominee, in whose name the Notes are registered on behalf of a related clearing system; and (c) Notes in definitive registered form, the person or entity in whose name such Notes are registered in the Register.

"HUD" means the U.S. Department of Housing and Urban Development.

"HVE" means Home Value Explorer, a proprietary AVM of Freddie Mac.

"ICE" means the ICE Benchmark Administration Limited.

"Illegality" means an event that will occur if, due to the adoption of, or change in, any applicable law, it becomes unlawful for either the Protected Party or the Trust (such party being the Affected Party) to perform any obligation under the Credit Protection Agreement.

"Incorporated Documents" means, collectively, the documents incorporated by reference in this Memorandum including, (1) our most recent Annual Report on Form 10-K filed with the SEC; (2) all other reports we have filed with the SEC pursuant to Section 13(a) of the Exchange Act since the end of the year covered by that Form 10-K report, excluding any information we "furnish" to the SEC on Form 8-K; and (3) all documents that

we file with the SEC pursuant to Section 13(a), 13(c) or 14 of the Exchange Act after the date of this Memorandum and prior to the termination of the offering of the Notes, excluding any information we "furnish" to the SEC on Form 8-K.

"Indemnifiable Tax" means any Tax other than a Tax that would not be imposed in respect of a payment under the Credit Protection Agreement but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organized, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment under, or enforced, the Credit Protection Agreement), which will not include any FATCA Withholding Tax.

"Indenture" means that certain Indenture, to be dated as of the Closing Date, among the Trust, as Issuer, and U.S. Bank, as Indenture Trustee, Custodian and Exchange Administrator.

"Indenture Event of Default" means the occurrence of an event of default under the Indenture as described in *"The Agreements — The Indenture — Indenture Events of Default"*.

"Indenture Trustee" means the indenture trustee pursuant to the Indenture. On the Closing Date, the Indenture Trustee will be U.S. Bank.

"Initial Cohort Pool" means all mortgage loans that were part of the STACR 2018-DNA2 reference pool as of June 20, 2018. Each such mortgage loan met the following criteria:

(a) is a fully amortizing, fixed-rate, one- to four-unit, first lien mortgage loan, which has an original term of 241 to 360 months;

(b) (i) with respect to each Reference Obligation acquired by Freddie Mac between August 1, 2017 and November 30, 2017, was originated on or after May 1, 2017; and (ii) with respect to each Reference Obligation acquired by Freddie Mac between November 1, 2016 and March 31, 2017, was originated on or after August 1, 2016;

(c) has not been prepaid in full as of May 2, 2018;

(d) as of May 2, 2018, the servicer has not reported that the mortgagor of such Reference Obligation has filed for bankruptcy;

(e) has not been repurchased by the applicable seller or servicer as of May 2, 2018;

(f) has no Underwriting Defects, Major Servicing Defects, Minor Servicing Defects, Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects found in our internal quality control process as of May 2, 2018;

(g) as of March 31, 2018, has never been reported to be 30 days or more delinquent since being purchased by Freddie Mac;

(h) was originated with documentation as described under *"General Mortgage Loan Purchase and Servicing — Underwriting Standards — Documentation"* in Annex A of the STACR 2018-DNA2 private placement memorandum;

(i) is not covered by mortgage or pool insurance;

(j) does not have an original loan-to-value ratio that (i) is less than or equal to 60% or (ii) exceeds 80%;

(k) has an original combined loan-to-value ratio that is less than or equal to 97%;

(l) subject to any applicable TOBs or certain pilot programs, is not subject to recourse or other credit enhancement;

(m) was not originated under our relief refinance program (including HARP, which is FHFA's name for our relief refinance program for mortgages with an LTV greater than 80%);

(n) was not associated with a mortgage revenue bond purchased by Freddie Mac;

(o) had an original principal balance greater than or equal to $5,000; and

(p) was not originated under a government program (e.g., FHA, VA or Guaranteed Rural Housing loans).

"Initial Exchange Date" means (i) with respect to any deemed exchange or combination of deemed exchanges that results in the related Holder not retaining any Interest Only MAC Notes in connection with such exchange or combination of exchanges, the Closing Date and (ii) with respect to any exchange or combination of exchanges that results in the related Holder retaining any Interest Only Mac Notes in connection with such exchange or combination of exchanges, the 15th day following the Closing Date (or if such 15th day is not a Business Day, the next Business Day).

"Initial Purchaser" means, individually and collectively, Barclays, BofA Merrill Lynch, CastleOak, Nomura and Wells Fargo Securities.

"Interest Accrual Amount" with respect to each outstanding Class of Notes (and for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts, the Class MB-H and Class B-3H Reference Tranches) during each Accrual Period, means an amount equal to:

(i) the Class Coupon for such Class of Notes, the Class MB-H Reference Tranche or the Class B-3H Reference Tranche, as applicable, for such Accrual Period (calculated using the applicable Class Coupon formula described in Table 1, if applicable), multiplied by

(ii) the Class Principal Balance, Notional Principal Amount or Class Notional Amount of such Class of Notes, the Class MB-H Reference Tranche or the Class B-3H Reference Tranche, as applicable, immediately prior to such Payment Date, multiplied by

(iii) the Day Count Fraction.

"Interest Only MAC Notes" means the MAC Notes that receive interest payments but not principal payments, *i.e.*, the Class B-2AI Notes.

"Interest Payment Amount" with respect to each outstanding Class of Notes and any Payment Date, means an amount equal to the related Interest Accrual Amount for such Class of Notes, less any Modification Loss Amount for such Payment Date allocated to reduce the Interest Payment Amount for such Class of Notes for such Payment Date pursuant to the Modification Loss Priority, or plus any Modification Gain Amount for such Payment Date allocated to increase the Interest Payment Amount of such Class of Notes for such Payment Date pursuant to the Modification Gain Priority.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"Investment Guidelines" means the investment objectives, policies, directions and restrictions set forth in the Investment Management Agreement.

"Investment Manager" means the investment manager pursuant to the Investment Management Agreement. The Investment Manager on the Closing Date will be U.S. Bancorp Asset Management, Inc.

"Investment Management Agreement" means the Investment Management Agreement dated as of the Closing Date among the Investment Manager, the Administrator, the Sponsor and the Trust.

"IRA" means an individual retirement account.

"IRS" means the Internal Revenue Service.

"ISDA" means the International Swaps and Derivatives Association, Inc.

"Issuer" means the Trust.

"Junior Reference Tranche" means each of the Class B-2A, Class B-2AH, Class B-2B, Class B-2BH and Class B-3H Reference Tranches.

"Letter Agreement" means the letter agreement, dated December 21, 2017, we, through FHFA, acting as Conservator, entered into that amends the Senior Preferred Stock.

"Letter of Representations" means the Blanket Issuer Letter of Representations dated July 5, 2017 and the related 144A Rider, each from us to DTC.

"LIBOR" means the London Interbank Offered Rate, as determined by the Indenture Trustee on each LIBOR Adjustment Date.

"LIBOR Adjustment Date" means the second LIBOR Business Day before each Accrual Period begins.

"LIBOR Business Day" means a day on which banks are open for dealing in foreign currency and exchange in London, New York City and Washington, D.C.

"Liquidation Proceeds" with respect to any Credit Event Reference Obligation, means all cash amounts (including sales proceeds) received in connection with the liquidation of the Credit Event Reference Obligation.

"Loan Advisor Suite" means our end-to-end technology platform that assesses credit, capacity and collateral to help sellers validate the quality of the loans they originate and which meet the eligibility requirements set forth in the Guide.

"LP" means Loan Prospector, a proprietary platform of Freddie Mac and predecessor to LPA.

"LPA" means Loan Product Advisor℠, a proprietary platform of Freddie Mac which is a successor to LP.

"LTV" means loan-to-value, which is a ratio of (a) the total principal balance of a mortgage loan to (b) the value of the mortgaged property at origination.

"MAC Classes" means the Classes of MAC Notes.

"MAC Notes" means interests in the Exchangeable Notes represented by the modifiable and combinable STACR Notes identified on Table 2 to the Memorandum, *i.e.*, the Class B-2, Class B-2AR and Class B-2AI Notes.

"MAC Pool" means the arrangement under which MAC Classes are created.

"Major Servicing Defect" with respect to each Payment Date and any Reference Obligation for which Freddie Mac has determined the existence of an Unconfirmed Servicing Defect, means the occurrence of any of the following:

(a) repurchase or make-whole payment by the related servicer resulting in a full recovery of losses incurred by Freddie Mac during the related Reporting Period; or

(b) the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation becomes subject to a bankruptcy, an insolvency proceeding or a receivership.

Reference Obligations covered under servicing settlements will not result in Major Servicing Defects.

"Master Agreement" means the 1992 ISDA Master Agreement (Multicurrency-Cross Border) dated as of the Closing Date between the Trust and Freddie Mac, including the schedule thereto.

"Maturity Date" means the earliest to occur of (i) the Scheduled Maturity Date, (ii) the Early Redemption Date and (iii) the CPA Termination Date.

"Memorandum" means this Private Placement Memorandum.

"MERS" means Mortgage Electronic Registration Systems, Inc.

"Mezzanine Reference Tranche" means the Class MB-H Reference Tranche.

"Minimum Credit Enhancement Test" with respect to any Payment Date, means a test that will be satisfied if the Subordinate Percentage is greater than or equal to 3.75%.

"Minor Servicing Defect" with respect to each Payment Date and any Reference Obligation for which Freddie Mac has determined the existence of an Unconfirmed Servicing Defect, means the occurrence of a remedy, other

than by repurchase or make-whole payment that is mutually agreed upon by both Freddie Mac and the related servicer that results in a recovery of the damages sustained by Freddie Mac on such Reference Obligation as a result of such Unconfirmed Servicing Defect.

"Modeling Assumptions" means the modeling assumptions set forth in *"— Assumptions Relating to Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Tables, Cumulative Note Write-Down Amount Tables and Yield Tables"*.

"Modification Event" with respect to any Reference Obligation, means a forbearance or mortgage rate modification relating to such Reference Obligation, in each case as reported by the applicable servicer to us during the related Reporting Period. For the avoidance of doubt, a refinancing of a Reference Obligation under the Enhanced Relief Refinance Program and, if permitted as described in the Memorandum, replacement thereof in the Reference Pool with the resulting Enhanced Relief Refinance Reference Obligation will not constitute a Modification Event; provided, however, an Enhanced Relief Refinance Reference Obligation that is replaced in the Reference Pool and subsequently experiences a forbearance or mortgage rate modification relating to such Enhanced Relief Refinance Reference Obligation will constitute a Modification Event.

"Modification Excess" with respect to each Payment Date and any Reference Obligation that has experienced a Modification Event, means the excess, if any, of:

(a) one-twelfth of the Current Accrual Rate multiplied by the interest bearing UPB of such Reference Obligation; over

(b) one-twelfth of the Original Accrual Rate multiplied by the UPB of such Reference Obligation.

"Modification Gain Amount" with respect to each Payment Date, means the excess, if any, of the aggregate Modification Excess over the aggregate Modification Shortfall for such Payment Date.

"Modification Gain Priority" means the order of priority in which the Modification Gain Amount, if any, will be allocated on each Payment Date on or prior to the Maturity Date, as described in *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Modification Gain Amount"*.

"Modification Loss Amount" with respect to each Payment Date, means the excess, if any, of the aggregate Modification Shortfall over the aggregate Modification Excess for such Payment Date.

"Modification Loss Priority" means the order of priority in which the Modification Loss Amount, if any, will be allocated on each Payment Date on or prior to the Maturity Date, as described in *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Modification Loss Amount"*.

"Modification Shortfall" with respect to each Payment Date and any Reference Obligation that has experienced a Modification Event, means the excess, if any, of:

(a) one-twelfth of the Original Accrual Rate multiplied by the UPB of such Reference Obligation; over

(b) one-twelfth of the Current Accrual Rate multiplied by the interest bearing UPB of such Reference Obligation.

"Moody's" means Moody's Investors Service, Inc.

"MSR" means mortgage servicing right, i.e., the contractual right to service a mortgage loan.

"Net Liquidation Proceeds" with respect to each Payment Date and any Credit Event Reference Obligation, means the sum of the related Liquidation Proceeds, any related mortgage insurance proceeds, and any proceeds received from the related servicer in connection with a Minor Servicing Defect (except for those included in the Modification Excess for such Credit Event Reference Obligation), less related expenses, credits and reimbursement of advances; including but not limited to taxes and insurance, legal costs, maintenance and preservation costs.

"NI 31-103" means Canadian National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations.

"NI-45-106" means Canadian National Instrument 45-106 Prospectus Exemptions.

"No-Action Letter" means CFTC Letter No. 14-111 dated August 25, 2014 granting no-action relief from the CFTC to Freddie Mac, a copy of which is attached to this Memorandum as Appendix E.

"Nomura" means Nomura Securities International, Inc.

"Non-U.S. Beneficial Owner" means a Beneficial Owner of a Note that is an individual, a corporation, an estate or a trust that is not a U.S. Person.

"Note Owners" means persons acquiring beneficial ownership interests in the Book-Entry Notes.

"Note Purchase Agreement" means the Note Purchase Agreement dated on or before the Closing Date among us, the Issuer and Barclays, under which Barclays is acting for itself and as representative of the Initial Purchasers.

"Note Register" means a register of the Holders of Notes maintained by the Note Registrar pursuant to the Indenture.

"Note Registrar" means the note registrar pursuant to the Indenture. The initial Note Registrar will be U.S. Bank.

"Noteholder" means a holder of a Note and is used interchangeably with Holder.

"Notes" means, collectively, the Original Notes and the MAC Notes.

"Notice of Exclusive Control" means written notice delivered by the Indenture Trustee to the Custodian that the Indenture Trustee will exercise exclusive control over the Custodian Account.

"Notional Principal Amount" means, individually and collectively, as of any Payment Date with respect to each Class of outstanding Interest Only MAC Notes, an amount equal to the outstanding Class Principal Balance as of such Payment Date of the portion of the related Class of Exchangeable Notes that was exchanged for such Interest Only MAC Note.

"NPC" means notional principal contract.

"NRSROs" means nationally recognized statistical rating organizations as defined in Section 3(a)(62) of the Exchange Act.

"Official Body" means any government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of any such government or political subdivision, or any court, tribunal, grand jury or arbitrator, or any accounting board or authority (whether or not part of any government) that is responsible for establishing or interpreting accounting standards or principles, in each case whether foreign or domestic.

"OID" means original issue discount.

"One-Month LIBOR" means the interest settlement rate for U.S. dollar deposits with a maturity of one month set by ICE as of 11:00 a.m. (London time) on the LIBOR Adjustment Date as displayed on the Designated Page, as determined by the Indenture Trustee. If ICE's interest settlement rate does not appear on the Designated Page as of 11:00 a.m. (London time) on a LIBOR Adjustment Date, or if the Designated Page is not then available, One-Month LIBOR for that date will be the most recently published interest settlement rate. If ICE ceases to set or publish a rate for LIBOR and/or the Administrator determines that the customary method for determining LIBOR is no longer viable, the Administrator may elect to designate an alternative method or alternative index. In making an election to use any alternative method or index, the Administrator may take into account a variety of factors, including then-prevailing industry practices or other developments. The Administrator may also, for any period, apply an adjustment factor to any alternative method or index as it deems appropriate to better achieve comparability to the current index and other industry practices. See *"Risk Factors — Investment Factors and Risks Related to the Notes — LIBOR Levels Could Reduce the Yield on the Notes"*, *"— Uncertainty Relating to the Determination of LIBOR and the Potential Phasing Out of LIBOR after 2021 May Adversely Affect the Value of the Notes"* and *"— The Use of an Alternative Method or Index in Place of LIBOR for Determining Monthly Interest Rates May Adversely Affect the Value of Certain Notes"*.

"Original Accrual Rate" with respect to each Payment Date and any Reference Obligation, means the lesser of (i) the related Accounting Net Yield as of the Cut-off Date or the Enhanced Relief Refinance Program Release Date, as applicable, and (ii) the related mortgage rate as of the Cut-off Date or the Enhanced Relief Refinance Program Release Date, as applicable, minus 0.35%.

"Original Notes" means the Classes of Notes issued on the Closing Date, *i.e.*, the Class B-2A and Class B-2B Notes.

"Origination Rep and Warranty/Servicing Breach Settlement" means any settlement (which settlement only relates to claims arising from breaches of origination/selling representations and warranties or breaches of servicing obligations) that Freddie Mac enters into after the Closing Date with a seller or servicer in lieu of requiring such seller or servicer to repurchase a specified pool of mortgage loans that include, among others, one or more Reference Obligations, as a result of breaches of origination/selling representations or warranties or as a result of breaches of servicing obligations whereby Freddie Mac has received the agreed-upon settlement proceeds from such seller or servicer. For the avoidance of doubt, any Origination Rep and Warranty/Servicing Breach Settlement will only relate to breaches of either (i) origination/selling representations and warranties or (ii) servicing obligations, but not both.

"Origination Rep and Warranty/Servicing Breach Settlement Amount" means, (I) with respect to the Payment Date in the month after the calendar month in which an Origination Rep and Warranty/Servicing Breach Settlement occurs, means the lesser of:

(a) the aggregate amount of Credit Event Net Losses of the Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations for such Payment Date and all prior Payment Dates, less the aggregate amount of Credit Event Net Losses of the Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations that were Reversed Credit Event Reference Obligations for such Payment Date and all prior Payment Dates; and

(b) the Origination Rep and Warranty/Servicing Breach Settlement Loan Allocation Amount (Cap);

and (II) with respect to each Payment Date thereafter, means the lesser of:

(a) the aggregate amount of Credit Event Net Losses of the Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations for such Payment Date; and

(b) the maximum of:

(i) zero; and

(ii) the Origination Rep and Warranty/Servicing Breach Settlement Loan Allocation Amount (Cap), less the Origination Rep and Warranty/Servicing Breach Settlement Amount for all prior Payment Dates.

"Origination Rep and Warranty/Servicing Breach Settlement Loan Allocation Amount (Cap)" with respect to any Origination Rep and Warranty/Servicing Breach Settlement, means an amount equal to the greater of (A) zero or (B)(1) the sum of the Origination Rep and Warranty/Servicing Breach Settlement proceeds determined to be attributable to the Reference Obligations (such determination to be made by Freddie Mac at or about the time of the settlement) *minus* (2) the aggregate amount of unreimbursed Credit Event Net Losses on such Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations that we identified as having Underwriting Defects or Major Servicing Defects, as applicable, through the related Origination Rep and Warranty/Servicing Breach Settlement date (exclusive of the related settlement proceeds).

"Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations" means the Reference Obligations (including Credit Event Reference Obligations) that are covered by an Origination Rep and Warranty/Servicing Breach Settlement.

"Overcollateralization Amount" with respect to each Payment Date, means an amount equal to (a) the aggregate amount of Write-up Excesses for such Payment Date and all prior Payment Dates, *minus* (b) the aggregate amount of Write-up Excesses used to offset Tranche Write-down Amounts on all prior Payment Dates.

"Owner Trustee" means the owner trustee pursuant to the Trust Agreement. On the Closing Date, the Owner Trustee will be Wilmington Trust, National Association, not in its individual capacity but solely in its capacity as owner trustee of Freddie Mac STACR Trust 2019-FTR1.

"Payment Date" means the 25th day of each calendar month (or, if such date is not a Business Day, the following Business Day), commencing in June 2019.

"Payment Date Statement" means a statement prepared by the Indenture Trustee each month setting forth certain information relating to the Reference Pool, the Credit Protection Agreement, the Investment Management Agreement, the Account Control Agreement, the Notes, the Reference Tranches and the hypothetical structure described in this Memorandum.

"PC" means a Freddie Mac participation certificate.

"Plan" means an ERISA Plan or a governmental plan, church plan or foreign plan that is subject to foreign law or United States federal, state or local law similar to that of Title I of ERISA or Section 4975 of the Code.

"Plan Asset Regulation" means the regulations at 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA promulgated by the U.S. Department of Labor.

"Plan Fiduciary" means a fiduciary of a Plan.

"PRC" means the People's Republic of China, not including the Hong Kong or Macau Special Administrative Regions or Taiwan.

"Preliminary Class Notional Amount" with respect to each Reference Tranche, means an amount equal to the Class Notional Amount of such Reference Tranche immediately prior to such Payment Date, after the application of the Preliminary Tranche Write-down Amount in accordance with the same priorities set forth in *"— Allocation of Tranche Write-down Amounts"*, and after the application of the Preliminary Tranche Write-up Amount in accordance with the same priorities set forth in *"— Allocation of Tranche Write-up Amounts"*.

"Preliminary Principal Loss Amount" means an amount equal to the Principal Loss Amount computed without giving effect to *clause (d)* of the definition of Principal Loss Amount.

"Preliminary Tranche Write-down Amount" means an amount equal to the Tranche Write-down Amount computed using the Preliminary Principal Loss Amount instead of the Principal Loss Amount;

"Preliminary Tranche Write-up Amount" means an amount equal to the Tranche Write-up Amount computed using the Preliminary Principal Loss Amount instead of the Principal Loss Amount.

"Principal Balance Notes" means the Notes other than the Interest Only MAC Notes.

"Principal Loss Amount" with respect to each Payment Date, means the sum of:

(a) the aggregate amount of Credit Event Net Losses for all Credit Event Reference Obligations for the related Reporting Period;

(b) the aggregate amount of court-approved principal reductions ("cramdowns") on all Reference Obligations in the related Reporting Period;

(c) subsequent losses in the related Reporting Period on any Reference Obligation that became a Credit Event Reference Obligation on a prior Payment Date; and

(d) amounts included in the *second, fifth, sixth, or eighth* priorities set forth in *"— Allocation of Modification Loss Amount"*.

"Principal Recovery Amount" with respect to each Payment Date, means the sum of:

(a) the aggregate amount of Credit Event Net Losses for all Reversed Credit Event Reference Obligations for the related Reporting Period;

(b) subsequent recoveries in the related Reporting Period on any Reference Obligation that became a Credit Event Reference Obligation on a prior Payment Date;

(c) the aggregate amount of the Credit Event Net Gains of all Credit Event Reference Obligations for the related Reporting Period;

(d) the Origination Rep and Warranty/Servicing Breach Settlement Amount for such Payment Date; and

(e) solely with respect to the Payment Date that is the CPA Termination Date, the Projected Recovery Amount.

"Principal Reduction Modification" means permanent forgiveness of a portion of principal for certain qualifying mortgagors and mortgage loans.

"Proceeding" means any suit in equity, action at law or other judicial or administrative proceeding.

"Prohibited Transactions" means transactions involving the assets of a Plan and certain persons having certain relationships to such Plans that are prohibited by Section 406 of ERISA and Section 4975 of the Code.

"Projected Recovery Amount" means the fair value of the estimated amount of future subsequent recoveries on the CPA Termination Date, as determined by the Sponsor, at its sole discretion, on the Credit Event Reference Obligations.

"Protected Party" means the protected party pursuant to the Credit Protection Agreement. On the Closing Date, the Protected Party will be Freddie Mac.

"Protected Party Default" means an Indenture Event of Default resulting from the failure of the Protected Party to perform its obligations under the Credit Protection Agreement.

"Protected Party Payment" with respect to each Payment Date, means the Credit Premium Payment and the Credit Protection Reimbursement Payment.

"PUD" means any residential property consisting of one- to four-family dwelling units, townhouses, individual condominium units and individual units in planned unit developments.

"Purchase Agreement" means the Senior Preferred Stock Purchase Agreement dated September 7, 2008 between the Conservator and Treasury, as amended on September 26, 2008, May 6, 2009, December 24, 2009, August 17, 2012 and December 21, 2017.

"Purchase Documents" means (i) the Guide; (ii) "Purchase Contracts" with respect to each Seller, which include the related master agreements, master commitments, pricing identifier terms and purchase contract confirmations and are agreements between each seller and Freddie Mac relating to the purchase of the related mortgage loans; (iii) any other document designated to be a Purchase Document by Freddie Mac; (iv) the "Servicer Success Scorecard" accessible at http://www.freddiemac.com/singlefamily/servicing; (v) "Guide Plus Additional Provisions" as amended from time to time; and (vi) any other additional terms applicable to the sale and/or servicing of mortgage loans, such as written waivers, amendments or supplements to the Guide that are made available to such seller or servicer by Freddie Mac including through electronic means or other sources designated by Freddie Mac for distribution of the Guide and such waivers, amendments and supplements thereto.

"QIB" means a qualified institutional buyer as defined in Rule 144A under the Securities Act.

"Random Sample QC Compliance Review" means the portion of the Random Sample QC Selection subject only to a review for compliance with certain laws that may result in assignee liability and for compliance with certain laws that restrict points and fees in connection with the STACR 2018-DNA2 notes issuance.

"Random Sample QC Credit Review" means the portion of the Random Sample QC Selection subject only to a credit review in connection with the STACR 2018-DNA2 notes issuance.

"Random Sample QC Dual Credit and Compliance Review" means the portion of the Random Sample QC Selection subject to a review for both credit and compliance in connection with the STACR 2018-DNA2 notes issuance.

"Random Sample QC Selection" means the 4,422 loans out of the STACR 2018-DNA2 Cohort Pool that were chosen for quality control review using a random selection process in connection with the STACR 2018-DNA2 notes issuance.

"Record Date" with respect to each Payment Date, means:

(1) with respect to Book-Entry Notes, the close of business on the Business Day immediately preceding such Payment Date; and

(2) with respect to Definitive Notes, the close of business on the last Business Day of the calendar month preceding such Payment Date.

"Recovery Principal" with respect to any Payment Date is the sum of:

(a) the excess, if any, of the Credit Event Amount for such Payment Date, over the Tranche Write-down Amount for such Payment Date; and

(b) the Tranche Write-up Amount for such Payment Date.

"Reference Obligations" means certain residential first lien mortgage loans, deeds of trust or similar security instruments encumbering mortgaged properties that (a) were originated on or after May 1, 2017 and that we acquired between August 1, 2017 and November 30, 2017; or (b) were originated on or after August 1, 2016, that we acquired between November 1, 2016 and March 31, 2017 and that had subsequently been excluded from the STACR 2017-DNA3 reference pool due to the location of the related mortgaged property in a county declared by FEMA, at any time from and after September 14, 2017 and through and including November 2, 2017, to be a major disaster area and in which FEMA had authorized individual assistance to homeowners in such county as a result of Hurricane Harvey or Hurricane Irma and, in each case, that met the Eligibility Criteria. For the avoidance of doubt, the definition of Reference Obligations includes any Enhanced Relief Refinance Reference Obligations that meet the Enhanced Relief Reference Program Criteria and that replace the corresponding Reference Obligations that were refinanced under the Enhanced Relief Refinance Program, where applicable.

"Reference Pool" means the pool of Reference Obligations as more fully described in Appendix A.

"Reference Pool Removal" means the removal of a Reference Obligation from the Reference Pool after the issuance of the Notes because (i) the Reference Obligation becomes a Credit Event Reference Obligation; (ii) the Reference Obligation is paid in full (except as provided below with regard to a refinancing under the Enhanced Relief Refinance Program); (iii) of the identification and final determination, through our quality control process, of an Underwriting Defect or a Major Servicing Defect relating to such Reference Obligation; (iv) of the discovery of a violation of the Eligibility Criteria for such Reference Obligation; or (v) the Reference Obligation is seized pursuant to any special eminent domain proceeding brought by any federal, state or local government instrumentality with the intent to provide relief to financially-distressed mortgagors with negative equity in the underlying mortgage loan. A Reference Obligation will not be removed from the Reference Pool if it undergoes a temporary or permanent modification and it does not meet any other criteria in the prior sentence to be removed. Each Reference Obligation required to be removed from the Reference Pool will be so removed:

(a) in the case of any Reference Obligation required to be removed pursuant to clause (i) or (ii) above, as of the Payment Date related to the Reporting Period during which (i) or (ii) above occurred with respect to such Reference Obligation, after giving effect to the payment of all Credit Protection Payments required to be paid on such Payment Date; or

(b) in the case of any Reference Obligation required to be removed pursuant to clause (iii), (iv) or (v) above, as of the date in the related Reporting Period on which (iii), (iv) or (v) occurred with respect to such Reference Obligation.

No Reference Obligation will be removed from the Reference Pool solely as a result of the determination of a Minor Servicing Defect, Unconfirmed Servicing Defect or Unconfirmed Underwriting Defect and any such Reference Obligation will remain eligible to become subject to an Underwriting Defect or a Major Servicing Defect. Subject to the CFTC granting our request to amend the No-Action Letter as described in the Memorandum and the satisfaction of certain other conditions, if a Reference Obligation is refinanced under the Enhanced Relief Refinance Program and meets the Enhanced Relief Refinance Program Criteria, such Reference Obligation will not be removed from the Reference Pool until the Enhanced Relief Program Refinance Release Date. Prior to the CFTC granting our request to amend the No-Action Letter and the satisfaction of certain other conditions, if a Reference Obligation is refinanced under the Enhanced Relief Refinance Program, such Reference Obligation will be removed from the Reference Pool and will be treated as a prepayment.

"Reference Tranche" means each Class of reference tranche deemed to be backed by the Reference Pool and established pursuant to the hypothetical structure as described in *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches"*, i.e., the Class A-H, Class MB-H, Class B-2A, Class B-2AH, Class B-2B, Class B-2BH and Class B-3H Reference Tranches.

"Reform Act" means the Federal Housing Finance Regulatory Reform Act of 2008, as amended.

"Regulation AB" means Regulation AB under the Securities Act.

"Regulation X" means Regulation X promulgated under RESPA.

"Regulation Z" means Regulation Z promulgated under TILA.

"Regulations" means the U.S. tax laws and U.S. Treasury regulations.

"REIT" means real estate investment trust.

"Relief Act" means the Servicemembers Civil Relief Act, as amended.

"REMIC" means real estate mortgage investment conduit.

"REO" means real estate owned property.

"Reporting Period" means:

(a) with respect to the Payment Date in June 2019 and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches related to such Payment Date, the Reporting Periods will be:

(1) from and including March 16, 2019 through and including May 31, 2019 in the case of all principal collections, other than full prepayments, on the Reference Obligations,

(2) from and including April 3, 2019 through and including June 4, 2019 in the case of full principal prepayments on the Reference Obligations and for determining loan modifications, Underwriting Defects or Major Servicing Defects, and in the case of determining any Credit Event resulting from short sales being settled from chargeoffs, from a seriously delinquent mortgage note being sold prior to foreclosure, from the mortgaged property that secured the related mortgage note being sold to a third party at a foreclosure sale, or from an REO disposition, and

(3) in the case of determining delinquency status with respect to each Reference Obligation, May 31, 2019; and

(b) with respect to any Payment Date commencing with the Payment Date in July 2019 and thereafter, and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches related to any such Payment Date, the Reporting Periods will be:

(1) in the case of all principal collections, other than full prepayments, on the Reference Obligations, and for determining loan modifications, the period from and including the first day of the calendar month immediately preceding the month in which such Payment Date occurs through and including the last day of the calendar month immediately preceding the month in which such Payment Date occurs,

(2) in the case of full principal prepayments on the Reference Obligations, Underwriting Defects or Major Servicing Defects, and in the case of determining Credit Events resulting from short sales being settled, from chargeoffs, from a seriously delinquent mortgage note being sold prior to foreclosure, from the mortgaged property that secured the related mortgage note being sold to a third party at a foreclosure sale, or from an REO disposition, the period from but excluding the second Business Day of the calendar month immediately preceding the month in which such Payment Date occurs through and including the second Business Day of the calendar month in which such Payment Date occurs; and

(3) in the case of determining delinquency status with respect to each Reference Obligation, the last day of the calendar month immediately preceding the month in which such Payment Date occurs; or

(c) such other definition as may be provided from time to time to conform to any updates to Freddie Mac's operational processes or timelines for mortgage loans serviced in accordance with the Guide, provided that notice of such revision is included in a Payment Date Statement made available to the Noteholders at least two calendar months prior to the first Payment Date affected by such revision.

"RESPA" means the Real Estate Settlement and Procedures Act, as amended.

"Retained Interest" means a material net economic interest in the Transaction as provided in Article 6(3)(a) of the EU Securitization Regulation (retention of not less than 5% of the nominal value of each of the tranches sold or transferred to investors) in the form of (i) retaining the credit risk on the Class B-2AH Reference Tranche and the Class B-2BH Reference Tranche, in each case, in an amount such that it will not be less than 5% of the credit risk of each of: (a) the Class B-2A and the Class B-2AH Reference Tranches (in the aggregate) and (b) the Class B-2B and Class B-2BH Reference Tranches (in the aggregate), respectively, and (ii) retaining the credit risk on not less than 5% of each of the Class A-H Reference Tranche, the Class MB-H Reference Tranche (which will take into account the credit risk with respect to the STACR 2018-DNA2 reference pool previously transferred through the issuance of STACR 2018-DNA2 Class M-1, Class M-2A, Class M-2B and Class B-1 notes and the entering into of the ACIS 2018-DNA2 transaction) and the Class B-3H Reference Tranche and, in the case of any tranching of the Class A-H Reference Tranche, the Class MB-H Reference Tranche or the Class B-3H Reference Tranche, on not less than 5% of each tranche into which the Class A-H Reference Tranche, the Class MB-H Reference Tranche or the Class B-3H Reference Tranche, as applicable, is tranched.

"Reversed Credit Event Reference Obligation" with respect to each Payment Date, means a Reference Obligation formerly in the Reference Pool that became a Credit Event Reference Obligation in a prior Reporting Period that is found in the related Reporting Period to have an Underwriting Defect or a Major Servicing Defect or a data correction that invalidates the previously determined Credit Event.

"RIC" means regulated investment company.

"RICO" means 18 U.S.C §§ 1961 – 1968, known as the Racketeer Influenced and Corrupt Organizations statute.

"RM" means interest rate modification.

"RMBS" means residential mortgage backed securities.

"Rule 17g-5" means Rule 17g-5 of the Exchange Act.

"Rules" means the rules, regulations and procedures creating and affecting DTC and its operations.

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

"Scheduled Maturity Date" means the Payment Date in January 2048.

"SEC" means the U.S. Securities and Exchange Commission.

"Section 1272(a)(6) Inclusion" means the gross income inclusion under Section 1272(a)(6) of the Code for an accrual period.

"Secured Collateral" means, individually and collectively, all of the Issuer's right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Distribution Account, (b) the Custodian Account, (c) all Eligible Investments (including, without limitation, any interest of the Issuer in the Custodian Account and any amounts from time to time on deposit therein) purchased with funds on deposit in the Custodian Account and all income from the investment of funds therein, (d) the Account Control Agreement, (e) the Investment Management Agreement, (f) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (g) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Issuer described in the preceding clauses.

"Secured Party" means each of the Protected Party and the Indenture Trustee on behalf of the Holders.

"Securities Act" means the Securities Act of 1933, as amended.

"Senior Percentage" with respect to any Payment Date, means the percentage equivalent of a fraction, the numerator of which is the Class Notional Amount of the Class A-H Reference Tranche immediately prior to such Payment Date and the denominator of which is the aggregate UPB of the Reference Obligations in the Reference Pool at the end of the previous Reporting Period.

"Senior Preferred Stock" means the Variable Liquidation Preference Senior Preferred Stock (with an initial liquidation preference of $1 billion).

"Senior Reduction Amount" with respect to any Payment Date, means:

(A) if any of the Minimum Credit Enhancement Test, the Cumulative Net Loss Test or the Delinquency Test is not satisfied, the sum of:

(i) 100% of Stated Principal for such Payment Date; and

(ii) 100% of Recovery Principal for such Payment Date; or

(B) if the Minimum Credit Enhancement Test, the Cumulative Net Loss Test and the Delinquency Test are satisfied, the sum of:

(i) the Senior Percentage of Stated Principal for such Payment Date; and

(ii) 100% of Recovery Principal for such Payment Date.

"Senior Reference Tranche" means the Class A-H Reference Tranche.

"Servicing Remedy Management" means a group under our servicing quality assurance department, that provides clarity on the process for categorizing loan-level servicing defects based on servicing violations, assists servicers with the corrections of such defects and issues loan-level remedies for servicing violations.

"Settlement Date" with respect to any Reference Obligation, means the date we purchased such Reference Obligation.

"SFA" means the Securities and Futures Act, Chapter 289 of Singapore.

"Similar Law" means any foreign, United States federal, state or local law which is similar to ERISA or Section 4975 of the Code.

"Single Family Loan-Level Dataset" means loan-level credit performance data on a portion of fully amortizing, fixed-rate, single-family mortgage loans, that we purchased or included in securities that Freddie Mac guaranteed between January 1, 1999 and December 31, 2017 that is available online at http://www.freddiemac.com/research/datasets/sf_loanlevel_dataset.html.

"SMMEA" means the Secondary Mortgage Market Enhancement Act of 1984, as amended.

"Sponsor" means Freddie Mac.

"SSPE" means a securitization special purpose entity.

"STACR 2018-DNA2" means, that certain Structured Agency Credit Risk (STACR) Debt Notes, Series 2018-DNA2 Due December 2030 transaction, issued by Freddie Mac on June 20, 2018.

"STACR 2018-DNA2 Cohort Pool" means those certain 217,517 mortgage loans that comprised the initial cohort pool (as defined therein) in the STACR 2018-DNA2 transaction.

"Standard Modification" means our standard modification program.

"Stated Principal" with respect to any Payment Date, means the sum of:

(a) all monthly scheduled payments of principal due (whether with respect to the related Reporting Period or any prior Reporting Period) on the Reference Obligations in the Reference Pool and collected during the related Reporting Period, plus

(b) all partial principal prepayments on the Reference Obligations collected during the related Reporting Period, plus

(c) the aggregate UPB of all Reference Obligations that became Reference Pool Removals during the related Reporting Period, other than Credit Event Reference Obligations or any Reversed Credit Event Reference Obligations, plus

(d) negative adjustments in the UPB of all Reference Obligations as the result of loan modifications or data corrections, plus

(e) (1) subject to the CFTC granting our request to amend the No-Action Letter as discussed in this Memorandum, the excess, if any, of (x) the aggregate UPB of any original Reference Obligations refinanced under the Enhanced Relief Refinance Program and replaced in the Reference Pool by the corresponding Enhanced Relief Refinance Reference Obligations during the related Reporting Period, over (y) the aggregate original UPB of the corresponding Enhanced Relief Refinance Reference Obligations, or (2) prior to the CFTC granting our request to amend the No-Action Letter as discussed in this Memorandum, zero, minus

(f) (1) subject to the CFTC granting our request to amend the No-Action Letter as discussed in this Memorandum, the excess, if any, of (x) the aggregate UPB of any Enhanced Relief Refinance Reference Obligations, over (y) the aggregate UPB of the related original Reference Obligations refinanced under the Enhanced Relief Refinance Program and replaced in the Reference Pool by the corresponding Enhanced Relief Refinance Reference Obligations during the related Reporting Period, or (2) prior to the CFTC granting our request to amend the No-Action Letter as discussed in this Memorandum, zero, minus

(g) positive adjustments in the aggregate UPB of all Reference Obligations as the result of loan modifications, reinstatements into the Reference Pool of Reference Obligations that were previously removed from the Reference Pool in error, or data corrections.

In the event the sum of the amounts in clauses (f) and (g) above exceeds the sum of the amounts in clauses (a) through (e) above, the sum of clauses (a) through (g) above for the applicable Payment Date will be deemed to be zero, and the Class Notional Amount for the Class A-H Reference Tranche will be increased by the amount that the sum of the amounts in clauses (f) and (g) above exceeds the sum of the amounts in clauses (a) through (e) above. In the event that we were ever to employ a policy that permitted or required principal forgiveness as a loss mitigation alternative that would be applicable to the Reference Obligations, any principal that may be forgiven with respect to a Reference Obligation will be treated as a negative adjustment in the UPB of such Reference Obligation pursuant to clause (d) above.

"Streamlined Accept Documentation" means our streamlined accept procedures for mortgage loans.

"Streamlined Modification" means our streamlined modification program for mortgage loans that are 90 or more days delinquent.

"Subordinate Percentage" with respect to any Payment Date, means the percentage equal to 100% minus the Senior Percentage for such Payment Date.

"Subordinate Reduction Amount" with respect to any Payment Date, means the sum of the Stated Principal and Recovery Principal for such Payment Date, less the Senior Reduction Amount.

"Targeted Sample QC Review" means the proportion of loans out of the STACR 2018-DNA2 Cohort Pool that were chosen for quality control review using a targeted selection process in connection with the STACR 2018-DNA2 notes issuance.

"Tax" means any present or future tax (whether a withholding tax, excise tax or otherwise), levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under the Credit Protection Agreement other than a stamp, registration, documentation or similar tax.

"Tax Event" means the occurrence of any of certain tax events that generally relate to any action taken by any taxing authority or any change in tax laws that results in either us or the Trust (such party being the Affected Party) receiving a payment under the Credit Protection Agreement from which an amount has been deducted or withheld for or on account of taxes or paying an additional amount on account of an Indemnifiable Tax.

"Tax Event Upon Merger" means the occurrence of any of certain tax events that generally relate to any merger or similar transaction that results in either us or the Trust (such party being the "Burdened Party") receiving a payment under the Credit Protection Agreement from which an amount has been deducted or withheld for or on account of taxes or paying an additional amount on account of an Indemnifiable Tax.

"Terms and Conditions" means, collectively, the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of Euroclear and applicable Belgian law.

"Third-Party Diligence Provider" means a third-party diligence provider engaged by Freddie Mac to conduct (i) the Third-Party Due Diligence Review in connection with the STACR 2018-DNA2 transaction and (ii) the limited comparison of the mortgage loan data tape prepared for the offering of the STACR 2018-DNA2 notes and the mortgage loan data tape prepared in connection with this offering.

"Third-Party Due Diligence Review" means the review of certain aspects of the mortgage loans in the STACR 2018-DNA2 reference pool conducted by the Third-Party Diligence Provider in connection with the STACR 2018-DNA2 notes issuance. The Reference Pool is a subset of the STACR 2018-DNA2 reference pool.

"Threshold Amount" means $10,000.

"TILA" means the Federal Truth-in-Lending Act.

"TLTV" means total LTV ratio. It is also referred to as CLTV in the appendices and our loan level disclosure.

"**TOBs**" means terms of business.

"Tranche Write-down Amount" with respect to each Payment Date, means the excess, if any, of the Principal Loss Amount for such Payment Date over the Principal Recovery Amount for such Payment Date.

"Tranche Write-up Amount" with respect to each Payment Date, means the excess, if any, of the Principal Recovery Amount for such Payment Date over the Principal Loss Amount for such Payment Date.

"Transaction" means the transactions consummated pursuant to the Basic Documents.

"Transaction Parties" means each of the Sponsor, the Administrator, the Trust, the Owner Trustee, each Initial Purchaser, the Indenture Trustee, the Exchange Administrator, the Custodian, the Investment Manager and the successors, assigns and Affiliates of any of them.

"Treasury" means the United States Department of the Treasury.

"TRID" means the TILA-RESPA Know Before You Owe Integrated Disclosure Rule.

"Trust" means Freddie Mac STACR Trust 2019-FTR1, a Delaware statutory trust.

"Trust Agreement" means the statutory trust agreement dated as of April 9, 2019, as amended and restated by the Amended and Restated Trust Agreement dated as of the Closing Date between the Sponsor and the Owner Trustee.

"Trust Assets" means all right, title and interest of the Trust in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Basic Documents, (b) the Distribution Account and any amounts from time to time on deposit therein, (c) the Custodian Account and any amounts from time to time on deposit therein, (d) all Eligible Investments and all income realized from the investment thereof, (e) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (f) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust.

"Unconfirmed Servicing Defect" with respect to any Reference Obligation, means the existence of the following, as we determine in our sole discretion:

(a) there is a violation of the servicing guidelines and other requirements in the Guide (as modified by the terms of the related servicer's contract, including any related TOBs); and

(b) Freddie Mac has issued a notice of defect, repurchase letter or a repurchase alternative letter related to the servicing breach.

For the avoidance of doubt, any Reference Obligation with minor technical violations, which in each case we determine to be an acceptable Reference Obligation, may not result in an Unconfirmed Servicing Defect.

"Unconfirmed Underwriting Defect" with respect to any Reference Obligation, means the existence of the following, as we determine in our sole discretion: (i) there is a material violation of the underwriting guidelines and other requirements in the Guide (as modified by the terms of the related seller's contract, including any related TOBs) with respect to such Reference Obligation, (ii) as of the origination date such Reference Obligation was secured by collateral that was inadequate or (iii) as of the origination date repayment in full on such Reference Obligation from the related mortgagor could not be expected. For the avoidance of doubt, any Reference Obligation with minor technical violations or missing documentation, which in each case we determine to be an acceptable Reference Obligation, will not result in an Unconfirmed Underwriting Defect.

"Underwriting Defect" with respect to any Payment Date and any Reference Obligation for which we have determined the existence of an Unconfirmed Underwriting Defect, means the occurrence of any of the following: (i) such Reference Obligation is repurchased by the related seller or servicer during the related Reporting Period, (ii) in lieu of repurchase, an alternative remedy (such as indemnification) is mutually agreed upon by both Freddie Mac and the related seller or servicer during the related Reporting Period, (iii) we in our sole discretion determine during the related Reporting Period that such Reference Obligation is no longer acceptable to Freddie Mac or (iv) the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation becomes subject to a bankruptcy, an insolvency proceeding or a receivership.

"UPB" with respect to any Reference Obligation or mortgage loan, means the unpaid principal balance of such Reference Obligation or mortgage loan.

"U.S. Bank" means U.S. Bank National Association.

"U.S. Beneficial Owner" means a U.S. Person that beneficially owns a Note.

"U.S. Person" means:

a. an individual who, for U.S. federal income tax purposes, is a citizen or resident of the United States;

b. a corporation (or other business entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;

c. an estate the income of which is subject to U.S. federal income taxation regardless of its source; or

d. a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust. Certain trusts in existence on or before August 20, 1996 that were treated as U.S. persons under the law in effect on such date but fail to qualify as U.S. persons under current law may elect to continue to be treated as U.S. persons to the extent prescribed in the applicable Regulations.

"VA" means the U.S. Department of Veterans Affairs.

"Volcker Rule" means Section 619 (12 U.S.C. § 1851) of the Dodd Frank Act.

"WAL" or **"Weighted Average Life"** with respect to any Class of Notes (other than the Class B-2AI Notes), means the average amount of time that will elapse from the date of issuance of such Class of Notes until its balance is reduced to zero. With respect to the Class B-2AI Notes, we have calculated the Weighted Average Life assuming that a reduction in the Notional Principal Amount of such Class is a reduction in Class Principal Balance.

"Warrant" means a warrant to purchase, for a nominal price, shares of our common stock equal to 79.9% of the total number of shares of our common stock outstanding on a fully diluted basis at the time the warrant is exercised.

"Weighted Average Life Tables" means the tables set forth in *"Prepayment and Yield Considerations — Weighted Average Lives of the Notes — Weighted Average Life Tables"*.

"Wells Fargo Securities" means Wells Fargo Securities, LLC.

"Write-up Excess" with respect to any Payment Date, means the amount by which the Tranche Write-up Amount on such Payment Date exceeds the Tranche Write-up Amount allocated on such Payment Date pursuant to *clauses "first"* through *"ninth"* under *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Tranche Write-up Amounts"*.

"Yield Tables" means the tables set forth in *"Prepayment and Yield Considerations — Yield Considerations with Respect to the Notes — Yield Tables"*.

Appendix A

THE REFERENCE OBLIGATIONS

Unless otherwise noted, the statistical information presented in this Memorandum concerning the Reference Pool is based on the characteristics of the Reference Obligations as of the Cut-off Date. In addition, unless otherwise noted, references to a percentage of Reference Obligations refer to a percentage of Reference Obligations by Cut-off Date Balance.

This Appendix A generally describes some of the material characteristics of the Reference Pool. Certain loan-level information for each Reference Obligation may be accessed through Freddie Mac's website at http://www.freddiemac.com/creditriskofferings/security_data.html.

The figures in the Memorandum may not correspond exactly to the related figures in this Appendix A due to rounding differences. Prior to the Closing Date, Reference Obligations will not be removed or substituted from the Reference Pool. We believe that the information set forth in the Memorandum and in this Appendix A is representative of the characteristics of the Reference Pool as it will be constituted as of the Closing Date.

The Reference Obligations were originated on or after the applicable dates referenced in clause (b) of the definition of Initial Cohort Pool.

We determined the population of the Reference Pool by selecting mortgage loans that meet the Eligibility Criteria.

Selected Reference Obligation Data as of the Cut-off Date

	Range or Total	Average or Weighted Average
Number of Reference Obligations	192,176	—
Aggregate Original Principal Balance[1]	$46,373,965,000[1]	—
Original Principal Balance[1]	$16,000 to $1,050,000[1]	$241,310[1]
Aggregate Principal Balance	$44,587,639,583	—
Principal Balance	$412 to $1,023,162	$232,015
Mortgage Rate	2.875% to 6.125%	4.213%
Remaining Term to Maturity (months)	233 to 345	341
Original Term to Maturity (months)	252 to 360	360
Loan Age (months)	15 to 31	18
Original LTV Ratio	61% to 80%	76%
Original Combined LTV Ratio	61% to 97%	76%
ELTV Ratio[2]	1% to 385%	69%
Original Debt-to-Income Ratio[3]	1% to 50%	36%
Original Credit Score[4]	600 to 839	748
Updated Credit Score[5]	423 to 844	753
Latest Maturity Date	December 2047	—

(1) The original UPB of each Reference Obligation is rounded to the nearest $1,000.
(2) Calculated based only on those Reference Obligations that had non-zero ELTV ratios.
(3) Calculated based only on those Reference Obligations that had non-zero original debt-to-income ratios.
(4) Calculated based only on those Reference Obligations that had non-zero original Credit Scores for the mortgagors.
(5) Calculated based only on those Reference Obligations that had non-zero updated Credit Scores for the mortgagors.

Top Five Geographic Concentration of Mortgaged Properties

California	17.48%
Florida	10.68%
Texas	8.31%
Washington	4.47%
Colorado	4.24%
Maximum Three-Digit Zip Code Concentration	1.37%

The characteristics of the Reference Pool will change from time to time to reflect subsequent payments, prepayments and Credit Events with respect to the Reference Obligations. In addition, the characteristics of the Reference Pool may change after the issuance of the Notes as a result of Reference Pool Removals, and, if permitted, the replacement of Reference Obligations with the corresponding Enhanced Relief Refinance Reference Obligations.

See *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount"* for a description of how Reference Pool Removals affect the Notes. In the event that a Reference Obligation that was previously removed from the Reference Pool is discovered to have been removed in error, such Reference Obligation will be reinstated into the Reference Pool. See *"Description of the Notes — Hypothetical Structure and Calculations With Respect to the Reference Tranches — Allocation of Tranche Write-up Amounts"*. See "*General Mortgage Loan Purchase and Servicing — Servicing Standards"* and *"— Quality Control Process"* in this Appendix F for a description of how Major Servicing Defects, Minor Servicing Defects and Underwriting Defects may be discovered through Freddie Mac's quality control processes.

Were these changes ever to occur, they could materially alter the Reference Pool characteristics shown above and the WALs and yields to maturity of the Notes.

The table below summarizes (i) the mortgage loans in the Initial Cohort Pool that were excluded from the Reference Pool due to delinquencies, payoffs, mortgagor bankruptcy filings, quality control removals and data reconciliation or corrected data removals, as applicable, and (ii) the Reference Obligations in the Reference Pool, as applicable.

Category	Number of Mortgage Loans	Aggregate Original Principal Balance ($)[1]	Average Original Principal Balance ($)[1]	Non-Zero Weighted Average Original Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Non-Zero Weighted Average Original Debt-to-Income Ratio (%)
Initial Cohort Pool	208,299	50,180,385,000	240,906	747	76	36
less mortgage loans that were removed due to incomplete data reconciliation or corrected data[2]	1	91,000	91,000	680	82	42
less mortgage loans that were repurchased or removed by quality control process[3]	56	16,283,000	290,768	736	75	39
less mortgage loans that were paid in full	11,734	2,751,653,000	234,503	740	75	36
less mortgage loans that were removed due to having failed delinquency criteria or the borrower having filed for bankruptcy	4,332	1,038,393,000	239,703	710	76	38
Reference Pool	**192,176**	**46,373,965,000**	**241,310**	**749**	**76**	**36**

(1) The original UPB of each Reference Obligation is rounded to the nearest $1,000.
(2) Mortgage loans removed because reconciliation with the related seller/servicers regarding certain data they provided has not yet been completed or mortgage loans removed because data corrections made the mortgage loans ineligible.
(3) Includes mortgage loans removed as a result of the findings of the Third-Party Diligence Provider, if applicable. Also includes mortgage loans repurchased by the seller/servicer as a result of their internal quality control process and/or voluntarily repurchased by the seller/servicer.

The table below summarizes the delinquency status as of February 28, 2019 of the mortgage loans that were excluded from the Reference Pool due to having been reported 30 days or more delinquent since August 31, 2018, or having been reported 30 days delinquent more than once since February 28, 2018:

Initial Cohort Pool Total Number of Mortgage Loans	**208,299**	
	Number of Mortgage Loans	**% of Initial Cohort Pool**
Total Delinquency/Bankruptcy Removals	4,332	2.080%
Mortgage Loans with Current Status	2,686	1.289%
Mortgage Loans with Delinquent Status	1,646	0.790%
30-59 days delinquent	1,257	0.603%
60-89 days delinquent	168	0.081%
90-119 days delinquent	79	0.038%
120-149 days delinquent	45	0.022%
150-179 days delinquent	40	0.019%
180 days or more delinquent[(1)]	57	0.027%

(1) Includes 2 mortgage loans which are REO acquisitions.

Results of Freddie Mac Quality Control

The tables below summarize, out of the STACR 2018-DNA2 Cohort Pool, the number of mortgage loans that were reviewed as part of the quality control reviews we conducted prior to the closing of the STACR 2018-DNA2 notes issuance. Specifically, the tables provide, of the mortgage loans subject to our quality control review, the proportion of mortgage loans that were randomly selected, the proportion of mortgage loans that were chosen using a targeted selection process and the proportion of mortgage loans that were reviewed because they were referred to Freddie Mac's Servicing Remedy Management team. Further, of the Random Sample QC Selection, we display the proportion of mortgage loans that were only subject to a credit review, the mortgage loans that were only subject to a review for compliance with certain laws that may result in assignee liability and for compliance with certain laws that restrict points and fees and the mortgage loans that were reviewed for both credit and compliance. See *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Our Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes"*. Investors should note that summaries regarding mortgage loans subject to our quality control review after the closing of the STACR 2018-DNA2 notes issuance are not being provided in this Memorandum.

Of the Random Sample QC Selection, 3,404 mortgage loans (approximately 77.0% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Credit Review, 974 mortgage loans (approximately 22.0% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Compliance Review and 44 mortgage loans (approximately 1.0% of the Random Sample QC Selection by loan count) were subject to the Random Sample QC Dual Credit and Compliance Review.

The tables below summarize the random and targeted quality control reviews conducted by us, and additional mortgage loans that were referred to Freddie Mac's Servicing Remedy Management team.

	Number of Mortgage Loans	Percent of the Initial Cohort Pool[1]	Number of Mortgage Loans Excluded from Reference Pool after Quality Control Review[2]	Percent of the Respective Sample[1]
STACR 2018-DNA2 Cohort Pool	217,517	100.0%	—	—
Random Sample QC Selection	4,422	2.0%	—	—
Random Sample QC Credit Review	3,404	1.6%	60	1.8%
Random Sample QC Compliance Review	974	0.4%	—	0.0%
Random Sample QC Dual Credit and Compliance Review	44	0.0%	1	2.3%
Targeted Sample QC Review	4,573	2.1%	177	3.9%
Total Mortgage Loans Subject to Freddie Mac QC	8,995	4.1%	—	—

	Number of Mortgage Loans Reviewed	Percent of the Initial Cohort Pool[1]	Number of Mortgage Loans Excluded from Reference Pool after Servicing Remedy Review[3]	Percent of the Respective Sample[1]
Servicing Remedy Management	2	0.0%	2	100.0%

(1) By loan count.
(2) Unconfirmed Underwriting Defects or Underwriting Defects.
(3) Major Servicing Defects, Minor Servicing Defects and/or Unconfirmed Servicing Defects.

As further discussed below under *"— Third-Party Due Diligence Review"*, 381 mortgage loans were randomly selected by an independent third-party diligence provider to conduct a review of certain aspects of the mortgage loans in the STACR 2018-DNA2 reference pool.

Based on the results of our quality control reviews, the 95% confidence interval estimate of the defect rate for non-HARP loans purchased during the three-month period between July 1, 2017 and September 30, 2017 is approximately 1.1% to 2.5% as of April 30, 2018. Mortgage loans identified with Unconfirmed Underwriting Defects or Underwriting Defects during the quality control review are not included in the Reference Pool. You should make your own determination about the appropriateness and suitability of, as well as the extent to which you should rely upon, the sampling methodology described above, including the time periods, precision level and confidence interval. The characteristics of the mortgage loans in the Initial Cohort Pool may differ in material respects from the non-HARP mortgage loans purchased during the three-month period between July 1, 2017 and September 30, 2017. Additionally, the error rate is reported as of a certain date and is indicative of our initial findings, as well as input received from sellers, that have been processed through the Cut-off Date for reporting. As such, the reporting may be internally inconsistent across periods as well as other transactions we have issued, depending on the time lapse between initial findings and the date of reporting and/or the level and timeliness of response from sellers, among other factors. Accordingly, an error rate determined as of a different date may be materially different than the error rate reported in this Memorandum. You are encouraged to make your own determination as the extent to which you place reliance on the limited quality control and quality assurance processes undertaken by us and their relevance as they relate to the Initial Cohort Pool. See *"General Mortgage Loan Purchase and Servicing — Quality Control Process — Limitations of the Quality Control Review Process"* in Appendix F and *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Our Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes"* for additional information regarding the limitations of our review.

The following is a discussion of the results of the reviews:

Random Sample QC Credit Review

We reviewed the mortgagor's origination documentation to verify that each mortgage loan reviewed (i) is made to a mortgagor from whom repayment of the mortgage loan can be expected, (ii) is secured by collateral that is adequate for the transaction and (iii) otherwise complies with our Guide and applicable TOBs. This review included a credit component and a component consisting of a review of the independent appraisals of the mortgaged properties obtained by the originators in connection with the origination of the mortgage loans (referred to herein as the "original appraisals") also described under *"General Mortgage Loan Purchase and Servicing — Quality Control Process — Performing Loan Quality Control Review"* and *"— Credit Review"* in Appendix F. None of the procedures conducted as part of our review constituted, either separately or in combination, an independent underwriting of the mortgage loans. In addition, the procedures conducted as part of the review of the original appraisals were not re-appraisals of the mortgaged properties. To the extent that valuation tools were used as part of the appraisal review process, they should not be relied upon as providing an assessment of value of the mortgaged properties comparable to that which an appraisal might provide. They also are not an assessment of the current value of any of the mortgaged properties. Of the 3,404 mortgage loans subject to the Random Sample QC Credit Review, 60 mortgage loans (approximately 1.8% of such mortgage loans by loan count) were found to have one or more Underwriting Defects or Unconfirmed Underwriting Defects and subsequently were excluded from the STACR 2018-DNA2 reference pool and, consequently, are not a part of the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were excluded from the STACR 2018-DNA2 reference pool as a result of the Random Sample QC Credit Review and, consequently, are not a part of the Reference Pool.

Exceptions	Number of Mortgage Loans	As a Percentage of the Selected Sample
Closing disclosure/HUD-I - Documentation missing/insufficient	1	0.03%
Collateral - Condominium project - Documentation not provided	2	0.06%
Condominium/PUD/co-op warranty violation	1	0.03%
Documents to exclude debt missing/insufficient	1	0.03%
DTI calculation incorrect - Liabilities	2	0.06%
DTI exceeds maximum allowable	2	0.06%
Excessive obligations - Other payments calculated incorrectly	1	0.03%
Excessive obligations - Undisclosed non-mortgage debt	3	0.09%
Funds to close insufficient - Ineligible source of funds to close	2	0.06%
Guide eligibility requirements not met	2	0.06%
Ineligible for program/offering - Refinance not allowed	1	0.03%
Ineligible property - C5/C6 condition rating	1	0.03%
Ineligible property - Not residential use	2	0.06%
Ineligible property - Condominium project ineligible	1	0.03%
Insufficient collateral report - Missing completion certificate	1	0.03%
Insufficient collateral report - Missing/insufficient	1	0.03%
Insufficient collateral report - Wrong form for property	1	0.03%
Insufficient funds to close - Documentation missing/insufficient	3	0.09%
Insufficient income - Documentation falsified	1	0.03%
Insufficient income - Income calculated incorrectly	4	0.12%
Insufficient income - Income not stable/durable	1	0.03%
Interested party contribution exceeds maximum allowed	1	0.03%
Investment property requirements not met	1	0.03%
Loan file not received	1	0.03%
Loss of income source - Borrower not employed at closing	3	0.09%
Loan Prospector requirements not met - Inaccurate data invalidates Loan Prospector decision	2	0.06%
LTV exceeds maximum allowable	1	0.03%
Manufactured housing property requirements not met - Missing HUD certification label/ data plate	1	0.03%
Mortgage insurance requirements not met - Missing certificate	1	0.03%
Mortgage insurance requirements not met - No mortgage insurance coverage	2	0.06%
Note requirement not met - Missing/insufficient	1	0.03%
Original appraisal Comparable Sales provided not the most appropriate sales available	1	0.03%
Original appraisal does not support value - Issues/items affect value/marketability	1	0.03%
Secondary financing terms - Missing/insufficient	1	0.03%
Self-employment not disclosed	1	0.03%
Significant derogatory credit event recovery period not met	2	0.06%
TLTV exceeds maximum allowable	1	0.03%
Unable to calculate income - Documentation missing/insufficient	4	0.12%
Verbal verification of employment requirements not met	1	0.03%
Total	**60**	**1.76%**

Random Sample QC Compliance Review

None of the 974 mortgage loans subject to the Random Sample QC Compliance Review were determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects.

Random Sample QC Dual Credit and Compliance Review

Of the 44 mortgage loans subject to the Random Sample QC Dual Credit and Compliance Review, 1 mortgage loan (approximately 2.3% of such mortgage loans by loan count) was determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and was subsequently excluded from the STACR 2018-DNA2 reference pool and, consequently, is not a part of the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loan that was excluded from the STACR 2018-DNA2 reference pool as a result of the Random Sample QC Dual Credit and Compliance Review and, consequently, is not a part of the Reference Pool:

Exceptions	Number of Mortgage Loans	As a Percentage of the Selected Sample
Guide eligibility requirements not met	1	2.27%
Total	**1**	**2.27%**

Targeted Sample QC Review

Of the 4,573 mortgage loans subject to the Targeted Sample QC Review, 177 mortgage loans (approximately 3.9% of such mortgage loans by loan count) were determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and were subsequently excluded from the STACR 2018-DNA2 reference pool and, consequently, are not a part of the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were excluded from the STACR 2018-DNA2 reference pool as a result of the Targeted Sample QC Review and, consequently, are not part of the Reference Pool:

Exceptions	Number of Mortgage Loans	As a Percentage of the Selected Sample
Bankruptcy - Documentation missing or insufficient	3	0.07%
Borrower personal funds in transaction do not meet minimum required - Documentation missing/ insufficient	1	0.02%
Closing disclosure/HUD-I - Documentation missing/insufficient	4	0.09%
Collateral - Condominium project - Documentation not provided	2	0.04%
Credit history/reputation requirements not met	6	0.13%
Credit not re-established since significant derogatories	1	0.02%
Credit reputation requirements not met - Number of credit references insufficient	2	0.04%
DOC - Inconclusive foreclosure or short sale documentation	3	0.07%
Documents to exclude debt missing/insufficient	1	0.02%
DTI calculation incorrect - Liabilities	1	0.02%
DTI exceeds maximum allowable	11	0.24%
Excessive obligations - Other payments calculated incorrectly	4	0.09%
Excessive obligations - Undisclosed non-mortgage debt	2	0.04%
Flood certification requirements not met - missing/insufficient	1	0.02%
Flood insurance requirements not met - Missing policy	2	0.04%
Funds to close insufficient - Ineligible source of funds to close	1	0.02%
Guide eligibility requirements not met	11	0.24%
Ineligible for program/offering - Cash-out not allowed	5	0.11%
Ineligible for program/offering - Other	1	0.02%
Ineligible for program/offering - Refinance not allowed	1	0.02%
Ineligible property - C5/C6 condition rating	3	0.07%
Ineligible property - Condotel	3	0.07%
Ineligible property - Not residential use	3	0.07%
Ineligible property - Structural issues not addressed	1	0.02%
Ineligible property - Condominium project ineligible	1	0.02%
Ineligible property - Health and safety issues not addressed	1	0.02%
Insufficient collateral report - Missing completion certificate	2	0.04%
Insufficient collateral report - Missing/insufficient	3	0.07%
Insufficient funds to close - Documentation missing/insufficient	2	0.04%
Insufficient income - Documentation falsified	1	0.02%
Insufficient income - Income calculated incorrectly	14	0.31%
Insufficient income - Income not stable/durable	9	0.20%
Interested party contribution exceeds maximum allowed	1	0.02%
Investment property requirements not met	1	0.02%
Loan purpose incorrect - No Cash-out determined to be Cash-out	1	0.02%
Loan purpose incorrect - Purchase disguised as refinance	2	0.04%
Loss of income source - Borrower not employed at closing	2	0.04%
Loan purpose caution ineligible	3	0.07%
Loan purpose requirements not met - Inaccurate data invalidates Loan Prospector decision	5	0.11%
Manufactured housing property requirements not met - Not on permanent foundation	2	0.04%
Mortgage in default at delivery	1	0.02%
Non-Loan Prospector AUS waiver requirements not met - Certificate not in file	1	0.02%
Non-Loan Prospector AUS waiver requirements not met - Inaccurate data invalidates AUS decision	2	0.04%
Not valid first lien - Lien not in first position	1	0.02%
Note requirement not met - Missing/insufficient	3	0.07%
OA comparable sales provided not the most appropriate sales available	3	0.07%
Occupancy falsely represented	4	0.09%
Original appraisal does not support value - Issues/items affect value/marketability	2	0.04%
Original loan file underwriting requirements not met	1	0.02%
Reserves do not meet minimum required - Documentation missing/insufficient	2	0.04%
Sales contract requirements not met - Documentation missing/insufficient	1	0.02%
Secondary financing terms - Missing/insufficient	1	0.02%
Self-employment not disclosed	1	0.02%
Significant derogatory credit event recovery period not met	16	0.35%
Third party documentation for extenuating circumstances missing/insufficient	1	0.02%
Unable to calculate income - Documentation missing/insufficient	8	0.17%
Unable to calculate monthly obligations - Documentation missing/insufficient	6	0.13%
Total	**177**	**3.87%**

Servicing Remedy Management

As part of our overall single-family mortgage operations business, mortgage loans may routinely be referred to our Servicing Remedy Management team for remediation of certain servicing-related deficiencies. The Servicing Remedy Management team may recommend various remedies for servicing-related deficiencies, including, but not limited to, make-wholes, indemnification payments and repurchases of the related mortgage loans. Of the 2 mortgage loans referred to the Servicing Remedy Management team, 2 mortgage loans (approximately 100% of such mortgage loans by loan count) were determined to have Major Servicing Defects, Minor Servicing Defects and/or Unconfirmed Servicing Defects, and were subsequently excluded from the STACR 2018-DNA2 reference pool and, consequently, are not a part of the Reference Pool.

The following table describes the Major Servicing Defects, Minor Servicing Defects and/or Unconfirmed Servicing Defects found by our Servicing Remedy Management team related to the mortgage loans that were excluded from the STACR 2018-DNA2 reference pool and, consequently, are not a part of the Reference Pool.

Exceptions	Number of Mortgage Loans	As a Percentage of the Selected Sample
Servicing Other	2	100.00%
Total	**2**	**100.00%**

Summary of Our Quality Control Review

The following summarizes the results of the quality control review for the mortgage loans acquired by us during the specified periods.

Series	Random Freddie Mac Quality Control STACR Defect Rate (%)[1][2]	Random Independent Quality Control Defect Rate (%)[3]
STACR 2014-DN3 (Q4-2013)	3.2%	0.5%
STACR 2014-DN4 (Q1-2014)	2.5%	0.2%
STACR 2015-DN1 (April 1, 2014 through July 31, 2014)	2.5%	1.3%
STACR 2015-DNA1 (Q4-2012)	4.3%	0.4%[4]
STACR 2015-DNA2 (August 1, 2014 through November 30, 2014)	1.6%	0.3%
STACR 2015-DNA3 (December 1, 2014 through March 31, 2015)	1.2%	0.8%
STACR 2016-DNA1 (Q2-2015)	1.3%	0.3%
STACR 2016-DNA2 (Q3-2015)	1.6%	0.7%
STACR 2016-DNA3 (Q4-2015)	2.2%	0.8%
STACR 2016-DNA4 (Q1-2016)	1.6%	1.0%
STACR 2017-DNA1 (Q2-2016)	1.6%	1.2%
STACR 2017-DNA2 (July 1, 2016 through October 31, 2016)	2.0%	2.3%
STACR 2017-DNA3 (November 1, 2016 through March 31, 2017)	1.3%	1.3%
STACR 2018-DNA1 (April 1, 2017 through July 31, 2017)	1.9%	2.0%
STACR 2018-DNA2 (August 1, 2017 through November 30, 2017)	1.8%	1.1%
STACR 2018-DNA3 (December 1, 2017 through March 31, 2018)	0.6%[5]	0.3%
STACR 2019-DNA1 (April 1, 2018 through June 30, 2018)	1.2%[5]	2.0%
STACR 2019-DNA2 (July 1, 2018 through September 30, 2018)[6]	0.7%[5]	0.0%

Acquisition Period	Twelve Month Freddie Mac Estimated Defect Rate Range	Nine Month Freddie Mac Estimated Defect Rate Range
Q1-2013	1.0% - 1.4%[5]	1.4% - 1.9%[6]
Q2-2013	1.1% - 1.6%[7]	1.8% - 2.4%[5]
Q3-2013	1.4% - 1.9%[8]	1.6% - 2.1%[7]
Q4-2013	1.7% -2.3%[9]	2.5% - 3.2%[8]
Q1-2014	1.1% - 1.6%[10]	1.3% - 1.9%[9]
Q2-2014	0.9% - 1.3%[11]	1.1% - 1.6%[10]
Q3-2014	0.8% - 1.2%[12]	1.2% - 1.6%[11]
Q4-2014	0.8% - 1.2%[13]	1.0% - 1.5%[12]
Q1-2015	0.6% - 0.9%[14]	0.7% - 1.1%[13]
Q2-2015	0.6% - 0.9%[15]	0.7% - 1.1%[14]
Q3-2015	0.6% - 1.0%[16]	0.7% - 1.1%[15]
Q4-2015	0.6% - 0.9%[17]	0.8% - 1.1%[16]
Q1-2016	0.5% - 0.9%[18]	0.6% - 1.0%[17]
Q2-2016	0.7% - 1.2%[19]	1.0% - 1.5%[18]
Q3-2016	0.5% - 0.9%[20]	0.7% - 1.2%[19]
Q4-2016	0.5% - 0.9%[21]	0.7% - 1.1%[20]
Q1-2017	0.6% - 1.3%[22]	0.7% - 1.3%[21]
Q2-2017	1.0% - 1.7%[23]	1.1% - 1.8%[22]
Q3-2017	1.1% - 2.5%[26]	1.2% - 2.6%[25]
Q4-2017	0.8% - 1.4%[27]	1.0% - 1.7%[26]
Q1-2018	0.6% - 1.2%[28]	0.8% - 1.6%[27]
Q2-2018	1.2% - 2.2%[29]	1.6% - 2.7%[28]
Q3-2018	[30]	1.1% - 1.9%[29]

(1) Unweighted defect rate based on Random Sample QC Credit Review and Random Sample QC Dual Credit and Compliance Review.
(2) Rates as of quality control cut-off date for each offering.
(3) Unweighted defect rate based on Credit Review only.
(4) Defect rate based on Compliance Review only.
(5) Defect rate based on Underwriting Defects only.
(6) Indicates the period during which mortgage loans were securitized into our PCs.
(7) Quality control results as of January 1, 2014.
(8) Quality control results as of October 1, 2013.
(9) Quality control results as of April 1, 2014.
(10) Quality control results as of July 1, 2014.
(11) Quality control results as of October 1, 2014.
(12) Quality control results as of January 1, 2015.
(13) Quality control results as of April 1, 2015.
(14) Quality control results as of July 1, 2015.
(15) Quality control results as of October 1, 2015.
(16) Quality control results as of January 1, 2016.
(17) Quality control results as of April 1, 2016.
(18) Quality control results as of July 1, 2016.
(19) Quality control results as of October 1, 2016.
(20) Quality control results as of January 1, 2017.
(21) Quality control results as of April 1, 2017.
(22) Quality control results as of July 1, 2017.
(23) Quality control results as of October 1, 2017.
(24) Quality control results as of January 1, 2018.
(25) Quality control results as of April 1, 2018.
(26) Quality control results as of July 1, 2018.
(27) Quality control results as of October 1, 2018.
(28) Quality control results as of January 1, 2019.
(29) Quality control results as of April 1, 2019.
(30) Not available as of May 1, 2019.

Third-Party Due Diligence Review

General

In connection with the issuance of the STACR 2018-DNA2 notes, we engaged the Third-Party Diligence Provider to conduct a review of certain aspects of the mortgage loans in the proposed STACR 2018-DNA2 reference pool. In connection with the issuance of the STACR 2019-FTR1 Notes, we are relying upon the review conducted by the Third-Party Due Diligence Provider with respect to the STACR 2018-DNA2 notes issuance. Additionally, in connection with the issuance of the STACR 2019-FTR1 Notes, we engaged the Third-Party Due Diligence Provider to conduct a limited comparison of the mortgage loan data tape prepared for the offering of the STACR 2018-DNA2 notes and the mortgage loan data tape prepared in connection with this offering.

Third-Party Due Diligence Review for STACR 2018-DNA2 Notes

The Third-Party Diligence Provider was limited to randomly selecting the Diligence Sample from the Available Sample. The Available Sample comprised (i) mortgage loans that were previously selected for review by us as part of our Random Sample QC Selection, as described under *"— Results of Freddie Mac Quality Control"*, and (ii) any additional mortgage loans that were subsequently subjected to the Targeted Sample QC Review.

The Third-Party Diligence Provider selected 381 mortgage loans from the Available Sample, representing approximately 8.5% of the Available Sample (by loan count) and approximately 0.18% of the entire STACR 2018-DNA2 reference pool (by loan count). Of the 381 mortgage loans selected, 352 were ultimately included in the STACR 2018-DNA2 reference pool. Of the 352 mortgage loans included in the STACR 2018-DNA2 reference pool, 330 mortgage loans are in the Reference Pool, representing approximately 0.17% of the Reference Pool (by loan count). Of the Diligence Sample, certain mortgage loans were selected for a credit only review and certain mortgage loans were selected for a compliance only review. Additionally, some mortgage loans in the Diligence Sample were part of the Dual Review Sample.

The table below summarizes the mortgage loans that were subject to Third-Party Due Diligence Review.

	Number of Mortgage Loans
Available Sample	4,495
Credit Review Sample	306
Compliance Review Sample	31
Dual Review Sample	44
Diligence Sample (total)	381

Credit Reviews

The Third-Party Diligence Provider employed the processes and procedures to which we agreed to review the mortgage loans in the combined Credit Review Sample and Dual Review Sample. These processes and procedures included reviewing the terms of the mortgage loans and the information in the related loan files in order to assess whether the mortgage loans complied with our eligibility requirements set forth in the Guide and, if applicable, any negotiated TOBs which may have amended or modified the terms of the Guide. Its review of the combined Credit Review Sample and Dual Review Sample determined that 4 mortgage loans within that sample (approximately 1.1% of the combined Credit Review Sample and Dual Review Sample by loan count) did not meet our contractual requirements as set forth in the Guide, as amended or modified, if applicable, by any negotiated TOBs. Of those 4 mortgage loans, no mortgage loans had been previously determined to have Underwriting Defects through our quality control process. The 4 mortgage loans (approximately 1.1% of the combined Credit Review Sample and Dual Review Sample by loan count) that were not identified during our quality control review as having Unconfirmed Underwriting Defects were excluded from the STACR 2018-DNA2 reference pool as a result of the findings of the Third-Party Diligence Provider and, consequently, are not included in the Reference Pool.

The table below describes the most significant exceptions found by the Third-Party Diligence Provider on the 4 mortgage loans:

Exceptions	Number of Mortgage Loans	As a Percentage of the Selected Sample
Income Calculation/Documentation	2	0.57%
Asset Documentation	1	0.29%
Loan Purpose	1	0.29%
Total	**4**	**1.1%**

Property Valuations

The Third-Party Diligence Provider selected all 350 mortgage loans in the combined Credit Review Sample and Dual Review Sample on which to obtain property valuations as of the original appraisal date.

The Third-Party Diligence Provider ordered property valuations for the 350 mortgage loans through the Third-Party Diligence Provider's AVM, which did not utilize interior or exterior property inspections of the properties and were not performed by certified licensed appraisers in accordance with the USPAP. The results of these retrospective valuations were compared to the original appraised values for those mortgage loans. 76 mortgage loans (which represent approximately 21.7% of the combined Credit Review Sample and Dual Review Sample by loan count) had a negative AVM variance of over 10% from the original appraised value and the Third-Party Diligence Provider was unable to obtain an AVM valuation on 6 mortgage loans (which represent approximately 1.7% of the combined Credit Review Sample and Dual Review Sample by loan count) due to the lack of available data in the property location area.

From this comparison, the Third-Party Diligence Provider ordered desk reviews for 81 mortgage loans and a desk review with inspection for 1 ACE mortgage loan, and compared the desk reviews to the original appraised values for such mortgage loans, including the 76 mortgage loans where the AVM results reflected a negative variance of over 10% from the original appraised value and the 6 mortgage loans for which an AVM was not obtained due to the lack of available data in the property location area. With respect to the 1 ACE mortgage loan, there was no original appraised report upon which to perform a desk review, so in order to perform a desk review on such mortgage loan, an augmented desk review with a property inspection was performed. A desk review consists of a valuation analysis whereby the appraiser makes a separate selection of comparable sales, which may or may not be the same as those used in the original appraisal, and, using a rules-based valuation model, makes an independent determination as to whether the original appraised value is supported. One mortgage loan (which represents approximately 0.29% of the combined Credit Review Sample and Dual Review Sample by loan count) had a negative desk review variance of over 10% from the original appraised value.

The Third-Party Diligence Provider then ordered an independent field review for 1 mortgage loan (which represents approximately 0.29% of the combined Credit Review Sample and Dual Review Sample by loan count) and compared the independent field review to the original appraised value for such mortgage loan. The review was performed by a licensed review appraiser who completed the field report that included an onsite property inspection in accordance with the USPAP. The mortgage loan did not have a negative independent field review variance of over 10%, from the original appraised value. Therefore, no mortgage loans were subsequently excluded from the STACR 2018-DNA2 reference pool as a result of the property valuation review.

Investors should expect that to the extent valuation variances as described in this *"— Property Valuations"* section are identified in the future with respect to any other Reference Obligations, they will not be treated as Unconfirmed Underwriting Defects, unless stated otherwise.

Compliance Reviews

The Third-Party Diligence Provider reviewed the 75 mortgage loans in the combined Compliance Review Sample and the Dual Review Sample for compliance with certain federal, state and local laws and regulations.

As noted above, as part of our quality control review, our compliance review is limited to assessing mortgage loans to determine whether the mortgage loans comply with certain laws that may result in assignee

liability and for compliance with certain laws restricting points and fees. As our compliance review does not include examination of documents to ensure that mortgage loans comply with all laws, investors should note that only mortgage loans that are identified as violating certain laws that may result in assignee liability or that restrict points and fees will be treated as having Unconfirmed Underwriting Defects. See *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Our Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes"*.

None of the 75 mortgage loans subject to the Compliance Review were determined to be non-compliant.

Data Integrity Review

We prepared a mortgage loan data tape that included certain characteristics of the mortgage loans in connection with the STACR 2018-DNA2 notes issuance. That data tape, including any adjustments we made, was used to generate a new data tape for this offering, which was used to generate the statistical information regarding the Reference Obligations included in this Memorandum. Results from the Third-Party Diligence Provider's data integrity review were formatted by us to conform with our data standards.

A comparison of certain fields on the STACR 2018-DNA2 data tape was performed by the Third-Party Diligence Provider with respect to the combined Credit Review Sample and Dual Review Sample of 350 mortgage loans. A comparison was performed with respect to 21 mortgage loan characteristics (not including loan identifier): original CLTV, Credit Score, first payment date, loan purpose, maturity date, number of borrowers, number of units, occupancy status, original LTV, original unpaid principal balance, original interest rate, property type, property state, original DTI, amortization type, postal code, first time homebuyer, prepayment penalty indicator, original loan term, mortgage insurance percentage and mortgage insurance type.

With respect to 20 mortgage loans, representing approximately 5.7% of the 350 mortgage loans in the combined Credit Review Sample and Dual Review Sample (by loan count), 21 discrepancies, representing approximately 0.29% of the total fields reviewed, with respect to the reviewed characteristics, were identified by the Third-Party Diligence Provider, exclusive of original DTI discrepancies that were within 5%, either way, of the value provided in the STACR 2018-DNA2 data tape; an additional 2 discrepancies identified were original DTI differences that were greater than or equal to 2% and less than or equal to 5% either way. A full list of these 21 discrepancies is set forth in Appendix B. It should be noted that 3 of the discrepancies identified in Appendix B (as represented by loan identifiers designated as "N/A") correspond to 3 mortgage loans that were not included in the STACR 2018-DNA2 reference pool due to principal payments in full, delinquencies, borrower bankruptcy filings, data reconciliation or corrected data removals, removal as part of our quality control process and/or removal as part of the Third-Party Diligence Provider's review process and, consequently, are not included in the Reference Pool.

Other than the mortgage loans described above that were previously excluded from the STACR 2018-DNA2 reference pool through the quality control process, we have determined that none of the data discrepancies resulted in an Unconfirmed Underwriting Defect or a violation of the STACR 2018-DNA2 eligibility criteria. Further, you should note that we did not update the STACR 2018-DNA2 data tape to correct these discrepancies (except that the mortgage loans previously removed are not reflected on the STACR 2018-DNA2 mortgage loan data tape). In addition, we did not update the mortgage loan data tape for this offering of the STACR 2019-FTR1 Notes to correct any discrepancies found in the STACR 2018-DNA2 data integrity review. As a result, the numerical disclosure in this Memorandum does not reflect any of these discrepancies with respect to the related Reference Obligations. In our sole discretion, after the Closing Date we may determine to reconcile with the sellers certain of the discrepancies identified by the Third-Party Diligence Provider. To the extent we verify any of these discrepancies, we expect to update the monthly loan-level information with respect to the Reference Pool that is made available to Noteholders.

The following table summarizes the 5 most common discrepancies identified by the Third-Party Diligence Provider relative to our data tape, as listed in Appendix B.

	Number of Loans with Discrepancies	Percentage of Third-Party Diligence Provider Sample	Average of Freddie Mac Data	Average of Third-Party Diligence Provider Data
First time homebuyer	7	2.0%	N/A	N/A
DTI greater than 5% higher	4	1.1%	32%	45%
CLTV	3	0.9%	73%	88%
Property type	2	0.6%	N/A	N/A
DTI greater than 5% lower	2	0.6%	45%	38%

Mortgage Loans and Reviews Related to STACR 2017-DNA3

46 of the reference obligations that were excluded from the STACR 2017-DNA3 transaction and included in the STACR 2018-DNA2 Cohort Pool, which were not selected for that transaction's Diligence Sample, were subject to a previous third-party due diligence review for the STACR 2017-DNA3 transaction. The procedures conducted in such third-party due diligence review for the STACR 2017-DNA3 transaction were similar in scope to the Third-Party Due Diligence Review conducted for the STACR 2018-DNA2 transaction. 45 of those mortgage loans were determined to have no underwriting defects and 1 mortgage loan was determined to have an underwriting defect as a result of such previous third-party due diligence review for the STACR 2017-DNA3 transaction. The underwriting defect discovered was Income Calculation/Excessive DTI. This one mortgage loan that was not identified during the Freddie Mac quality control review as having an Unconfirmed Underwriting Defect was subsequently excluded from the STACR 2018-DNA2 reference pool by Freddie Mac as a result of the previous finding from the third party due diligence review for the STACR 2017-DNA3 transaction; and, consequently, is not included in the Reference Pool. Of the 45 reference obligations removed from the STACR 2017-DNA3 transaction and included in the STACR 2018-DNA2 transaction, 38 are Reference Obligations that are included in the Reference Pool. For more information regarding the third-party due diligence review conducted for the STACR 2017-DNA3 transaction, see such transaction's offering circular at the following address: http://www.freddiemac.com/mbs/data/stacr/17_dna3_0320301sto.pdf.

The table below summarizes the data compare results for the 46 STACR 2017-DNA3 mortgage loans included in the STACR 2018-DNA2 Cohort Pool.

Summary of Data Compare Results for the 46 STACR 2017-DNA3 Mortgage Loans*

Loan Identifier	Record Type	Loan File Data	Third-Party Diligence Provider Data
N/A	Original Debt-to-Income (DTI) Ratio	38%	55%
18DNA2079261	First-time Homebuyer	No	Yes
18DNA2174099	First-time Homebuyer	No	Yes
18DNA2053326	Original Debt-to-Income (DTI) Ratio	37%	44%
18DNA2046687	Original Debt-to-Income (DTI) Ratio	40%	43%
18DNA2016447	Original Debt-to-Income (DTI) Ratio	29%	34%
18DNA2123257	First-time Homebuyer	No	Yes

* 1 discrepancy represented by loan identifier designated as "N/A" corresponds to 1 mortgage loan that was not included in the STACR 2018-DNA2 reference pool due to principal payments in full, delinquencies, bankruptcy filings, removal as part of our quality control process and/or removal as part of the Third-Party Diligence Provider's review process.

Third-Party Due Diligence Review for STACR 2019-FTR1

In connection with the issuance of the Notes, we engaged the Third-Party Diligence Provider to conduct a tape data compare review on all 350 of the mortgage loans originally reviewed as part of the STACR 2018-DNA2 data integrity review, of which 301 are Reference Obligations in the Reference Pool. The data tape compare review with respect to such mortgage loans consisted of verifying the original mortgage loan tape data provided in the STACR 2018-DNA2 transaction matches the mortgage loan tape data provided for this STACR 2019-FTR1 transaction. A comparison was performed with respect to the same 21 mortgage loan characteristics (not including loan identifier): original CLTV, Credit Score, first payment date, loan purpose, maturity date, number of borrowers, number of units, occupancy status, original LTV, original unpaid principal balance,

original interest rate, property type, property state, original DTI, amortization type, postal code, first time homebuyer, prepayment penalty indicator, original loan term, mortgage insurance percentage and mortgage insurance type.

The following discrepancy was identified by the Third-Party Diligence Provider in conducting the comparison of the mortgage loan data tapes. However, this mortgage loan has not been included in the Reference Pool.

Loan Identifier	Record Type	STACR 2018-DNA2 Loan File & Tape Data	STACR 2019-FTR1 Loan Tape Data
STACR2019FTR1208328	Original Loan Term	360	347

Limitations of the Third-Party Diligence Provider's Review Process

As noted under the risk factor captioned "*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Limited Scope and Size of the Third-Party Diligence Provider's Review of the Reference Obligations May Not Reveal Aspects of the Reference Obligations Which Could Lead to Credit Events or Modification Events*", there can be no assurance that the review conducted by the Third-Party Diligence Provider uncovered all relevant factors relating to the origination of the Reference Obligations, or their compliance with applicable laws and regulations or uncovered all relevant factors that could affect the future performance of the Reference Obligations. The review was performed on a small sample that did not include all of the Reference Obligations in the Reference Pool and the Reference Obligations that were included in the review may have characteristics that were not discovered, noted or analyzed as part of the Third-Party Diligence Provider's review that could, nonetheless, result in those Reference Obligations failing to perform in the future.

You are advised that the aforementioned review procedures carried out by the Third-Party Diligence Provider were performed for the benefit of us. The Third-Party Diligence Provider makes no representation and provides no advice to you or any future investor concerning the suitability of any transaction or investment strategy. The Third-Party Diligence Provider performed only the review procedures described herein and was not responsible for any decision to include any mortgage loans in the Reference Pool or the reference pool for the STACR 2018-DNA2 notes issuance.

You are encouraged to make your own determination as the extent to which you place reliance on the limited loan review procedures carried out as part of this review.

The Reference Pool as of the Cut-off Date

Amortization Type of the Reference Obligations

Amortization Type	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Fixed Rate	192,176	44,587,639,583.12	100.00	232,014.61	4.213	748	753	76	76	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Principal Balance of the Reference Obligations at Origination

Range of Original Principal Balances ($)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
0.01 to 25,000.00	48	1,021,488.76	0.00	21,281.02	4.834	742	745	78	78	44
25,000.01 to 50,000.00	1,380	56,588,843.59	0.13	41,006.41	4.675	742	742	76	76	58
50,000.01 to 75,000.00	5,267	327,802,691.37	0.74	62,237.08	4.540	744	745	76	76	64
75,000.01 to 100,000.00	10,397	899,905,487.33	2.02	86,554.34	4.435	745	747	75	76	66
100,000.01 to 125,000.00	14,248	1,556,824,939.22	3.49	109,266.21	4.367	745	750	76	76	67
125,000.01 to 150,000.00	17,021	2,263,843,896.66	5.08	133,002.99	4.312	747	752	76	76	67
150,000.01 to 200,000.00	35,299	5,983,908,530.54	13.42	169,520.62	4.249	748	753	76	76	68
200,000.01 to 250,000.00	29,218	6,333,450,926.21	14.20	216,765.38	4.211	748	754	76	76	69
250,000.01 to 300,000.00	25,225	6,668,961,593.38	14.96	264,379.05	4.177	749	754	76	77	69
300,000.01 to 350,000.00	18,836	5,893,596,979.82	13.22	312,890.05	4.156	750	755	77	77	70
350,000.01 to 400,000.00	14,567	5,261,748,769.51	11.80	361,210.19	4.138	749	754	76	77	70
400,000.01 to 450,000.00	12,739	5,147,771,425.58	11.55	404,095.41	4.156	748	750	75	77	68
450,000.01 to 500,000.00	2,568	1,182,058,441.26	2.65	460,303.13	4.278	749	751	76	76	70
500,000.01 to 550,000.00	1,953	992,074,430.95	2.22	507,974.62	4.261	750	752	76	76	70
550,000.01 to 600,000.00	1,697	944,563,085.96	2.12	556,607.59	4.253	749	749	76	77	70
600,000.01 to 650,000.00	1,443	875,029,350.26	1.96	606,395.95	4.264	748	747	74	77	69
650,000.01 to 700,000.00	99	64,396,652.62	0.14	650,471.24	4.474	750	757	73	73	72
700,000.01 to 750,000.00	62	43,736,006.47	0.10	705,419.46	4.469	767	761	74	74	69
750,000.01 to 800,000.00	31	23,572,601.12	0.05	760,406.49	4.449	760	744	73	74	80
800,000.01 to 850,000.00	39	30,951,779.12	0.07	793,635.36	4.550	758	767	70	70	67
850,000.01 to 900,000.00	10	8,595,372.55	0.02	859,537.26	4.501	759	768	72	72	76
900,000.01 and greater	29	27,236,290.84	0.06	939,182.44	4.542	756	758	71	71	66
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The average principal balance of the Reference Obligations at origination was approximately $241,309.87.

* Amounts may not add up to the totals shown due to rounding.

Principal Balance of the Reference Obligations

Range of Principal Balances ($)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
0.01 to 25,000.00	204	3,357,705.48	0.01	16,459.34	4.461	764	768	77	77	20
25,000.01 to 50,000.00	1,820	74,990,006.11	0.17	41,203.30	4.590	748	750	76	76	52
50,000.01 to 75,000.00	6,064	387,325,883.27	0.87	63,873.00	4.509	746	748	76	76	62
75,000.01 to 100,000.00	11,519	1,025,200,302.67	2.30	89,000.81	4.417	746	749	75	76	65
100,000.01 to 125,000.00	15,566	1,759,536,820.23	3.95	113,037.18	4.349	746	751	76	76	67
125,000.01 to 150,000.00	17,337	2,385,573,122.64	5.35	137,600.11	4.300	747	752	76	76	67
150,000.01 to 200,000.00	35,611	6,231,717,275.81	13.98	174,994.17	4.243	748	753	76	76	68
200,000.01 to 250,000.00	29,947	6,725,349,349.62	15.08	224,575.06	4.204	748	754	76	76	69
250,000.01 to 300,000.00	24,093	6,600,896,119.93	14.80	273,975.68	4.173	749	754	76	77	69
300,000.01 to 350,000.00	18,489	5,987,788,564.33	13.43	323,856.81	4.154	749	754	76	77	70
350,000.01 to 400,000.00	14,001	5,249,156,617.49	11.77	374,912.98	4.133	749	753	76	77	70
400,000.01 to 450,000.00	10,257	4,240,939,993.52	9.51	413,467.87	4.182	747	749	74	77	69
450,000.01 to 500,000.00	2,515	1,193,577,973.65	2.68	474,583.69	4.275	749	752	75	76	70
500,000.01 to 550,000.00	1,854	971,004,652.07	2.18	523,734.98	4.262	748	750	76	76	71
550,000.01 to 600,000.00	1,620	931,633,729.13	2.09	575,082.55	4.255	751	749	75	77	70
600,000.01 to 650,000.00	1,059	652,706,763.93	1.46	616,342.55	4.287	747	746	74	76	69
650,000.01 to 700,000.00	72	48,735,522.94	0.11	676,882.26	4.448	750	756	73	74	70
700,000.01 to 750,000.00	50	35,926,860.70	0.08	718,537.21	4.459	770	753	74	74	72
750,000.01 to 800,000.00	54	42,309,797.57	0.09	783,514.77	4.517	758	762	71	71	71
800,000.01 to 850,000.00	9	7,447,158.31	0.02	827,462.03	4.569	757	755	71	71	78
850,000.01 to 900,000.00	13	11,466,924.52	0.03	882,071.12	4.510	756	769	72	72	75
900,000.01 and greater	22	20,998,439.20	0.05	954,474.51	4.545	756	755	71	71	60
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The average principal balance of the Reference Obligations as of the Cut-off Date was approximately $232,014.61.

Mortgage Rate of the Reference Obligations

Range of Mortgage Rates (%)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
2.875 to 2.999	2	566,589.17	0.00	283,294.59	2.875	802	794	78	78	N/A
3.000 to 3.124	4	818,809.24	0.00	204,702.31	3.000	767	774	76	76	67
3.125 to 3.249	19	5,095,892.06	0.01	268,204.85	3.131	777	762	74	74	67
3.250 to 3.374	55	13,322,402.95	0.03	242,225.51	3.250	768	767	75	75	66
3.375 to 3.499	261	62,902,068.98	0.14	241,004.10	3.391	769	773	75	75	66
3.500 to 3.624	1,566	378,992,442.90	0.85	242,013.05	3.504	769	770	75	75	66
3.625 to 3.749	3,680	933,878,465.20	2.09	253,771.32	3.628	767	770	75	76	67
3.750 to 3.874	7,713	1,960,525,734.44	4.40	254,184.59	3.752	768	772	75	76	68
3.875 to 3.999	31,368	7,988,932,662.38	17.92	254,684.16	3.905	766	770	76	76	69
4.000 to 4.124	22,596	5,490,507,504.08	12.31	242,985.82	4.003	765	768	76	77	69
4.125 to 4.249	29,744	7,139,638,148.62	16.01	240,036.25	4.128	757	761	76	77	69
4.250 to 4.374	25,432	5,980,272,134.36	13.41	235,147.54	4.251	747	751	76	77	69
4.375 to 4.499	19,788	4,586,082,543.22	10.29	231,760.79	4.379	734	739	76	77	69
4.500 to 4.624	14,698	3,256,565,706.96	7.30	221,565.23	4.503	726	731	76	77	69
4.625 to 4.749	9,831	2,149,970,251.30	4.82	218,692.94	4.627	721	726	76	77	69
4.750 to 4.874	9,728	1,896,976,556.00	4.25	195,001.70	4.751	720	725	76	76	69
4.875 to 4.999	8,495	1,553,688,049.09	3.48	182,894.41	4.892	715	720	76	77	69
5.000 to 5.124	2,351	421,902,330.19	0.95	179,456.54	5.001	716	722	77	77	69
5.125 to 5.249	2,278	369,297,934.81	0.83	162,114.98	5.126	711	717	77	77	69
5.250 to 5.374	1,529	236,311,021.79	0.53	154,552.66	5.251	706	714	77	77	69
5.375 to 5.499	547	88,018,161.19	0.20	160,910.72	5.375	690	698	77	77	69
5.500 to 5.624	247	36,560,009.24	0.08	148,016.23	5.500	690	699	76	76	68
5.625 to 5.749	100	18,988,562.43	0.04	189,885.62	5.625	674	679	77	77	73
5.750 to 5.874	96	13,167,542.93	0.03	137,161.91	5.750	677	694	78	78	69
5.875 to 5.999	30	3,075,366.35	0.01	102,512.21	5.880	703	724	77	77	66
6.000 to 6.124	5	278,467.73	0.00	55,693.55	6.000	717	689	78	78	65
6.125 to 6.249	13	1,304,225.51	0.00	100,325.04	6.125	667	664	74	76	65
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The weighted average mortgage rate of the Reference Obligations as of the Cut-off Date was approximately 4.213%.

* Amounts may not add up to the totals shown due to rounding.

Loan Age of the Reference Obligations

Loan Age (months)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
15	6,270	1,341,590,545.56	3.01	213,969.78	4.261	746	749	76	76	70
16	35,351	8,047,931,612.26	18.05	227,657.82	4.189	746	751	76	76	69
17	42,513	10,002,774,195.60	22.43	235,287.42	4.190	748	754	76	76	69
18	45,164	10,730,641,653.62	24.07	237,592.81	4.241	750	755	76	77	69
19	34,216	8,147,267,091.40	18.27	238,112.79	4.251	749	751	76	77	69
20	11,642	2,775,915,601.90	6.23	238,439.75	4.275	751	753	76	77	69
21	1,386	317,006,279.06	0.71	228,720.26	4.444	748	750	76	77	68
22	20	3,736,922.70	0.01	186,846.14	4.645	735	755	76	77	67
23	548	113,231,618.92	0.25	206,627.04	4.414	750	749	76	77	68
24	1,787	368,893,447.17	0.83	206,431.70	4.433	748	752	76	77	67
25	2,361	482,088,600.48	1.08	204,188.31	4.376	746	750	76	76	66
26	3,542	745,081,047.54	1.67	210,356.03	4.087	749	752	76	76	66
27	3,211	674,956,090.35	1.51	210,201.21	3.845	747	752	76	76	66
28	2,732	553,358,097.73	1.24	202,546.89	3.807	748	752	76	76	65
29	1,184	237,341,422.47	0.53	200,457.28	3.829	747	751	76	77	65
30	248	45,605,887.21	0.10	183,894.71	3.898	752	755	75	76	64
31	1	219,469.15	0.00	219,469.15	4.375	658	549	80	80	67
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The weighted average loan age of the Reference Obligations as of the Cut-off Date was approximately 18 months.

Loan-to-Value Ratio of the Reference Obligations at Origination

Range of Original Loan-to-Value Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
61 to 65	13,250	3,057,295,593.47	6.86	230,739.29	4.147	749	755	63	65	58
66 to 70	23,080	5,517,453,813.80	12.37	239,057.79	4.198	743	750	68	69	63
71 to 75	41,549	9,565,500,138.00	21.45	230,222.15	4.269	750	754	74	75	67
76 to 80	114,297	26,447,390,037.85	59.32	231,391.81	4.204	749	752	80	80	72
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The weighted average loan-to-value ratio of the Reference Obligations at origination was approximately 76%.

Combined Loan-to-Value Ratio of the Reference Obligations at Origination

Range of Original Combined Loan-to-Value Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
61 to 65	12,635	2,837,493,294.85	6.36	224,574.06	4.146	749	757	63	63	58
66 to 70	22,244	5,203,392,122.59	11.67	233,923.40	4.198	743	750	68	68	63
71 to 75	40,341	9,121,065,607.91	20.46	226,099.14	4.268	750	755	74	74	67
76 to 80	112,684	25,924,137,313.09	58.14	230,060.50	4.199	749	753	80	80	72
81 to 85	578	194,400,728.37	0.44	336,333.44	4.252	743	734	73	84	67
86 to 90	2,798	1,017,620,589.08	2.28	363,695.71	4.308	746	738	75	90	69
91 to 95	892	288,811,475.98	0.65	323,779.68	4.327	741	734	77	95	71
96 to 97	4	718,451.25	0.00	179,612.81	4.230	700	730	77	97	70
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The weighted average combined loan-to-value ratio of the Reference Obligations at origination was approximately 76%.

* Amounts may not add up to the totals shown due to rounding.

Estimated Loan-to-Value Ratio of the Reference Obligations

Range of Estimated Loan-to-Value Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Not Available	20,707	4,372,727,403.98	9.81	211,171.46	4.231	750	753	76	76	N/A
1 to 5	58	624,385.41	0.00	10,765.27	4.216	779	784	74	75	4
6 to 10	91	2,393,262.63	0.01	26,299.59	4.150	777	789	77	77	8
11 to 15	138	6,758,202.74	0.02	48,972.48	4.158	770	777	75	75	13
16 to 20	203	12,899,328.18	0.03	63,543.49	4.154	777	783	75	76	18
21 to 25	225	18,825,264.75	0.04	83,667.84	4.160	768	773	75	75	23
26 to 30	287	27,345,765.82	0.06	95,281.41	4.194	767	771	76	76	28
31 to 35	435	45,821,439.41	0.10	105,336.64	4.227	760	763	75	76	33
36 to 40	626	74,308,831.44	0.17	118,704.20	4.232	762	765	75	76	38
41 to 45	875	107,606,250.10	0.24	122,978.57	4.254	759	766	74	75	43
46 to 50	1,386	212,426,377.02	0.48	153,265.78	4.217	758	764	71	72	48
51 to 55	5,065	937,203,502.33	2.10	185,035.24	4.173	751	757	66	67	54
56 to 60	15,480	3,394,084,071.91	7.61	219,256.08	4.174	748	755	67	68	58
61 to 65	26,807	6,082,521,430.84	13.64	226,900.49	4.207	747	753	72	72	63
66 to 70	46,443	10,899,502,869.34	24.45	234,685.59	4.229	748	752	77	77	68
71 to 75	56,753	14,125,985,773.95	31.68	248,902.89	4.204	749	752	79	80	73
76 to 80	13,932	3,594,750,224.89	8.06	258,021.12	4.219	747	751	80	80	77
81 to 85	1,557	373,867,041.81	0.84	240,120.13	4.276	744	748	79	79	82
86 to 90	375	90,849,278.69	0.20	242,264.74	4.307	747	746	77	77	88
91 to 95	187	52,509,610.06	0.12	280,800.05	4.398	743	752	76	76	93
96 to 100	120	33,364,422.90	0.07	278,036.86	4.336	752	749	75	76	98
101 to 105	99	27,918,860.89	0.06	282,008.70	4.349	751	749	75	75	103
106 to 110	57	16,504,486.72	0.04	289,552.40	4.398	743	744	75	76	108
111 to 115	50	13,950,744.39	0.03	279,014.89	4.483	743	747	76	76	113
116 to 120	33	9,781,732.52	0.02	296,416.14	4.406	748	743	75	75	118
121 to 125	22	5,753,924.78	0.01	261,542.04	4.461	736	749	77	77	122
126 to 130	25	7,321,608.79	0.02	292,864.35	4.391	767	767	74	74	128
131 to 135	22	5,725,109.67	0.01	260,232.26	4.354	729	728	76	76	133
136 to 140	17	4,438,551.29	0.01	261,091.25	4.316	749	732	77	78	138
141 to 145	11	3,063,280.18	0.01	278,480.02	4.412	725	757	75	77	142
146 to 150	15	4,539,239.25	0.01	302,615.95	4.515	714	741	76	76	148
151 to 155	7	1,837,133.99	0.00	262,447.71	4.306	747	730	77	79	153
156 to 160	9	2,667,362.25	0.01	296,373.58	4.263	754	747	76	76	158
161 to 165	11	3,055,670.60	0.01	277,788.24	4.551	715	750	73	74	163
166 to 170	2	571,581.10	0.00	285,790.55	4.231	779	784	77	77	167
171 to 175	4	1,539,078.13	0.00	384,769.53	4.419	775	764	77	81	173
176 to 180	5	1,003,695.29	0.00	200,739.06	4.602	694	710	77	77	177
181 to 185	1	261,097.60	0.00	261,097.60	4.000	744	715	70	70	185
186 to 190	4	1,074,573.14	0.00	268,643.29	4.057	740	729	80	80	189
191 to 195	1	513,662.02	0.00	513,662.02	4.875	783	800	75	75	195
196 to 200	6	1,235,243.83	0.00	205,873.97	4.206	773	720	76	76	198
201 to 205	2	623,365.14	0.00	311,682.57	4.100	775	771	74	74	203
206 to 210	2	462,480.11	0.00	231,240.06	3.875	808	823	80	80	209
211 to 215	2	647,694.68	0.00	323,847.34	4.386	766	780	71	71	213
216 to 220	2	587,675.09	0.00	293,837.55	4.895	698	700	75	75	219
221 to 225	2	766,860.32	0.00	383,430.16	3.938	772	752	68	68	223
226 to 230	5	1,915,877.95	0.00	383,175.59	4.496	777	794	76	76	228
241 to 245	3	1,153,827.20	0.00	384,609.07	4.443	782	781	76	76	244
251 to 255	1	253,585.40	0.00	253,585.40	3.750	801	768	80	80	252
271 to 275	1	369,220.16	0.00	369,220.16	3.750	756	781	63	63	275
286 to 290	1	377,446.42	0.00	377,446.42	4.250	721	657	80	80	286
296 to 300	1	409,205.08	0.00	409,205.08	3.875	782	772	75	75	300
306 to 310	1	253,749.24	0.00	253,749.24	4.000	700	764	68	68	309
351 to 355	1	404,744.62	0.00	404,744.62	3.750	772	742	80	80	354
381 to 385	1	282,477.08	0.00	282,477.08	3.875	786	763	65	65	385
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The non-zero weighted average estimated loan-to-value ratio of the Reference Obligations was approximately 69%.

* Amounts may not add up to the totals shown due to rounding.

Credit Score of the Mortgagors of the Reference Obligations at Origination

Range of Original Credit Scores	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Not Available	63	11,407,339.86	0.03	181,068.89	4.176	N/A	722	77	77	68
600 to 619	127	23,885,631.69	0.05	188,075.84	4.547	611	638	76	76	69
620 to 639	2,758	567,077,922.05	1.27	205,612.01	4.662	630	648	75	75	68
640 to 659	4,980	1,042,411,883.77	2.34	209,319.66	4.625	650	664	75	75	68
660 to 679	8,726	1,907,288,006.60	4.28	218,575.29	4.551	670	683	75	76	68
680 to 699	15,269	3,489,335,452.24	7.83	228,524.16	4.413	690	703	76	76	69
700 to 719	20,126	4,737,425,721.84	10.62	235,388.34	4.319	709	723	76	77	69
720 to 739	22,659	5,373,387,391.99	12.05	237,141.42	4.216	729	740	76	77	69
740 to 759	26,537	6,336,226,762.59	14.21	238,769.52	4.150	750	756	76	77	69
760 to 779	31,458	7,491,384,287.42	16.80	238,139.24	4.127	770	770	76	77	69
780 to 799	36,664	8,662,211,209.52	19.43	236,259.31	4.106	789	786	76	77	69
800 to 819	22,274	4,839,303,868.56	10.85	217,262.45	4.096	807	798	76	76	68
820 to 839	535	106,294,104.99	0.24	198,680.57	4.114	822	813	74	75	67
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The non-zero weighted average Credit Score of the mortgagors of the Reference Obligations at origination was approximately 748.

Updated Credit Score of the Mortgagors of the Reference Obligations

Range of Updated Credit Scores	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Not Available	340	70,545,813.22	0.16	207,487.69	4.323	751	N/A	75	75	67
420 to 439	4	497,801.04	0.00	124,450.26	4.421	683	428	73	73	61
440 to 459	17	2,888,127.52	0.01	169,889.85	4.358	682	453	78	78	70
460 to 479	58	11,828,499.72	0.03	203,939.65	4.588	676	470	77	78	69
480 to 499	137	28,922,750.74	0.06	211,114.97	4.478	685	491	77	78	70
500 to 519	280	56,675,337.42	0.13	202,411.92	4.487	675	510	76	77	69
520 to 539	414	85,621,884.68	0.19	206,816.15	4.500	675	530	77	77	70
540 to 559	539	112,349,264.43	0.25	208,440.19	4.499	677	549	76	77	69
560 to 579	776	169,145,245.47	0.38	217,970.68	4.466	681	570	76	76	69
580 to 599	1,127	238,274,636.95	0.53	211,423.81	4.448	683	590	76	77	69
600 to 619	1,848	398,381,254.29	0.89	215,574.27	4.457	685	610	76	77	69
620 to 639	2,973	673,891,040.99	1.51	226,670.38	4.453	690	630	76	77	69
640 to 659	4,928	1,119,671,597.86	2.51	227,206.09	4.430	693	650	76	77	69
660 to 679	7,858	1,797,925,851.60	4.03	228,801.97	4.390	702	670	76	77	69
680 to 699	11,243	2,599,156,840.44	5.83	231,180.01	4.364	707	690	76	77	69
700 to 719	14,284	3,376,619,156.65	7.57	236,391.71	4.322	716	710	76	77	69
720 to 739	17,476	4,115,636,065.39	9.23	235,502.18	4.265	729	730	76	77	69
740 to 759	23,098	5,420,577,540.18	12.16	234,677.35	4.217	743	750	76	77	69
760 to 779	31,383	7,443,655,283.14	16.69	237,187.50	4.167	758	770	76	77	69
780 to 799	36,454	8,574,759,159.70	19.23	235,221.35	4.129	772	789	76	76	69
800 to 819	26,142	5,987,626,051.53	13.43	229,042.39	4.101	783	808	76	76	68
820 to 839	9,766	2,093,894,774.36	4.70	214,406.59	4.097	791	826	76	76	68
840 to 859	1,031	209,095,605.80	0.47	202,808.54	4.077	797	840	76	76	68
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The non-zero weighted average updated Credit Score of the mortgagors of the Reference Obligations was approximately 753.

* Amounts may not add up to the totals shown due to rounding.

Debt-to-Income Ratio of the Reference Obligations at Origination

Range of Original Debt-to-Income Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Not Available	16	2,766,076.82	0.01	172,879.80	4.802	728	739	72	72	60
1 to 20	15,012	3,054,841,286.47	6.85	203,493.29	4.136	765	771	76	76	68
21 to 25	18,563	4,056,675,494.06	9.10	218,535.55	4.139	760	766	76	76	69
26 to 30	25,515	5,742,413,074.23	12.88	225,060.28	4.172	754	760	76	77	69
31 to 35	30,435	7,031,739,707.59	15.77	231,041.23	4.207	749	754	76	77	69
36 to 40	35,294	8,308,780,659.23	18.63	235,416.24	4.240	745	749	76	77	69
41 to 45	42,791	10,247,051,761.17	22.98	239,467.45	4.273	738	742	76	77	69
46 to 50	24,550	6,143,371,523.55	13.78	250,239.17	4.208	748	749	75	76	68
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The non-zero weighted average debt-to-income ratio of the Reference Obligations at origination was approximately 36%.

Occupancy Type of the Reference Obligations

Occupancy Type	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Primary Residence	155,492	37,534,775,584.03	84.18	241,393.61	4.164	746	751	76	77	69
Investment Property	25,482	4,679,501,933.14	10.50	183,639.51	4.668	759	759	74	74	67
Second Home	11,202	2,373,362,065.95	5.32	211,869.49	4.093	764	767	77	77	68
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Loan Purpose of the Reference Obligations

Loan Purpose	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Purchase	118,954	27,509,588,532.40	61.70	231,262.41	4.162	755	757	77	78	69
Cash-out Refinance	47,916	10,882,418,965.16	24.41	227,114.51	4.381	736	744	74	74	68
No Cash-out Refinance	25,306	6,195,632,085.56	13.90	244,828.58	4.147	742	746	74	74	68
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Property Type of the Reference Obligations

Property Type	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Single Family	116,163	26,594,070,317.52	59.64	228,937.53	4.237	746	750	76	76	69
Planned Unit Development	57,879	14,217,176,984.22	31.89	245,636.19	4.170	750	754	76	77	69
Condominium	17,198	3,633,406,501.92	8.15	211,269.13	4.211	757	762	76	76	69
Manufactured Housing	636	75,901,507.02	0.17	119,341.99	4.336	749	749	77	77	N/A
Co-operative	300	67,084,272.44	0.15	223,614.24	4.085	764	769	76	77	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

* Amounts may not add up to the totals shown due to rounding.

Geographic Concentration of the Mortgaged Properties (State or Territory)

State or Territory	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
California	23,136	7,795,763,549.96	17.48	336,953.82	4.264	744	747	75	75	68
Florida	23,451	4,761,691,731.41	10.68	203,048.56	4.178	747	750	76	76	68
Texas	17,097	3,706,586,446.34	8.31	216,797.48	4.204	747	748	77	78	70
Washington	6,953	1,994,407,236.96	4.47	286,841.25	4.256	749	758	76	76	67
Colorado	6,805	1,890,132,084.69	4.24	277,756.37	4.256	750	755	75	76	67
Illinois	7,641	1,585,036,668.56	3.55	207,438.38	4.181	753	759	77	77	71
New York	5,618	1,563,571,525.71	3.51	278,314.62	4.234	749	749	76	76	69
New Jersey	4,877	1,356,458,789.34	3.04	278,133.85	4.181	749	749	76	77	71
Arizona	6,118	1,309,537,176.88	2.94	214,046.61	4.304	748	751	76	77	67
Massachusetts	3,932	1,170,065,233.14	2.62	297,575.08	4.187	745	748	75	76	69
Georgia	5,404	1,106,973,286.18	2.48	204,843.32	4.208	747	754	76	77	68
North Carolina	5,511	1,101,137,772.52	2.47	199,807.25	4.167	753	760	77	77	70
Michigan	6,251	1,078,229,526.72	2.42	172,489.13	4.212	747	752	77	77	69
Oregon	4,120	1,075,636,192.25	2.41	261,076.75	4.274	749	758	76	76	68
Virginia	4,106	1,044,991,771.35	2.34	254,503.60	4.177	753	759	76	77	71
Pennsylvania	4,927	949,552,266.65	2.13	192,724.23	4.176	753	757	77	78	71
Minnesota	4,196	889,327,803.70	1.99	211,946.57	4.154	754	763	77	78	69
Ohio	5,272	811,455,719.60	1.82	153,918.00	4.158	752	757	77	77	69
Utah	3,219	774,510,526.31	1.74	240,605.94	4.206	750	753	76	76	65
Maryland	2,752	737,255,258.06	1.65	267,897.99	4.195	749	755	76	77	72
Tennessee	3,684	716,557,561.91	1.61	194,505.31	4.222	748	754	76	77	69
Wisconsin	3,375	608,976,057.79	1.37	180,437.35	4.106	757	764	77	77	69
Nevada	2,568	584,400,343.98	1.31	227,570.23	4.339	745	749	76	76	66
Missouri	3,253	565,903,378.18	1.27	173,963.53	4.168	754	760	77	77	71
Indiana	3,562	553,816,053.79	1.24	155,478.96	4.209	749	756	77	77	69
South Carolina	2,655	511,791,919.06	1.15	192,765.32	4.184	750	756	76	77	70
Connecticut	1,528	353,653,854.55	0.79	231,448.86	4.158	750	755	76	77	75
Kentucky	1,999	332,351,554.91	0.75	166,258.91	4.175	748	752	76	77	71
Idaho	1,499	300,062,858.70	0.67	200,175.36	4.235	750	758	76	76	63
Louisiana	1,465	288,656,167.14	0.65	197,034.93	4.241	744	748	76	77	72
Hawaii	621	262,524,469.36	0.59	422,744.72	4.140	750	753	75	76	67
Alabama	1,446	257,964,833.95	0.58	178,398.92	4.188	750	757	77	77	70
Iowa	1,327	227,172,626.55	0.51	171,192.63	4.046	754	760	77	78	70
Kansas	1,227	212,050,704.94	0.48	172,820.46	4.157	753	756	77	77	70
New Hampshire	922	208,379,162.29	0.47	226,007.77	4.147	748	754	77	77	70
Oklahoma	1,212	194,030,138.18	0.44	160,090.87	4.242	751	756	77	77	73
Montana	810	178,246,464.15	0.40	220,057.36	4.164	753	763	76	76	70
Arkansas	1,029	170,929,679.06	0.38	166,112.42	4.138	751	754	76	77	73
Maine	730	148,882,194.99	0.33	203,948.21	4.185	752	758	76	77	69
New Mexico	767	147,646,290.27	0.33	192,498.42	4.237	752	754	76	76	69
Nebraska	836	144,362,222.42	0.32	172,682.08	4.134	754	758	77	77	69
Rhode Island	644	142,981,249.92	0.32	222,020.57	4.189	754	754	76	77	69
Delaware	525	120,931,335.58	0.27	230,345.40	4.185	754	761	77	77	72
District of Columbia	292	106,326,909.69	0.24	364,133.25	4.251	757	761	75	75	69
Mississippi	561	95,452,820.82	0.21	170,147.63	4.218	741	750	77	78	72
Vermont	472	94,142,715.50	0.21	199,454.91	4.036	757	765	76	76	71
North Dakota	378	76,788,281.10	0.17	203,143.60	4.060	753	760	77	78	72
Alaska	303	72,585,186.41	0.16	239,555.07	4.247	754	763	76	76	75
South Dakota	371	72,039,689.40	0.16	194,177.06	4.089	754	765	76	77	70
West Virginia	427	67,114,286.25	0.15	157,176.31	4.206	749	758	77	77	72
Wyoming	242	51,596,875.74	0.12	213,210.23	4.141	748	753	76	76	70
Virgin Islands	23	9,151,810.98	0.02	397,904.83	4.158	743	740	76	76	N/A
Guam	34	7,458,246.79	0.02	219,360.20	4.108	731	736	75	75	N/A
Puerto Rico	3	391,072.44	0.00	130,357.48	3.672	805	786	72	72	N/A
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

* Amounts may not add up to the totals shown due to rounding.

Geographic Concentration of the Mortgaged Properties (Top 10 Metropolitan Statistical Areas ("MSA"))

Top 10 MSAs	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Los Angeles-Long Beach-Glendale, CA	4,521	1,759,383,877.13	3.95	389,158.12	4.280	743	744	74	75	67
Houston-The Woodlands-Sugar Land, TX	6,541	1,400,155,791.36	3.14	214,058.37	4.129	748	750	77	78	63
Chicago-Naperville-Evanston, IL	5,046	1,156,632,345.05	2.59	229,217.67	4.189	754	760	76	77	71
Denver-Aurora-Lakewood, CO	3,885	1,129,243,773.30	2.53	290,667.64	4.264	747	753	75	76	67
Riverside-San Bernardino-Ontario, CA	3,916	1,081,278,888.67	2.43	276,118.20	4.258	739	740	75	76	68
Seattle-Bellevue-Kent, WA	2,977	1,041,559,761.22	2.34	349,868.92	4.248	748	757	75	76	68
New York-Jersey City-White Plains, NY-NJ	2,903	1,038,756,285.94	2.33	357,821.66	4.266	748	747	75	75	69
Phoenix-Mesa-Chandler, AZ	4,511	994,407,910.08	2.23	220,440.68	4.306	746	749	76	77	67
Dallas-Plano-Irving, TX	3,692	899,665,274.48	2.02	243,679.65	4.241	745	746	76	78	70
Atlanta-Sandy Springs-Alpharetta, GA	3,890	841,545,434.46	1.89	216,335.59	4.213	746	753	76	77	67
Other	150,294	33,245,010,241.43	74.56	221,199.85	4.205	749	754	76	77	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Geographic Concentration of the Mortgaged Properties (Top 10 Three-Digit Zip Codes)

Top 10 Three-Digit Zip Codes	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
945xx	1,537	610,892,849.55	1.37	397,457.94	4.271	743	748	74	75	68
750xx	2,365	595,075,792.06	1.33	251,617.67	4.228	744	746	76	78	70
980xx	1,481	518,723,095.21	1.16	350,251.92	4.235	747	757	75	76	68
334xx	2,265	514,605,095.64	1.15	227,198.72	4.145	745	750	75	76	68
917xx	1,333	474,131,527.10	1.06	355,687.57	4.233	740	742	74	75	68
774xx	2,037	469,171,168.53	1.05	230,324.58	4.080	747	749	77	78	N/A
840xx	1,715	444,925,359.41	1.00	259,431.70	4.186	749	753	76	77	65
852xx	1,814	434,065,277.55	0.97	239,286.26	4.285	749	752	76	77	67
956xx	1,402	419,697,094.80	0.94	299,355.99	4.257	744	746	75	76	69
913xx	1,006	410,996,800.43	0.92	408,545.53	4.268	743	743	75	75	68
Other	175,221	39,695,355,522.84	89.03	226,544.51	4.212	749	753	76	77	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Original Term to Maturity of the Reference Obligations

Original Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
240 to 259	6	1,005,246.75	0.00	167,541.13	4.124	760	763	71	71	67
260 to 279	107	20,412,284.14	0.05	190,769.01	4.248	742	746	73	73	66
280 to 299	57	10,724,100.49	0.02	188,142.11	4.206	749	754	76	76	69
300 to 319	1,407	296,840,115.21	0.67	210,973.78	4.192	743	751	74	74	67
320 to 339	193	40,862,881.63	0.09	211,724.78	4.209	745	751	74	75	68
340 to 359	141	31,928,868.47	0.07	226,445.88	4.203	741	747	75	75	69
360	190,265	44,185,866,086.43	99.10	232,233.29	4.213	748	753	76	77	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The weighted average original term to maturity of the Reference Obligations was approximately 360 months.

* Amounts may not add up to the totals shown due to rounding.

Remaining Term to Maturity of the Reference Obligations

Remaining Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
220 to 239	7	1,281,120.08	0.00	183,017.15	4.071	755	763	71	71	66
240 to 259	85	16,288,524.03	0.04	191,629.69	4.261	744	749	73	73	66
260 to 279	198	37,754,633.79	0.08	190,679.97	4.071	744	745	74	74	66
280 to 299	1,292	274,584,782.69	0.62	212,526.92	4.209	743	751	74	74	68
300 to 319	171	35,159,053.85	0.08	205,608.50	4.228	744	750	74	75	68
320 to 339	17,004	3,546,435,436.67	7.95	208,564.78	4.098	748	751	76	77	66
340 to 359	173,419	40,676,136,032.01	91.23	234,554.09	4.223	749	753	76	77	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

The weighted average remaining term to maturity of the Reference Obligations as of the Cut-off Date was approximately 341 months.

Sellers of the Reference Obligations

Seller	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Wells Fargo Bank, N.A.	30,328	7,438,080,306.62	16.68	245,254.56	4.209	748	753	76	77	69
JPMorgan Chase Bank, N.A.	13,652	2,958,148,169.44	6.63	216,682.40	4.115	761	765	76	76	68
Caliber Home Loans, Inc.	11,440	2,921,337,054.72	6.55	255,361.63	4.238	747	744	76	77	69
Quicken Loans Inc.	10,865	2,387,740,418.25	5.36	219,764.42	4.273	734	740	75	75	69
U.S. Bank N.A.	7,236	1,722,577,470.14	3.86	238,056.59	4.158	752	756	76	77	68
United Shore Financial Services, LLC	6,221	1,641,442,793.83	3.68	263,855.13	4.162	752	755	76	76	69
AmeriHome Mortgage Company, LLC	6,756	1,623,008,331.98	3.64	240,232.14	4.289	744	749	76	77	69
loanDepot.com, LLC	4,742	1,262,467,579.73	2.83	266,231.04	4.208	747	750	76	76	69
Flagstar Bank, FSB	4,707	1,261,255,217.47	2.83	267,953.09	4.210	746	749	76	76	69
Suntrust Bank	5,084	1,197,653,535.32	2.69	235,573.08	4.170	750	756	76	77	69
Other	91,145	20,173,928,705.62	45.25	221,338.84	4.224	748	753	76	76	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Servicers of the Reference Obligations

Servicer	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Wells Fargo Bank, N.A.	30,504	7,479,034,806.21	16.77	245,182.10	4.208	748	753	76	77	69
JPMorgan Chase Bank, N.A.	16,151	3,577,991,599.15	8.02	221,533.75	4.131	759	763	76	76	68
Caliber Home Loans, Inc	11,440	2,921,337,054.72	6.55	255,361.63	4.238	747	744	76	77	69
Matrix Financial Services Corporation	11,107	2,778,898,973.41	6.23	250,193.48	4.242	748	753	76	77	69
Quicken Loans Inc	10,864	2,387,385,377.32	5.35	219,751.97	4.273	734	740	75	75	69
New Residential Mortgage LLC	8,472	2,168,958,829.20	4.86	256,014.97	4.235	749	752	76	76	69
US Bank N.A.	7,696	1,845,673,483.99	4.14	239,822.44	4.169	751	755	76	77	68
Pingora Loan Servicing, LLC	6,102	1,467,447,273.70	3.29	240,486.28	4.228	747	752	76	77	69
Suntrust Bank	5,522	1,304,429,159.67	2.93	236,224.04	4.186	749	754	76	77	69
Nationstar Mortgage LLC	3,980	1,025,867,167.99	2.30	257,755.57	4.204	750	754	75	76	69
Other	80,338	17,630,615,857.76	39.54	219,455.50	4.218	748	753	76	76	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

* Amounts may not add up to the totals shown due to rounding.

Origination Channel of the Reference Obligations

Origination Channel	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Retail	103,382	22,791,983,447.49	51.12	220,463.75	4.214	748	753	76	76	69
Correspondent	67,882	16,198,834,563.30	36.33	238,632.25	4.213	749	753	76	77	69
Broker	20,912	5,596,821,572.33	12.55	267,636.84	4.207	749	750	76	76	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

First Payment Date of the Reference Obligations

First Payment Date	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
September 2016	1	219,469.15	0.00	219,469.15	4.375	658	549	80	80	67
October 2016	248	45,605,887.21	0.10	183,894.71	3.898	752	755	75	76	64
November 2016	1,184	237,341,422.47	0.53	200,457.28	3.829	747	751	76	77	65
December 2016	2,732	553,358,097.73	1.24	202,546.89	3.807	748	752	76	76	65
January 2017	3,211	674,956,090.35	1.51	210,201.21	3.845	747	752	76	76	66
February 2017	3,542	745,081,047.54	1.67	210,356.03	4.087	749	752	76	76	66
March 2017	2,361	482,088,600.48	1.08	204,188.31	4.376	746	750	76	76	66
April 2017	1,787	368,893,447.17	0.83	206,431.70	4.433	748	752	76	77	67
May 2017	548	113,231,618.92	0.25	206,627.04	4.414	750	749	76	77	68
June 2017	20	3,736,922.70	0.01	186,846.14	4.645	735	755	76	77	67
July 2017	1,386	317,006,279.06	0.71	228,720.26	4.444	748	750	76	77	68
August 2017	11,642	2,775,915,601.90	6.23	238,439.75	4.275	751	753	76	77	69
September 2017	34,216	8,147,267,091.40	18.27	238,112.79	4.251	749	751	76	77	69
October 2017	45,164	10,730,641,653.62	24.07	237,592.81	4.241	750	755	76	77	69
November 2017	42,513	10,002,774,195.60	22.43	235,287.42	4.190	748	754	76	76	69
December 2017	35,351	8,047,931,612.26	18.05	227,657.82	4.189	746	751	76	76	69
January 2018	6,270	1,341,590,545.56	3.01	213,969.78	4.261	746	749	76	76	70
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Maturity Date of the Reference Obligations

Maturity Date (year)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
2038	7	1,281,120.08	0.00	183,017.15	4.071	755	763	71	71	66
2039	32	6,921,400.64	0.02	216,293.77	4.175	754	749	72	72	64
2040	78	14,056,857.81	0.03	180,216.13	4.262	738	745	74	74	67
2041	112	21,651,215.40	0.05	193,314.42	4.018	748	754	74	74	66
2042	1,306	276,317,418.75	0.62	211,575.36	4.207	742	750	74	74	67
2043	42	8,951,273.88	0.02	213,125.57	4.186	745	749	75	75	68
2044	108	21,223,457.93	0.05	196,513.50	4.239	745	756	74	75	67
2045	88	19,974,011.61	0.04	226,977.40	4.183	744	746	74	74	69
2046	7,411	1,523,312,595.05	3.42	205,547.51	3.837	747	752	76	76	65
2047	182,992	42,693,950,231.97	95.75	233,310.47	4.227	748	753	76	77	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

* Amounts may not add up to the totals shown due to rounding.

First Time Homebuyer

First Time Homebuyer	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
No	158,718	36,807,936,195.53	82.55	231,907.76	4.233	749	753	76	76	69
Yes	33,458	7,779,703,387.59	17.45	232,521.47	4.120	746	749	78	79	70
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Number of Borrowers

Number of Borrowers	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
1	99,425	21,463,959,733.57	48.14	215,880.91	4.222	751	755	76	76	69
2	90,234	22,430,742,419.91	50.31	248,584.15	4.203	746	751	76	77	69
3	2,114	573,898,555.41	1.29	271,475.19	4.292	727	736	76	76	69
4	400	117,800,425.95	0.26	294,501.06	4.294	731	743	76	76	69
5	3	1,238,448.28	0.00	412,816.09	4.209	683	691	79	79	70
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Number of Units

Number of Units	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
1	186,165	42,998,722,600.10	96.44	230,971.03	4.201	748	753	76	77	69
2	4,082	981,228,053.67	2.20	240,379.24	4.536	753	753	74	74	68
3	1,050	331,747,840.86	0.74	315,950.32	4.551	753	753	73	73	77
4	879	275,941,088.49	0.62	313,926.15	4.619	758	757	73	73	81
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Lien Position of the Reference Obligations at Origination

Lien Position	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
First Lien	192,176	44,587,639,583.12	100.00	232,014.61	4.213	748	753	76	76	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Reference Obligations with Subordinate Financing at Origination

Reference Obligations with Subordinate Financing at Origination	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
No	186,823	42,698,075,239.03	95.76	228,548.28	4.21	749	753	76	76	69
Yes	5,353	1,889,564,344.09	4.24	352,991.66	4.275	744	738	74	87	68
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

* Amounts may not add up to the totals shown due to rounding.

Mortgage Insurance Coverage Level

Mortgage Insurance Coverage Level (%)	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
None	192,176	44,587,639,583.12	100.00	232,014.61	4.213	748	753	76	76	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Delinquency Status of the Reference Obligations as of February 28, 2019

Delinquency Status	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Current	192,176	44,587,639,583.12	100.00	232,014.61	4.213	748	753	76	76	69
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

Historical Delinquency Status of the Reference Obligations as of February 28, 2019

Historical Delinquency	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original Loan-to-Value Ratio (%)	Weighted Average Original Combined Loan-to-Value Ratio (%)	Non-Zero Weighted Average Estimated Loan-to-Value Ratio (%)
Never Delinquent in past 24 months	191,262	44,366,072,670.15	99.50	231,964.91	4.213	749	753	76	76	69
Never Delinquent in past 6 months and 1 time 30 days delinquent in past 12 month	914	221,566,912.97	0.50	242,414.57	4.340	724	702	75	76	68
Total/Weighted Average:	**192,176**	**44,587,639,583.12**	**100.00**	**232,014.61**	**4.213**	**748**	**753**	**76**	**76**	**69**

* Amounts may not add up to the totals shown due to rounding.

Appendix B

Third-Party Diligence Provider's Data Integrity Review Discrepancies*

Loan Identifier	Record Type	Loan File Data	Third-Party Diligence Provider Data
18DNA2184445	Original Combined Loan-To-Value (CLTV)	75%	90%
18DNA2168684	Original Combined Loan-To-Value (CLTV)	70%	85%
18DNA2029447	Original Combined Loan-To-Value (CLTV)	74%	89%
18DNA2192225	Original Debt-to-Income (DTI) Ratio	28%	48%
N/A	Original Debt-to-Income (DTI) Ratio	47%	61%
18DNA2091197	Original Debt-to-Income (DTI) Ratio	23%	35%
N/A	Original Debt-to-Income (DTI) Ratio	28%	36%
18DNA2022178	Original Debt-to-Income (DTI) Ratio	47%	41%
18DNA2011270	Original Debt-to-Income (DTI) Ratio	42%	35%
18DNA2084038	Credit Score	732	734
18DNA2066455	First-time Homebuyer	No	Yes
18DNA2139991	First-time Homebuyer	No	Yes
18DNA2038406	First-time Homebuyer	No	Yes
18DNA2162597	First-time Homebuyer	No	Yes
18DNA2119140	First-time Homebuyer	No	Yes
18DNA2208063	First-time Homebuyer	No	Yes
18DNA2020485	First-time Homebuyer	No	Yes
N/A	Loan Purpose	No Cash-out Refinance	Cash-out Refinance
18DNA2115754	Occupancy Status	Second Home	Investment Property
18DNA2192127	Property Type	Single-Family	PUD
18DNA2084038	Property Type	Single-Family	PUD

* 3 of the discrepancies represented by loan identifiers designated as "N/A" correspond to 3 mortgage loans that were not included in the STACR 2018-DNA2 reference pool due to principal payments in full, delinquencies, bankruptcy filings, removal as part of our quality control process and/or removal as part of the Third-Party Diligence Provider's review process.

Appendix C

Assumed Characteristics of the Reference Obligations (as of the Cut-off Date)

Group Number	Outstanding Principal Balance ($)	Remaining Term to Maturity (months)	Original Term to Maturity (months)	Per Annum Interest Rate (%)
1	566,589.17	331	360	2.875
2	818,809.24	331	360	3.000
3	5,095,892.06	333	360	3.131
4	13,322,402.95	335	359	3.250
5	62,902,068.98	335	360	3.391
6	378,992,442.90	335	360	3.504
7	933,878,465.20	337	359	3.628
8	1,960,525,734.44	341	359	3.752
9	7,988,932,662.38	342	359	3.905
10	5,490,507,504.08	342	360	4.003
11	7,139,638,148.62	341	360	4.128
12	5,980,272,134.36	341	359	4.251
13	4,586,082,543.22	341	359	4.379
14	3,256,565,706.96	341	360	4.503
15	2,149,970,251.30	341	360	4.627
16	1,896,976,556.00	341	360	4.751
17	1,553,688,049.09	342	360	4.892
18	421,902,330.19	342	360	5.001
19	369,297,934.81	342	360	5.126
20	236,311,021.79	342	360	5.251
21	88,018,161.19	341	359	5.375
22	36,560,009.24	340	359	5.500
23	18,988,562.43	341	360	5.625
24	13,167,542.93	342	360	5.750
25	3,075,366.35	341	360	5.880
26	278,467.73	342	360	6.000
27	1,304,225.51	342	360	6.125

Appendix D

SELLING RESTRICTIONS

Canada

Each Initial Purchaser has represented, warranted and agreed that:

(a) the sale and delivery of any Notes to a Canadian Purchaser by such Initial Purchaser shall be made so as to be exempt from the prospectus filing requirements and exempt from, or in compliance with, the dealer registration requirements of all applicable Canadian Securities Laws;

(b) (i) the Initial Purchaser is an investment dealer as defined in section 1.1 of National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations; or (ii) any sale and delivery of any Notes to a Canadian Purchaser will be made through (A) an affiliate of the relevant Initial Purchaser that is a registered investment dealer, exempt market dealer or restricted dealer; or (B) in compliance with the international dealer exemption from the dealer registration requirements, and otherwise in compliance with the representations, warranties, and agreements set out herein;

(c) each Canadian Purchaser is entitled under the Securities Laws to acquire the Notes without a prospectus qualified under the Canadian Securities Laws, and such purchaser, (A) is a "permitted client" as defined in section 1.1 of NI 31-103 and an "accredited investor" as defined in section 73.3 of the Securities Act (Ontario) and National Instrument 45-106 Prospectus Exemptions and is a person to which an Initial Purchaser relying on the international dealer exemption from the dealer registration requirements or an Initial Purchaser registered as a restricted dealer may sell the Notes, or (B) is an "accredited investor" as defined in section 73.3 of the Securities Act (Ontario) and NI 45-106 who is purchasing the Notes from a registered investment dealer or exempt market dealer;

(d) it will ensure that each Canadian Purchaser purchasing from it (i) has represented to it that such Canadian Purchaser is resident in Canada; (ii) has represented to it which categories set forth in the relevant definition of "accredited investor" in section 73.3 of the Securities Act (Ontario) and NI 45-106 or "permitted client" in section 1.1 of NI 31-103, or both, as applicable, correctly describes such Canadian Purchaser; and (iii) consents to disclosure of all required information about the purchase to the relevant Canadian securities regulators or regulatory authorities;

(e) it has not provided and will not provide to any Canadian Purchaser any document or other material that would constitute an offering memorandum (other than this Memorandum with respect to the private placement of the Notes in Canada) within the meaning of the Canadian Securities Laws;

(f) it has not provided and will not provide any document or other material that would constitute an offering memorandum within the meaning of the Canadian Securities Laws to a Canadian Purchaser outside the provinces of Alberta, British Columbia, Ontario and Quebec;

(g) it has not made and it will not make any written or oral representations to any Canadian Purchaser:

(i) that any person will resell or repurchase the Notes purchased by such Canadian Purchaser;

(ii) that the Notes will be freely tradeable by the Canadian Purchaser without any restrictions or hold periods;

(iii) that any person will refund the purchase price of the Notes; or

(iv) as to the future price or value of the Notes; and

(h) it will inform each Canadian Purchaser that:

(i) we are not a "reporting issuer" and are not, and may never be, a reporting issuer in any province or territory of Canada and there currently is no public market in Canada for any of the Notes, and one may never develop;

(ii) the Notes will be subject to resale restrictions under applicable Securities Law; and

(iii) such Canadian Purchaser's name and other specified information will be disclosed to the relevant Canadian securities regulators or regulatory authorities and may become available to the public in accordance with applicable laws.

European Economic Area

Each Initial Purchaser represents and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision: (a) the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the "Prospectus Directive"); and (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Japan

The Notes have not been and will not be registered under FIEA and, accordingly, each Initial Purchaser undertakes that it will not offer or sell any Notes directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, "resident of Japan" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Korea

The Issuer is not making any representation with respect to eligibility of any recipients of this Memorandum to acquire the Notes referred to herein under the laws of Korea. The Notes offered under this Memorandum have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under FSCMA and are therefore subject to certain transfer restrictions. The Notes may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea (as defined in the Foreign Exchange Transaction Law of Korea) except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law and the decrees and regulations thereunder.

People's Republic of China

The Notes may not be offered or sold directly or indirectly within the borders of the PRC. The offering material or information contained herein relating to the Notes, which has not been and will not be submitted to or approved/verified by or registered with any relevant governmental authorities in the PRC (including but not limited to the China Securities Regulatory Commission), may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Notes in the PRC. The offering material or information contained herein relating to the Notes does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC. The Notes may only be offered or sold to PRC investors that are authorized to engage in the purchase of notes of the type being offered or sold, including but not limited to those that are authorized to engage in the purchase and sale of foreign exchange for themselves and on behalf of their customers and/or the purchase and sale of government bonds or financial bonds and/or the purchase and sale of debt securities denominated in foreign currency other than stocks. PRC investors are responsible for obtaining all relevant approvals/licences, verification and/or registrations themselves from relevant governmental authorities (including but not limited to the China Securities Regulatory Commission, the State Administration of Foreign Exchange and/or the China Banking Regulatory Commission), and complying with all relevant PRC regulations, including, but not limited to, all relevant foreign exchange regulations and/or foreign investment regulations.

Singapore

This Memorandum has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore (the "MAS"), and the Notes will be offered pursuant to exemptions under the SFA. Accordingly, this

Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any persons in Singapore other than (i) to an institutional investor pursuant to Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased in reliance of an exemption under Section 274 or 275 of the SFA, the Notes shall not be sold within the period of 6 months from the date of the initial acquisition of the Notes, except to any of the following persons:

(i) an institutional investor (as defined in Section 4A of the SFA);

(ii) a relevant person (as defined in Section 275(2) of the SFA); or

(iii) any person pursuant to an offer referred to in Section 275(1A) of the SFA,

unless expressly specified otherwise in Section 276(7) of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 2(1) of the SFA) or securities-based derivatives contracts (as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable within six (6) months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person (as defined in Section 275(2) of the SFA), or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law; or

(4) pursuant to Section 276(7) of the SFA.

Taiwan

The Notes have not been and will not be registered with the Financial Supervisory Commission of Taiwan, the Republic of China pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan, the Republic of China through a public offering or in circumstance which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan, the Republic of China that requires a registration or approval of the Financial Supervisory Commission of Taiwan, the Republic of China. No person or entity in Taiwan, the Republic of China has been authorized to offer or sell the Notes in Taiwan, the Republic of China.

United Kingdom

Each of the Initial Purchasers has represented and agreed that (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity, within the meaning of section 21 of the FSMA, received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer and (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

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CFTC Letter No. 14-111
No-Action
August 25, 2014
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RE: Request for No-Action Relief from Commodity Pool Operator Registration for the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation

Dear Ms. Marks and Ms. Abrams:

This letter is in response to your correspondence, dated July 29, 2013, Supplemental Statement, dated November 20, 2013, and multiple telephone conferences (the "Correspondence") with staff of the Division of Swap Dealer and Intermediary Oversight ("Division") of the Commodity Futures Trading Commission ("Commission"). In the Correspondence, the Federal Housing Finance Agency ("FHFA"), in its roles as regulator and conservator of the Federal National Mortgage Association ("Fannie Mae") and the Federal Home Loan Mortgage Corporation ("Freddie Mac"), requests no-action relief on behalf of Fannie Mae and Freddie Mac from registration and regulation as commodity pool operators ("CPOs"). The no-action relief is requested in connection with a proposed risk-sharing initiative that would transfer mortgage credit risk from Fannie Mae and Freddie Mac to voluntary sophisticated institutional investors.

Background

The Correspondence received by the Division made the following representations regarding the operation, structure, and regulation of Fannie Mae and Freddie Mac. Relief from CPO registration is requested for Fannie Mae and Freddie Mac, both of which are government-sponsored enterprises ("GSEs") "chartered by Congress with a public mission to stabilize the nation's residential mortgage markets and expand opportunities for home ownership and affordable rental housing."[1] In furtherance of that mission, Fannie Mae and Freddie Mac

[1] Letter from Ellen Marks on behalf of Fannie Mae and Freddie Mac, at 2 (Jul. 29, 2013) ("Relief Request").

purchase residential mortgages and mortgage-related securities and then securitize them into mortgage-backed securities ("MBS") that can be sold to investors, who include, among others, lenders, pension funds, insurance companies, securities dealers, and commercial and central banks. Both Fannie Mae and Freddie Mac guarantee payments of principal and interest on the MBS they issue, and thus each GSE bears the risk that the underlying mortgages it guarantees will not be repaid ("mortgage credit risk").[2] More generally, Fannie Mae and Freddie Mac carry out their statutory missions only through activities authorized by and consistent with the Federal Housing Enterprises Financial Safety and Soundness Act of 1992[3] and their respective congressional charters.

The regulator and conservator of Fannie Mae and Freddie Mac, the FHFA was created by the Housing and Economic Recovery Act of 2008,[4] and is charged with providing effective supervision, regulation, and housing mission oversight of the GSEs as well as the Federal Home Loan Banks. The FHFA, a member of the Financial Stability Oversight Council, oversees the operations of Fannie Mae and Freddie Mac and through FHFA statutory authority, regulations, guidance, and orders, has the responsibility to ensure that they are operated in a safe and sound manner that is consistent with the public interest. This responsibility includes monitoring the GSEs' capital and internal controls and assessing their exposure to various types of risk, including mortgage credit risk. The FHFA also has the responsibility to regularly examine the GSEs' financial conditions and management practices, presenting and publishing the results of said examinations in an annual report to Congress.[5]

You state in the Correspondence that "establishing a path for shifting mortgage credit risk from [Fannie Mae and Freddie Mac] (and, thereby, [U.S.] taxpayers) to private investors is a central goal of the FHFA."[6] Specifically, you are asking the Division for no-action relief for the transaction structure described below that is designed to shift mortgage credit risk from Fannie Mae and Freddie Mac to private investors through special purpose vehicles ("SPVs"). The SPVs themselves will be established in the form of an LLC, corporation, or trust, and will be operated by a third-party administrator or trustee, though the corresponding GSE will generally pay for costs related to the transaction and retain an ownership interest in the SPV.[7] In the Correspondence, you describe the "basic structure of the risk sharing initiative" as follows:[8]

- Each GSE designates a reference pool of loans and provides investors with a comprehensive offering memorandum, including detailed loan-level data about the underlying loans.

[2] Relief Request, at 2-3.
[3] 12 U.S.C. § 4501 *et seq*.
[4] Pub. L. 110-289, 122 Stat. 2654 (enacted Jul. 30, 2008).
[5] Relief Request, at 2-3.
[6] *Id.* at 3.
[7] Letter from Ellen Marks on behalf of Fannie Mae and Freddie Mac, at 1 (Nov. 20, 2013) ("Supplemental Statement").
[8] *See* Relief Request, at 3-4.

- Investors purchase fixed-income notes issued by the SPV. Potential purchasers are limited to sophisticated institutional investors.

- The SPV enters into a credit default swap agreement with the related GSE concurrently with the issuance of notes, by which the GSE agrees to pay a credit premium to the SPV and the SPV agrees to make payments to the GSE with respect to specified credit events[9] affecting loans in the reference pool. The swap agreement remains in place for the entire term of the related issuance and the SPV will enter into no additional swaps.

- When a credit event occurs, the SPV will make a payment to the GSE according to a fixed loss severity table that is based on historical loan performance data,[10] or on another basis as specified in the offering documents for the SPV. Any such payment to the Requesting Entity by the SPV will result in a corresponding reduction in the principal balance of the notes issued by the SPV.

- Loans exit the reference pool when they are paid in full or when a credit event occurs with respect thereto. No new loans are added to the reference pool at any time.

- The cash proceeds from the sale of the notes are invested in cash equivalents/high quality short-term liquid assets. The assets will collateralize the SPV's obligations to make payments of principal to noteholders and payments in respect of credit events to the GSE. Specifically, you have stated that each asset would have a maturity date no later than 60 days from its date of purchase, and that the assets would be limited to the following categories of investments ("Permitted Investments"):

    1. Obligations issued or fully guaranteed by the U.S. government or a U.S. government agency or instrumentality.
    2. General obligations of any State.
    3. Demand or time deposits, federal funds or bankers' acceptances of federal or state depository institutions or trust companies subject to supervision by federal or state banking authorities, provided the short-term deposits and/or long-term obligations or deposits of the depository institution or trust company are rated in the highest rating category by each applicable nationally recognized statistical rating organization ("NRSRO").
    4. Repurchase obligations with terms of 30 days or less involving any security described in #1 above and entered into with a depository institution or trust company (as principal) described in #3 above.

[9] "Specified credit events include loans that become 180-days delinquent and loans less than 180-days delinquent that are resolved via short sales or deeds-in-lieu of foreclosure." Relief Request, at 3.
[10] "The loss percentages in the fixed severity table are structured to increase along with the percentage of the cumulative balance of the reference pool that has experienced a credit event." *Id.*

5. Commercial paper (i) issued by a qualifying commercial paper conduit (as defined under the Volcker Rule regulations) and (ii) that has a rating in the highest rating category by at least two NRSROs.
6. Money market funds rated in one of two highest categories for long-term unsecured debt or in the highest category for short-term obligations by each applicable NRSRO.

- Investors receive a rate of return, which is paid (i) from the credit premium advanced by the related GSE under the swap agreement and (ii) from investment earnings on the collateral to the extent available. Principal on the notes (as may be reduced due to payments made by the SPV to the GSE in respect of credit events and the corresponding exit of the related loans from the reference pool) is returned as the reference pool amortizes, subject to specified bond performance triggers, using proceeds of the collateral.

- Investors will in no event receive more than the stated maximum rate of return and the ultimate repayment of principal.

- Investors will have access to historical data on a substantial portion of the related GSE's loan portfolio. The initial transaction will be structured to return full principal and interest to investors if credit events do not exceed assumed levels.[11]

The Correspondence further explains that the fixed-income notes to be offered will be high-yield debt securities offered and sold only to sophisticated investors pursuant to Rule 144A[12] and Regulation S[13] promulgated by the Securities and Exchange Commission. The Correspondence describes investor disclosures as "robust," and "focus[ing] primarily on the fact that the notes are debt securities with a stated rate of return that create exposure to the credit risk of a pool of reference loans."[14] Though the disclosures will not describe the SPVs as vehicles for trading in swaps or other commodity interests, the disclosures will discuss the fact that the risk transfer structure is dependent upon a swap transaction, as well as the material risks and characteristics of the swap.

Fannie Mae and Freddie Mac will also provide monthly reports on behalf of each SPV that will disclose payments made and received under the swap between the GSE and the SPV, payments made to investors, updated loan-level data with respect to the reference pool, the occurrence of any credit events with respect to the reference pool, the effect of those credit events on the SPV and the noteholders, and the current balance of the collateral at the end of the relevant month. Though the Correspondence generally talks about a single SPV structure, through discussions with Division staff, you have indicated that Fannie Mae and Freddie Mac anticipate eventually having multiple SPVs and corresponding note issuances. For each additional note issuance, there will be a single reference pool of mortgages for the life of the

[11] *Id.* at 4-5; *see also* Supplemental Statement at 1.
[12] 17 CFR 230.144A.
[13] 17 CFR 230.901-230.905.
[14] Relief Request, at 5-6.

issuance, a single swap transaction transferring the mortgage credit risk from the GSEs to the noteholders, and all of the other characteristics described above will continue to apply.

Legal Necessity of No-Action Relief from CPO Registration

Section 1a(10) of the Commodity Exchange Act ("CEA"), added by the Dodd-Frank Act of 2010, defines a commodity pool as "any investment trust, syndicate or similar form of enterprise operated for the purpose of trading in commodity interests,"[15] and this definition is identical to its regulatory counterpart, which was proposed and adopted in 1981.[16] From the time of the definition's initial adoption in 1981, the Commission has declined to constrain the phrase "operated for the purpose of trading" to the narrowest of possible interpretations. The reasons that the Commission articulated for rejecting a narrow understanding of the phrase were grounded in its dual concerns for customer and market protection. The Commission noted in the Preamble to the 1981 rule that commenters were concerned that the definition was overly broad.[17] One commenter suggested a brightline percentage test as a function of commodity interests to other portfolio holdings to determine whether a collective investment scheme should be considered a pool. The Commission declined to set a specific percentage as a threshold over which an entity would be considered a commodity pool due to concerns that an entity which would not exceed the set trading level could still be marketed as a commodity pool to participants, who should still be afforded the protections under Part 4 of the Commission's regulations.[18]

Several other commenters suggested that the definition should be narrowed to only those funds whose "principal purpose" was the trading of commodity interests. The Commission rejected that suggestion because it could "inappropriately exclude from the scope of Part 4 rules certain persons who are, in fact, operating commodity pools."[19] Thus, the Commission recognized that there may be entities whose primary business focus may be outside the commodity interest sphere, yet may still have a significant exposure to those markets, which may implicate the Commission's concerns regarding both customer and market protection. The rejection of the more narrow "principal purpose" language further operated as an additional indicator of the Commission's broader understanding of the phrase "operated for the purpose of."

The Commission recently affirmed and refined this interpretation in the preamble to the final rule entitled "Commodity Pool Operators and Commodity Trading Advisors: Compliance Obligations."[20] Explaining its amendments to Commission Regulations 4.5 and 4.13(a)(3) to

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[15] CEA Section 1a(10), 7 U.S.C. 1a(10).
[16] *See* 17 CFR 4.10(d).
[17] 46 Fed. Reg. 26004, 26005 (May 8, 1981).
[18] *Id.*
[19] *Id.* at 26006. The Commission's conclusion that commodity pools are not limited to those funds whose primary purpose is trading commodity interests is consistent with the Dodd-Frank Act's recent amendments to the CEA in Section 4m(3). Section 4m(3) was amended to exempt certain commodity trading advisors ("CTAs") from registration provided that their business does not primarily consist of acting as a CTA, and that the CTA does not serve as a CTA to a commodity pool that is engaged primarily in trading commodity interests. CEA Section 4m(3), 7 U.S.C. 6m(3). By its inclusion of commodity pools that engage primarily in trading commodity interests as a factor to differentiate between those CTAs required to be registered from those not required to register, this statutory exemption for CTAs recognizes that there may be entities that are properly considered commodity pools that are not engaged primarily in trading commodity interests.
[20] 77 Fed. Reg. 11252 (Feb. 24, 2012).

include swaps in the trading thresholds, the Commission stated, "any swaps activities undertaken by a CPO would result in that entity being required to register because there would be no *de minimis* exclusion for such activity. As a result, one swap contract would be enough to trigger the registration requirement."[21] This statement is the Commission's most recent guidance with respect to the relationship between an entity's swaps activity and the requirement that its operator register with the Commission as a CPO.

The Correspondence states that the risk transfer structures will involve the establishment of an SPV that will hold an interest in a swap creating synthetic exposure to the risk of mortgage loans held or securitized by Fannie Mae and Freddie Mac. Therefore, the SPVs fall within the definition of "commodity pool" set forth in Section 1a(10) of the CEA.[22] That interpretation is consistent with the historical interpretation of the commodity pool definition. Notwithstanding the fact that the SPV(s) to be established in the manner described above is a commodity pool, the Correspondence requests that the Division grant no-action relief to Fannie Mae and Freddie Mac from CPO registration.

Legal Analysis

The Division agrees that the SPV structure used to transfer the GSEs' mortgage credit risk to investors is properly considered a commodity pool and, absent relief from the Division, the GSEs operating the SPV(s) would be required to register as CPOs. The Correspondence, however, requests no-action relief from registration, provided that the GSEs and their SPV structure substantially meet the conditions required for a CPO to be exempt from registration under Regulation 4.13(a)(3). Based on the foregoing representations and the legal analysis and conditions below, the Division will not recommend that the Commission take an enforcement action against Fannie Mae or Freddie Mac operating the SPV structure described above for failure to register as a CPO.

Regulation 4.13(a)(3)[23] contains four prongs an entity must meet in order to rely on the exemption:

- Interests in the pool are exempt from registration under the Securities Act of 1933, and such interests are offered and sold without marketing to the public in the United States;[24]

[21] *Id.* at 11258.
[22] Relief Request, at 6.
[23] 17 CFR 4.13(a)(3).
[24] The Division notes that the Correspondence also requests relief from this general prohibition on marketing to the public, pursuant to the recent adoption by the Securities and Exchange Commission of rules relaxing its prohibitions on general solicitation in connection with Rule 144A and Regulation D offerings, as required by the JOBS Act of 2012. *See* Eliminating the Prohibition Against General Solicitation and General Advertising in Rule 506 and Rule 144A Offerings, 78 Fed. Reg. 44771 (July 24, 2013). The Division is not inclined to grant relief from the prohibition on marketing to the public in Regulation 4.13(a)(3)(i) at this time because Commission staff is still reviewing this rulemaking and determining what, if any, impact it may have on Commission regulations, and it is anticipated that this request will be addressed in forthcoming Division and/or Commission action.

- The pool at all times meets a *de minimis* test pursuant to which either (x) the margins, premiums and required minimum security deposit for retail forex transactions does not exceed 5% of the liquidation value of the pool's assets after giving effect to unrealized profits or losses or (y) the aggregate net notional value of the pool's commodity positions,[25] determined at the time the most recent position was established, does not exceed 100 percent of the liquidation value of the pool's portfolio, after taking into account unrealized profits and unrealized losses;

- The pool operator reasonably believes at the time of investment that each investor in the pool meets one of certain enumerated tests relating to the financial sophistication of the investor (e.g., accredited investor or qualified eligible purchaser); and

- Participations in the pool are not marketed as or in a vehicle for trading in the commodity futures or commodity options markets.

The GSEs state that the notes of the SPV will be sold pursuant to Rule 144A and Regulation S, making them exempt from Securities Act registration and, because the Division is not at this time considering relief from the general marketing prohibition pursuant to the JOBS Act, the notes will be sold without marketing to the public in the United States. Additionally, the notes will only be sold to sophisticated institutional investors that meet the accredited investor or qualified eligible purchaser standards.

The GSEs further describe the proposed transaction, stating that:

> [t]he swap will be the vehicle through which the default and delinquency performance of the underlying mortgage loans (above certain levels) will be allocated to the fund, but the mortgage loans themselves (and not the swap) will be the primary source of potential losses. Aside from the agreed rate of return under the swap and any gains relating to the permitted investments in cash equivalents/high-quality short-term liquid assets, the fund will not have the opportunity for gains. We believe the allocation of losses through the swap is distinguishable from the circumstances in which futures, options and swaps transactions are entered into for the purpose of achieving trading profit. … Investors will make an investment decision by evaluating the pool of mortgage loans and will consider the swap terms only as a means of understanding how payments are received by and how the performance of the underlying mortgages is allocated to the fund.[26]

[25] If the stated notional amount of a swap is leveraged in any way or otherwise enhanced by the structure of the swap or the arrangement in which it is issued, the threshold calculation would be required to be based on the effective notional amount of the swap rather than on the stated notional amount.
[26] Relief Request, at 7.

The GSEs further represent that the notional amount of the swap between a GSE and the corresponding SPV will not exceed the amount of collateral raised from the sale of the notes and invested in the Permitted Investments by the vehicle. One of the *de minimis* tests in Regulation 4.13(a)(3) requires that the notional value of the commodity interest position, in this case a credit default swap, not exceed the liquidation value[27] of the pool's, in this instance the SPV's, portfolio. Due to the importance of the SPV's collateral in the cash flows from the SPV to the GSEs and to the noteholders, the list of Permitted Investments is restricted to short-term assets with typically high liquidity and very limited market value risk, making them easily convertible to cash when credit payments to GSEs or note payments to investors are necessary. The Division believes that the continual investment of the collateral in short-term assets with typically high liquidity and very limited market risk is integral to the representation by FHFA that the notional value of the swap will not exceed the value of the collateral.

As represented by the GSEs, when a specified credit event occurs requiring payment to the GSE, the SPV will liquidate enough of its collateral to provide the required credit coverage to the GSE, thereby reducing the funds available to repay the noteholders. Because the notional value of the swap will be reduced when defaulting mortgages exit the pool, and the assets held by the SPV will be liquidated to pay credit coverage to the GSE, thereby reducing the collateral as well, the GSEs state that the notional value of the swap should not exceed the liquidation value of the SPV's assets – in fact, the liquidation value of the SPV's assets will consistently be greater than or equal to the notional value of the swap.

A significant question is raised by the fourth prong of Regulation 4.13(a)(3). That prong requires that investments in the SPV not be marketed as or in a vehicle for trading in the commodity futures or commodity options markets.[28] In the same 2012 final rule amending part 4 of the Commission's regulations referenced above, the Commission also outlined several factors to be considered in a facts and circumstances analysis of whether or not an investment vehicle

[27] The Division does not believe that the liquidation value of the pool should be reduced by the SPV's payment obligations to the noteholders in this instance because the credit default swap and the notes sold by the SPV are essentially off-setting cash flows. To the extent that the SPV is required to pay coverage to a GSE due to specified default events in the underlying pool of mortgages, the SPV's corresponding obligation to pay the principal and interest owed to the noteholders is equally reduced. The notes are not traditional debt in that repayment to the noteholders by the SPV is subject to the SPV's payment of losses on the underlying pool of mortgages held and guaranteed by the GSEs pursuant to the terms of the swap. This is, of course, by design – otherwise, there would be no actual transfer of the mortgage credit risk from the GSEs to the noteholders. For these reasons, in performing the test in Regulation 4.13(a)(3), the Division is considering the notional value of the swap versus the liquidation value of the assets held by the SPV, without reducing their value by the amount owed to its noteholders.

[28] As explained above, in 2012, the Commission, upon Division staff recommendations and consistent with the expansion by the Dodd-Frank Act of the Commission's jurisdiction to include swap transactions, added swaps to the transactions considered in the trading threshold calculations contained in Regulation 4.13(a)(3)(ii) by specifically referencing the term "commodity interest," which as defined in Regulation 1.3(yy) includes futures, options, and swaps. In order to consistently interpret the prongs of the exemption in Regulation 4.13(a)(3), Division staff similarly considers swaps added to the transactions listed in the marketing prong of that exemption, though the Commission has not yet explicitly amended Regulation 4.13(a)(3)(iv) to also include swaps.

has been marketed as a vehicle for trading in commodity interests.[29] Additionally, the Commission stated that "no single factor is dispositive."[30]

Most of the seven factors are either irrelevant or inapplicable to the risk-sharing structure the Correspondence describes, with the exception of one: "Whether the futures/options/swap transactions engaged in by the fund or on behalf of the fund will directly or indirectly be its primary source of potential gains and losses."

Because the single swap transaction between either Fannie Mae or Freddie Mac and the SPV is the mechanism for creating and transmitting the risk exposure in the risk-sharing structure, it is difficult to argue that the swap is not literally the primary source of investment gains and losses to investors. However, the Division believes that the factor needs to be considered in the context of the marketing condition. Thus, the Division is of the view that in the context of Regulation 4.13(a)(3) where the *de minimis* exposure is being satisfied, and when the swap is used as a mere conduit to transmit the risk of the reference assets to the protection sellers, the Division accepts the GSEs' representations that the marketing efforts are focused on the risk of the reference assets rather than the risks and rewards of the swap. The Division expects, and the GSEs have represented, that appropriate disclosure will be provided to describe the effect of the swap's risks and characteristics as such may affect the efficacy of the conduit between the reference assets and the counterparties. In contrast, when a swap creates other investment exposures for investors, whether through the provision of leverage or the transmission of other risks, the Division would assume that the swap itself must be marketed as part of the investment package in violation of the fourth prong.

In light of the foregoing considerations and representations, the Division agrees that "[i]nvestors will make an investment decision by evaluating the pool of mortgage loans and will consider the swap terms only as a means of understanding" how the SPV structure will pass any losses on the underlying assets from the GSEs to those investors. If the question was whether the vehicle was a commodity pool, the swap's role in generating the investment exposure would be very material. However, here the issue at hand is the extent to which marketing of the swap is occurring. Importantly, the swap transaction, in this context, serves as the conduit for exposure to the mortgage credit risk of assets actually held by a counterparty to said swap, and the terms of the swap will not be a source of investment returns or losses beyond those directly correlated to the underlying mortgage loans, as there is no leverage embedded in the terms of the swap. Therefore, the Division does not believe that the presence of this swap should automatically result in the GSEs and SPV(s) violating the marketing restriction in Regulation 4.13(a)(3)(iv), consistent with the Commission's previous statements.

Because Fannie Mae and Freddie Mac will have significant involvement in the operation of the SPV(s), through which they will ensure that the SPV(s) will continuously meet all other

[29] Although the factors were enumerated by the Commission in the context of its revisions to Regulation 4.5, the Division believes that such factors are useful in determining whether a CPO has violated the terms of the marketing restriction in Regulation 4.13(a)(3)(iv) because the limitations in both regulations are substantially similar in scope and intent.
[30] 77 Fed. Reg. at 11259.

requirements set forth in Regulation 4.13(a)(3) and the representations described in this letter, and because Fannie Mae and Freddie Mac themselves are subject to comprehensive regulation by the FHFA, the Division has determined that it will not recommend to the Commission that it take an enforcement action against either Fannie Mae or Freddie Mac for their failure to register as CPOs, provided that they and their SPV(s) continue to meet the requirements of the exemption from CPO registration under Regulation 4.13(a)(3) as well as the conditions below:

1. The collateral, received by the SPV from the sale of notes to investors, will continually be invested in assets fitting one of the six categories outlined above in this letter, none of which will have a maturity date beyond 60 days from their date of purchase.

2. Any disclosure document circulated by or on behalf of Fannie Mae and Freddie Mac to potential and actual investors must indicate that they are not registered as CPOs with the Commission and are subject to the conditions of the no-action relief provided in this letter.

3. In the event of a bankruptcy proceeding involving the SPV, the exercise of any contractual right by Fannie Mae or Freddie Mac to cause the termination, liquidation, or acceleration of or to offset or net termination values, payment amounts, or other transfer obligations arising under or in connection with the swap agreement shall not be stayed, avoided, or otherwise limited, under applicable law.

4. The SPV will not engage in any additional commodity interest transactions beyond the swap transaction discussed herein.

This letter, and the positions taken herein, represent the view of this Division only, and do not necessarily represent the position or view of the Commission or of any other office or division of the Commission. The relief issued by this letter does not excuse the affected persons from compliance with any other applicable requirements contained in the Act or in the Commission's regulations issued thereunder. Further, this letter, and the relief contained herein, is based upon the representations made to the Division. Any different, changed or omitted material facts or circumstances might render this letter void. In this regard, you must notify the Division immediately in the event that the operations or activities of Fannie Mae or Freddie Mac or their SPV(s) change in any material respect from the representations above.

Should you have any questions, please do not hesitate to contact Amanda Olear, Associate Director, at 202-418-5283 or aolear@cftc.gov, or Elizabeth Groover, Special Counsel, at 202-418-5985 or egroover@cftc.gov.

Very truly yours,

Gary Barnett

cc: Regina Thoele, Compliance
National Futures Association, Chicago

Appendix F

GENERAL MORTGAGE LOAN PURCHASE AND SERVICING

General

The Reference Obligations (also referred to in this Appendix F as mortgage loans) are evidenced by promissory notes or other similar evidences of indebtedness (each, a "mortgage note") secured by first-lien mortgage loans, deeds of trust or similar security instruments on one- to four-unit residential properties (each, a "mortgaged property"). Each mortgage note and related mortgage loan are obligations of one or more mortgagors (individually or collectively as to a particular mortgage loan, a "mortgagor") and require the related mortgagor to make monthly payments of principal and interest.

The Freddie Mac Act establishes requirements for and limitations on mortgage loans that we may purchase, as described below. We purchase "single-family mortgages," which are mortgage loans that are secured by one- to four-unit residential properties. Such mortgage loans consist of both "conforming" and "super-conforming" mortgages. For 2017 and 2018, a "conforming mortgage" is a mortgage loan secured by a property with an original principal balance that does not exceed $424,100 and $453,100, respectively, for a one-unit residence (the "Base Conforming Loan Limit"). Higher Base Conforming Loan Limits apply to mortgage loans secured by properties in Alaska, Hawaii, Guam and the US. Virgin Islands and to multi-unit residences. For 2017 and 2018, a "superconforming mortgage" is a mortgage loan secured by a property located in a designated high-cost area with an original principal balance exceeding the Base Conforming Loan Limit, up to 115% of the median house price for certain geographic areas, not to exceed $636,150 and $679,650, respectively, for a one-unit residence (the "Super Conforming Loan Limit"). Higher Super Conforming Loan Limits apply to properties in Alaska, Hawaii, Guam and U.S. Virgin Islands and to multi-unit residences.

The Freddie Mac Act also establishes original LTV limitations on the mortgage loans that we may purchase without a credit enhancement. The LTV is a ratio of (a) the total principal balance of a mortgage loan to (b) the value of the mortgaged property, as defined in the Guide, at origination. Under the Freddie Mac Act, we may not purchase a mortgage loan (excluding mortgage loans refinanced under the Enhanced Relief Refinance Program) if, at the time of purchase, the outstanding principal balance of the mortgage loan exceeds 80% of the value of the mortgaged property unless we have one or more of the following credit protections, which are designed to offset any additional credit losses that may be associated with higher LTVs: the existence of mortgage insurance on the portion of the outstanding principal balance above 80% from a mortgage insurer that we determine is qualified; an agreement by the seller of the mortgage loan to repurchase a mortgage loan from us or replace (for periods and under conditions as we may determine) any mortgage loan that has defaulted; or retention by the mortgage loan seller of at least a 10% participation interest in such mortgage loan(s).

In addition to the standards in the Freddie Mac Act, which we cannot change, we seek to manage the credit risk with respect to the mortgage loans we purchase through our underwriting and servicing standards reflected in the Guide and other Purchase Documents. The Guide is incorporated by reference into our sellers' and servicers' other Purchase Documents and sets forth the basic terms of our selling and servicing requirements between Freddie Mac and our various sellers and servicers of mortgage loans. We detail our requirements for underwriting and selling mortgage loans to us in the "Selling" segment of the Guide. Similarly, we detail our requirements for servicing such mortgage loans in the "Servicing" segment of the Guide. The terms of the Guide are revised from time to time, usually several times a year, through bulletins to update the underwriting and servicing standards that govern our mortgage loans. On occasion, we will impose additional selling and servicing requirements solely through a bulletin without updating the Guide, particularly on matters that may be temporary in nature (e.g., special disaster related requirements). The Guide, bulletins and other information about most of our underwriting and servicing requirements can be accessed through www.allregs.com or www.freddiemac.com by clicking on "Doing Business with Freddie Mac" and then on "Single-Family-Forms and the Guide." In addition, many of our sellers and servicers are provided TOBs, which may amend, waive or otherwise alter certain terms of the Guide. TOBs are periodically reviewed and subject to change. Freddie Mac does not and will not consider the impact to investors when approving, reviewing and changing any TOB. With respect to any mortgage loan, the obligations and duties with respect to such mortgage loan are reflected in the applicable Purchase Documents for the related seller and servicer.

We approve sellers and servicers of mortgage loans based on a number of factors, including their financial condition, operational capability and origination and servicing experience. In our standard application process we verify references and undertake a background review and functional area review (quality control, originations and underwriting, servicing and privacy compliance) prior to approving an entity as a seller and/or servicer. The seller or servicer of a mortgage loan need not be the originator of that mortgage loan. Each Servicer must also annually certify that it remains qualified to service loans and deliver an annual officer's certificate to us, on or before the date specified in the Guide and any applicable servicing TOBs, stating that (i) a review of the servicer's activities during the preceding calendar year and of its performance under the Guide and any applicable servicing TOBs has been made under the supervision of the officer, and (ii) to the best of the officer's knowledge, based on that review, the servicer complied with the Guide and any applicable servicing TOBs in all material respects throughout the year, or, if the servicer failed to comply with the Guide and any applicable servicing TOBs in any material respect during that year, specifying the failure known to the officer and the nature and status of that failure and the action proposed to be taken with respect thereto.

We also employ quality control processes to manage our credit risk. Single-family mortgage credit risk is primarily influenced by the credit profile of the mortgagor (e.g., credit score, credit history, and monthly income relative to debt payments), documentation provided by the mortgagor, the number of mortgagors, the product features of the mortgage loan, the purpose of the mortgage loan, occupancy type, the type of property securing the mortgage loan, the LTV ratio of the mortgage loan, and local and regional economic conditions, including home prices and unemployment rates. Mortgage loans we acquire are evaluated by the applicable seller using multiple critical risk characteristics to determine the mortgagor's ability to repay the mortgage loan and the adequacy of the mortgaged property as collateral. Our quality control process is designed to determine, through a sampling of mortgage loans, whether the mortgage loans we purchased met the Guide and contract provisions under which they were delivered to us, as well as certain federal and state anti-predatory lending laws and regulations, and the Freddie Mac responsible lending policy (formerly known as the Freddie Mac anti-predatory lending policy).

Summarized below are Freddie Mac's general underwriting, servicing and quality control standards. See *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Underwriting Standards Used by Many of Our Sellers May be Less Stringent than Required by Our Guide"* and " *— Servicers May Not Follow the Requirements of Our Guide or TOBs, and Servicing Standards May Change Periodically"*.

Underwriting Standards

We use a process of delegated underwriting for the mortgage loans we purchase. In this process, our contracts with sellers describe mortgage underwriting standards and requirements, and the sellers represent and warrant to us that the mortgage loans sold to us meet these standards and requirements. We employ numerous edits in our selling system to ensure that the mortgage loans delivered to us comply with the Freddie Mac Act and the credit requirements of the Guide, or if applicable, the credit requirements of the seller's Purchase Documents. The following discussion summarizes our general mortgage loan underwriting requirements (excluding government-insured loans and/or HARP loans).

Approximately 99% of the non-relief refinance mortgage loans purchased or guaranteed by Freddie Mac were underwritten using an AUS, — which is one of (i) our proprietary system, LPA, (ii) the seller's own system, or (iii) Fannie Mae's proprietary system, DU. In permitting a seller to use an AUS other than LPA, we require a number of additional credit standards for mortgage loans assessed by such other AUS to satisfy our credit requirements. Our Guide requires that mortgage loans sold to us must, at a minimum, have documented property values, a mortgage file which reflects an acceptable level of documentation and evidence of the mortgagor's ability to repay. A mortgage loan acquired by Freddie Mac may have an LTV up to 97% and a TLTV up to 105%.

Approximately 500 out of more than 1,100 active mortgage sellers approved by us are provided TOBs that may amend, waive or otherwise alter certain terms of the Guide. For our largest sellers, we negotiate custom contracts that incorporate the Guide and provide those sellers with additional TOBs. We acquire mortgage loans under these forms of contracts on a daily basis in accordance with the terms contained in applicable agreements with sellers.

The following is a list of frequently used selling TOBs included in sellers' contracts:

1. ***Use of AUS other than LPA***: Allows sellers to sell us mortgage loans that were processed through Fannie Mae's DU or another proprietary AUS.

2. ***Incomplete improvements***: Allows sellers to sell to us mortgage loans prior to the completion of certain property improvements provided that the cost to complete the improvements is less than a specified percentage of the value of the mortgaged property and, in certain circumstances, without establishing an escrow account.

3. ***Calculating Monthly Debt-to-Income Ratio on Revolving Accounts***: Allows sellers to use 3% of the outstanding balance of the account as the monthly payment on revolving or open-end accounts for purposes of calculating the monthly debt-to-income ratio when the payment information is missing from the mortgagor's credit report.

4. ***Disbursement of Cash Back to the Mortgagor***: For no cash-out refinance mortgage loans, the cash disbursed to the mortgagor (or any other payee) may be the greater of 1% of the new refinance mortgage loan amount or $2,000, provided that the total cash disbursed does not exceed 5% of the new refinance mortgage loan amount.

5. ***Second Homes not Suitable for Year-round Occupancy***: Mortgage loans secured by second homes which are not suitable for year-round occupancy are eligible provided that in the appraisal report the appraiser includes comparable sales that demonstrate that properties not suitable for year-round occupancy are typical in the market area.

Prior to approving a TOB, we engage in a review process to assess potential implications and impacts of any proposed TOB to us. After approval of a TOB, we periodically review seller contracts and TOBs to determine if changes to the TOBs are needed. We also review the performance of the mortgage loans sold to us by sellers and may develop an action plan or take corrective action with respect to a specific seller, if needed. See *"Risk Factors —Risks Relating to the Notes Being Linked to the Reference Pool — Underwriting Standards Used by Many of Our Sellers May be Less Stringent than Required by Our Guide"*.

The Application

The information provided in each mortgage loan application is assessed by LPA, or another AUS acceptable to us, or is manually underwritten by the lender. LPA indicates the minimum income and asset documentation, credit-related documentation, and other requirements to complete processing of the loan file. The lender is responsible for the ultimate lending decision. These requirements are based on the specific risk factors present in each mortgage loan application including those pertaining to loan type, borrower creditworthiness, LTV and geographic location of the mortgaged property. If the mortgage loan does not receive an acceptable risk classification from LPA or other AUS, the mortgage loan must be manually underwritten in order for us to purchase it. Under the manually underwritten process an underwriter performs a risk assessment to determine whether the mortgage loan application meets the requirements of the Guide and any applicable TOBs. The underwriter may be an employee of the seller or may be an individual performing underwriting on a contract basis through a third-party firm such as a mortgage insurance company.

Use of Credit Scoring

Generally, we require a seller to obtain Credit Scores through credit bureaus when underwriting a mortgage loan. Credit Scores are a useful measure for assessing the creditworthiness of a mortgagor. Statistically, mortgagors with higher Credit Scores are more likely to repay or have the ability to refinance than those with lower Credit Scores. We provide instructions in our Guide regarding which Credit Score to use when underwriting. If the credit bureaus cannot generate a Credit Score due to insufficient information about an applicant or, if the applicant lacks a traditional credit history, then the mortgagor's credit reputation must be manually underwritten. If there is no established credit history, the mortgage loan approval may be conditioned upon the documentation of an acceptable alternative credit history consisting of at least three references showing timely payment of utilities, insurance premiums or rent, or other alternative credit references in the prior twelve

months. In 2017, we introduced an LPA feature that is reflected in our Guide provisions that allows for the underwriting of a mortgage loan without a Credit Score in certain circumstances. We do not grant TOBs permitting Credit Scores lower than 620 for manually underwritten mortgage loans. LPA assesses the borrower's credit profile and determines if it is acceptable. In some cases, LPA may accept Credit Scores below 620 based on compensating factors. See *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Credit Scores May Not Accurately Predict the Likelihood of Default"*.

Loan-to-Value Ratio

As part of the underwriting of a mortgage loan, the LTV ratio is calculated. The LTV ratio used in the underwriting of such mortgage loan is the ratio of (i) the mortgage loan's original principal balance to (ii) the value of the mortgaged property determined at origination of the mortgage loan. Our LTV ratio limits are based on the purpose, property type, occupancy and number of units. The Guide provides that the LTV ratio for mortgage loans must not be greater than 97%. Freddie Mac generally requires an approved mortgage insurance policy for any mortgage loan for which its outstanding principal balance at the time of purchase exceeds 80% of the value of the related mortgaged property at origination. For purchase money mortgage loans, the LTV ratio is generally calculated using the lower of the purchase price and the appraised value. For mortgaged properties located in the State of New York, however, only the appraised value of such mortgaged property on the date of the related mortgage note is used to determine whether mortgage insurance is required or should be canceled. Consequently, no mortgage insurance coverage will be shown for certain mortgaged properties located in the State of New York, notwithstanding that Freddie Mac has calculated the corresponding LTV ratio in excess of 80%.

Debt-to-Income Ratio

As part of the underwriting of each mortgage loan, the applicant's DTI ratio is calculated. Our DTI guidelines are based on the product, loan term, Credit Score, LTV ratio, property type, and occupancy characteristics of the subject loan transaction. Additionally, pursuant to our Guide, the lender's calculation of DTI is dependent upon a number of factors. The lender's decision to include or exclude any such factors in the calculation of the mortgagor's total income or total debts will affect the DTI originally reported to us by the seller. Our subsequent review of any DTI may determine that the lender included or excluded certain factors that would have resulted in a higher or lower DTI calculation. Notwithstanding any discrepancies with respect to the DTI calculation discovered during our quality control process or the Third-Party Due Diligence Review, Freddie Mac ultimately determined the acceptability of any such mortgage loans pursuant to our Guide requirements. The Guide provides that the DTI for mortgage loans must not be greater than 45%. Mortgage loans underwritten through LPA or DU may allow DTI to exceed 45% with compensating factors. We do not provide TOBs for DTIs beyond our Guide or other AUS requirements.

Loans with Subordinate Financing

Contemporaneously with the origination of the first lien mortgage loan, a mortgagor may have received one or more mortgage loans secured by the subject property in addition to the first lien mortgage loan purchased by Freddie Mac. These additional mortgage loans have subordinate priority to our first lien mortgage loan with such mortgagor. First lien refinance transactions may have existing subordinate financing with the applicant that is resubordinated to the new first lien transaction or may have new subordinate financing originated simultaneously with the first lien mortgage loan. The Guide and any applicable selling TOBs provide that mortgage loans cannot have a TLTV greater than 105% (excluding government-insured loans and/or HARP loans).

Documentation

In general, we require the seller to obtain verifications and documentation for each source of qualifying income and assets identified by the mortgagor in the application. Freddie Mac allows two levels of documentation: Streamlined Accept and Standard.

> *Streamlined Accept Documentation*. A seller may follow this type of documentation procedure for mortgage loans that are assessed by LPA and receive a Streamlined Accept Documentation

designation. Under Streamlined Accept Documentation, qualifying income for a salaried mortgagor would require documentation that includes a verification of employment, a year-to-date paystub or evidence of 30 days of income, and W-2 form(s) for the most recent year. For assets that are listed on the application and in a checking account the seller must provide a bank statement covering the most recent one month if those assets are required to qualify the applicant for the mortgage loan. For mortgage loans assessed by DU or another approved AUS, the seller may follow the documentation procedures required by the AUS, but such documentation procedures cannot be less stringent than Freddie Mac's Streamlined Accept Documentation procedures.

Standard Documentation. A seller is required to follow this documentation procedure for all manually underwritten mortgage loans and for mortgage loans that are assessed by LPA and receive a Standard Documentation designation. Under Standard Documentation, for qualifying income for a salaried mortgagor the seller must provide documentation that includes a verification of employment, a year-to-date paystub or evidence of 30 days of income, and W-2 form(s) for the most recent two years. For assets that are listed on the application and are in a checking account the seller must provide a bank statement covering the most recent two months if those assets are required to qualify the applicant for the mortgage loan.

Collateral Valuation

We require sellers to conduct a valuation of the mortgaged property as collateral for each mortgage loan. With few exceptions, this collateral valuation is determined by an appraiser who sets forth his or her opinion on an appraisal report of the estimated value of the mortgaged property following an inspection of it and the neighborhood. The seller selects and approves the appraisers used to conduct the valuation and represents and warrants that the appraisal services provided comply with the Uniform Standards of Professional Appraisal Practice ("USPAP"), applicable laws, and our Guide and any applicable TOBs. Appraisers must be state-certified or state-licensed real estate appraisers in the state in which the mortgaged property is located, have knowledge and experience in appraising the property type in the market area and have access to the applicable data sources. Beginning in June of 2017, we announced that certain mortgage loans may be eligible for an appraisal waiver through ACE. ACE, a Freddie Mac proprietary model, assesses whether the estimate of value or sales price of a mortgaged property, as submitted by the seller, is acceptable as the basis for the underwriting of the mortgage loan. ACE uses proprietary algorithms based on historical data and public records as well as historical home values to assess the value associated with mortgaged properties. Sellers determine if a mortgage loan is eligible for the ACE appraisal waiver by submitting such mortgage loan through LPA. If ACE determines that the estimated value or sales price of a mortgaged property provided by the seller is acceptable and the seller chooses to accept the ACE appraisal waiver option, the seller may receive representation and warranty relief related to the value of such mortgaged property upon delivery of the related mortgage loan to us.

Home Possible® and HomeReady® Mortgages

The Home Possible® program and Fannie Mae's HomeReady® program are designed to make responsible homeownership accessible to more first-time homebuyers and other qualified borrowers by offering mortgage loans requiring low down payments for low- to moderate-income homebuyers or buyers in high-cost or underserved communities. Home Possible® offers qualified borrowers 15- to 30-year fixed-rate mortgage loans or 5/1, 7/1 and 10/1 adjustable rate mortgages on single-family (one- to four-unit) dwellings, condominiums, PUDs and manufactured homes, which are eligible with certain restrictions. No cash-out refinancing option is available for borrowers who occupy the property. Under the Home Possible® program, mortgage loans on a single unit property or no cash-out refinance of an existing mortgage loan can have a maximum LTV ratio of 97% and TLTV ratio of 105% or mortgage loans on a two- to four-unit property or no cash-out refinance of an existing mortgage loan can have a maximum LTV ratio and TLTV ratio of 95%. Home Possible® requires first-time homebuyers to participate in an acceptable borrower education program. The Home Possible® program also allows for lower than standard insurance coverage requirements for certain qualifying mortgage loans. In addition, Home Possible® allows the borrower to make a down payment from a variety of sources, including family, employer assistance programs and secondary financing. Mortgage loans originated in connection with Fannie Mae's HomeReady® program have similar characteristics to mortgage loans originated in connection with

Home Possible®, however, Fannie Mae may amend certain criteria with respect to HomeReady® in the future and we may not be made aware of such amendments.

Enhanced Relief Refinance Program

At the direction of FHFA and in coordination with Fannie Mae, we introduced a high LTV ratio refinance program for mortgage loans originated on or after October 1, 2017, designed to provide refinance opportunities to borrowers with existing Freddie Mac mortgage loans who are current on their mortgage payments but whose LTV ratios exceed the maximum permitted for standard refinance products under our Guide. To be eligible for refinancing under the Enhanced Relief Refinance Program, the mortgage loan being refinanced must, among other things, (i) be a first-lien, conventional mortgage loan owned or securitized by Freddie Mac, (ii) have a note date on or after October 1, 2017, (iii) have been originated at least 15 months prior to the refinance note date and (iv) have had no 30-day delinquency in the immediately preceding six months, and no more than one 30-day delinquency in the immediately preceding 12 months. Mortgage loans that are subject to recourse, indemnification or other negotiated credit enhancement are potentially eligible so long as they meet certain eligibility requirements. A refinance mortgage loan under the Enhanced Relief Refinance Program is subject to additional limitations and requirements, including borrower requirements, to maintain the risk profile of the existing mortgage loan; provided, however, the loan balance may be increased to pay refinancing costs (currently set at $5,000 but subject to increase by our regulator in the future). The new mortgage loan must have a LTV ratio exceeding 95% for one-unit principal residences or exceeding the maximum LTV ratio otherwise permitted for Freddie Mac "no cash-out" refinance mortgages, depending on occupancy and number of units. The refinance mortgage loan may be underwritten using LPA or manually. Existing relief refinance program mortgage loans and mortgage loans subject to outstanding repurchase demands are ineligible for the Enhanced Relief Refinance Program. Although lenders are permitted under the Enhanced Relief Refinance Program to apply their own funds to reduce existing mortgage loan balances to induce borrowers to refinance, principal forgiveness is not currently permitted under the program. Additionally, mortgage loans originated under the Enhanced Relief Refinance Program with an LTV ratio exceeding 80% will not be required to obtain mortgage insurance provided such original mortgage loans (i) were not required to obtain mortgage insurance in accordance with our Guide or (ii) were required to obtain mortgage insurance but such mortgage insurance was cancelled after origination in accordance with our Guide.

Mortgage loans originated under the Enhanced Relief Refinance Program qualify for lender relief with regard to certain representations and warranties upon origination and are potentially eligible for further relief in accordance with the sunset of representations and warranties discussed below under *"— Quality Control Process."* To be eligible for such further relief, a mortgage loan must satisfy the following payment history requirements:

- for the 12-month period following the Freddie Mac settlement date, the related borrower had no 30-day or greater delinquencies; and
- for the 36-month period following the Freddie Mac settlement date, the related borrower:
    - had no more than two 30-day delinquencies,
    - had no 60-day or greater delinquencies, and
    - is not 30 or more days delinquent with respect to the 36th monthly payment.

A certain portion of the Reference Obligations are eligible for refinancing under the Enhanced Relief Refinance Program. Notwithstanding any Reference Obligation's satisfaction of the Enhanced Relief Refinance Program Criteria, Freddie Mac will not replace any Reference Obligation in the Reference Pool with the corresponding Enhanced Relief Refinance Reference Obligation prior to the CFTC granting our request to amend the No-Action Letter to permit such replacements and the satisfaction of certain other conditions. All Reference Obligations that satisfy the Enhanced Relief Refinance Program Criteria and that are paid in full prior to receipt of the amended No-Action Letter from the CFTC and the satisfaction of certain other conditions will be treated as a prepayment. Subject to the CFTC granting our request to amend the No-Action Letter and the satisfaction of certain other conditions as described in the definitions of Reference Pool Removal and Enhanced Relief Refinance Program Release Date in the "*Glossary of Significant Terms*", with respect to an original Reference

Obligation that is refinanced under the Enhanced Relief Refinance Program, the resulting Enhanced Relief Refinance Reference Obligation will be deemed a Reference Obligation and will be included in the Reference Pool in replacement of the original Reference Obligation. The original Reference Obligation so replaced will not be deemed a Reference Pool Removal. Additional information regarding the Enhanced Relief Refinance Program is set forth in our Guide.

Flood Determinations and Property Insurance

Each mortgage loan is evaluated to determine if the mortgaged property is located in a federal flood zone. We require flood insurance on mortgaged properties in certain flood zones with an amount of coverage that meets or exceeds federal law requirements. Generally, evidence of acceptable property insurance coverage on the mortgaged property is a requirement for loan approval.

Title Insurance

Each mortgage loan that we purchase must be covered by either a fully paid mortgage title insurance policy meeting the requirements of the Guide or an attorney's title opinion or certificate meeting the requirements of the Guide. The title insurance policy must protect the mortgagee up to at least the original principal balance of the mortgage loans less capitalized costs. The title insurance policy must be written on an appropriate ALTA title insurance policy form. If required, the policy may include environmental protection lien endorsement coverage (ALTA Form 8.1 or its equivalent) excepting only superliens which may arise after the loan is made. Examples of superliens include liens for local real estate taxes, utilities and common interest association assessments, depending upon the jurisdiction wherein the mortgaged property is located. Common interest association liens are usually for an amount calculated by the number of months the mortgagor is delinquent in payment of the assessments. While some states do not allow common interest association superliens, most allow up to six months of assessments and some allow up to eighteen months. Where a superlien exists and a mortgaged property is sold at foreclosure, the superlien takes priority over our first lien mortgage loans.

Servicing Standards

General

"Servicing" includes all activities concerning the calculation, collection and processing of mortgage loan payments, responding to related mortgagor inquiries, making servicing advances, foreclosing upon defaulted mortgage loans, as well as all mortgage loan administrative responsibilities, including insurance claims collection, workouts, and loan level reporting. Servicing includes reporting regularly to us on servicing activities related to the mortgage loans they are servicing. Servicers must report, among other things, adverse matters, charge-offs approved by Freddie Mac, reports to credit repositories, foreclosures, monthly delinquencies, REO repurchases, and transfers of ownership. Servicing also includes remitting mortgagor principal and interest payments to Freddie Mac (less an applicable servicer fee in the form of a servicing spread) and various types of investor and default reporting. Generally, Freddie Mac details its requirements for servicing mortgage loans in Series 7000, 8000 and 9000 of the Guide and any applicable servicing provisions (servicing TOBs), which may amend, waive or otherwise alter certain servicing requirements.

Generally, the servicing requirements applicable to all servicers are revised on a bi-monthly basis, though more frequent updates to the Guide may occur. These revisions to the servicing requirements are summarized in bulletins ("Bulletins") and generally result in updates to our Guide. The descriptive summaries of our servicing standards contained in this Appendix F are not exhaustive but are drawn from the Guide and applicable servicing TOBs. The Guide, Bulletins and other information about servicing practices and requirements can be accessed through www.allregs.com or www.freddiemac.com.

Generally, Freddie Mac does not itself conduct servicing activities. When a mortgage loan is sold to Freddie Mac, the seller enters into an agreement to service the mortgage loan for Freddie Mac in accordance with the Guide and applicable TOBs. The seller, now servicer, may immediately upon delivery of the loan to Freddie Mac or any time thereafter assign its servicing contract rights and obligations to another approved servicer provided it first obtains Freddie Mac's prior written consent. With respect to any servicer, Freddie Mac retains the right to terminate, in whole or in part, with or without cause, a servicer's servicing contract rights with respect to specific

loans or all loans that it services for Freddie Mac. Following a termination of servicing contract rights, Freddie Mac may enter into a new servicing agreement with another Freddie Mac approved servicer to service such loans in accordance with the Guide. However, Freddie Mac may elect to engage the new servicer (i) on a fee per mortgage basis in lieu of a servicing fee, (ii) not require advances of principal or interest on delinquent loans, and (iii) reimburse the servicer's default servicing advances on a monthly basis rather than upon cure of a delinquency or disposition of the loan.

The contractual right and related obligations to service a mortgage loan is referred to as a mortgage servicing right ("MSR"). There is a market for MSRs and they are commonly assigned and assumed between servicers. Under the Guide, servicers must obtain Freddie Mac's prior written approval of any proposed assignment and assumption of MSRs. Each servicer is required to perform all services and duties customary to the servicing of mortgages, either directly or through approved subservicers.

We generally monitor the servicers' performance and compliance with their servicing obligations through periodic audits of the mortgage loans, and collection of data and information about servicer performance, from both internal and external sources, and regularly assess this data in accordance with Freddie Mac's Servicer Success Program. See "*Monitoring Servicing Performance, Freddie Mac Servicer Success Program, Scorecard, Servicing Quality Assurance"* below. Under our agreements with our servicers, Freddie Mac has the right to pursue various remedies against its servicers for breaches of their servicing obligations, including the right to require a servicer to repurchase a mortgage loan or pay compensatory fees for certain violations of the servicing requirements. As an alternative to repurchase, Freddie Mac also has the right to require a servicer to indemnify or make Freddie Mac whole for its losses or enter into an indemnification agreement to indemnify Freddie Mac against future losses (remedies in lieu of repurchase are herein defined as "Repurchase Alternatives").

Servicing Responsibilities and Compensation

Servicers are required to service and administer mortgage loans in accordance with the servicing requirements, including any and all applicable federal, state and local laws and the terms of the related mortgage loan documents.

The servicers are required to perform customary mortgage loan servicing functions, including:

- collection of payments from mortgagors and remitting payments to Freddie Mac (less any applicable servicing fee retained by the servicer) and, as applicable, mortgage insurers;
- maintenance of property insurance and filing and settlement of claims under those policies;
- maintenance of escrow accounts of some mortgagors for payment of taxes, insurance, and other items required to be paid by the mortgagors pursuant to terms of the related mortgage loan;
- processing of assumptions, substitutions, payoffs and releases;
- attempting to cure delinquencies and mitigate losses through alternatives to foreclosure (also called loss mitigation options and workout options) such as reinstatements, repayment plans, forbearance of payments, loan modifications, short sales, and deed-in-lieu of foreclosure transactions;
- supervising foreclosures and most default-related litigation, and taking title to the mortgaged property whether at foreclosure or via a deed-in-lieu of foreclosure transaction;
- inspection and management of mortgaged properties under certain circumstances; and
- maintaining and providing accounting records and reports relating to the mortgage loans.

The Guide also provides that a servicer may not solely target the mortgage loans sold to Freddie Mac as part of a solicitation program of refinances. In addition, under current servicing requirements the servicers must engage in collection efforts with delinquent mortgagors beginning no later than the 36th day of delinquency and generally continuing through just prior to foreclosure to attempt to resolve the delinquency by bringing the mortgage loan current. If these collection efforts are unsuccessful at resolving the delinquency, the servicer must, no later than the 45th day of delinquency, solicit such mortgagors to apply for mortgage assistance, such as a loan modification, to mitigate our potential losses in the event of foreclosure. For mortgagors who become 90 or more

days delinquent (60 or more days delinquent on HAMP step-rate modifications), the servicers must offer a loan modification trial period plan to such borrowers without requiring underwriting or hardship documentation as part of the eligibility analysis.

The servicer performs services for the benefit of itself and us, but it does not owe any duties or obligations to any other parties, including, but not limited to, any noteholders, certificateholders, or the trust, as applicable. Accordingly, none of the transaction parties (except Freddie Mac, in certain corporate capacities or as master servicer) will be able to cause the servicer to perform its obligations for the benefit of investors or enforce the servicing requirements set forth in the Guide, applicable servicing TOBs or other Purchase Documents on their behalf.

A significant portion of our mortgage loans are serviced by several large servicers. Because we delegate the servicing function to our servicers, if our servicers lack appropriate process controls, experience a failure in their controls, or experience an operating disruption in their ability to service mortgage loans, the mortgage loans (including the mortgage loans in any securitization transaction) could be adversely affected. See *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — The Performance of the Reference Obligations Could be Dependent on the Servicers"* and *"— The Performance of Sellers and Servicers May Adversely Affect the Performance of the Reference Obligations."*

Mortgage loans owned or securities backed by such mortgage loans and guaranteed by us are also exposed to the risk that servicers might fail to service mortgage loans in accordance with the servicing requirements set forth in the Guide and applicable servicing TOBs, resulting in increased losses or modifications (and possibly increased severity of losses with respect thereto). For example, our servicers have an active role in our loss mitigation efforts, so, if a servicer's performance declines, it could reduce the anticipated benefits of our loss mitigation requirements, which could result in losses, modifications, or other adverse results, such as short sales or foreclosures.

To the extent that a servicer requests a waiver from a provision of the servicing requirements or we initiate a pilot to test a servicing policy, we may permit such waiver, negotiate a voluntary servicing TOB, or issue a mandatory servicing TOB, which sets forth, among other things, the specific waiver or changes to our servicing requirements and the goals or requirements for the servicer. These servicing TOBs may cover all of the mortgage loans (including any mortgage loans included in any securitization transaction) serviced by that servicer or only selected portfolios. Some commonly issued servicing TOBs issued to servicers:

- allow or require the servicer to offer different loss mitigation options to mortgagors, such as a loan modification with terms that differ from our Guide- or Bulletin-based modification programs;
- provide enhanced functionality for transmitting servicing related documentation and information between the servicer and Freddie Mac;
- specify conditions and fees for servicers to hold additional servicing capacity in order to accept additional servicing portfolios on an accelerated basis as needed;
- initiate pilot programs where we test a new servicing policy or procedure with a limited number of servicers or borrowers in order to evaluate whether to roll it out to a larger population; and
- permit limited exceptions to servicing requirements under special circumstances, such as to allow a servicer more time to implement a new policy or to quickly deploy a new program resulting from exigent circumstances, such as disaster recovery or relief.

We will not consider the interests of investors in securitization transactions in granting such waivers or implementing such policies. We do not permit waivers for servicing performance that jeopardize the first-lien position of the mortgage loan.

Servicers receive fees for their services. We generally require that servicers retain a minimum servicing fee of at least 0.25% per annum of the interest-bearing unpaid principal balance of each of the mortgage loans they service, which may only be retained upon receipt of a full mortgage payment from the related mortgagor that is posted to the mortgagor's account (such amount so determined on a monthly basis). We also pay special incentives for certain loss mitigation activities and reimburse servicers for certain expenses and advances made

in connection with loss mitigation activities and default management. These incentive payments vary based upon the kind of activity, the rates of success and other factors. To the extent that we pay any incentives for loss mitigation activities on mortgage loans, we will not seek reimbursement from any securitization trust.

There can be no assurance, and no representation is made, as to the actual performance of a servicer with respect to any mortgage loan. Loss and modification experience on any mortgage loan will depend, among other things, on the value of the mortgaged properties securing such mortgage loan and the ability of mortgagors to make required payments.

See *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — The Performance of the Reference Obligations Could be Dependent on the Servicers."*

Mortgage Loan Life Cycle

Servicers are required to service mortgage loans from the date they sell such mortgage loans to Freddie Mac until the disposition of the mortgage loan or transfer or other assignment of the MSR to another servicer, which transferee servicer assumes the obligation to service the mortgage loans until disposition of the mortgage loan or further transfer or assignment. For a performing mortgage loan, servicing activity concludes when the mortgage note is satisfied and the mortgaged property is released from the lien of the mortgage. For a non-performing mortgage loan (*i.e.*, a loan that is delinquent or is otherwise in default under the terms of the mortgage note at some point), servicers must conduct additional activities including increased communications with the mortgagor to bring the loan back to performing status, loss mitigation attempts and, if no resolution to the delinquency or default is reached, foreclosure and obtaining title to the mortgaged property. During these activities, servicers regularly report to Freddie Mac the status of the mortgage loans and Freddie Mac conducts monitoring and quality assurance reviews of the servicers' servicing activities. Under limited circumstances in which it is not feasible or cost-effective to foreclose on a mortgaged property, Freddie Mac may elect to charge-off a mortgage, which may include releasing the mortgage lien and/or cancelling the note. Below are general descriptions of Freddie Mac's current policies and procedures relating to these activities. More detailed descriptions of these activities and future revisions to our requirements may be found in the Guide and are summarized in related Bulletins.

Applicable Law

If applicable federal, state or local law requires a servicer to engage in an activity that is inconsistent with the servicing requirements set forth in any Purchase Documents, our servicers are required to comply with applicable law. Servicers will not be in violation of any servicing requirements contained in the Purchase Documents that are inconsistent applicable law. We do not provide additional compensation to servicers for changes to applicable law.

Collection and Other Servicing Procedures

Servicers generally are required to make reasonable efforts to collect all payments due under the mortgage loan documents and maintain contact with the mortgagors. Servicers are required to generally follow the same collection procedures that they use for their own portfolio of mortgages so long as they are consistent with the Guide. Servicers may charge the mortgagor for special services rendered, for example, sending a payoff statement or faxing an account history, subject to applicable law. Servicers also may waive late payment fees and service charges or, in certain cases, extend the due dates for payments due on a mortgage loan on a temporary basis or as part of a loan modification.

Under the Guide, servicers, to the extent permitted by law, may establish and maintain an escrow in which mortgagors will be required to deposit amounts sufficient to pay taxes, assessments, mortgage and property insurance premiums and other comparable items. Withdrawals from an escrow account may be made to effect timely payment of taxes, assessments, mortgage and property insurance, to refund to mortgagors amounts determined to be overages, to pay interest to mortgagors on balances in that escrow account, if required, and to clear and terminate that escrow account. Servicers are responsible for the administration of each escrow account required by the terms of the mortgage loans, the Guide and applicable law, and generally, are obliged to make advances to those accounts when a deficiency exists in any of those escrow accounts.

Under the Guide, a servicer is required to deposit principal and interest amounts it receives from a mortgagor into a custodial account it holds in the name of Freddie Mac. As required by the Guide, the servicers remit principal and interest payments received, including prepayments and liquidation proceeds, to a Freddie Mac master account.

Property Insurance

The Guide requires the servicer to verify that an insurance policy insuring against common hazards continuously covers the real estate and improvements securing each mortgage loan. The policy must be in an amount generally equal to the greater of the unpaid principal balance of the related mortgage loan or 80% of the full replacement cost of the insurable improvements, not to exceed 100% of the full replacement cost of the insurable improvements even if the unpaid principal balance exceeds such replacement cost. There are special insurance requirements when the mortgaged property is a condominium or is located in a development governed by a common unit association. If the mortgagor does not voluntarily maintain a property insurance policy or obtains unacceptable insurance coverage, the servicer must obtain replacement insurance, commonly known as "lender placed insurance" ("LPI"). The premium for LPI is often significantly higher than the premium for the mortgagor's voluntary policy and the coverage is limited to the unpaid principal balance of the mortgage loan. The costs for LPI are the responsibility of the mortgagor. However, if the mortgaged property does not reinstate and goes to foreclosure, the costs of lender placed insurance are often borne by us.

No earthquake or other additional insurance is to be required of any mortgagor or maintained on property acquired in respect of a mortgage loan, other than pursuant to applicable laws and regulations that are in effect and require such additional insurance or when the servicer is aware of a localized peril. When a mortgaged property securing a mortgage loan is located in certain areas identified in the Federal Register by the Federal Emergency Management Agency as having special flood hazards (and flood insurance is available) the servicer must ensure a flood insurance policy is maintained meeting the requirements of the current guidelines of the Federal Insurance and Mitigation Administration.

The Guide permits a servicer to obtain and maintain a blanket policy insuring against property losses on a PUD in lieu of maintaining a property insurance policy for any mortgaged property in such PUD. This blanket policy may contain a deductible clause. The ability of the servicer to ensure that property insurance proceeds are appropriately applied may be dependent on its being named as an additional insured under any property insurance policy and under any flood insurance policy referred to above, or upon the extent to which information in this regard is furnished to the servicer by mortgagors.

Default Management

Servicers are required to develop, follow and maintain prudent and efficient written procedures that meet the servicing requirements for promptly curing defaults and delinquencies and complying with applicable laws. Servicers are required to employ an experienced and skilled staff in financial counseling and mortgage collection techniques. Servicers may also hire subservicers, which may be a specialty servicer, and outsource vendors to conduct some or all of these activities and, in some circumstances, Freddie Mac may require a servicer to do so if we reasonably believe that the servicer is not adequately equipped to conduct default servicing and loss mitigation. We allow the servicer to grant a grace period of 15 days after the due date in which a mortgagor can make a monthly payment without incurring a penalty or late charge. In addition, a mortgage loan is not considered delinquent (although the mortgagor is in default under the terms of the note and related mortgage) unless a full monthly payment has not been received by the close of business on the last day of the month of the due date. For example, a mortgage loan with a due date of May 1 is considered delinquent if a full monthly payment is not received by the close of business on May 31. Late charges are generally assessed after the due date at the expiration of a grace period, if applicable. The servicer retains applicable late charges as additional servicing compensation and thus, the late charges are not remitted to Freddie Mac. There are situations where a late fee could be waived based on the unique circumstances of a mortgagor, such as when the mortgagor is performing in accordance with the terms of an alternative to foreclosure, a repayment plan, forbearance plan or trial period plan.

The servicer is required by the servicing requirements to attempt to contact a delinquent mortgagor early in the delinquency process and throughout the delinquency cycle in order to mitigate the risk of default. The

servicer is required to attempt to contact the mortgagor or the mortgagor's trusted advisor, such as a housing counselor who is responsible and authorized to discuss the mortgagor's financial situation, to discuss the most appropriate options for resolving the delinquency. The servicer must make every attempt to (a) determine the reason for the delinquency and whether it is temporary or permanent in nature, (b) determine the mortgagor's ability to repay, (c) set payment expectations and educate the mortgagor on alternatives to foreclosure and (d) obtain a commitment from the mortgagor to resolve the delinquency through traditional or alternative solutions.

Loan workout activities are a key component of our loss mitigation strategy for managing and resolving troubled assets and lowering credit losses. We emphasize early intervention by servicers in delinquent mortgage loans and provide a suite of alternatives to foreclosure. We provide our servicers default management tools and computer applications designed to help them manage delinquent mortgage loans and mortgage loans that, even if current, are at risk of imminent default. Our goal is to assist mortgagors in maintaining home ownership where possible, or facilitate alternatives to foreclosure when continued homeownership is not an option. We require our servicers to follow a standardized protocol of workout options with the intention of determining and delivering the right kind of assistance needed to resolve the particular mortgagor's distress and minimize losses. Our loan workouts include:

- *Forbearance agreements,* where reduced payments or no payments are required during a defined period, generally one year or less. Forbearance agreements provide additional time for the mortgagor to resolve a hardship, such as unemployment or a disaster, before undertaking efforts to return to compliance with the original terms of the mortgage loan or to implement another loan workout. If the hardship is resolved, the forbearance agreement is typically followed by a reinstatement, repayment plan or loan modification; and if the hardship remains unresolved, it is followed by a loan modification, short sale, deed-in-lieu of foreclosure, or foreclosure.
- *Full Reinstatement*, where the mortgagor restores a delinquent mortgage loan to current status by paying any delinquent amounts in one lump sum payment.
- *Partial Reinstatement*, where the mortgagor makes a lump sum payment to cover some, but not all, past due amounts. A partial reinstatement is typically followed by a repayment plan.
- *Repayment plans,* which are contractual plans to make up past due amounts by requiring the mortgagor to pay an additional amount in excess of the monthly mortgage payment due. These may or may not be preceded by a partial reinstatement. These plans assist mortgagors in returning to compliance with the original terms of their mortgage loan.
- *Loan modifications*, which involve various changes to the terms of the mortgage loan, including one or more of the following: (i) capitalizing outstanding indebtedness, such as delinquent interest, to the unpaid principal balance of the mortgage loan, (ii) changing the interest rate, (iii) extending the maturity date, and (iv) reamortizing the payment schedule. We also may grant partial principal forbearance in connection with loan modifications. Principal forbearance is a change to a loan's terms to designate a portion of the unpaid principal balance (after capitalizing delinquent amounts) as non-interest-bearing and non-amortizing with such forbearance amount due as a balloon payment upon the maturity date of the loan, or earlier, upon sale or transfer of the mortgaged property or refinance or payoff of the interest-bearing balance. Freddie Mac has several loan modification programs as detailed in the Guide.
    - *Freddie Mac Flex Modification*® ("Flex Modification") where a mortgage loan may be modified up to three times. Our Flex Modification employs a trial period payment plan feature, which allows eligible mortgagors to make the new modified monthly payment for at least three months to ensure that the mortgagor can afford the new payment. While the mortgagor is making the trial period payments, the mortgage loan may remain in a delinquent status. The mortgage loan will not be permanently modified and brought current until the end of the trial period and only if the mortgagor has otherwise complied with the terms of the trial period plan. A Flex Modification may be offered from the time the mortgagor is current and found to be in imminent default to shortly before foreclosure sale. Freddie Mac also offers a streamlined Flex Modification to mortgagors who are 90 or more days delinquent or

who have a step-rate mortgage and have become 60 or more days delinquent. Under the streamlined offer for the Flex Modification program, the servicer may offer the mortgagor a loan modification without having made an assessment of the mortgagor's hardship or income. If the mortgagor accepts the offer, the mortgagor will be required to make the new modified monthly payments for at least three months to ensure that the mortgagor can afford the new payment. While the mortgagor is making the trial period payments the mortgage loan will remain in a delinquent status. The mortgage loan will not be permanently modified and brought current until the end of the trial period and only if the mortgagor has otherwise complied with the terms of the trial period plan.

- *Disaster-Related Modifications* are limited to mortgagors that became delinquent because their home or place of employment is located in an area subject to a presidentially declared major disaster where FEMA has made individual assistance available. Servicers may consider such mortgagors for this modification once their hardship has been resolved if they were current or less than 31 days delinquent as of the date of the disaster, are between 29 and 361 days delinquent (i.e., at least one, but no more than 12, monthly payments are past due) at the time of evaluation and are able to resume making their contractual payments but are unable to make their loan current through a reinstatement or repayment plan. The disaster-related modifications listed below will not take effect and the mortgage loan will not be brought current until the mortgagor makes three trial period plan payments and otherwise complies with the terms of the trial period plan. While the mortgagor is making the trial period payments, the mortgage loan will remain in delinquent status, but the servicer must not report the delinquency to credit repositories while the mortgagor is on an active trial period plan.
  - *Extend Modification.* Servicers must first consider such borrowers for Freddie Mac's "Extend Modification", under which the servicer does not capitalize arrearages, but rather extends the mortgage loan term by a number of months equal to the number of missed monthly payments that occurred during the mortgagor's preceding disaster forbearance plan. To the extent the servicer advanced escrow payments to a third party on behalf of the mortgagor and the mortgagor had not made such escrow payments to the servicer, the mortgagor must enter into a 60-month repayment plan to repay such advances in equal monthly installments to the servicer.
  - *Disaster Relief Modification.* If a mortgagor is not eligible for the Extend Modification, the servicer must next evaluate the mortgagor for the Freddie Mac "Disaster Relief Modification". Under this modification, the servicer capitalizes arrearages and then extends the term of the mortgage loan in monthly increments until the monthly principal and interest due under the modified terms equals the pre-modification monthly principal and interest due. The servicer may not extend the term more than 480 months from the modification effective date. The servicer must evaluate the mortgagor for a Flex Modification if they are unable to achieve the pre-modification monthly payment by extending the term of the mortgage loan to the 480-month limit.

- *Short sales,* which allow a mortgagor to sell a mortgaged property to an unrelated third party for an amount that is not sufficient to pay off the mortgage loan in full. Under Freddie Mac's standard short sale program Freddie Mac has delegated to servicers the authority to approve short sales if the short sale generates certain minimum net proceeds and, under some circumstances, the mortgagor makes a cash or note contribution to reduce the losses on such mortgage loan. When an approved short sale is complete, the mortgage note is cancelled, the lien for the mortgage is released and the mortgagor may be paid an amount to assist with relocation. In most cases, after completion of an approved short sale, the mortgagor has no further obligation to make payment under the mortgage note. Freddie Mac has one primary short sale program as detailed in the Guide that is available to provide relief for mortgagors in different circumstances. Short sales may be approved from the time the mortgagor is current and found to be in imminent default to shortly before foreclosure sale. Freddie Mac offers a

streamlined short sale to mortgagors who are 90 or more days delinquent and either have a Credit Score less than 620 or previously had the mortgage debt discharged in bankruptcy.

- *Deeds-in-lieu* of foreclosure are processed similar to a short sale except that title to a mortgaged property is not sold to a third party but is conveyed directly to us. Freddie Mac offers both standard and streamlined versions of a deed-in-lieu foreclosure transaction.
- *Mortgage assumption with or without an associated release of liability*, where a new party assumes the obligations of the mortgagor under the mortgage note or as modified in connection with a simultaneous assumption and loan modification. The servicer evaluates the new party for his/her ability to pay the mortgage loan before allowing the assumption and before allowing a current mortgagor to be released from liability; however, with respect to a simultaneous assumption and loan modification, the ability-to-pay assessment is based on the modified loan terms and less stringent underwriting criteria than would be required in connection with an assumption of a mortgage loan unaccompanied by a modification.

Generally, if a loan workout has not been reached by the 121st day of delinquency on a mortgaged property serving as the mortgagor's primary residence (earlier for second homes and investment properties), we generally demand the servicer to accelerate payment of principal and all delinquent amounts due from the mortgagor and initiate foreclosure proceedings with respect to a mortgage in accordance with the provisions of the Guide, the mortgage loan documents and applicable law. However, we also require the servicer to continue to pursue loss mitigation alternatives to resolve the delinquency before the conclusion of the foreclosure proceedings in an effort to mitigate potential losses. If, after acceleration and demand for all sums due under the mortgage loan, a mortgagor pays all delinquent amounts, agrees with us to accept an arrangement for reinstatement of the mortgage loan or arranges for the sale or conveyance of the mortgaged property to a third party or us, the servicer may terminate the foreclosure proceedings and withdraw the demand. If the mortgagor again becomes delinquent, we generally will make a new demand for acceleration and the servicer will commence new foreclosure proceedings.

In recognition of the fact that mortgage loans that are delinquent are at higher risk for abandonment by the mortgagor, and may also face issues related to the maintenance of the property, we have developed servicing requirements for servicers when inspecting properties for which a monthly payment is delinquent. Depending on various factors, such as the ability to contact the mortgagor, the delinquency status of the account, and the property occupancy status, a servicer may hire a vendor to inspect the related property to determine its condition. If the inspection indicates the property is vacant and abandoned and in need of property safeguarding measures, such as securing or winterizing, the servicer will ensure the appropriate safeguards are implemented in accordance with industry, legal and Freddie Mac standards including our allowable expense limits.

Bankruptcy. When a mortgagor files for bankruptcy, the servicer's options for recovery are more limited. The servicer monitors bankruptcy proceedings and develops appropriate responses based on a variety of factors, including: (i) the chapter of the United States Bankruptcy Code under which the mortgagor filed; (ii) federal, state and local regulations; (iii) determination-of-claim requirements; (iv) motion requirements; and (v) specific orders issued through the applicable court. In general, when a mortgagor who has filed for bankruptcy protection becomes delinquent or defaults under the terms of the mortgage note, we instruct our servicers to engage counsel to file a motion for relief from stay that will allow the servicer to commence foreclosure proceedings. Servicers report information about mortgagors and mortgage loans affected by a bankruptcy proceeding to Freddie Mac on a periodic basis.

Foreclosure. The terms of the mortgage note, security instrument and applicable law provide mortgagees the right to commence a proceeding against the mortgagor to foreclose on the mortgage loan and/or enforce the mortgage note, provided certain requirements concerning endorsement of the note and/or assignment of the mortgage instrument are met. The servicer is responsible for most aspects of foreclosure beginning with sending appropriate pre-foreclosure notices, referring the mortgage to foreclosure counsel or a mortgage trustee, instructing and supervising foreclosure counsel or the mortgage trustee during the foreclosure process and participating in the foreclosure sale. If a third-party purchases the mortgaged property at the foreclosure sale, the servicer has the responsibility for remitting the foreclosure sale proceeds to us. If the servicer bids at the foreclosure sale in an amount as instructed by us and is the winning bidder, then the servicer is responsible for

securing a deed providing clear and marketable title to the mortgaged property and presenting the property to us for intake into our REO inventory. Various federal and state laws have been created to add new requirements to the pre-foreclosure and foreclosure process which may make foreclosure more costly, lengthy and, in some cases, may render us unable to conduct a foreclosure altogether. These laws may negatively affect the mortgage loans (including any mortgage loans in any securitization transaction).

Charge-off. Our Guide provides that a servicer must make a recommendation to us that a mortgage loan be charged-off instead of pursuing foreclosure in various situations, including when there is an extraordinary risk of liability if we become the owner of the property. We will review such recommendations and determine whether to charge-off the mortgage loan. If a charge-off is approved, we will also determine whether to release the lien of the mortgage loan.

Mortgage Insurance Claims

If a mortgage loan is covered by mortgage insurance and there is a loss, including a loss resulting from a foreclosure sale, short sale, or the acceptance of a deed in lieu of foreclosure, Freddie Mac is required to file a claim with the applicable mortgage insurer and manage the payment process thereof. The servicer, in support of Freddie Mac's claim filing, is required to provide to the mortgage insurer all information and documentation pertaining to the claim no later than 60 days after the foreclosure sale, short sale or acceptance of a deed in lieu of foreclosure, or within any shorter time frame as specified by the mortgage insurance master policy or Freddie Mac. Certain mortgage insurers may not pay claims timely, may not pay claims entirely, or may make reduced payments due to impairment of their financial ability to honor the mortgage insurance policies they have issued. If the mortgage insurer reduces or denies the claim due to the servicer's violation of the mortgage insurance policy, the servicer is required to reimburse Freddie Mac for the reduced amount of the claim, or the entirety of the claim in the event of a claim denial. The full claim amount under any available mortgage insurance policy may not be available in the event the mortgage insurer determines the loss associated with the related mortgage loan is due to physical damage to the related mortgaged property.

Servicing Alignment Initiative

In 2012, we began implementing and continue to implement the FHFA-directed Servicing Alignment Initiative, under which we and Fannie Mae are aligning certain standards for servicing non-performing mortgage loans owned or guaranteed by Freddie Mac and Fannie Mae. We believe that the "Servicing Alignment Initiative" will continue to: (i) change, among other things, the way servicers communicate and work with delinquent mortgagors; (ii) bring greater consistency and accountability to the servicing industry; and (iii) help more financially distressed mortgagors avoid foreclosure. We have provided standards to our servicers under this initiative that require them to initiate earlier and standardized frequency of communication with delinquent mortgagors, employ consistent requirements for collecting loss mitigation documents from mortgagors, and follow consistent timelines for responding to mortgagors and for processing foreclosures. These standards have resulted in greater alignment of servicer processes.

Under these new servicing standards, we pay incentives to servicers that complete certain workout options in compliance with the applicable Guide and Bulletin requirements.

Monitoring Servicing Performance, Freddie Mac Servicer Success Program, Scorecard, Servicing Quality Assurance

We have established a program to monitor and improve servicing performance (the "Servicing Success Program"). The purpose of the program is to encourage communication with and improve performance of our servicers. We have established an internal unit to support the program and assigned account managers to provide individualized attention to their assigned servicer or group of servicers. This unit also collects information about servicer performance, from both internal and external sources, and regularly assesses this data. Default servicing and management is one of their primary focuses and servicers are continuously monitored based upon various metrics. We collect and synthesize this data, which measures a servicer's performance based on key criteria in two categories: investor reporting and default management, and provide this performance data to servicers through a scorecard (the "Servicer Success Scorecard").

Our Servicing Quality Assurance group also conducts file reviews of some servicers, both remotely and in the servicers' offices, in order to assess servicing and default management performance (the "Servicer Success File Review"). The Servicer Success File Reviews are in addition to credit and compliance reviews of the mortgage loans we undertake as part of our quality control process. See *"General Mortgage Loan Purchase and Servicing — Quality Control Process"* below. We may conduct the following types of file reviews:

- Prudent Servicing Review: An assessment of the servicer's collection activities, loss mitigation activities, timeline management, and property preservation processes.
- Short Sale Compliance Review: An assessment of the servicer's compliance with the requirements of the Guide, and servicing TOBs, as applicable, regarding completed short sales.
- Loan Modification Compliance Review: An assessment of the servicer's compliance with the requirements of the Guide and servicing TOBs, as applicable, regarding completed modifications.

Upon completion of the file review, we will provide our conclusions, including any defects, in writing to the applicable servicer. In the event we discover non-compliance with our requirements in the above reviews, we may pursue available remedies for such non-compliance. Remedies may include partial recovery of damages, indemnifications, repurchases and make-wholes. See *"Servicing Standards — Repurchase"*.

Freddie Mac may modify or expand the types of file reviews it conducts from time to time. No assurances are made that any of the mortgage loans will be subject to such a review.

If a servicer is placed in the bottom 25% in the default management category of its peer group of servicers based on results from its Servicer Success Scorecard, the servicer is presumed to have an unacceptable Servicer Success Scorecard result. Freddie Mac considers the Servicer Success Scorecard results, as well as factors such as trends in performance, adequacy of staffing, audit results, Servicer Success File Reviews, and/or compliance with the servicing requirements in evaluating whether the servicer's overall performance is unacceptable for purposes of continued eligibility as an approved servicer. If a servicer's overall performance is deemed unacceptable or a servicer does not meet the goals set forth in a servicing TOB, we may terminate the servicer's right to service, either partially or in full, with or without cause. Under our Servicing Success Program, Freddie Mac evaluates a servicer's performance with respect to all mortgage loans that such servicer services on behalf of Freddie Mac. In general, we work with servicers to develop policies and controls to improve servicing. If servicing, in whole or in part, is removed from a servicer, we have the discretion to determine if, and to what extent, that servicer may return to servicing mortgage loans under our Guide in the future. See *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool —Servicing Transfers May Result in Decreased or Delayed Collections and Credit Events"*.

Repurchase

In the event that a servicer did not properly service a mortgage loan according to the Guide, we may provide a notice of defect and require the servicer to correct the servicing defect. If unable to correct the servicing defect or if the servicing defect is uncorrectable, we may require the servicer to repurchase the mortgage loan or REO, make us whole on any losses, and/or indemnify us against future losses associated with the mortgage loan or REO. A demand for repurchase may be issued for several reasons, including: non-marketable title issues, mortgage insurance/hazard insurance policies prematurely cancelled or premiums not paid, and improper foreclosure.

Upon receipt of a repurchase notice, the servicer may file an appeal if it has additional supporting information and/or documentation that may affect our decision. The appeal must be filed within 60 days from the date of our notice requiring repurchase. We review the appeal and advise the servicer in writing of the appeal decision. If we deny the appeal, the servicer must repurchase the mortgage loan within 15 days from the date of our denial letter. A second appeal is permitted within those 15 days if the servicer is able to provide new documentation to support its contention that the mortgage loan complies with the contract. We may use discretion to make exceptions to the number of appeals and timelines when there are extenuating circumstances. After exhausting all available appeals, a servicer may request an impasse discussion. If the impasse discussion does not resolve the repurchase, additional management escalation and an independent review process may be

available. Any repurchase decision finally upheld by these processes requires servicers to remit repurchase funds or be subjected to late fees and/or other remedies.

Even if we conclude that there was a servicing defect, we cannot assure you that the servicer will ultimately agree with our determination and repurchase the related Reference Obligation from us or that we will recover any amounts from such servicer. In addition, it may be difficult, expensive, and time consuming to legally pursue a repurchase claim against servicer and we cannot assure you that we would prevail on the merits of any such claim. Efforts to enforce a repurchase claim may lead to further disputes with some of our servicers and counterparties that may result in further litigation and any potential recoveries may take significant time to realize. Investors in the Notes are also subject to the risk that servicers do not fully perform or cannot fully perform any repurchase obligations.

Servicer Termination Event

We may terminate a servicer's MSRs related to the mortgage loans at any time with cause or without cause, in whole or in part. Moreover, we may change our servicing policies in the future that could lead to servicer termination events. The reasons for terminating with cause include, but are not limited to, insolvency or bankruptcy, failure to maintain qualified servicing staff, the servicer's failure to comply with the servicing requirements, our determination that the servicer's overall performance is unacceptable, the servicer's failure to fulfill any obligation to us when due, an unacceptably high delinquency rate, an unacceptably high REO conversion rate, the servicer's failure to account for disposition of all monies and the servicer's misstatement, misrepresentation or omission of any material fact on any document submitted or oral representation made.

Quality Control Process

General

When we purchase a mortgage loan, we rely on representations and warranties of the seller with respect to certain matters. These representations and warranties cover such matters as:

- The accuracy of the information provided by the mortgagor.
- The accuracy and completeness of any information provided by a seller to us, including third-party reports prepared by qualified professionals, such as property appraisals and credit reports.
- The validity of each mortgage loan as a first lien.
- The fact that payments on each mortgage loan are current at the time of delivery to us.
- The physical condition of the mortgaged property.
- The originator's compliance with applicable federal, state and local laws, including state responsible lending statutes and other applicable laws.
- The seller/servicers' compliance with our purchase agreements, including the Guide and any applicable TOBs.

Our custodians check certain stated terms of the mortgage loan documents, but we generally do not independently verify the terms in the mortgage loan security documents. Moreover, our quality control processes are not designed to uncover all violations of applicable representation and warranties related to the Reference Obligations. See *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Our Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes"*.

Performing Loan Quality Control Review

As part of our on-going quality control process, for a sample of mortgage loans we have purchased, we review the mortgagor's origination documentation for compliance with the Guide and any applicable TOBs. We also compare certain seller delivered data elements against the origination documentation for loans in the quality control sample. If data discrepancies are identified, the applicable mortgage loans are reviewed to determine the

impact of the adjusted data to the adherence of the mortgage loans to our requirements. Some data discrepancies may cause the mortgage loans to have Unconfirmed Underwriting Defects. The most common Underwriting Defects found in the reviews of mortgage loans purchased during 2017 related to insufficient income and excessive obligations. Other common defects include insufficient funds to close, inability to calculate income, and inability to calculate monthly obligations. We give our seller/servicers an opportunity to appeal Unconfirmed Underwriting Defects in response to our request for the repurchase of any mortgage loan.

Performing Loan Quality Control Review Sampling

Each month we select a sample of the mortgage loans we acquired in the previous month in order to conduct a quality control review of performing mortgage loans. We use statistical sampling techniques to enable reliable estimates of the share of acquired loans that may be subject to Underwriting Defects. We also use supplemental targeted sampling to focus on loan attributes or sellers that may be of particular interest or concern from time to time. We also review a sample of the mortgage loans we acquired in the previous month to monitor compliance with legal and regulatory requirements pertaining to high-cost home loans. We conduct our review to verify that each mortgage loan reviewed (i) is made to a mortgagor from whom repayment of the mortgage loan can be expected and (ii) is secured by collateral that supports the value and marketability of the mortgaged property.

Credit Review

With respect to each mortgage loan selected for the sample, files are sent to vendors to reverify factual information and then the files are placed in a queue for review. All mortgage loans reviewed are compared against the underwriting standards set forth in the Guide and any applicable TOBs in effect at the time of purchase by us, including a review of the original appraisals of the mortgaged properties that were obtained in connection with the origination of those mortgage loans. The original appraisal value of the mortgaged property is reviewed against a value from HVE, when available, as well as additional collateral tools when appropriate by an underwriter, in order to assess if the original appraisal report supported the value and marketability of the subject property. We require each seller to have appraisal guidelines that include adherence to the requirements set forth in the Guide and any applicable TOBs in effect at the time of purchase by us, that payments for the appraisal may not be conditioned upon a particular valuation and that future business from the seller may not be used to influence or attempt to influence the valuation. To the extent HVE indicates that the original appraisal report significantly exceeded the actual value, we use other tools, including review appraisals, to determine if value and marketability of the mortgaged property was supported. This type of review is referred to as the "credit review" of mortgage loans. Our credit review also captures the names of parties to the mortgage loan transactions and compares them to our exclusionary list, which consists of individuals and companies that are prohibited from participating in transactions involving us, either directly or indirectly, due to lack of integrity or business competency. We require repurchase of any mortgage loan that was originated with parties on the exclusionary list.

Responsible Lending Review

Some mortgage loans are selected for responsible lending reviews, and are reviewed to assess whether those mortgage loans were originated in compliance with our responsible lending policy. Our responsible lending policy prohibits us from purchasing mortgage loans that have certain unacceptable terms and conditions (such as prepayment penalties, mandatory arbitration clauses and single premium credit life insurance). In addition, our policy prohibits us from purchasing mortgage loans designated as "high-cost," "high-risk" or similar mortgage loans in identified states that impose assignee liability for violations of laws governing high cost home loans and mortgage loans. Our compliance review does not include examination of documents to ensure that the loan complies with all laws. This type of review is referred to as the "compliance review". Mortgage loans that violate our charter or responsible lending policy are required to be repurchased by the applicable seller.

Reviewed mortgage loans that revealed Underwriting Defects were excluded from the Reference Pool. We may make contract exceptions for mortgage loans with minor technical violations or missing documentation that, notwithstanding the related violations, we determine to be acceptable mortgage loans.

Investors should note that only those mortgage loans selected as part of the sample as described above are subject to any credit or compliance review as part of our quality control review and that mortgage loans not selected as part of the sample as described above are not the subject of a credit or compliance review. See *"— Limitations of the Quality Control Review Process"* below and *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Our Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes"*.

Non-Performing Loan Quality Control Review

As part of our loss mitigation efforts, we perform a review of certain mortgage loans that become delinquent or, enter foreclosure and/or foreclosure alternative for compliance with the applicable contract guidelines relating to seller representation and warranty requirements in place at the time the loans were purchased by us. As of June 2, 2014, Freddie Mac also undertakes a similar non-performing loan review of each Credit Event Reference Obligation, provided the applicable representations and warranties are still in effect and the loan age is less than five years. We may, at our discretion, review Credit Event Reference Obligations with a loan age of five years or greater. See *"General Mortgage Loan Purchase and Servicing — Quality Control Process — Sunset of Representations and Warranties"* and *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Our Review of Reference Obligations That Become Credit Event Reference Obligations May Not Result in Reversed Credit Event Reference Obligations"*. Our non-performing loan reviews are conducted to verify that the applicable mortgage loan or Credit Event Reference Obligation (i) is made to a mortgagor from whom repayment can be expected, (ii) is secured by collateral that is adequate for the transaction and (iii) otherwise complies with our underwriting guidelines and other requirements set forth in our Guide and any applicable TOBs. For the mortgage loans selected to be reviewed or the Credit Event Reference Obligations reviewed, the loan files are sent to vendors to reverify factual information and then placed in a queue for review. All mortgage loans or Credit Event Reference Obligations reviewed are compared against the underwriting standards set forth in the Guide and any applicable TOBs in effect at the time of purchase by us. This review includes a credit component, a collateral component and captures the names of the parties to the mortgage loan transactions to ensure that none appear on the exclusionary list. Repurchase requests are sent by us to applicable sellers or servicers on those mortgage loans or Credit Event Reference Obligations that are deemed to have Unconfirmed Underwriting Defects, including any party on the exclusionary list and/or unsupported value or marketability. See *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Our Review of Reference Obligations That Become Credit Event Reference Obligations May Not Result in Reversed Credit Event Reference Obligations"*.

Limitations of the Quality Control Review Process

As noted above under the Risk Factor captioned *"Risks Relating to the Notes Being Linked to the Reference Pool — Our Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes,"* there can be no assurance that our review uncovered all relevant factors relating to the origination of the Reference Obligations, each originator's compliance with applicable law and regulations and the property valuation relating to the mortgaged properties, or uncovered all relevant factors that could affect the future performance of the Reference Obligations. We reviewed a small percentage of the Reference Obligations (which limited review may not detect all Unconfirmed Underwriting Defects for mortgage loans that were reviewed) and the Reference Obligations that were included in the review may have characteristics that were not discovered, noted or analyzed as part of the review that could, nonetheless, result in those Reference Obligations failing to perform in the future. Furthermore, even if Unconfirmed Underwriting Defects are detected, we may or may not pursue remedies against the related seller or servicer based on a variety of factors, which may not, at our sole discretion, consider the interest of Noteholders.

Investors are encouraged, in particular, to note the following with respect to the property valuation that was conducted as part of our review.

Differences may exist among and between estimated valuations due to the subjective nature of estimated valuations and appraisals, particularly between different appraisers estimating valuations or performing

appraisals at different points in time, as well as among appraisers and other persons reviewing the appraisals or other valuations.

Appraisals and other valuations represent the analysis and opinion at the time it is prepared, and are not guarantees of, and may not be indicative of, the present or future value of the mortgaged property.

Investors are encouraged to make their own determination as to the extent to which they place reliance on the limited loan review procedures carried out on only a small percentage of the Reference Obligations as part of our review.

Repurchases

To the extent that we determine that the origination of a mortgage loan has an Unconfirmed Underwriting Defect relating to a representation or warranty given by a seller, and such representation or warranty is still in effect, as described under *"General Mortgage Loan Purchase and Servicing — Quality Control Process — Sunset of Representations and Warranties"*, the applicable seller or servicer generally will be obligated to repurchase the mortgage loan within 60 days after the date of our notice of such defect. We are not required, however, to enforce the repurchase obligation of the seller or servicer.

Upon receipt of a repurchase notice, the seller or servicer may file an appeal if it has additional supporting information and/or documentation that may affect our decision. The appeal must be filed within 60 days from the date of our notice requiring repurchase. We review the appeal and advise the seller/servicer in writing of the appeal decision. If we deny the appeal, the seller or servicer must repurchase the mortgage loan within 15 days from the date of our denial letter. A second appeal is permitted within those 15 days if the seller/servicer is able to provide new documentation to support its contention that the mortgage loan complies with the contract. We may use discretion to make exceptions to the number of appeals and timelines when there are extenuating circumstances. After exhausting all available appeals, a seller may request an impasse discussion with our quality control management personnel. If the impasse discussion does not resolve the repurchase, appeal, additional management escalation and an independent review process may be available. Any repurchase decision finally upheld by these processes requires sellers or servicers to remit repurchase funds or be subjected to late fees and/or other remedies.

Even if we conclude that there was a breach of a representation and warranty, we cannot assure you that the seller or servicer will ultimately agree with our determination and repurchase the related Reference Obligation from us or that we will recover any amounts from such seller or servicer. In addition, it may be difficult, expensive, and time consuming to legally pursue a repurchase claim against a seller or servicer and we cannot assure you that we would prevail on the merits of any such claim. Efforts to enforce a repurchase claim may lead to further disputes with some of our seller/servicers and counterparties that may result in further litigation and any potential recoveries may take significant time to realize. Investors in the Notes are also subject to the risk that sellers or servicers do not fully perform or cannot fully perform any repurchase obligations.

Selling Quality Assurance

We perform a quality assurance review on a small percentage of the mortgage loans that we review in our quality control process. This secondary review is performed to evaluate the quality and consistency of the quality control underwriters' decisions and processes with our credit policies and procedures and the Guide and any applicable TOBs and to provide internal feedback regarding the effectiveness, interpretation and enforcement of policies. In addition to ensuring that the mortgage loans were properly underwritten in accordance with our policies and procedures and the seller's purchase documents, we review data input for accuracy, verify documentation, confirm compliance with our responsible lending policy and evaluate remedies taken for mortgage loans for which problems were discovered in the quality control process. The results of our quality assurance review could lead to changes in our quality control processes. To the extent our quality assurance review identifies an Unconfirmed Underwriting Defect on any mortgage loan, we may demand that such mortgage loan be remedied or repurchased. However, we cannot assure you that the seller will ultimately remedy or repurchase any mortgage loan with an Unconfirmed Underwriting Defect.

Data Reconciliations

We routinely monitor the integrity of data reported to us by the sellers of the mortgage loans, resulting in the periodic identification of loans or groups of loans that may contain incorrectly reported data. We pursue a reconciliation of such data with its sellers to resolve these potential discrepancies. To the extent we reach an agreement with its sellers regarding potential discrepancies, the data is updated by the sellers through a post-funding correction.

Sunset of Representations and Warranties

The Reference Obligations are subject to representations and warranties made by the sellers. We may have recourse to a seller to the extent there is a breach of a representation and warranty made by that seller. However, we have granted, or may grant, relief to the sellers from their obligations for breaches of representations and warranties under certain limited circumstances. For example, in 2017, we announced that we will provide sellers with Collateral Representation and Warranty Relief for mortgage loans that we processed through Loan Advisor Suite®. To the extent a seller receives Collateral Representation and Warranty Relief for any mortgage loan in the Reference Pool, we will not have recourse to the applicable seller for breaches related to property value of the corresponding Reference Obligation.

Further, and to the extent any Reference Obligation is not eligible for Collateral Representation and Warranty Relief, we will not have recourse to sellers and servicers for breaches of representations or warranties relating to (i) the underwriting of the mortgagor (including loan terms, credit history, employment, income and assets and other financial information used for qualifying the mortgagor), (ii) the underwriting of the mortgaged property (e.g., the description and valuation of the mortgaged property) or (iii) the underwriting of the project in which the mortgaged property is located (e.g., a PUD or condominium project), if any of the following conditions is met:

- following the Settlement Date, the mortgagor (1) made the first 36 monthly payments due with no more than two 30-day delinquencies, and no 60-day or greater delinquencies, and (2) was not 30 or more days delinquent with respect to the 36th monthly payment; provided, however, any of the first 36 monthly payments that are not made by a mortgagor during a forbearance period granted by Freddie Mac in connection with a natural disaster will not be considered delinquent, in which case, Freddie Mac will continue to have recourse for a breach of such representations and warranties until the later of the payment of the 36th monthly payment or the mortgage loan is made current at the expiration of the forbearance period;
- following the Settlement Date, the Reference Obligation was subjected to our quality control review and was determined to satisfactorily comply with the Guide and any applicable TOBs; or
- following the Settlement Date, the Reference Obligation became subject to an agreement whereby the related seller and we settled claims for outstanding and future breaches of origination representations and warranties.

To the extent that none of the above-referenced conditions are satisfied, the representations and warranties will remain in effect and we will continue to have recourse to the related seller and servicer for breaches of any such representations and warranties.

In any event, a seller or servicer will not be relieved from the enforcement of breaches of its representations and warranties on any Reference Obligation with respect to the following seven "life-of-loan" matters:

(i) compliance with the Freddie Mac Act;

(ii) misstatements, misrepresentations and omissions;

(iii) data inaccuracies;

(iv) clear title/first-lien enforceability;

(v) compliance with laws and responsible lending practices;

(vi) single-family mortgage product eligibility; and

(vii) systemic fraud.

Further information regarding each of these "life-of-loan" exclusions is found in our Guide. We publish guidance to our sellers and servicers through our Guide, lender announcements and lender letters to provide clarity to our sellers and servicers regarding our interpretation of each of these exclusions, including guidance on how we intend to enforce these exclusions, and the relief of a seller's obligations for breaches of representations and warranties as described above. This guidance is subject to change at our discretion. Future changes to such guidance and interpretations may be applied retroactively and therefore could be applied to the Reference Obligations. See *"Risk Factors — Risks Relating to Freddie Mac — Our Changes in Business Practices May Negatively Affect the Noteholders"*.

For a discussion of how the sunset of representations and warranties applies to mortgage loans refinanced pursuant to the Enhanced Relief Refinance Program, see *"— Enhanced Relief Refinance Program"* above.

Representation and Warranties Settlements

In recent years, we have entered into settlements with certain sellers to resolve existing and potential representation and warranties repurchase claims on portfolios of mortgage loans sold to us and may do so in the future. Any such settlement could involve potential representation and warranties claims on Reference Obligations. These settlements typically require us to release the applicable seller from certain repurchase obligations for violations of the Guide and applicable TOBs. Accordingly, we generally will not submit for quality control review any mortgage loans that become subject to such settlement.

See *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — The Performance of Sellers and Servicers May Adversely Affect the Performance of the Reference Obligations"*.

REO Disposition

General

HomeSteps® is our sales unit responsible for marketing and selling REOs. HomeSteps' mission is to effectively manage our credit losses through effective and responsible REO management strategies while stabilizing home values and supporting communities. REO performance goals focus on achieving a balance between financial recovery, timelines, our mission, FHFA regulatory and conservator housing policies and reputation. In an effort to maximize financial recovery and reduce liability risks, HomeSteps outsources almost all activities to third-party vendors.

HomeSteps employs various sales and marketing strategies to attract buyers and approves and monitors asset expenditures on REOs. HomeSteps utilizes a combination of specialized vendors, analytical tools and procedures to establish an estimated market value of REOs, while managing property preservation and maintenance expenses and related property costs in an effort to preserve value and help stabilize communities. To the extent that FHFA directs us to pursue an initiative that impacts REOs the REOs subject to such an initiative may incur additional losses. For example, in connection with the Neighborhood Stabilization Initiative, which seeks the best disposition of distressed properties in particularly hard hit areas, certain low value properties may be donated to the community, demolished or repaired. The costs and losses associated with any such activities will be borne by any applicable securitization trust and may result in further losses that are allocated to noteholders or certificateholders, as applicable.

The REO Intake Process

After a foreclosure sale is reported to us, property information is sent to HomeSteps and proprietary business systems assign an outsourced vendor, which assigns a real estate broker to the property according to their geographical coverage area and available capacity. Once the real estate broker accepts an assignment, they will perform an initial assessment of the property's condition and occupancy status. Depending upon the status of the property, it may be sold at auction or through the traditional retail sales channel.

Redemption and Confirmation Periods

Initial activities on an REO depend upon whether the former mortgagor has a post-sale right to redeem. Approximately half of all states have a redemption period during which the former owner may pay us an amount calculated by statute to "redeem" the REO, i.e., regain title to the property. The amount paid by the former owner usually corresponds to the sales price at foreclosure or the total indebtedness owed to us, depending upon the state. During the redemption period the former owner may have the right to occupy and rent the REO to third parties, which can lead to increased levels of damage to the REO and heighten the chances that an eviction will be necessary. However, in some states HomeSteps is able to take immediate possession of the REO and sell it during the redemption period. The real estate broker is assigned to perform periodic drive-by inspections, and HomeSteps or its vendors monitor the property status based upon these inspections. A key goal is to shorten the redemption period if the property is voluntarily vacated prior to the end of the redemption period. If the property is determined to be abandoned, we will seek to have the redemption rights waived through the local courts. Once the redemption period expires and the property is released, the same disposition process used for properties in non-redemption states is followed. Some states may also have a confirmation period during which the former owner may contest the foreclosure sale before a court declares the sale to be final or "confirmed." Confirmation periods range from several weeks to months. Depending upon the state, HomeSteps may not have title or possession of the REO during the confirmation period.

Preservation and Maintenance

After a property comes into HomeSteps' inventory and is free from any applicable redemption or confirmation periods, the assigned real estate broker checks the condition and the occupancy status of the property. If the property will be sold using a retail sales strategy and is occupied, the property is referred to an eviction team and the assigned attorneys begin the eviction process. If the property is vacant, the real estate broker will initiate the initial cleaning and securing of the property to prepare it for market. Real estate brokers are required to inspect the properties weekly to ensure HomeSteps' adequate preservation and maintenance standards are being applied consistently and monitor for any changes to the properties. We also use national inspection companies to conduct additional property inspections each month.

Rental Management/Eviction

If properties are occupied, the occupants may be provided with options including the opportunity to accept relocation assistance (Cash for Keys) or to participate in the REO Rental Program (for qualified occupants to remain in qualified properties). When there are tenants with a valid existing lease, HomeSteps may be required by applicable law to accept the existing lease or work with the tenants to establish a new Freddie Mac lease agreement. We may be able to market and sell the property during the tenancy.

If the occupant must be evicted, HomeSteps works with the assigned attorney to initiate the eviction process. The Cash for Keys program may be utilized to encourage the occupants to vacate in return for a cash payment to assist them in their relocation.

Title

Upon foreclosure, servicers are required to deliver a property with clear and marketable title to us. HomeSteps works to ensure that we have clear title to REOs by working with external service providers to proactively resolve identified title issues so that the property is sold with clear and marketable title. Title is generally cleared prior to listing the property for sale; however, some complex title issues are submitted to HomeSteps to work with the servicer to buy back the property.

Property Valuation and Disposition

When we have the legal right to access the property, the assigned real estate broker will determine occupancy status and alert us to any damage that may be covered by a hazard insurance policy that was in place prior to the vacancy of the REO. Our property valuation utilizes a variety of inputs, such as one or more BPOs or an appraisal. HomeSteps monitors daily performance, as well as overall trends in the valuation performance for the entire portfolio of REOs owned by us. Once we have established the estimated value, a marketing strategy and budget is developed for the property.

To establish an estimated market value for an REO, HomeSteps currently utilizes a valuation process requiring at least three opinions of value: (i) a BPO from the real estate broker, (ii) a second independent BPO from a national valuation vendor and (iii) an automated value from HVE. Based on the variance between the two BPOs and HVE, our proprietary valuation methodology calculates the estimated market value. However, if the variance is excessive, HomeSteps may either order an appraisal of the property by a licensed appraiser or conduct a desktop review to determine the estimated market value of the property. Validation processes are in place to achieve the final estimate of fair market value in an effort to reflect the most probable price which a property should bring in a competitive and open market under all conditions requisite for a fair sale, assuming that the buyer and seller each act prudently and knowledgeably, and that the price is not affected by undue stimulus.

Special Sales Programs

HomeSteps maintains several special programs to encourage owner-occupants to purchase its' REO. The "First Look" program allows potential owner occupants and non-profit organizations to make offers on the REO for the first 20 days (30 days in Nevada, Cook County, Illinois and the City of Detroit, Michigan) the REO is listed for sale without competition from investor buyers. During the First Look period HomeSteps will not consider offers from buyers seeking to acquire the REO for investment purposes. While HomeSteps will accept the highest and best offer received during the First Look period, the decrease of competitive bidders may lead to the REO being sold at prices that are less than could have been gained if investors' offers had been considered.

HomeSteps has an agreement with the National Community Stabilization Trust wherein it will allow non-profit organizations and local governments to inspect and submit offers to purchase the REO before the REO is inspected and listed for sale. In these cases the REO is sold to National Community Stabilization Trust participating buyers at a discount to estimated fair market value.

HomeSteps may also refer properties to an auction company. The resulting auctions may occur before the REO has been fully inspected. Auction sale prices may be lower than the fair market value of the REO but disposition of the REO is usually faster than a retail sale.


Freddie Mac