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 IS 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.

$738,000,000

Freddie Mac

STRUCTURED AGENCY CREDIT RISK (STACR®) REMIC 2020-HQA1 NOTES, FREDDIE MAC STACR REMIC TRUST 2020-HQA1

Offered Notes:	The Classes of Original Notes and Classes of MACR Notes shown below and on Table 1.
Trust and Issuer:	Freddie Mac STACR REMIC Trust 2020-HQA1
Sponsor:	Freddie Mac
Indenture Trustee:	Citibank, N.A.
Owner Trustee:	Wilmington Trust, National Association
Closing Date:	February 4, 2020

Note Classes	Original Class Principal Balance	Class Coupon	CUSIP Number	Scheduled Maturity Date	Expected Ratings (Fitch/S&P)(1)	Price to Public	Initial Purchaser Fee(2)	Proceeds to Issuer
Class M-1	$218,000,000	(7)	(8)	January 2050	BBB-sf/BBB (sf)	100%	0.25%	100%
Class M-2(3)(4)	330,000,000	(7)	(8)	January 2050	Bsf/B+ (sf)	100%	0.50%	100%
Class B-1(3)(5)	87,000,000	(7)	(8)	January 2050	NR/NR	100%	0.50%	100%
Class B-2(3)(6)	103,000,000	(7)	(8)	January 2050	NR/NR	100%	0.50%	100%

(1) See *"Ratings"* herein.
(2) See *"Placement"* herein.
(3) MACR Class.
(4) The Class M-2A and Class M-2B Notes may be exchanged for the Class M-2 Notes, and vice versa, pursuant to Combination 1 described in Table 2. On the Closing Date, the Class M-2A and Class M-2B Notes will be deemed to have been exchanged in whole or in part, as applicable, for the Class M-2 Notes. The original Class Principal Balance shown for the Class M-2 Notes above is its Maximum Class Principal Balance.
(5) The Class B-1A and Class B-1B Notes may be exchanged for the Class B-1 Notes, and vice versa, pursuant to Combination 18 described in Table 2. On the Closing Date, the Class B-1A and Class B-1B Notes will be deemed to have been exchanged in whole or in part, as applicable, for the Class B-1 Notes. The original Class Principal Balance shown for the Class B-1 Notes above is its Maximum Class Principal Balance.
(6) The Class B-2A and Class B-2B Notes may be exchanged for the Class B-2 Notes, and vice versa, pursuant to Combination 20 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.
(7) See *"Summary — Interest"* herein.
(8) See Appendix F for a list of CUSIP numbers.

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 being offered and sold only (i) in the United States to "qualified institutional buyers," as such term is defined in Rule 144A under the Securities Act, and (ii) in "offshore transactions" to persons that are not "U.S. persons," as such terms are defined in, and in accordance with, Regulation S 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 Trust intends to rely on the exemption from registration found at Section 2(b) of the Investment Company Act and 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"*.

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

The Structured Agency Credit Risk (STACR) REMIC 2020-HQA1 Notes, including the Original Notes and the MACR 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 173 of this Memorandum sets forth definitions of certain defined terms appearing in this Memorandum.

Wells Fargo Securities
Co-Lead Manager and Joint Bookrunner

NOMURA
Co-Lead Manager and Joint Bookrunner

BofA Securities	**Credit Suisse**	**Goldman Sachs**	**J.P. Morgan**	**CastleOak Securities, L.P.**	**Ramirez & Co., Inc.**
Co-Manager	Co-Manager	Co-Manager	Co-Manager	Selling Group Member	Selling Group Member

The date of this Private Placement Memorandum is January 28, 2020.

TABLE OF CONTENTS

	Page
TABLE 1 — STRUCTURED AGENCY CREDIT RISK (STACR®)	ix
TABLE 2 — AVAILABLE MODIFICATIONS AND COMBINATIONS	xi
Exchange Procedures	xii
Notice	xii
Exchange Fee	xii
Payment Date	xii
WE ARE IN CONSERVATORSHIP; POTENTIAL RECEIVERSHIP	xiv
IMPORTANT NOTICE REGARDING THE NOTES	xv
SECTION 309B(1)(C) NOTIFICATION UNDER THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE	xv
IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS MEMORANDUM	xvi
EU RISK RETENTION	xvi
NOTICE TO EUROPEAN ECONOMIC AREA INVESTORS	xvi
MIFID II PRODUCT GOVERNANCE	xvii
NOTICE TO UNITED KINGDOM INVESTORS	xvii
FORWARD-LOOKING STATEMENTS	xix
FREDDIE MAC	xix
General	xix
Conservatorship and Related Matters	xix
Purchase Agreement, Warrant and Senior Preferred Stock	xx
ADDITIONAL INFORMATION	xxii
TRANSACTION DIAGRAM	1
TABLE 3 — CLASSES OF REFERENCE TRANCHES	2
Hypothetical Structure and Calculations with respect to the Reference Tranches	3
SUMMARY	5
RISK FACTORS	16
General	16
Risks Associated with the Collateral Administration Agreement and the Capital Contribution Agreement	17
The Notes are Subordinate to Certain Payments Payable to Us	17
Our Payments are not Guaranteed by the United States or any Other Person	17
We may Assign our Obligations under the Collateral Administration Agreement and Capital Contribution Agreement to a Third Party	18
The Notes are Subject to an Indenture Event of Default or Redemption in the Event of an Early Termination of the Collateral Administration Agreement and the Capital Contribution Agreement	18
Risks Relating to the Notes Being Linked to the Reference Pool	18
The Notes Bear the Risk of Credit Events and Modification Events on the Reference Pool	18
Holders of Notes Have No Rights or Remedies with respect to the Reference Obligations	19
Delay in Liquidation; Net Liquidation Proceeds May Be Less Than Mortgage Balance	19
The Timing of Credit Events and Modification Events (and the Severity of Losses Realized with respect Thereto) May Adversely Affect Returns on the Notes	19
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	20
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	21
Our Quality Control and Quality Assurance Processes Are Not Designed to Protect Noteholders	21

	Page
Our Review of Reference Obligations That Become Credit Event Reference Obligations May Not Result in Reversed Credit Event Reference Obligations	22
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	22
Underwriting Standards Used by Many of Our Sellers May be Less Stringent than Required by Our Guide	24
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	24
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	26
ELTV Ratios May Not Reflect the Actual Value of the Mortgaged Properties	27
Credit Scores May Not Accurately Predict the Likelihood of Default	27
Residential Real Estate Values May Fluctuate and Adversely Affect the Notes	28
Reduced Lending Capacities and/or Increases in Mortgage Interest Rates May Hinder Refinancing and Increase Risk of Credit Events and Modification Events with respect to the Reference Obligations	28
The Rate and Timing of Principal Payment Collections on the Reference Obligations Will Affect the Yield on the Notes	29
Reference Obligations in the Reference Pool May Be Refinanced Under Our Enhanced Relief Refinance Program, Which May Result in Mortgage Loans With High LTV Ratios Being Included in the Reference Pool	31
We Do Not Re-Underwrite the Mortgage Loans We Acquire, Which May Adversely Affect the Performance of the Reference Obligations	31
The Performance of the Reference Obligations Could be Dependent on the Servicers	32
Servicers May Not Follow the Requirements of Our Guide or TOBs, and Servicing Standards May Change Periodically	32
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	33
Stricter Enforcement of Foreclosure Rules and Documentation Requirements May Cause Delays and Increase the Risk of Loss	33
Insurance Related to the Mortgaged Properties May Not Be Sufficient to Compensate for Losses	33
Mortgage Loans Without Mortgage Insurance Policies Will Not Have the Benefit of Any Mortgage Insurance Credit Amounts to Cover Losses	34
Servicing Transfers May Result in Decreased or Delayed Collections and Credit Events	34
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	34
The Performance of Sellers and Servicers May Adversely Affect the Performance of the Reference Obligations	35
Classification of Underwriting Defects and Servicing Defects are Dependent in Part on Cooperation by the Sellers and Servicers	36
Solicitation May Result in Erosion in the Overall Credit Quality of the Reference Pool	36
Mortgagors May Have, or May in the Future Incur, Additional Indebtedness Secured by Mortgaged Properties Securing the Reference Obligations	36
Geographic Concentration May Increase Risk of Credit Events Due to Adverse Economic Conditions or Natural Disasters	37

	Page
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	37
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	38
Mortgage Loans with High LTV Ratios Leave the Related Mortgagors with Little or No Equity in the Related Mortgaged Properties, Which May Result in Credit Events on the Reference Obligations	38
Some of the Reference Obligations are Seasoned Mortgage Loans	38
Mortgage Loans Made to Certain Mortgagors May Present a Greater Risk	39
Mortgage Loans Secured by Manufactured Homes May Present a Greater Risk	39
Impact of Potential Military Action and Terrorist Attacks	39
Mortgage Loan Historical Information is Not Indicative of Future Performance of the Reference Pool	39
Governance and Regulation	40
New Laws and Regulations May Adversely Affect Our Business Activities and the Reference Pool	40
Governmental Actions May Affect Servicing of Mortgage Loans and May Limit the Servicer's Ability to Foreclose	40
Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Reference Pool	41
Violations of Various Federal, State and Local Laws May Result in Losses on the Reference Obligations	44
Violations of TRID or Other TILA Provisions May Result in Losses	44
Special Assessments, Energy Efficiency and Homeowner Association Liens May Take Priority Over the Mortgage Lien	45
Risks Relating to Freddie Mac	46
Creditworthiness of Freddie Mac	46
FHFA Could Terminate the Conservatorship by Placing Us into Receivership, Which Could Adversely Affect Our Performance Under the Collateral Administration Agreement and the Capital Contribution Agreement	46
A Receiver May Transfer or Sell Our Assets and Liabilities	48
We are Dependent Upon the Support of Treasury	48
Changes in Our Business Practices May Negatively Affect the Noteholders	48
Future Legislation and Regulatory Actions Will Likely Affect the Role of Freddie Mac	48
Risks Related to Eligible Investments	49
Noteholders Are Exposed to the Value of the Underlying Assets of the Relevant Eligible Investments	49
Certain Types of Eligible Investments May Suspend or Delay Redemptions	50
Redeeming Units of an Eligible Investment During an Unfavorable Market Environment May Affect the Net Asset Value of Such Eligible Investment	50
Failure of Eligible Investments to Satisfy the Relevant Criteria May Not Result in Their Replacement	50
Unfavorable Market Conditions May Cause Changes in the Yield of an Eligible Investment	50
The Net Yield of a Fund May Become Negative for Other Reasons	51
The Investment Manager May Be Unable to Liquidate Investments in a Timely Manner	51
Ineligible Investments	51
Investment Factors and Risks Related to the Notes	51
The Notes May Not Be Repaid in Full	51
Limited Source of Payments — No Recourse to Reference Obligations	51
Subordination of the Notes	52
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	52

	Page
Subordination of Corresponding Classes of Reference Tranches Increases Risk of Loss on the Notes	52
Significant Write-downs of the Notes That Are Subsequently Subject to Write-ups Will Result in Lost Accrued Interest	53
LIBOR Levels Could Reduce the Yield on the Notes	53
A Change in Any Reporting Period May Affect the Yield on the Notes	53
Uncertainty Relating to the Determination of LIBOR and the Potential Phasing Out of LIBOR after 2021 May Adversely Affect the Value of the Notes	53
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	54
The Use of an Alternative Method or Index in Place of LIBOR for Determining Monthly Interest Rates May Result in Adverse Tax Consequences with respect to the Notes	54
Changes in the Market Value of the Notes May Not Be Reflective of the Performance or Anticipated Performance of the Reference Obligations	54
There May be Limited Liquidity of the Notes, Which May Limit Your Ability to Sell the Notes	54
Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Notes, Which May Limit Investors’ Ability to Sell the Notes	55
Risks Associated with the Investment Company Act	55
Risks Associated with the Commodity Exchange Act	56
The Transfer Restrictions on the Notes May Limit Investors’ Ability to Sell the Notes	57
The Notes May be Redeemed Before the Scheduled Maturity Date	57
Exchanges of Notes May Result in Investors Holding Lower Rated Notes	58
A Reduction, Withdrawal or Qualification of the Ratings on the Rated Notes, or the Issuance of an Unsolicited Rating on the Rated Notes, May Adversely Affect the Market Value of Those Notes and/or Limit an Investor’s Ability to Resell Those Notes	58
The Ratings on the Rated Notes May Not Reflect All Risks	58
Certain Notes Will Not Be Rated by the Rating Agencies on the Closing Date	58
The Ratings of the Interest Only MACR Notes do not address the Timing or Magnitude of Reductions of the Notional Principal Amount	59
The Ability to Exchange the Exchangeable Notes and MACR Notes May Be Limited	59
Investors Have No Direct Right to Enforce Remedies	59
The Noteholders Have Limited Control over Amendments, Modifications and Waivers to the Indenture, Account Control Agreement, Collateral Administration Agreement, Capital Contribution Agreement, Investment Management Agreement and Trust Agreement	60
Legality of Investment	60
Rights of Note Owners May Be Limited by Book-Entry System	60
Risks Relating to REMIC Status	61
The Notes May Represent Obligations That Are Outside of Any REMIC for Losses Attributable to Credit Events with respect to Enhanced Relief Refinance Reference Obligations That Become Part of the Reference Pool	61
Changes to the U.S. Federal Income Tax Laws Could Have an Adverse Impact on the Notes	61
Tax Audit Procedures	61
ERISA Considerations	62
Downgrades or Defaults of Government Debt or of U.S. Government-Sponsored Enterprises May Adversely Affect the Market Value of the Notes	62
The Interests of the Transaction Parties and Others May Conflict With and be Adverse to the Interests of the Noteholders	62
The Relationships Among Freddie Mac, Sellers, Servicers, Mortgage Insurers, the Indenture Trustee, the Owner Trustee, the Investment Manager, the Custodian and Initial Purchasers are Multifaceted and Complex.	62
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	62

	Page
Our Interests May Not be Aligned With the Interests of the Noteholders	63
Potential Conflicts of Interest of the Initial Purchasers and their Affiliates	64
Potential Conflicts of Interest of the Indenture Trustee and the Exchange Administrator	65
Potential Conflicts of Interest of the Owner Trustee	65
Potential Conflicts of Interest Between the Classes of Notes	65
Lack of Liquidity	66
Combination or "Layering" of Multiple Risk Factors May Significantly Increase the Risk of Loss on Your Notes	66
THE TRUST	66
DESCRIPTION OF THE NOTES	67
General	67
Form, Registration and Transfer of the Notes	68
Form of Notes	68
Title	68
Registration of Transfer and Exchange of Notes	69
Transfer and Exchange of Definitive Notes	73
Payment Procedures; Withholding Requirements	74
Priority of Payments	75
Scheduled Maturity Date and Early Redemption Date	75
Interest	76
Class Coupon	76
Interest Payment	76
Principal	76
Reductions in Class Principal Balances of the Notes Due to Allocation of Tranche Write-down Amounts	77
Increases in Class Principal Balances of the Notes Due to Allocation of Tranche Write-up Amounts	77
Hypothetical Structure and Calculations with respect to the Reference Tranches	77
Allocation of Tranche Write-down Amounts	77
Allocation of Tranche Write-up Amounts	78
Allocation of Modification Loss Amount	79
Allocation of Modification Gain Amount	80
Allocation of Senior Reduction Amount and Subordinate Reduction Amount	81
Allocation of Supplemental Subordinate Reduction Amount and Supplemental Senior Increase Amount	83
MACR NOTES	84
Exchanges	84
Exchange Procedures	85
THE AGREEMENTS	86
The Collateral Administration Agreement and the Capital Contribution Agreement	86
The Collateral Administration Agreement	86
The Capital Contribution Agreement	86
Netting of Payments	86
Assignment	87
Termination Date, Scheduled Termination Date and Early Termination Date	87
The Indenture	87
General	87
Grant of the Collateral	88
Standard of Conduct	88
Accounts, Accountings and Reports	89
Payment Date Statement	90
Indenture Events of Default	92
Application of Proceeds	94

	Page
Amendments to the Indenture and the other Basic Documents	96
Consolidation, Merger or Transfer of Assets	98
Petitions for Bankruptcy	99
Satisfaction and Discharge of the Indenture	99
Binding Effect of the Indenture	99
Notes Acquired by Us	99
Optional Retirement of Notes Owned by Freddie Mac	100
Third-Party Beneficiaries	100
Notice	100
Governing Law	101
The Investment Management Agreement	101
The Account Control Agreement	101
The Administration Agreement	102
THE PARTIES	103
Freddie Mac as Sponsor and Administrator	103
Indenture Trustee	103
Resignation and Removal of the Indenture Trustee; Appointment of Successor	104
Custodian	105
Resignation and Removal of the Custodian; Appointment of Successor	105
Investment Manager	105
Owner Trustee	105
Exchange Administrator	106
HISTORICAL INFORMATION	107
PREPAYMENT AND YIELD CONSIDERATIONS	107
Credit Events and Modification Events	107
Prepayment Considerations and Risks	107
MACR Notes	109
Assumptions Relating to Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Tables, Cumulative Note Write-down Amount Tables and Yield Tables	109
Weighted Average Lives of the Notes	110
Weighted Average Life Tables	113
Declining Balances Tables	117
Yield Considerations with respect to the Notes	127
Credit Event Sensitivity Tables	127
Cumulative Note Write-down Amount Tables	128
Yield Tables	132
USE OF PROCEEDS	142
CERTAIN LEGAL ASPECTS OF MORTGAGE LOANS	143
Security Instruments	143
Foreclosure	143
Rights of Redemption	146
Anti-Deficiency Legislation and Other Limitations on Lenders	146
Environmental Legislation	147
Consumer Protection Laws	148
Federal and State Anti-Predatory Lending Laws and Restrictions on Servicing	149
Enforceability of Due-On-Sale Clauses	150
Subordinate Financing	150
Applicability of Usury Laws	150
Forfeitures in Drug and RICO Proceedings	151
Servicemembers Civil Relief Act	151
CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES	152
General	152
REMIC Election	152

	Page
Status of the Notes	152
Taxation of the Regular Interests	153
General	153
Original Issue Discount	153
Market Discount	154
Premium	155
Constant Yield Election	155
Treatment of Losses	155
Sale or Exchange of Regular Interests	156
Taxation of NPCs	156
Taxation of MACR Notes	157
General	157
Tax Accounting for MACR Notes	157
Exchanges of MACR Notes and Exchangeable Notes	158
Adoption of an Alternative Index	158
Taxation of Certain Foreign Investors	159
Backup Withholding	160
Reporting and Administrative Matters	160
Foreign Account Tax Compliance Act	160
STATE, LOCAL AND FOREIGN TAX CONSEQUENCES	161
LEGAL INVESTMENT	161
EU RETENTION REQUIREMENT	161
CERTAIN ERISA CONSIDERATIONS	163
General	163
Prohibited Transactions	163
General	163
Plan Asset Regulation	164
Prohibited Transaction Exemptions	164
Review by Plan Fiduciaries	165
PLACEMENT	166
NOTICE TO INVESTORS	166
Notice to Canadian Investors	171
RATINGS	171
LEGAL MATTERS	172
GLOSSARY OF SIGNIFICANT TERMS	173
APPENDIX A The Reference Obligations	A-1
APPENDIX B Third-Party Diligence Provider's Data Integrity Review Discrepancies	B-1
APPENDIX C Assumed Characteristics of the Reference Obligations (as of the Cut-off Date)	C-1
APPENDIX D Selling Restrictions	D-1
APPENDIX E General Mortgage Loan Purchase and Servicing	E-1
APPENDIX F CUSIP Numbers	F-1

TABLE 1

Freddie Mac Structured Agency Credit Risk (STACR®) REMIC 2020-HQA1 Notes

$738,000,000

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 Ratings (Fitch/S&P)[3]	Expected WAL (Years)[1]	Expected Principal Window (Months)[1]	Expected Initial Credit Enhancement
M-1	$218,000,000	2.39925%	One-Month LIBOR + 0.75%	0%	[15]	January 2050	BBB-sf/BBB (sf)	1.76	6-39	3.000%
M-2A[4]	$165,000,000	3.54925%	One-Month LIBOR + 1.90%	0%	[15]	January 2050	BBsf/BB (sf)	4.65	39-75	2.050%
M-2B[4]	$165,000,000	3.54925%	One-Month LIBOR + 1.90%	0%	[15]	January 2050	Bsf/B+ (sf)	8.27	75-120	1.100%
B-1A[4]	$43,500,000	3.99925%	One-Month LIBOR + 2.35%	0%	[15]	January 2050	NR/NR	9.98	120-120	0.850%
B-1B[4]	$43,500,000	3.99925%	One-Month LIBOR + 2.35%	0%	[15]	January 2050	NR/NR	9.98	120-120	0.600%
B-2A[4]	$51,500,000	6.74925%	One-Month LIBOR + 5.10%	0%	[15]	January 2050	NR/NR	9.98	120-120	0.350%
B-2B[4]	$51,500,000	6.74925%	One-Month LIBOR + 5.10%	0%	[15]	January 2050	NR/NR	9.98	120-120	0.100%

Class of MACR 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 Ratings (Fitch/S&P)[3]	Expected WAL (Years)[1]	Expected Principal Window (Months)[1]	Expected Initial Credit Enhancement
M-2[5]	$330,000,000	3.54925%	One-Month LIBOR + 1.90%	0%	[15]	January 2050	Bsf/B+ (sf)	6.46	39-120	1.100%
M-2R[5]	$330,000,000	2.04925%	One-Month LIBOR + 0.40%	0%	[15]	January 2050	Bsf/B+ (sf)	6.46	39-120	1.100%
M-2S[5]	$330,000,000	2.34925%	One-Month LIBOR + 0.70%	0%	[15]	January 2050	Bsf/B+ (sf)	6.46	39-120	1.100%
M-2T[5]	$330,000,000	2.64925%	One-Month LIBOR + 1.00%	0%	[15]	January 2050	Bsf/B+ (sf)	6.46	39-120	1.100%
M-2U[5]	$330,000,000	2.94925%	One-Month LIBOR + 1.30%	0%	[15]	January 2050	Bsf/B+ (sf)	6.46	39-120	1.100%
M-2I[5]	$330,000,000[6]	1.50000%[7]	N/A	0%	[15]	January 2050	Bsf/B+ (sf)	6.46	N/A	1.100%
M-2AR[5]	$165,000,000	2.04925%	One-Month LIBOR + 0.40%	0%	[15]	January 2050	BBsf/BB (sf)	4.65	39-75	2.050%
M-2AS[5]	$165,000,000	2.34925%	One-Month LIBOR + 0.70%	0%	[15]	January 2050	BBsf/BB (sf)	4.65	39-75	2.050%
M-2AT[5]	$165,000,000	2.64925%	One-Month LIBOR + 1.00%	0%	[15]	January 2050	BBsf/BB (sf)	4.65	39-75	2.050%
M-2AU[5]	$165,000,000	2.94925%	One-Month LIBOR + 1.30%	0%	[15]	January 2050	BBsf/BB (sf)	4.65	39-75	2.050%
M-2AI[5]	$165,000,000[6]	1.50000%[7]	N/A	0%	[15]	January 2050	BBsf/BB (sf)	4.65	N/A	2.050%
M-2BR[5]	$165,000,000	2.04925%	One-Month LIBOR + 0.40%	0%	[15]	January 2050	Bsf/B+ (sf)	8.27	75-120	1.100%
M-2BS[5]	$165,000,000	2.34925%	One-Month LIBOR + 0.70%	0%	[15]	January 2050	Bsf/B+ (sf)	8.27	75-120	1.100%
M-2BT[5]	$165,000,000	2.64925%	One-Month LIBOR + 1.00%	0%	[15]	January 2050	Bsf/B+ (sf)	8.27	75-120	1.100%
M-2BU[5]	$165,000,000	2.94925%	One-Month LIBOR + 1.30%	0%	[15]	January 2050	Bsf/B+ (sf)	8.27	75-120	1.100%
M-2BI[5]	$165,000,000[6]	1.50000%[7]	N/A	0%	[15]	January 2050	Bsf/B+ (sf)	8.27	N/A	1.100%
M-2RB[5]	$165,000,000[8]	5.04925%	[9]	0%	[15]	January 2050	Bsf/B+ (sf)	8.27	75-120	1.100%
M-2SB[5]	$165,000,000[8]	4.74925%	[9]	0%	[15]	January 2050	Bsf/B+ (sf)	8.27	75-120	1.100%
M-2TB[5]	$165,000,000[8]	4.44925%	[9]	0%	[15]	January 2050	Bsf/B+ (sf)	8.27	75-120	1.100%
M-2UB[5]	$165,000,000[8]	4.14925%	[9]	0%	[15]	January 2050	Bsf/B+ (sf)	8.27	75-120	1.100%
B-1[5]	$87,000,000	3.99925%	One-Month LIBOR + 2.35%	0%	[15]	January 2050	NR/NR	9.98	120-120	0.600%
B-2[5]	$103,000,000	6.74925%	One-Month LIBOR + 5.10%	0%	[15]	January 2050	NR/NR	9.98	120-120	0.100%
B-1AR[5]	$43,500,000	2.49925%	One-Month LIBOR + 0.85%	0%	[15]	January 2050	NR/NR	9.98	120-120	0.850%
B-1AI[5]	$43,500,000[6]	1.50000%[7]	N/A	0%	[15]	January 2050	NR/NR	9.98	N/A	0.850%
B-2AR[5]	$51,500,000	2.74925%	One-Month LIBOR + 1.10%	0%	[15]	January 2050	NR/NR	9.98	120-120	0.350%
B-2AI[5]	$51,500,000[6]	4.00000%[7]	N/A	0%	[15]	January 2050	NR/NR	9.98	N/A	0.350%

Class of Reference Tranche	Initial Class Coupon	Class Coupon Formula(2)	Class Coupon Minimum Rate
B-3H(10)	26.64925%	One-Month LIBOR + 25.00%	0%

Non-Offered Interest or Class	Expected Original Class Principal Balance or Notional Principal Amount(1)	Class Coupon Formula(2)	Expected Principal Window (Months)(1)
X-IO(11)	(12)	(13)	N/A
R(14)	(14)	N/A	No Payment Residual
RS(14)	(14)	N/A	No Payment Residual

(1) The Class Principal Balances and Notional Principal Amounts 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 Notes are redeemed on the Early Redemption Date occurring in January 2030 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 February 2020. The balances shown for the MACR Notes represent the maximum original Class Principal Balances or Notional Principal Amounts 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) See *"Ratings"* herein.

(4) The Class M-2A Notes, Class M-2B Notes, Class B-1A Notes, Class B-1B Notes, 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 MACR Notes, and vice versa, as further described in Table 2. In addition, certain Classes of MACR Notes can be further exchanged for other Classes of MACR Notes, as described in Table 2, and vice versa.

(5) MACR Notes.

(6) Notional Principal Amount.

(7) The Interest Only MACR Notes will bear interest at fixed per annum rates. However, in the event that One-Month LIBOR for any Accrual Period is less than zero, the Class Coupons of the Interest Only MACR Notes may be subject to downward adjustment such that the aggregate amount of interest payable to such MACR Notes and the other MACR 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 (or related MACR Notes in the case of the related Combinations listed in Table 2).

(8) Represents the maximum Class Principal Balance of the Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes and Class M-2UB Notes; provided, however, if the outstanding Class Principal Balance of the Class M-2B Notes with respect to any Payment Date is reduced to zero and the Notional Principal Amount of the Class M-2AI Notes is greater than zero, then the Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes and Class M-2UB Notes will no longer have a Class Principal Balance, but will instead have a Notional Principal Amount equal to the portion of the Class M-2AI Notes exchanged for such Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes or Class M-2UB Notes, as applicable.

(9) The Class Coupon for each of the Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes and Class M-2UB Notes with respect to any Payment Date and the related Accrual Period will be a per annum rate equal to the product of (i) a fraction, the numerator of which is the aggregate Interest Payment Amount from the portions of the Class M-2B Notes and Class M-2AI Notes that were exchanged for such Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes or Class M-2UB Notes, as applicable, and the denominator of which is (a) for so long as the Class Principal Balance of the Class M-2B Notes is greater than zero, the outstanding Class Principal Balance immediately prior to such Payment Date of such Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes or Class M-2UB Notes, as applicable, or (b) for so long as the Class Principal Balance of the Class M-2B Notes is zero and the Notional Principal Amount of the Class M-2AI Notes is greater than zero, the outstanding Notional Principal Amount immediately prior to such Payment Date of the portions of the Class M-2AI Notes that were exchanged for such Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes or Class M-2UB Notes, as applicable, and (ii) a fraction, the numerator of which is 360 and the denominator of which is the actual number of days in the related Accrual Period for such Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes or Class M-2UB Notes, as applicable, for such Payment Date.

(10) The Class B-3H Reference Tranche is not a Note. It is deemed to bear interest at the Class Coupon shown solely for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts.

(11) The X-IO Interest will be an uncertificated interest issued by the Trust and held by us.

(12) The X-IO Interest will have no principal balance.

(13) The X-IO Interest will represent the entitlement on any Payment Date to the excess, if any, of (i) the amount payable in respect of the IO Q-REMIC Interest for such Payment Date over (ii) the Transfer Amount with respect to such Payment Date. The X-IO Interest will not be offered.

(14) The Class R and Class RS Certificates, which will be issued by the Trust and retained by us, will constitute REMIC residual interests under the Regulations. The Class R and Class RS Certificates will not be offered, will have no principal balances and will not accrue interest.

(15) See Appendix F for a list of CUSIP numbers.

TABLE 2

AVAILABLE MODIFICATIONS AND COMBINATIONS

Combination	Exchangeable or MACR Class	Original Class Principal Balance/ Notional Principal Amount	Exchange Proportions(1)	MACR Class	Maximum Class Principal Balance/ Notional Principal Amount	Exchange Proportions(1)	Interest Formula(2)	CUSIP Number	Expected Ratings (Fitch/S&P)
1	M-2A M-2B	$165,000,000 $165,000,000	50% 50%	M-2	$330,000,000	100%	One-Month LIBOR + 1.90%	(7)	Bsf/B+ (sf)
2	M-2	$330,000,000	100%	M-2R M-2I	$330,000,000 $330,000,000(3)	100% 100%	One-Month LIBOR + 0.40% 1.50%	(7) (7)	Bsf/B+ (sf) Bsf/B+ (sf)
3	M-2	$330,000,000	100%	M-2S M-2I	$330,000,000 $264,000,000(3)	100% 80%	One-Month LIBOR + 0.70% 1.50%	(7) (7)	Bsf/B+ (sf) Bsf/B+ (sf)
4	M-2	$330,000,000	100%	M-2T M-2I	$330,000,000 $198,000,000(3)	100% 60%	One-Month LIBOR + 1.00% 1.50%	(7) (7)	Bsf/B+ (sf) Bsf/B+ (sf)
5	M-2	$330,000,000	100%	M-2U M-2I	$330,000,000 $132,000,000(3)	100% 40%	One-Month LIBOR + 1.30% 1.50%	(7) (7)	Bsf/B+ (sf) Bsf/B+ (sf)
6	M-2A	$165,000,000	100%	M-2AR M-2AI	$165,000,000 $165,000,000(3)	100% 100%	One-Month LIBOR + 0.40% 1.50%	(7) (7)	BBsf/BB (sf) BBsf/BB (sf)
7	M-2A	$165,000,000	100%	M-2AS M-2AI	$165,000,000 $132,000,000(3)	100% 80%	One-Month LIBOR + 0.70% 1.50%	(7) (7)	BBsf/BB (sf) BBsf/BB (sf)
8	M-2A	$165,000,000	100%	M-2AT M-2AI	$165,000,000 $99,000,000(3)	100% 60%	One-Month LIBOR + 1.00% 1.50%	(7) (7)	BBsf/BB (sf) BBsf/BB (sf)
9	M-2A	$165,000,000	100%	M-2AU M-2AI	$165,000,000 $66,000,000(3)	100% 40%	One-Month LIBOR + 1.30% 1.50%	(7) (7)	BBsf/BB (sf) BBsf/BB (sf)
10	M-2B	$165,000,000	100%	M-2BR M-2BI	$165,000,000 $165,000,000(3)	100% 100%	One-Month LIBOR + 0.40% 1.50%	(7) (7)	Bsf/B+ (sf) Bsf/B+ (sf)
11	M-2B	$165,000,000	100%	M-2BS M-2BI	$165,000,000 $132,000,000(3)	100% 80%	One-Month LIBOR + 0.70% 1.50%	(7) (7)	Bsf/B+ (sf) Bsf/B+ (sf)
12	M-2B	$165,000,000	100%	M-2BT M-2BI	$165,000,000 $99,000,000(3)	100% 60%	One-Month LIBOR + 1.00% 1.50%	(7) (7)	Bsf/B+ (sf) Bsf/B+ (sf)
13	M-2B	$165,000,000	100%	M-2BU M-2BI	$165,000,000 $66,000,000(3)	100% 40%	One-Month LIBOR + 1.30% 1.50%	(7) (7)	Bsf/B+ (sf) Bsf/B+ (sf)
14	M-2B M-2AI	$165,000,000 $165,000,000(3)	100% (5)	M-2RB	$165,000,000(4)	100%	(6)	(7)	Bsf/B+ (sf)
15	M-2B M-2AI	$165,000,000 $132,000,000(3)	100% (5)	M-2SB	$165,000,000(4)	100%	(6)	(7)	Bsf/B+ (sf)
16	M-2B M-2AI	$165,000,000 $99,000,000(3)	100% (5)	M-2TB	$165,000,000(4)	100%	(6)	(7)	Bsf/B+ (sf)
17	M-2B M-2AI	$165,000,000 $66,000,000(3)	100% (5)	M-2UB	$165,000,000(4)	100%	(6)	(7)	Bsf/B+ (sf)
18	B-1A B-1B	$43,500,000 $43,500,000	50% 50%	B-1	$87,000,000	100%	One-Month LIBOR + 2.35%	(7)	NR/NR
19	B-1A	$43,500,000	100%	B-1AR B-1AI	$43,500,000 $43,500,000(3)	100% 100%	One-Month LIBOR + 0.85% 1.50%	(7) (7)	NR/NR NR/NR
20	B-2A B-2B	$51,500,000 $51,500,000	50% 50%	B-2	$103,000,000	100%	One-Month LIBOR + 5.10%	(7)	NR/NR
21	B-2A	$51,500,000	100%	B-2AR B-2AI	$51,500,000 $51,500,000(3)	100% 100%	One-Month LIBOR + 1.10% 4.00%	(7) (7)	NR/NR NR/NR

(1) Exchange proportions are constant proportions of the original Class Principal Balances (or *original* Notional Principal Amounts, if applicable) of the Exchangeable Classes or MACR Classes, as applicable. In accordance with the exchange proportions, you may exchange the Exchangeable Notes for MACR Notes, and vice versa. In addition, in the case of Combinations 2, 3, 4 and 5, in accordance with the exchange proportions, the indicated MACR Notes may further be exchanged for other MACR Notes, and vice versa. In addition in the case of Combinations 14, 15, 16 and 17, in accordance with the exchange proportions, the indicated MACR Notes and Exchangeable Notes may be further exchanged for other MACR Notes, and vice versa.

(2) In the event that One-Month LIBOR for any Accrual Period is less than zero, the Class Coupons of the Interest Only MACR Notes may be subject to downward adjustment such that the aggregate amount of interest payable to such MACR Notes and the other MACR 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 (or related MACR Notes in the case of the related Combinations listed in Table 2).

(3) Notional Principal Amount.

(4) Represents the maximum Class Principal Balance of the Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes and Class M-2UB Notes; provided, however, if the outstanding Class Principal Balance of the Class M-2B Notes with respect to any Payment Date is reduced to zero and the Notional Principal Amount of the Class M-2AI Notes is greater than zero, then the Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes and Class M-2UB Notes will no longer have a Class Principal Balance, but will instead have a Notional Principal Amount equal to the portion of the Class M-2AI Notes exchanged for such Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes or Class M-2UB Notes, as applicable.

(5) The Notional Principal Amount of the MACR Class being exchanged equals the proportionate interest of the original Class Principal Balance of the Exchangeable Class (for the avoidance of doubt, the Class M-2B Notes) being exchanged in such Combination.

(6) The Class Coupon for each of the Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes and Class M-2UB Notes with respect to any Payment Date and the related Accrual Period will be a per annum rate equal to the product of (i) a fraction, the numerator of which is the aggregate Interest Payment Amount from the portions of the Class M-2B Notes and Class M-2AI Notes that were exchanged for such Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes or Class M-2UB Notes, as applicable, and the denominator of which is (a) for so long as the Class Principal Balance of the Class M-2B Notes is greater than zero, the outstanding Class Principal Balance immediately prior to such Payment Date of such Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes or Class M-2UB Notes, as applicable, or (b) for so long as the Class Principal Balance of the Class M-2B Notes is zero and the Notional Principal Amount of the Class M-2AI Notes is greater than zero, the outstanding Notional Principal Amount immediately prior to such Payment Date of the portions of the Class M-2AI Notes that were exchanged for such Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes or Class M-2UB Notes, as applicable, and (ii) a fraction, the numerator of which is 360 and the denominator of which is the actual number of days in the related Accrual Period for such Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes or Class M-2UB Notes, as applicable, for such Payment Date.

(7) See Appendix F for a list of CUSIP numbers.

Exchange Procedures

Notice

Any Holder wishing to exchange Notes must notify the Exchange Administrator by email at ctssfexchanges@citi.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 MACR 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 February 2020.

THIS MEMORANDUM CONTAINS SUBSTANTIAL INFORMATION ABOUT THE NOTES AND THE OBLIGATIONS OF US, 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 BE SOLD ONLY (I) IN THE UNITED STATES TO QUALIFIED INSTITUTIONAL BUYERS WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT AND (II) IN “OFFSHORE TRANSACTIONS” TO PERSONS WHO ARE NOT “U.S. PERSONS,” AS SUCH TERMS ARE DEFINED IN, AND IN ACCORDANCE WITH, REGULATION S UNDER THE SECURITIES ACT. THE NOTES WILL NOT BE REGISTERED UNDER

THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. 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. The Notes are being offered as a private placement, and may be sold or transferred only (i) in the United States to "qualified institutional buyers" within the meaning of Rule 144A under the Securities Act or (ii) in "offshore transactions" to persons who are not "U.S. persons," as such terms are defined in, and in accordance with, Regulation S under the Securities Act. Any holder or proposed transferee 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.

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 TRANSFER AMOUNT, 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

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 TRUST 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 THE PROSPECTUS REGULATION (AS DEFINED BELOW).

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 (THE "EEA"). 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 2016/97/EU, 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 REGULATION 2017/1129/EU (AS AMENDED, THE "PROSPECTUS REGULATION").

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 EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

FURTHERMORE, THIS MEMORANDUM HAS BEEN PREPARED ON THE BASIS THAT ANY OFFER OF NOTES IN THE EEA WILL ONLY BE MADE TO A LEGAL ENTITY WHICH IS A QUALIFIED INVESTOR UNDER THE PROSPECTUS REGULATION. ACCORDINGLY, ANY PERSON MAKING OR INTENDING TO MAKE AN OFFER IN THE EEA OF THE NOTES MAY ONLY DO SO WITH RESPECT TO QUALIFIED INVESTORS. NONE OF THE TRUST 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 TRUST, 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 TRUST 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 TRUST 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 October 2019, FHFA released a new Strategic Plan for the conservatorships of Freddie Mac and Fannie Mae. The 2019 Strategic Plan provides a framework for how FHFA will guide Freddie Mac and Fannie Mae to fulfill their statutory missions, focus on safety and soundness and prepare for a responsible end to the conservatorships.

The three objectives of this new Strategic Plan are to ensure that Freddie Mac and Fannie Mae:

- Focus on their core mission responsibilities to foster competitive, liquid, efficient and resilient national housing finance markets that support sustainable homeownership and affordable rental housing;
- Operate in a safe and sound manner appropriate for entities in conservatorship; and
- Prepare for their eventual exits from the conservatorships.

FHFA also released a new annual Conservatorship Scorecard for Freddie Mac and Fannie Mae. This new 2020 Conservatorship Scorecard aligns tactical priorities and execution at Freddie Mac and Fannie Mae to the 2019 Strategic Plan and serves as a tool in holding them accountable for its effective implementation. For information about the 2020 Conservatorship Scorecard, see our current report on Form 8-K filed on October 29, 2019.

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. As of September 30, 2019, the aggregate liquidation preference of the Senior Preferred Stock was $77.5 billion and will increase to $79.3 billion on December 31, 2019. As of September 30, 2019, 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 July 1, 2019 and thereafter will be $20.0 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***.

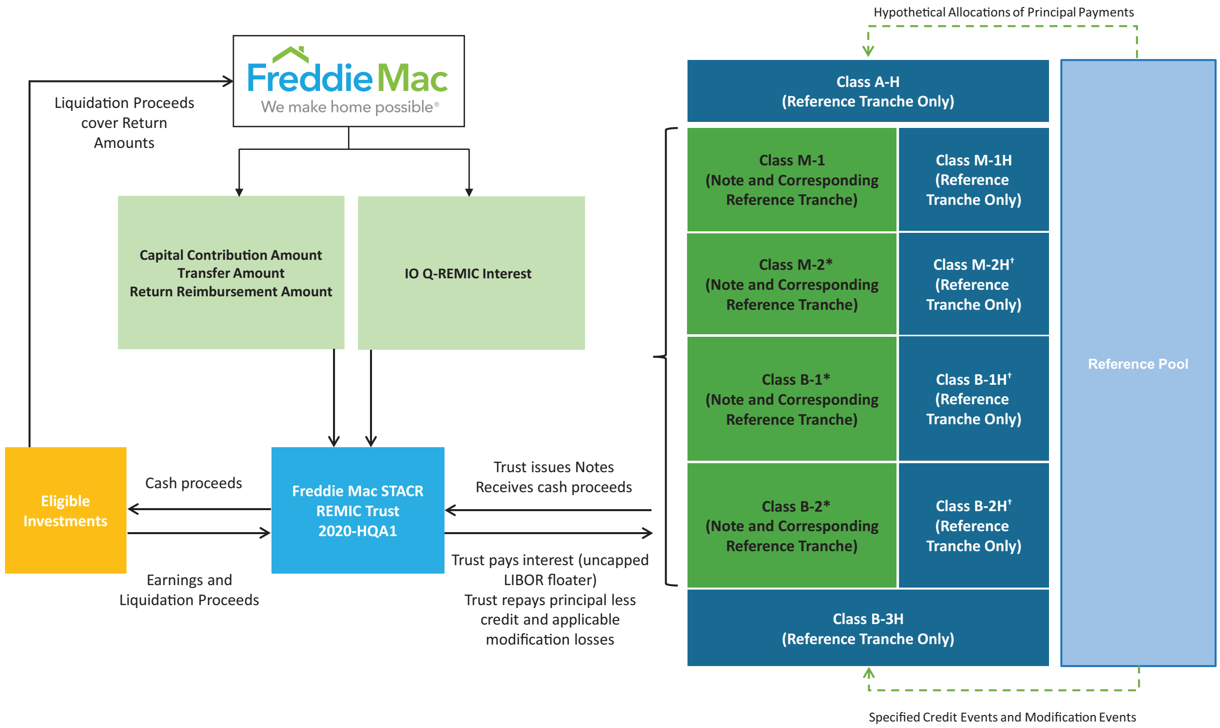
We also make available on our internet website certain pool- and mortgage loan-level information regarding mortgage loans we securitized based on information furnished to us by the sellers and servicers of such mortgage loans. Certain pool or mortgage loan-level information provided in this Memorandum, 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.

---

* We provide this and other internet addresses solely for the information of 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



* The Class M-2A and Class M-2B Notes and corresponding Reference Tranches relate to the Class M-2 Notes; the Class B-1A and Class B-1B Notes and corresponding Reference Tranches relate to the Class B-1 Notes; and the Class B-2A and Class B-2B Notes and corresponding Reference Tranches relate to the Class B-2 Notes. The Class M-2A and Class M-2B Notes are exchangeable for the Class M-2 Notes, and vice versa, pursuant to Combination 1 described in Table 2; the Class B-1A and Class B-1B Notes are exchangeable for the Class B-1 Notes, and vice versa, pursuant to Combination 18 described in Table 2; and the Class B-2A and Class B-2B Notes are exchangeable for the Class B-2 Notes, and vice versa, pursuant to Combination 20 described in Table 2. In addition, certain Classes of MACR Notes can be further exchanged for other Classes of MACR Notes, and vice versa, as described in Table 2.

† The Class M-2H Reference Tranche illustrated in the transaction diagram above represents the combination of the Class M-2AH and Class M-2BH Reference Tranches. The Class B-1H Reference Tranche illustrated in the transaction diagram above represents the combination of the Class B-1AH and Class B-1BH Reference Tranches. The Class B-2H Reference Tranche illustrated in the transaction diagram above represents the combination of the Class B-2AH and Class B-2BH Reference Tranches. The Class M-2 Notes and corresponding Reference Tranche illustrated in the transaction diagram above represent the combination of the Class M-2A and Class M-2B Notes and the corresponding Reference Tranches. The Class B-1 Notes and corresponding Reference Tranche illustrated in the transaction diagram above represent the combination of the Class B-1A and Class B-1B Notes and the corresponding Reference Tranches. The Class B-2 Notes and corresponding Reference Tranche illustrated in the transaction diagram above represent the combination of the Class B-2A and Class B-2B Notes and the corresponding Reference Tranches.

TABLE 3

CLASSES OF REFERENCE TRANCHES

Classes of Reference Tranches	Initial Class Notional Amount	Initial Subordination[1]
Class A-H	$23,236,597,522	4.250%
Class M-1 and Class M-1H[2]	$ 303,349,837	3.000%[3]
Class M-2A and Class M-2AH[4]	$ 230,545,876	2.050%[5]
Class M-2B and Class M-2BH[6]	$ 230,545,876	1.100%[7]
Class B-1A and Class B-1AH[8]	$ 60,669,967	0.850%[9]
Class B-1B and Class B-1BH[10]	$ 60,669,967	0.600%[11]
Class B-2A and Class B-2AH[12]	$ 60,669,967	0.350%[13]
Class B-2B and Class B-2BH[14]	$ 60,669,967	0.100%[15]
Class B-3H	$ 24,267,989	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 M-1 and Class M-1H Reference Tranches are *pro rata* with each other. The initial Class Notional Amount shown is the aggregate amount for the Class M-1 and Class M-1H Reference Tranches combined. The initial Class Notional Amount of the Class M-1 Reference Tranche is $218,000,000 (which corresponds to the original Class Principal Balance of the Class M-1 Notes) and the initial Class Notional Amount for the Class M-1H Reference Tranche is $85,349,837.

(3) Represents the initial subordination and credit enhancement available to the Class M-1 and Class M-1H Reference Tranches in the aggregate.

(4) Pursuant to the hypothetical structure, the Class M-2A and Class M-2AH Reference Tranches are *pro rata* with each other. The initial Class Notional Amount shown is the aggregate amount for the Class M-2A and Class M-2AH Reference Tranches combined. The initial Class Notional Amount of the Class M-2A Reference Tranche is $165,000,000 (which corresponds to the original Class Principal Balance of the Class M-2A Notes) and the initial Class Notional Amount for the Class M-2AH Reference Tranche is $65,545,876.

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

(6) Pursuant to the hypothetical structure, the Class M-2B and Class M-2BH Reference Tranches are *pro rata* with each other. The initial Class Notional Amount shown is the aggregate amount for the Class M-2B and Class M-2BH Reference Tranches combined. The initial Class Notional Amount of the Class M-2B Reference Tranche is $165,000,000 (which corresponds to the original Class Principal Balance of the Class M-2B Notes) and the initial Class Notional Amount for the Class M-2BH Reference Tranche is $65,545,876.

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

(8) Pursuant to the hypothetical structure, the Class B-1A and Class B-1AH Reference Tranches are *pro rata* with each other. The initial Class Notional Amount shown is the aggregate amount for the Class B-1A and Class B-1AH Reference Tranches combined. The initial Class Notional Amount of the Class B-1A Reference Tranche is $43,500,000 (which corresponds to the original Class Principal Balance of the Class B-1A Notes) and the initial Class Notional Amount for the Class B-1AH Reference Tranche is $17,169,967.

(9) Represents the initial subordination and credit enhancement available to the Class B-1A and Class B-1AH Reference Tranches in the aggregate.

(10) Pursuant to the hypothetical structure, the Class B-1B and Class B-1BH Reference Tranches are *pro rata* with each other. The initial Class Notional Amount shown is the aggregate amount for the Class B-1B and Class B-1BH Reference Tranches combined. The initial Class Notional Amount of the Class B-1B Reference Tranche is $43,500,000 (which corresponds to the original Class Principal Balance of the Class B-1B Notes) and the initial Class Notional Amount for the Class B-1BH Reference Tranche is $17,169,967.

(11) Represents the initial subordination and credit enhancement available to the Class B-1B and Class B-1BH Reference Tranches in the aggregate.

(12) 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 $51,500,000 (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 $9,169,967.

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

(14) 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 $51,500,000 (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 $9,169,967.

(15) 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 Indenture will 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 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 MACR 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 MACR Notes (or any MACR Notes further exchanged for such MACR Notes pursuant to an applicable Combination) in accordance with the exchange proportions applicable to the related Combination.

Pursuant to the Indenture, the Class M-1 Reference Tranche will correspond to the Class M-1 Notes, the Class M-2A Reference Tranche will correspond to the Class M-2A Notes, the Class M-2B Reference Tranche will correspond to the Class M-2B Notes, the Class B-1A Reference Tranche will correspond to the Class B-1A Notes, the Class B-1B Reference Tranche will correspond to the Class B-1B Notes, 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 M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Reference Tranche will result in a corresponding reduction in the Class Principal Balance of the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, 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 M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Reference Tranche pursuant to the applicable priorities set forth in the definition of "Modification Loss Priority" in the *"Glossary of Significant Terms"* 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, as described herein, result in a corresponding reduction of the Interest Payment Amount of the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, 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 M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Reference Tranche, will result in a corresponding payment of principal on such Payment Date to the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Notes, respectively. As a result of the correlation between the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, 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 Collateral Administration 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. Because the Trust will not issue any notes that correspond to the Class A-H, Class M-1H, Class M-2AH, Class M-2BH, Class B-1AH, Class B-1BH, Class B-2AH, Class B-2BH and Class B-3H Reference Tranches, we will initially retain the credit risk represented by such Classes of Reference Tranches. If we were to exercise our option to cause the Trust to retire any Notes that we own, the Class Notional Amount of any of the Class M-1H, Class M-2AH, Class M-2BH, Class B-1AH, Class B-1BH, Class B-2AH or Class B-2BH Reference Tranches will be increased by the aggregate amount of Notes Retirement Amounts allocated to reduce the Class Notional Amount of the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Reference Tranche, respectively, in connection with the retirement of such Notes. We will, therefore, reacquire the credit risk with respect to the Reference Pool represented by such retired Notes. On the Closing Date:

- the Class M-1H Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class M-1 and Class M-1H Reference Tranches,
- the Class M-2AH Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class M-2A and Class M-2AH Reference Tranches,
- the Class M-2BH Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class M-2B and Class M-2BH Reference Tranches,
- the Class B-1AH Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class B-1A and Class B-1AH Reference Tranches,
- the Class B-1BH Reference Tranche will represent no less than 5% of the combined initial Class Notional Amount of the Class B-1B and Class B-1BH Reference Tranches,
- 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 M-1 and Class M-1H Reference Tranches (in the aggregate), (iii) the Class M-2A and Class M-2AH Reference Tranches (in the aggregate), (iv) the Class M-2B and Class M-2BH Reference Tranches (in the aggregate), (v) the Class B-1A and Class B-1AH Reference Tranches (in the aggregate), (vi) the Class B-1B and Class B-1BH Reference Tranches (in the aggregate), (vii) the Class B-2A and Class B-2AH Reference Tranches (in the aggregate), (viii) the Class B-2B and Class B-2BH Reference Tranches (in the aggregate), or (ix) 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 Notes will be scheduled to mature on the Payment Date in January 2050, but will be subject to redemption prior thereto if certain events occur that result in the designation of an Early Termination Date. See *"Description of the Notes — Scheduled Maturity Date and Early Redemption Date"*.

The Trust will use the aggregate net proceeds realized from the sale of the Notes to purchase Eligible Investments. 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. On each Payment Date, the Trust will pay interest on the Notes from (i) investment earnings on the Eligible Investments, (ii) the Transfer Amount due from us with respect to such Payment Date under the Collateral Administration Agreement (it being understood that the IO Yield for such Payment Date will be deemed to satisfy, up to the amount of such IO Yield, our obligation to pay such Transfer Amount) and (iii) the Index Component Contribution due from us with respect to such Payment Date under the Capital Contribution Agreement.

On the Closing Date, we will enter into the Collateral Administration Agreement and the Capital Contribution Agreement with the Trust and the Indenture Trustee.

Under the Collateral Administration Agreement, subject to the satisfaction of certain conditions, in any given calendar month we will be required to pay the Transfer Amount and Return Reimbursement Amount, if any, to the Trust and the Trust will be required to pay the Return Amount, if any, to us. The Collateral Administration Agreement and Capital Contribution Agreement will permit netting of the Return Amount due on any Payment Date against the Transfer Amount, Return Reimbursement Amount and Capital Contribution Amount due 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 connection with any Payment Date. See *"The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — Netting of Payments"*.

Each of the Collateral Administration Agreement and the Capital Contribution Agreement will terminate in their entirety on, and no further payments will be made by us to the Trust or by the Trust to us, as applicable, after, the Termination Date (whether on or prior to the Scheduled Maturity Date, including as the result of the designation of the Early Termination Date).

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	Citibank, N.A.
Owner Trustee	Wilmington Trust, National Association.
Exchange Administrator	Citibank, N.A.
Investment Manager	BlackRock Financial Management, Inc.
Administrator	Freddie Mac.
Custodian	The Bank of New York Mellon.
The Trust	The Freddie Mac STACR REMIC Trust 2020-HQA1 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 Collateral Administration Agreement; (b) to enter into and perform its obligations under the Capital Contribution Agreement; (c) to enter into and perform its obligations under the Indenture; (d) to enter into and perform its obligations under the Investment Management Agreement; (e) to enter into and perform its obligations under the Administration Agreement; (f) to enter into and perform its obligations under the Account Control Agreement; (g) to enter into and perform its obligations under the Note Purchase Agreement; (h) to issue the Notes, the Residual Certificates and the X-IO Interest pursuant to the Indenture and the Owner Certificate pursuant to the Trust Agreement; (i) to enter into and perform its obligations under the other Basic Documents; (j) 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 (k) 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 Trust Assets will be comprised of 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 IO Q-REMIC Interest, (c) the Distribution Account and any amounts from time to time on deposit therein, (d) the Custodian Account and any amounts from time to time on deposit therein, (e) all Eligible Investments and all income realized from the investment thereof, (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 Trust. All of the Trust Assets, other than the Trust's rights under the Collateral Administration Agreement and the Capital Contribution Agreement, will be pledged to secure the Trust's payment obligations under the Collateral Administration Agreement. In addition, all of the Trust Assets will be pledged to secure the Trust's payment obligations to the Noteholders under the Indenture.
The Notes	On the Closing Date, the Trust will issue the Notes pursuant to the Indenture.
Original Notes	The Class M-1 Notes, Class M-2A Notes, Class M-2B Notes, Class B-1A Notes, Class B-1B Notes, Class B-2A Notes and Class B-2B Notes.
Exchangeable Notes and MACR Notes	The Exchangeable Notes, in whole or in part, will be modifiable and combinable with the MACR Notes (and vice versa) and certain Classes of MACR Notes may be further exchanged for other Classes of MACR Notes, each as shown in Table 2.
Closing Date	On or about February 4, 2020.
Scheduled Maturity Date	The Payment Date in January 2050.
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 cash proceeds from the sale of the Notes to purchase Eligible Investments. The Indenture Trustee will use the earnings on and proceeds of the Eligible Investments to make any payments of Return Amounts to us and, together with any Transfer Amounts, Return Reimbursement Amounts and Capital Contribution Amounts paid by us to the Trust and any interest payments on the IO Q-REMIC Interest received by the Trust, to make payments of principal and interest on the Notes.
Ratings of the Notes	It is a condition to the issuance of the Notes that the Rated Notes receive the ratings set forth in Table 1 from the Rating Agencies. No other Notes will be rated and we have no obligation to obtain ratings for the Notes in the future. The ratings of the Rated Notes will be subject to revision, withdrawal or suspension by the Rating Agencies from time to time and at any time. See *"Ratings"*.
The Offering	The Notes are being offered and sold only (i) in the United States to "qualified institutional buyers," as such term is defined in Rule 144A under the Securities Act, and (ii) in "offshore transactions" to persons that are not "U.S. persons," as such terms are defined in, and in accordance with, Regulation S under the Securities Act. 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 February 2020 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 MACR Notes) in an amount equal to the portion of the Senior Reduction Amount, Subordinate Reduction Amount and/or Supplemental 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. With respect to any Class of 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 MACR 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 Return Amount 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 MACR 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 MACR Notes). If on any Payment Date a Class of MACR 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 MACR Notes (and subsequent exchanges thereof) will be allocated to, and paid to the Holders of, such MACR 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 Collateral Administration 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 pay a Return Amount, the Trust will allocate proceeds of the Eligible Investments to such payment before allocating any proceeds of the Eligible Investments to pay amounts owed on the Notes, including any Notes Retirement Amount payable by the Trust. This will coincide with Tranche Write-down Amounts being allocated to one or more Reference Tranches that correspond to one or more Classes of Notes in an aggregate amount equal to such Return Amount and the corresponding reduction of the Class Principal Balance of each such Class of 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 MACR 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 Holders will receive payments of principal.

See *"Prepayment and Yield Considerations"*.

Status and Subordination . . . . The Notes and the obligation of the Trust to pay Return Amounts to us will be limited recourse obligations of the Trust. With respect to any Payment Date, a portion of the Eligible Investments will be liquidated in the amount necessary to pay the net Return Amount owed by the Trust to us, if any, the amount of principal owed by the Trust on the Notes, if any, and the Notes Retirement Amount owed by the Trust to us, if any. The proceeds of such liquidated Eligible Investments will be allocated to payment of the Return Amount, if any, owed to us with respect to such Payment Date before being allocated to payments of principal on the Notes and to payment of any Notes Retirement Amount. Except as described in the *third* through *twelfth* 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 M-1 Notes will be senior in right of payment to the Class M-2A Notes, the Class M-2A Notes will be senior in right of payment to the Class M-2B Notes, the Class M-2B Notes will be senior in right of payment to the Class B-1A Notes, the Class B-1A Notes will be senior in right of payment to the Class B-1B Notes, the Class B-1B Notes will be senior in right of payment to the Class B-2A Notes and 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 with respect to the Reference Obligations and (ii) interest amount reductions as a result of Modification Events with respect to 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 (or more in the case of investments satisfying clause (b) of the definition of "Eligible Investments" in the *"Glossary of Significant Terms"*) 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.

Collateral Administration Agreement and Capital Contribution Agreement . . . . On the Closing Date, we will enter into the Collateral Administration Agreement with the Trust and the Indenture Trustee pursuant to which the Trust will provide credit protection to us with respect to the Reference Pool.

Under the Collateral Administration Agreement, we will be required to pay to the Trust the Transfer Amount and Return Reimbursement Amount, if any, on the Business Day prior to each Payment Date. See *"The Agreements — The Collateral Administration Agreement and* *the Capital Contribution Agreement — The Collateral Administration Agreement*".

Under the Collateral Administration Agreement, the Trust will be required, subject to the satisfaction of certain conditions, to pay the Return Amount to us based on the Credit Events and Modification Events that occurred during the related Reporting Period.

On the Closing Date, we will also enter into the Capital Contribution Agreement with the Trust and the Indenture Trustee. Under the Capital Contribution Agreement, we will be required to pay to the Trust the Capital Contribution Amount, if any, on the Business Day prior to each Payment Date. See *"The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — The Capital Contribution Agreement"*.

The Collateral Administration Agreement and Capital Contribution Agreement will permit netting of the Return Amount owed to us by the Trust on any Payment Date against any Transfer Amount, Return Reimbursement Amount and Capital Contribution Amount 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 connection with any Payment Date. See *"The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — Netting of Payments"*.

After the payment of any Notes Retirement Amount on any Payment Date, the amounts of any Return Amount, Transfer Amount and Return Reimbursement Amount owed under the terms of the Collateral Administration Agreement for succeeding Payment Dates will be reduced, as applicable, as a result of the adjustment in the Class Notional Amount of any Class of Reference Tranche corresponding to such retired Notes in connection with the payment of such Notes Retirement Amount.

Reference Pool . . . . The Reference Pool will consist of the Reference Obligations. The Reference Obligations are (i) mortgage loans that meet the Eligibility Criteria, we securitized between April 1, 2019 and June 30, 2019 and were originated on or after January 1, 2015 and (ii) subject to the satisfaction of certain conditions described in the definition of "Reference Pool Removal" in the *"Glossary of Significant Terms"*, 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, including certain loan-to-value thresholds, and must have no Underwriting Defects, Major Servicing Defects or Minor Servicing Defects that were known to us as of December 3, 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 E 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 E 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 may be held as investment and may be sold from time to time in our sole discretion. Pursuant to the Indenture, we have the right to cause any Notes we acquire to be retired by the Trust. See *"The Agreements — The Indenture — Optional Retirement of Notes Owned by Freddie Mac"*.

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 Collateral Administration Agreement and the Indenture. The Notes will be obligations (or interests in such obligations) of the Trust only. The MACR Notes will 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 will be 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. These roles and our relationships with the related sellers and servicers of mortgage loans that are Reference Obligations 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 B-3H Reference Tranche 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 shown in Table 1. The Indenture Trustee will calculate the Class Coupon for the Notes or the Class B-3H Reference Tranche 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 February 2020. 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 Income Tax Consequences . . . . The Notes will represent ownership of the "regular interests" in one or more REMICs and certain other rights under an NPC. Unless the IRS provides favorable guidance (prior to any Enhanced Relief Refinance Reference Obligation becoming part of the Reference Pool) permitting Enhanced Relief Refinance Reference Obligations to be covered within the Q-REMIC, the Notes will also represent obligations that are outside of any REMIC for losses attributable to

Credit Events with respect to any Enhanced Relief Refinance Reference Obligations that become part of the Reference Pool. The Residual Certificates will represent ownership of the "residual interest" in each REMIC.

In general, regular interests in a REMIC are taxed as debt instruments for U.S. federal income tax purposes under the Code. With respect to the REMIC regular interests corresponding to the Notes, depending upon, among other things, the purchase price paid (or deemed paid) for such Notes, such interests may be treated as issued with OID or premium for U.S. federal income tax purposes. Holders of the Notes should consult their tax advisors regarding the U.S. federal income tax consequences of purchasing, owning and disposing of such Notes.

Each Class of MACR Notes represents interests in the related Exchangeable Notes for U.S. federal income tax purposes. The arrangements pursuant to which the MACR Notes are created and administered will be classified as grantor trusts for U.S. federal income tax purposes.

See "*Certain United States Federal Income 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 . . . . Fiduciaries or other persons acting on behalf of or using the assets of (i) any employee benefit plan or arrangement, including an IRA, subject to ERISA, Section 4975 of the Code, or any Similar Law or (ii) an entity which is deemed to hold the assets of such Plan, should carefully review with their legal advisors whether the purchase or holding of a Note could give rise to a transaction prohibited or not otherwise permissible under ERISA, the Code or Similar Law.

Subject to the considerations and conditions described under *"Certain ERISA Considerations"*, it is expected that the Original Class M Notes and the Class M MACR Notes may be acquired by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. The Original Class B Notes and Class B MACR 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 Considerations	We do not consider the Trust to be a "commodity pool" as such term is defined in the Commodity Exchange Act and, therefore, no person associated with the Trust should be subject to registration with the CFTC as a CPO. If we subsequently determine that the Trust is a "commodity pool," then we or another Transaction Party may be subject to CPO registration absent an exemption. In this case, we may either (i) cause an early termination of the Collateral Administration Agreement and the Capital Contribution Agreement, which would result in redemption of the Notes prior to the Scheduled Maturity Date, or (ii) we, or another Transaction Party, may register as a CPO. If we determine that the Trust is a "commodity pool" under the Commodity Exchange Act, we will direct the Indenture Trustee to notify Noteholders as to our proposed course of action, including whether we intend to claim an exemption from CPO registration, effect an early redemption of the Notes, or register as a CPO. You should consult your legal advisors to determine whether, and to what extent, you would be impacted if the Trust were to be deemed a "commodity pool" and investments in the Notes were to be deemed an investment in commodity interests that could subject the investor to regulation as a "commodity pool". See *"Risk Factors — Investment Factors and Risks Related to the Notes — Risks Associated with the Commodity Exchange Act"* in this Memorandum.

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 MACR Notes reflect the risks and uncertainties of the related Exchangeable Notes that may be exchanged for such MACR Notes. Accordingly, investors in the MACR 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 Trust, 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 Trust's obligations to pay us under the Collateral Administration Agreement.
- Although investment earnings on Eligible Investments in the Custodian Account and distributions on the IO Q-REMIC Interest will be deposited in the Distribution Account prior to each Payment Date, such amounts may be less than the amounts needed to pay the full amount of interest payable on the Notes on the related Payment Date. If we do not make payments required under the Collateral Administration Agreement or the Capital Contribution Agreement, the Trust may be unable to pay the full amount of interest payable on the Notes.
- If we fail to pay any Return Reimbursement Amount, or any amount we are required to pay in respect of the Transfer Amount or Capital Contribution Amount with respect to any Payment Date, there may be insufficient funds available to pay principal or interest, as applicable, on the Notes on such Payment Date.

- 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 paying the Capital Contribution Amount, in full, 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 Trust only and will be payable without recourse to the Trust except to the extent of the Collateral, which the Trust will pledge on the Closing Date to the Indenture Trustee for the benefit of us 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 Trust 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.
- The Notes will be subject to redemption on the 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. Holders of Notes that were purchased at a premium or Holders of Interest-Only MACR Notes may not recover their investments in such Notes if an early redemption occurs.

Risks Associated with the Collateral Administration Agreement and the Capital Contribution Agreement

The Notes are Subordinate to Certain Payments Payable to Us

Under the Collateral Administration Agreement, on each Payment Date, the Trust may be required to pay a Return Amount to us equal to the aggregate amount of Tranche Write-down Amounts, if any, allocated to the Notes on such Payment Date (before giving effect to payments to Noteholders made on such Payment Date). If a Return Amount is payable to us on a Payment Date, the Trust will make such payment prior to payments to the Noteholders from the Distribution Account. As a result, the amounts available to make payments of principal on the Notes will be reduced to the extent of any payments to us of Return Amounts.

Our Payments are not Guaranteed by the United States or any Other Person

The United States does not guarantee our payment obligations under the Collateral Administration Agreement or the Capital Contribution Agreement. Our obligations under the Collateral Administration Agreement and the Capital Contribution Agreement are not debts or obligations (or interests in debts or obligations) of the United States or any agency or instrumentality of the United States. In addition, 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.

Pursuant to the Collateral Administration Agreement, we are obligated to pay Transfer Amounts (it being understood that the IO Yield for a Payment Date will be deemed to satisfy, up to the amount of such IO Yield, such payment obligation for the related Payment Date) and Return Reimbursement Amounts to the Trust. Pursuant to the Capital Contribution Agreement, we are required to pay Capital Contribution Amounts to the Trust. Our obligations to make such payments under the Collateral Administration Agreement and the Capital Contribution Agreement are unsecured contractual obligations. Noteholders bear the risk that we may fail to pay any such amounts due to the Trust, which could result in a shortfall of funds available to pay interest on the Notes on the related Payment Date.

We may Assign our Obligations under the Collateral Administration Agreement and Capital Contribution Agreement to a Third Party

Subject to the satisfaction of certain conditions described in *"The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — Assignment"*, we will be permitted to assign our obligations under the Collateral Administration Agreement and Capital Contribution Agreement to a successor. Upon any such assignment, Noteholders would be exposed to the credit risk of such successor, and Noteholders could fail to receive the full amount of principal or interest payable on a Payment Date in the event such third party assignee does not pay the Transfer Amount, Return Reimbursement Amount and/or Capital Contribution Amount, if any, for such Payment Date. In addition, assignment to a successor may negatively impact the value and liquidity of the Notes in the secondary market.

The Notes are Subject to an Indenture Event of Default or Redemption in the Event of an Early Termination of the Collateral Administration Agreement and the Capital Contribution Agreement

The Collateral Administration Agreement and the Capital Contribution Agreement are subject to early termination on the Early Termination Date.

Potential investors should consider that if the Collateral Administration Agreement and the Capital Contribution Agreement are terminated prior to the Maturity Date, the Notes will be redeemed on the corresponding Early Redemption Date under the Indenture. Such early redemption may occur earlier, and may occur significantly earlier, than the Scheduled Maturity Date and investors will bear the reinvestment risk of any payment received in connection with such early redemption.

See *"The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement."*

Risks Relating to the Notes Being Linked to the Reference Pool

The Notes Bear the Risk of Credit Events and Modification Events with respect to the Reference Pool

The Notes are not backed or secured by the Reference Obligations and payments on the Reference Obligations (other than certain interest payments from Reference Obligations distributable in respect of the IO Q-REMIC Interest) 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 with respect to 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 MACR Notes (including any Class of MACR Notes that has been further exchanged for other Classes of MACR Notes pursuant to an applicable Combination). 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 MACR Notes (including any Class of MACR Notes that has been further exchanged for other Classes of MACR Notes pursuant to an applicable Combination). It should be noted that certain Classes of Notes (and any related MACR 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 of Notes (and any related MACR Notes) immediately subordinate to them and before the allocation of Modification Loss Amounts to reduce the Class Principal Balance of the Class of Notes (and any related MACR Notes) immediately subordinate to them. 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

The Trust will not have a contractual relationship 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 the 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 E 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.

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 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 E. 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. In addition, to the extent our quality control or quality assurance review 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 after the Closing Date 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. 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 E.

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 E. As of the Cut-off Date, approximately 43.8% of the Reference Obligations by Cut-off Date Balance are 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 E 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 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 Reference Obligations (392 by loan count, which is approximately 0.41% of the Reference Pool), but not for the remaining Reference Obligations. The Third-Party Diligence Provider was limited to selecting the Diligence Sample from the Available Sample. The Available Sample consists 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 392 mortgage loans in the Diligence Sample were selected randomly rather than on a targeted basis. As a result, the Diligence Sample may be of more limited use than a targeted sample for identifying errors with respect to mortgage loans that may have a higher propensity for default. Had the Diligence 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 for 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. 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 experiencing Credit Events or Modification Events in the future. Additionally, our own credit related quality control process revealed an error rate of approximately 1.3%. Accordingly, if the error rate on the entire Initial Cohort Pool is also 1.3% 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 the 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 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 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 Reference Pool included in this Memorandum. In connection with such data review, 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. Further, because we did not update the mortgage loan data tape 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 (e.g., in certain instances, we identified such factors where the Third-Party Diligence Provider did not (seven mortgage loans); and conversely, the Third-Party Diligence Provider did not identify such factors where we did not).

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 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 E, 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 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 Union in respect of the arrangements for the United Kingdom's withdrawal 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. On September 9, 2019, the European Union (Withdrawal) (No. 2) Act 2019 received royal assent and passed into law in the United Kingdom. This legislation provided that if by October 19, 2019, either a deal has not been ratified by the United Kingdom Parliament or "no deal" has not been approved by the United Kingdom Parliament, the United Kingdom government will be required to request from the European Union an extension to the United Kingdom's departure date to January 31, 2020 (or another date if the United Kingdom Parliament approves a date suggested by the European Union). Although the United Kingdom government and the European Union reached an agreement on a revised withdrawal agreement on October 17, 2019, this revised deal had not been approved by the United Kingdom Parliament by October 19, 2019. On that day, in accordance with the European Union (Withdrawal) (No. 2) Act 2019, the United Kingdom government sent a request for a further extension to the Article 50 period to the President of the European Union Council. This request was accompanied, however, by a further communication indicating that the United Kingdom government did not wish the European Union to grant such an extension. On October 28, 2019, the European Council agreed to a further extension of the Article 50 period until January 31, 2020. We expect the withdrawal agreement to be approved by the United Kingdom Parliament, though it also needs to be approved by the European Council and the European Parliament. 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, though it has announced subsequent cuts to interest rates since then. To the extent that interest rates were to rise again 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 E. As of the Cut-off Date, none of the Reference Obligations have 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 appraisals or other property valuations with respect to the Reference Obligations 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 CLTV 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. You are encouraged to make your own determination as to the degree of reliance they place on the original LTV ratios and the original CLTV 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 ratios for the Reference Obligations were produced using the ELTV ratio of each Reference Obligation as of the Cut-off Date if an ELTV ratio of such Reference Obligation could be obtained. No ELTV ratio was obtained for approximately 4.64% of the Reference Obligations by Cut-off Date Balance, and therefore, the non-zero weighted average ELTV ratio of the Reference Obligations does not include any ELTV ratio with respect to such Reference Obligations. As of the Cut-off Date, the non-zero weighted average ELTV ratio for the Reference Obligations with an available ELTV ratio was approximately 90.44%. The ELTV ratios for the Reference Obligations were based on valuations of the related mortgaged properties we obtained using HVE. You 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 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 ratios 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 fully.

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 E. 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 with respect to 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 Mezzanine or 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 MACR 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 MACR 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 MACR 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 the anticipated rate of prepayments on the Reference Obligations 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, if 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 Obligation will occur upon the refinancing of such Reference Obligation. 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 MACR 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 MACR 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 LTV 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, approximately 99.9% of the Reference Obligations by Cut-off Date Balance meet the origination date criteria for the Enhanced Relief Refinance Program. See *"General Mortgage Loan Purchase and Servicing — Enhanced Relief Refinance Program"* in Appendix E for a description of the program. Subject to the satisfaction of certain conditions described in the definition of "Reference Pool Removal" in the *"Glossary of Significant Terms"*, 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, 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 E, 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 E. 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 E. 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 E, 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 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 E, 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.

Mortgage Loans Without Mortgage Insurance Policies Will Not Have the Benefit of Any Mortgage Insurance Credit Amounts to Cover Losses

As of the Cut-off Date, approximately 1.29% of the Reference Obligations by Cut-off Date Balance, do not have the benefit of mortgage insurance. Pursuant to the Guide, each mortgage loan with an original LTV ratio that is greater than 80% is required to have a mortgage insurance policy in place when sold to us, except in limited circumstances, including but not limited to (i) mortgage loans refinanced under the Enhanced Relief Refinance Program with LTV ratios greater than 80% for which the original mortgage loan being refinanced was not required to have mortgage insurance coverage, (ii) when we have obtained an alternative credit enhancement that, at a minimum, covers us for losses that would have been otherwise covered by the mortgage insurance policy, (iii) if we obtained such mortgage loan in a bulk mortgage loan sale and based on certain limited property related data reviewed, we determined that such mortgage loan had a current LTV ratio of 80% or less or (iv) where state or local laws limit the ability to require mortgage insurance. The related servicer is required to maintain the mortgage insurance policy unless and until the loan qualifies for the cancellation of mortgage insurance under the Guide. Mortgage insurance generally qualifies for cancellation when the current LTV ratio of a mortgage loan is determined by the related servicer to be 80% or less. Such determination by the related servicer may be based on either the original appraisal or an updated property value. There can be no assurance that such original appraisal or updated property value reflects the current market value of the property at the time of the cancellation of mortgage insurance, and there can be no assurance that the LTV ratio of any Reference Obligation determined at any time in the future will be less than or equal to the LTV ratio determined in connection with any cancellation of mortgage insurance. No Mortgage Insurance Credit Amount will be available to cover any losses if a Reference Obligation, without an effective mortgage insurance policy in place, becomes a Credit Event Reference Obligation. 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 mortgaged property is due to physical damage, including physical damage from certain natural disasters, to such mortgaged property. For further discussion relating to the calculation of LTV ratios and details as to why certain Reference Obligations may not have mortgage insurance, see *"General Mortgage Loan Purchase and Servicing — Underwriting Standards — Loan-to-Value Ratio"* in Appendix E.

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 E. 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 E. 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 E.

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 E. 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 E, 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.

Stearns Holdings LLC, the parent company of Stearns, and certain of its direct and indirect affiliates, and Ditech Holding Corporation, the parent company of Ditech, and certain of its direct and indirect affiliates, have recently filed for federal bankruptcy protection. Affiliates of certain of the Initial Purchasers provide funding to Stearns and/or Ditech in connection with the Chapter 11 proceedings of Stearns Holding LLC and Ditech Holding Corporation and certain of their respective direct and indirect affiliates, as applicable, and receive fees in connection therewith (and in the future may provide additional or other funding). 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"*. As of the Cut-off Date, approximately 0.48% and 0.003% of the Reference Obligations by Cut-off Date Balance were originated and serviced by Stearns, respectively. In addition, as of the Cut-off Date, approximately 0.07% of the Reference Obligations by Cut-off Date Balance were originated by Ditech. None of the Reference Obligations are serviced by Ditech. Freddie Mac has determined that one of the Reference Obligations originated or serviced by Stearns or Ditech has an Unconfirmed Underwriting Defect or an Unconfirmed Servicing Defect, and, accordingly, such Reference Obligation will be removed from the Reference Pool on the first Payment Date. You should be aware that additional Reference Obligations identified through Freddie Mac's on-going quality control process as having Unconfirmed Servicing Defects or Unconfirmed Underwriting Defects because the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligations becomes subject to a bankruptcy, an insolvency proceeding or a receivership will be removed from the Reference Pool on subsequent Payment Dates in accordance with the terms of Indenture. See *"General Mortgage Loan Purchase and Servicing — Servicing Standards"* and *"— Quality Control Process"* in Appendix E for a description of how Major Servicing Defects, Minor Servicing Defects and Underwriting Defects may be discovered through our quality control processes.

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 LTV 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 0.13% 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 CLTV 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

A significant concentration of mortgaged properties underlying the Reference Obligations in any state or region may present unique risks to Noteholders. Any deterioration in housing prices or economic conditions in such a state or region due to natural disasters, a deterioration in the economy or other factors that adversely affects housing prices or the ability of mortgagors to make payments on the Reference Obligations may result in losses on the Notes. Any such losses may adversely affect the yield to maturity of the Notes.

Appendix A sets forth the geographic concentration by state or territory of the mortgaged properties securing the Reference Obligations. If the regional economy or housing market weakens in any 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, if a state or region experiences a natural disaster, including earthquake, fire, mudslide, flood, tornado, hurricane and volcanic activity, the mortgagors and mortgaged properties in such state or region may be adversely affected. 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. 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.

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 1.73% 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 1.56% 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.

Mortgage Loans with High LTV Ratios Leave the Related Mortgagors with Little or No Equity in the Related Mortgaged Properties, Which May Result in Credit Events on the Reference Obligations

The Reference Obligations were originated with LTV ratios greater than 80% and less than or equal to 97%. Mortgage loans with high LTV ratios may present a greater risk of mortgagor default relative to mortgage loans with lower LTV ratios to the extent the mortgagors with the mortgage loans with high LTV ratios have limited or no equity in the related mortgaged properties. In addition, an overall decline in the residential real estate market, a rise in interest rates over a period of time and the general condition of the related mortgaged property, as well as other factors, may have the effect of reducing the value of the related mortgaged property from the value at the time the mortgage loan was originated and mortgagors may experience reduced incentives to continue making their required monthly payments. If the value of a mortgaged property decreases, the LTV ratio may increase over what it was at the time the related mortgage loan was originated, which may further reduce the incentives for the mortgagor to continue their required monthly payment. There can be no assurance that the LTV ratio of any mortgage loan determined at any time after origination will be less than or equal to its original LTV ratio. Furthermore, a mortgagor may have obtained at or around the time of origination, or may obtain at any time thereafter (without our knowledge), additional subordinate financing, which would further reduce the equity the mortgagor would otherwise have in the related mortgaged property. You should consider the risk that Reference Obligations with high LTV ratios may experience higher rates of Credit Events relative to mortgage loans with lower LTV ratios, which may cause Tranche Write-down Amounts that result in reductions in the Class Principal Balances or Notional Principal Amounts, as applicable, of the Notes.

Some of the Reference Obligations are Seasoned Mortgage Loans

A portion of the Reference Obligations are seasoned mortgage loans, which may have been originated as early as January 1, 2015. 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 such Reference Obligations were originated may have been different than current origination standards;
- the financial condition of the related borrowers may have changed since such Reference Obligations were originated;
- the environmental circumstances at the related mortgaged properties may have changed since such Reference Obligations were originated;

- the physical condition of the related mortgaged properties and improvements may have changed since such 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 DTI ratios may be within guidelines. In addition, as of the Cut-off Date, approximately 23.08% 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 E. 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 0.25% 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 E 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 Trust is established in the EU. Accordingly, neither Freddie Mac nor the Trust 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 loan applications 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 mortgage loans, the right of rescission may be extended to three years from consummation if there were errors in certain "material disclosures" or the notice of right to cancel required under TILA. Each Reference Obligation with an application date on or after October 3, 2015 is 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.

Creditworthiness of Freddie Mac

The receipt by Holders of interest and principal payments on their Notes may be dependent on the Trust's timely receipt of payments from us under the Collateral Administration Agreement and the Capital Contribution Agreement. Our failure to pay the Transfer Amount, Return Reimbursement Amount and/or Capital Contribution Amount with respect to any Payment Date, whether because of our creditworthiness or otherwise, may result in the Trust's inability to pay interest and/or principal on the Notes in full on such Payment Date.

The Administration Agreement will require us to reimburse the Trust 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 Trust's inability to pay its operating expenses.

Any Freddie Mac Default would permit the Trust to designate an Early Termination Date which, in turn, would result in a redemption of the Notes on the corresponding Early Redemption Date. See *"Risks Related to Eligible Investments — Noteholders Are Exposed to the Value of the Underlying Assets of the Relevant Eligible Investments"* and *"Description of the Notes — Scheduled Maturity Date and Early Redemption Date"*.

FHFA Could Terminate the Conservatorship by Placing Us into Receivership, Which Could Adversely Affect Our Performance under the Collateral Administration Agreement and the Capital Contribution 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 Collateral Administration Agreement and the Capital Contribution 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 Collateral Administration Agreement and the Capital Contribution Agreement may not be enforceable against FHFA, or enforcement of such rights may be delayed. Whether or not FHFA as receiver repudiates the Capital Contribution Agreement or the Collateral Administration Agreement, the Issuer may be treated as a general unsecured creditor of Freddie Mac with respect to any unpaid Capital Contribution Amounts, Transfer Amounts or Return Reimbursement Amounts that accrued prior to the commencement of the receivership. A receivership of Freddie Mac is not an event of default under the Indenture, though if an Event of Default under the Indenture occurs as a result of such receivership, it would be a Freddie Mac Default, which will give the Trust the right to designate an Early Termination Date.

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.

Additionally, during a receivership, FHFA could take the position that our contribution of the IO Q-REMIC Interest to the Trust constitutes only the grant of a security interest under applicable law, that we continue to own the IO Q-REMIC Interest and that FHFA as receiver should control and administer the IO Q-REMIC Interest. As a result, there could be delays in payments to Noteholders and in efforts to enforce recourse against the IO Q-REMIC Interest.

The Housing and Economic Recovery Act of 2008 provides general exceptions to the powers of FHFA as receiver. The legal isolation of the IO Q-REMIC Interest, effectuated by our contribution thereof to the Trust, falls under the general exceptions, insofar as the IO Q-REMIC Interest is an interest in mortgages or pools of mortgages held by Freddie Mac in custodial capacity for the benefit of third parties. If FHFA were to dispute that the IO Q-REMIC Interest is an interest in mortgages or pools of mortgages, our contribution thereof to the Trust may still be respected in the event of any receivership on equitable grounds because the contribution is intended to enhance the assets of our conservatorship estate. However, if a court were to hold that the IO Q-REMIC is not an interest in mortgages or pools of mortgages and that the equities do not require that FHFA respect the contribution, the IO Q-REMIC Interest could be subject to administration in our receivership estate, and there could be delays or reductions in payments to Noteholders and in efforts to enforce recourse against the IO Q-REMIC Interest, or other losses with respect to the Notes.

The Custodian Account and the Eligible Investments held therein are legally separated from any receivership estate because they are owned by the Issuer, which is a legally separate entity from us and, moreover, because we will never have had any ownership interest in the Note proceeds used to purchase the Eligible Investments. The legal isolation of the Custodian Account and Eligible Investments held in the Custodian Account could nonetheless be challenged if FHFA were to ask a court to substantively consolidate the Trust with us and to pool all of their respective assets for distributions to our creditors. The Reform Act does not expressly authorize FHFA, as receiver, to substantively consolidate affiliates into us, and the disregard of an entity's separate existence is not generally favored. However, if substantive consolidation were nonetheless to occur, there could be delays in payments to Noteholders and in the enforcement of rights to payments from the Custodian Account.

If the IO Q-REMIC Interest, the Custodian Account or the Eligible Investments held in the Custodian Account were subject to administration in our receivership estate, the lien under the Indenture should be respected. However, if FHFA as receiver were to establish a successor to us that acquired our assets and obligations, the lien of the Indenture may be subject to a priming lien in favor of any such successor if the successor were unable to obtain unsecured or subordinate secured credit or issue unsecured or subordinate secured debt and the successor provides Noteholders with adequate protection in the form of periodic cash payments, additional or replacement liens or other similar relief, which could reduce payments to Noteholders. If the lien of the Indenture is not perfected with respect to the IO Q-REMIC Interest, the Trust may be treated as an unsecured creditor of Freddie Mac with respect to amounts payable pursuant to the IO Q-REMIC Interest. We can provide no assurance that the lien of the Indenture is perfected with respect to the IO Q-REMIC Interest. As a result, there could be delays in payments to Noteholders and in efforts to enforce recourse against the IO Q-REMIC Interest.

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 Collateral Administration Agreement and the Capital Contribution 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 Collateral Administration Agreement and the Capital Contribution Agreement. Investors will be subject to the credit risk associated with our ability to make payments under the Collateral Administration Agreement. See *"Freddie Mac — Purchase Agreement, Warrant and Senior Preferred Stock."*

Changes in Our 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 purchase 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 E. 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.

Future Legislation and Regulatory Actions Will Likely Affect the Role of Freddie Mac

Future legislation will likely materially affect the role of Freddie Mac, its business model, its structure and future results of operations. Some or all of Freddie Mac's functions could be transferred to other institutions, and it could cease to exist as a stockholder-owned company or at all.

In addition to legislative actions, FHFA has expansive regulatory authority over Freddie Mac, and the manner in which FHFA will use its authority in the future is unclear. FHFA could take a number of regulatory actions that could materially adversely affect Freddie Mac, such as changing or reinstating current capital requirements, which are not binding during conservatorship.

In January 2019, the administration indicated that it expects to announce a framework for the development of a policy for comprehensive housing finance reform, and that it will work with Congress to formulate a reform plan.

On March 27, 2019, the President issued a memorandum on federal housing finance reform. The President directed the Secretary of the Treasury to develop a plan for administrative and legislative reforms as soon as practicable to achieve housing reform goals that include the following: ending the conservatorships of Fannie Mae and Freddie Mac, both of which are GSEs; facilitating competition in the housing finance market; establishing regulation of the GSEs that safeguards their safety and soundness and minimizes the risks they pose to the financial stability of the United States; and providing that the federal government is properly compensated for any explicit or implicit support it provides to the GSEs.

The President further directed that Treasury's plan include reform proposals to: preserve access for qualified homebuyers to 30-year fixed-rate mortgages and other mortgage options that best serve the financial needs of potential homebuyers; maintain equal access to the federal housing finance system for all lenders; establish appropriate capital and liquidity requirements for the GSEs; increase competition and participation of the private sector in the mortgage market; mitigate the risks undertaken by the GSEs; recommend appropriate size and risk profiles for the GSEs' retained mortgage and investment portfolios; define the role of the GSEs in multifamily mortgage finance; evaluate the GSEs' exemption from certain requirements of the "qualified mortgage" determination; define the GSEs' role in promoting affordable housing; and set the conditions necessary for the termination of the conservatorships, including that the federal government is fully compensated for the explicit and implicit guarantees provided to the GSEs or any successor entities, the GSEs' activities are restricted to their core statutory mission and the size of their investment and retained portfolios is appropriately limited, and the GSEs are subjected to heightened prudential requirements and safety and soundness standards, including increased capital requirements.

On September 5, 2019, Treasury released the Treasury Plan. The Treasury Plan includes 49 recommended legislative and administrative reforms that would advance the reform goals outlined in the presidential memorandum: ending the conservatorships of the GSEs, facilitating competition in the housing finance system, establishing regulation of the GSEs that safeguards their safety and soundness and minimizes the risks they pose to the financial stability of the United States, and providing that the federal government is properly compensated for any explicit or implicit support it provides to the GSEs or the secondary housing finance market.

Among other things, Treasury states that its preference and recommendation is for Congress to enact comprehensive housing finance reform legislation. Specifically, the Treasury Plan indicates that legislative reforms should replace the Purchase Agreement with an explicit, paid-for guarantee backed by the full faith and credit of the federal government that is limited to the timely payment of principal and interest on qualifying mortgage-backed securities and that the explicit government guarantee should be available to rechartered GSEs and to any other FHFA-approved guarantors of mortgage-backed securities collateralized by eligible conventional mortgage loans or eligible multifamily mortgage loans. Further, the government's guarantee would stand behind significant first-loss private capital and would be triggered only in exigent circumstances.

To ensure stability in the housing finance system pending comprehensive housing finance reform legislation, the Treasury Plan indicates that it will be necessary to maintain limited and tailored government support for the GSEs by leaving the Purchase Agreement commitments in place after the GSE conservatorships. The Treasury Plan notes that the government should be compensated for its continued support through a periodic commitment fee.

The Treasury Plan also indicates that FHFA should begin the process of ending the GSE conservatorships. It recommends that the Purchase Agreement be amended to enhance Treasury's ability to mitigate the risk of a draw on the commitments after the conservatorships have ended. It also indicates that other Purchase Agreement amendments should ensure that each GSE continues to be subject to appropriate mission and safety and soundness regulation after conservatorship and that future GSE activities are limited to those that have a close nexus to the underlying rationale for government support.

Treasury has indicated that it will continue to support FHFA's administrative actions to enhance regulation of the GSEs, promote private sector competition, and satisfy preconditions for ending the GSEs' conservatorships. We cannot predict whether Congress will enact legislation or FHFA will take administrative action that is consistent with these recommendations, nor can we predict what regulatory and legislative policies or actions the Trump Administration will pursue with respect to Freddie Mac.

Risks Related to Eligible Investments

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

The Trust'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 payments of Return Reimbursement Amounts and Capital Contribution Amounts we are required to make under the Collateral Administration Agreement and Capital Contribution Agreement, respectively. Accordingly, in the event that we fail to make any payments of Capital Contribution Amounts required by the Capital Contribution 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"*.

The Trust's source of funds for payment of interest on the Notes on any Payment Date will be (i) the investment earnings on the Eligible Investments with respect to such Payment Date, (ii) the Transfer Amount due from us with respect to such Payment Date under the Collateral Administration Agreement (it being understood that the IO Yield for such Payment Date will be deemed to satisfy, up to the amount of such IO Yield, our obligation to pay such Transfer Amount) and (iii) the Index Component Contribution due from us with respect to such Payment Date under the Capital Contribution Agreement. A decrease in the investment earnings on the Eligible Investments could result in the failure of Noteholders to receive the full amount of accrued interest payable on a Payment Date in the event that we do not pay the Index Component Contribution portion of the Capital Contribution Amount, if any, with respect to such Payment Date.

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 Trust's ability to pay the outstanding principal amount of or interest on the Notes, should we fail to pay the Capital Contribution Amount as required by the Capital Contribution 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 Trust's ability to pay the outstanding principal amount of or interest on the Notes, should we fail to pay Capital Contribution Amount as required by the Capital Contribution 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 (or more in the case of investments satisfying clause (b) of the definition of "Eligible Investments" in the *"Glossary of Significant Terms"*) 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 the Yield of an Eligible Investment

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 Trust'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 Capital Contribution Amounts as required by the Capital Contribution 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 Trust'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 Capital Contribution Amount covering 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 Transfer Amount required by the Collateral Administration Agreement and the Index Component Contribution portion of the Capital Contribution Amount required by the Capital Contribution 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 Investment Management Agreement requires that Trust Assets be invested only in Eligible Investments. The Investment Manager will be required to sell any ineligible investments, which may result in a loss if we fail to pay the Investment Liquidation Contribution portion of the Capital Contribution Amount if, and when, 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 our payment of the Transfer Amounts, Return Reimbursement Amounts and Capital Contribution Amounts owed by us under the Collateral Administration Agreement and Capital Contribution 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.

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 shown 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"* and *"Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-down Amounts"*.

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 *"Description of the Notes — 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 certain Classes of Notes (and any related MACR 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 of Notes (and any related MACR Notes) immediately subordinate to them and before the allocation of Modification Loss Amounts to reduce the Class Principal Balance of the Class of Notes (and any related MACR Notes) immediately subordinate to them. 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 to the Indenture and the other Basic Documents”*. 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.

The Use of an Alternative Method or Index in Place of LIBOR for Determining Monthly Interest Rates May Result in Adverse Tax Consequences with respect to the Notes

In the absence of guidance from the IRS, the tax consequences of the designation of an alternative method or index in place of LIBOR for determining monthly interest rates are unclear. It is possible that if we elect to designate an alternative method or index, such designation could be treated as a Significant Modification of the Notes, which may result in a deemed taxable exchange of such Notes and the realization of gain or loss. Proposed Regulations on which we may rely were released on October 8, 2019 and pursuant to which a designation of an alternative method or index may not be treated as a Significant Modification if certain conditions are met. We intend to take reasonable efforts to meet such conditions, although no assurance can be given that the designation of an alternative method or index will not result in a Significant Modification of the Notes. See *"Certain United States Federal Income Tax Consequences — Adoption of an Alternative Index"*.

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 Collateral Administration Agreement and the Capital Contribution Agreement may also affect the market value of the Notes. Additionally, if we elect not to designate an Early Termination Date upon the occurrence of an Optional 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.

In addition, we may purchase or otherwise acquire some or all of any Class of Notes at any price or prices, in the open market or otherwise. Pursuant to the Indenture, we have the right to cause any Notes we acquire to be retired by the Trust. The timing and frequency of any retirement of Notes by the Trust could affect the liquidity of the Notes that remain outstanding after such retirement by reducing the availability of such Notes in the secondary market; any such change in the liquidity of such Notes could adversely affect prices for such Notes. See *"The Agreements — The Indenture — Optional Retirement of Notes Owned by Freddie Mac"*.

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 in reliance on Section 2(b) of the Investment Company Act. In the unlikely event that the Trust is determined to be a "commodity pool" as defined in the Commodity Exchange Act and we choose to register as a CPO rather than designate an Early Termination Date, 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 the Commodity Exchange Act"*.

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. An Optional Termination Event will occur if the SEC makes a final determination that the Trust must register as an investment company under the Investment Company Act. See *"The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — Termination Date, Scheduled Termination Date and 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 the Commodity Exchange Act"*.

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. We have determined, based on the terms of the Basic Documents and other relevant facts and circumstances, that the Transactions between the Trust and us should not be considered "swaps" under the Commodity Exchange Act and, as a result, the Trust should not be a "commodity pool." There is, however, a risk that the CFTC could challenge this determination.

Were the CFTC to determine that one or more of the Transactions between the Trust and us are CFTC-regulated "swaps," we and the Trust would be required to comply with various CFTC regulatory obligations in respect of such Transactions. A further result of such Transactions being deemed swaps is that the Trust could be deemed a "commodity pool," which may require us or another Transaction Party to register as a CPO and comply with applicable regulatory requirements absent an exemption. Further, if the Trust were deemed to be a "commodity pool," by reason of having entered into a swap transaction, a fund or other collective investment vehicle that invests in the Notes may be deemed to have indirectly invested in a transaction subject to CFTC regulation, which could result in that other fund or collective investment vehicle being deemed a commodity pool. As a result, investors in the Notes that are funds or other collective investment vehicles may be subject to additional regulation by the CFTC under the Commodity Exchange Act, including applicable CPO registration requirements. Such investors may elect or be required to sell their Notes rather than comply with CFTC registration and compliance requirements, which could adversely affect the market value of the Notes and limit an investor's ability to resell the Notes in the future. Entities that invest in the Notes should consult their attorneys and advisors to determine whether, and to what extent, they would be impacted if the Trust were to be deemed a commodity pool and investments in the Notes were to be deemed an investment in commodity interests that could subject the investor to regulation as a commodity pool.

If we reasonably determine, after consultation with external counsel (which will be a nationally recognized and reputable law firm) that we or another Transaction Party must register as a CPO, we will have the right, but not the obligation, to cause an early termination of the Collateral Administration Agreement and the Capital Contribution Agreement. Should we elect to terminate the Collateral Administration Agreement and the Capital Contribution Agreement early due to our determination that we or another person must register as a CPO, this would result in redemption of the Notes prior to the Scheduled Maturity Date.

Alternatively, we or another person may register as a CPO rather than effect an early termination of the Collateral Administration 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 event that we or another person decide to register with the CFTC as a CPO with respect to the Trust rather than elect to cause an early redemption of the Notes.

In addition, in the event that we or another person choose to register as a CPO rather than effect an early termination of the Collateral Administration Agreement, it is possible that the Trust might be considered a "covered fund" at that time, and Volcker Rule provisions could adversely affect the ability of certain financial institutions to continue to hold, purchase and sell the Notes and thus may adversely affect the marketability of the Notes. You should consult your attorneys and advisors regarding the potential impact of the Trust becoming a "covered fund" under the Volcker Rule. See *"— Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Notes, which May Limit Investors' Ability to Sell the Notes"*.

If we determine that the Trust is a "commodity pool" under the Commodity Exchange Act, we will direct the Indenture Trustee to notify Noteholders as to our proposed course of action, including whether we intend to claim an exemption from CPO registration, effect an early redemption of the Notes, or register as a CPO.

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

The Notes may be sold or transferred only (i) in the United States to "qualified institutional buyers," as such term is defined in Rule 144A under the Securities Act, and (ii) in "offshore transactions" to persons that are not "U.S. persons," as such terms are defined in, and in accordance with, Regulation S under the Securities Act. See *"Placement"* in this Memorandum for additional information regarding the applicable restrictions on transfer.

The Notes are subject to restrictions to avoid certain fiduciary concerns and the potential application of the prohibited transaction rules under ERISA and Section 4975 of the Code, or, in the case of any governmental plan, church plan or foreign plan, a violation of Similar Law. The Original Class M Notes and the Class M MACR Notes may be acquired by a Plan or persons or entities acting on behalf of, using the assets of or deemed to hold the assets of, a Plan, only if certain conditions are satisfied. The Original Class B Notes and Class B MACR 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 Collateral Administration Agreement and the Capital Contribution Agreement as described under *"Description of the Notes — Scheduled Maturity Date and Early Redemption Date"* and *"The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — Termination Date, Scheduled Termination Date and 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.

Exchanges of Notes May Result in Investors Holding Lower Rated Notes

Before making an exchange involving Exchangeable Notes and MACR Notes, you should consider carefully the ratings consequences of the contemplated exchange. A rating may have relevance beyond the Rating Agency's assessment of the credit quality of a security; the rating of a security can determine the treatment of such security for certain regulatory purposes. You should consult with your advisors before exchanging your Notes.

A Reduction, Withdrawal or Qualification of the Ratings on the Rated Notes, or the Issuance of an Unsolicited Rating on the Rated Notes, May Adversely Affect the Market Value of Those Notes and/or Limit an Investor's Ability to Resell Those Notes

We have engaged the Rating Agencies and will pay them a fee to assign ratings on the Rated Notes. We note that a Rating Agency may have a conflict of interest where, as is the industry standard and the case with the rating of the Rated Notes, the Trust or sponsor pays the fees charged by the engaged Rating Agency for their ratings services. We have not engaged any other NRSRO to assign ratings on the Rated Notes and are not aware that any other NRSRO has assigned ratings on the Rated Notes. However, under effective SEC rules, information provided by or on behalf of us to an engaged NRSRO for the purpose of assigning or monitoring the ratings on the Rated Notes is required to be made available to all NRSROs in order to make it possible for non-engaged NRSROs to assign unsolicited ratings on the Rated Notes. An unsolicited rating could be assigned 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 unsolicited ratings assigned after the date of this Memorandum. NRSROs, including the Rating Agencies, have different methodologies, criteria, models and requirements. If any non-engaged NRSRO assigns unsolicited ratings on the Rated Notes or issues other commentary on the Rated Notes, there can be no assurance that such ratings will not be lower than the ratings provided by the Rating Agencies or that the commentary will not imply a lower rating, which may adversely affect the market value of the Rated Notes and/or limit an investor's ability to resell the Rated Notes. In addition, if we fail to make available to the non-engaged NRSROs any information provided to the Rating Agencies for the purpose of assigning or monitoring the ratings on the Rated Notes, the Rating Agencies could withdraw their ratings on the Rated Notes, which may adversely affect the market value of those Notes and/or limit an investor's ability to resell the Notes. Potential investors in the Rated Notes are urged to make their own evaluation of such Notes, including the credit enhancement on such Notes, and not to rely solely on the ratings on such Notes.

The Ratings on the Rated Notes May Not Reflect All Risks

The ratings on the Rated Notes may not reflect the potential impact of all risks related to the structure of, or the market for, such Notes, or the additional factors discussed herein and other factors that may affect the value of such Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the Rating Agencies. You should be aware that legislative, regulatory or other events involving us could negatively affect the ratings of the Rated Notes.

Certain Notes Will Not Be Rated by the Rating Agencies on the Closing Date

We have engaged the Rating Agencies to rate the Rated Notes only. No other Notes will be rated and we have no obligation to obtain ratings for such Notes in the future. The lack of a rating reduces the potential liquidity of the Notes without a rating and thus may affect the market value of such 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 Notes that are not Rated Notes. Investors subject to capital requirements may be required to hold more capital against Notes that are not Rated Notes than would have been the case had such Classes of Notes been rated. An unsolicited rating could be assigned to the Notes that are not Rated 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 that are not Rated 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 that are not Rated Notes may be impaired because they are not so rated.

The Ratings of the Interest Only MACR Notes do not address the Timing or Magnitude of Reductions of the Notional Principal Amounts

The Interest Only MACR Notes are only entitled to payments of interest. In the event that Holders of the Interest Only MACR Notes do not fully recover their investment as a result of (i) a high rate of Credit Events and Modification Events that result in losses being realized with respect to the Reference Obligations, or (ii) rapid principal prepayments on the Reference Obligations, all amounts "due" to such Holders will nevertheless have been paid, and such result is consistent with the ratings received on the Interest Only MACR Notes that are Rated Notes. For example, if the Reference Obligations were to prepay in the initial month following the Closing Date, Holders of the Interest Only MACR Notes would receive only a single month's interest and, therefore, would suffer a nearly complete loss of their investment. The Notional Principal Amounts of the Interest Only MACR Notes on which interest is calculated will be reduced by the allocation under the hypothetical structure described in this Memorandum of Tranche Write-down Amounts and prepayments, whether voluntary or involuntary, to the related Reference Tranches and Exchangeable Notes from which their respective Notional Principal Amounts are derived. The ratings do not address the timing or magnitude of reductions of such Notional Principal Amounts, but only the obligation to pay interest in a timely manner on the Notional Principal Amounts as so reduced from time to time. Therefore, the ratings of the Interest Only MACR Notes that are Rated Notes should be evaluated independently from similar ratings on other types of securities.

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

You must own the right Classes in the right proportions to enter into an exchange involving MACR 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 MACR Notes because the needed Exchangeable Notes or MACR 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 MACR Notes, Holders of such MACR Notes will be entitled to exercise all voting rights that are allocated to such exchanged Exchangeable Notes in the manner described under *"MACR 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 — 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 MACR Notes (including any MACR Notes further exchanged for other MACR Notes pursuant to an applicable Combination), Holders of such MACR Notes will be entitled to exercise all the voting rights that are allocated to such exchanged Exchangeable Notes in the manner described under *"MACR 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, Collateral Administration Agreement, Capital Contribution Agreement, Investment Management Agreement and Trust Agreement

Certain amendments, modifications or waivers to the Indenture, Account Control Agreement, Collateral Administration Agreement, Capital Contribution 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, Collateral Administration Agreement, Capital Contribution Agreement, Investment Management Agreement, Administration Agreement and Trust Agreement may be effected without your consent. See *"The Agreements — The Indenture — Amendments to the Indenture and the other Basic Documents"*.

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*".

Risks Relating to REMIC Status

Pursuant to the Indenture, one or more REMIC elections are required to be made in respect of certain assets. The Designated Q-REMIC Interests are the assets of at least one such REMIC. Under the Code, if during any taxable year, an entity intending to qualify as a REMIC fails to satisfy one or more of the REMIC requirements, then such entity will not be treated as a REMIC for that taxable year or any taxable year thereafter. If any REMIC created under the Indenture or an issuer of Designated Q-REMIC Interests were not a REMIC for federal income tax purposes, the Trust likely would be treated as a corporation subject to federal income tax at corporate rates on its taxable income. The corporation could not be consolidated with any other entity for federal income tax purposes. The Notes would be treated either as debt instruments or stock in a corporation. Lack of REMIC status likely would cause the amount of cashflow available with respect to the Notes to be substantially reduced and could also result in the beneficial owners of the reclassified Notes recognizing income and other tax items with respect to their Notes that differ significantly, in amount, timing and character, from that recognized were such Notes treated, in part, as REMIC regular interests for federal income tax purposes. Any such consequences could be materially adverse to such Noteholders. See "*Certain United States Federal Income Tax Consequences*" herein.

The Notes May Represent Obligations That Are Outside of Any REMIC for Losses Attributable to Credit Events with respect to Enhanced Relief Refinance Reference Obligations That Become Part of the Reference Pool

Unless the IRS provides favorable guidance (prior to any Enhanced Relief Refinance Reference Obligation becoming part of the Reference Pool) permitting Enhanced Relief Refinance Reference Obligations to be covered within the Q-REMIC, the Notes will represent obligations that are outside of any REMIC for losses attributable to Credit Events with respect to Enhanced Relief Refinance Reference Obligations that become part of the Reference Pool. The arrangement with respect to the Enhanced Relief Refinance Reference Obligations will be treated as a limited recourse guarantee arrangement provided by Holders of the Notes that burdens their rights to payments on the Notes. Holders will be required to report income with respect to the Notes without regard to this arrangement and may be able to claim losses incurred with respect to such arrangement when and to the extent allowable (and such losses may be treated as capital losses for noncorporate taxpayers that do not hold the Notes as part of a trade or business). Any income that Holders realize as a result of this arrangement will not be "interest on obligations secured by mortgages on real property or on interests in real property" within the meaning of Code Section 856(c)(3)(B). Investors are urged to consult their tax advisors regarding the appropriate treatment of the arrangement with respect to Enhanced Relief Refinance Reference Obligations. See *"Certain United States Federal Income Tax Consequences — REMIC Election"*.

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.

Tax Audit Procedures

Under the applicable rules regarding tax audits, a partnership, including for this purpose a REMIC for a taxable year in which it has multiple owners of Residual Certificates, appoints one person to act as its sole representative in connection with IRS audits and related procedures. The representative's actions, including the representative's agreeing to adjustments to taxable income, will bind partners or holders of Residual Certificates. Under these rules, a REMIC having multiple holders of Residual Certificates in a taxable year, unless such

REMIC elects otherwise, will be required to pay taxes arising from IRS audit adjustments rather than holders of Residual Certificates. The Administrator, as representative, will have the authority to utilize, and will be directed to utilize, any exceptions available under the new provisions (including changes) and Regulations so that the Residual Certificateholders, to the fullest extent possible, rather than the REMIC itself, will be liable for any taxes arising from audit adjustments to the REMIC's taxable income. The new rules are complex and may be clarified and possibly revised. It is unclear how any such elections may affect the procedural rules available to challenge any audit adjustment that would otherwise be available in the absence of any such elections.

ERISA Considerations

Each person purchasing the Notes will make or will be deemed to make certain representations and warranties regarding the prohibited transaction rules of ERISA, Section 4975 of the Code and the applicable provisions of Similar Law. Fiduciaries and other persons contemplating investing "plan assets" of Plans in such Notes should consider the fiduciary investment standards and prohibited transaction rules of ERISA and Section 4975 of the Code, Similar Law and the applicable provisions of any other applicable laws before authorizing an investment of the plan assets of any Plan in such Notes. 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, Mortgage Insurers, 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, mortgage insurers 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 2017, Wells Fargo Bank, N.A. accounted for 15% 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 Scheduled Maturity Date will prevent losses being allocated to the Notes. Accordingly, our ability to expedite the ultimate disposition of any mortgaged property before the Scheduled Maturity 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 DTI 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. The Initial Purchasers or any of their respective affiliates may provide financing or funding with respect to any of the sellers and/or servicers of the Reference Obligations. No such Initial Purchaser or any affiliate thereof is obligated to consider the interests of the Noteholders in taking or refraining from taking any action with respect to such financing arrangements.

Furthermore, as set forth in the table below, three 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.

Initial Purchaser	Affiliated Seller	% of Reference Obligations (by Cut-off Date Balance)
J.P. Morgan Securities, LLC	JPMorgan Chase Bank, N.A.	9.95%
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	9.44%
BofA Securities, Inc.	Bank of America, N.A.	1.92%

Initial Purchaser	Affiliated Servicer	% of Reference Obligations (by Cut-off Date Balance)
J.P. Morgan Securities, LLC	JPMorgan Chase Bank, N.A.	10.09%
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	9.44%
BofA Securities, Inc.	Bank of America, N.A.	1.92%

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 JPMorgan Chase Bank, N.A. Wells Fargo Bank, N.A. and Bank of America N.A. will each continue to act as a seller and/or servicer for mortgage loans that are not included in 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. The interest of any affiliated seller and/or servicer with respect to the Reference Obligations may be adverse to the interests of the Noteholders, and any such affiliated seller and/or servicer is not obligated to consider the interests of the Noteholders in taking or refraining from taking any action.

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

Citibank N.A. serves as Indenture Trustee and Exchange Administrator and is an originator and/or seller with respect to approximately 0.26% of the Reference Obligations by Cut-off Date Balance, and is a servicer with respect to approximately 0.26% of the Reference Obligations by Cut-off Date Balance. In its roles as originator, seller and/or servicer, Citibank's interests with respect to the Reference Obligations may be adverse to the interests of the Noteholders and Citibank 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 Citibank 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 0.02% of the Reference Obligations by Cut-off Date Balance, and is a servicer with respect to approximately 0.02% of the Reference Obligations by Cut-off Date Balance. In its roles as originator, seller and/or servicer, 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, seller and/or servicer 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 only (i) in the United States to "qualified institutional buyers," as such term is defined in Rule 144A under the Securities Act, and (ii) in "offshore transactions," to persons that are not "U.S. persons," as such terms are defined in, and in accordance with, Regulation S under the Securities Act. The Notes 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 (i) in the United States to a "qualified institutional buyer," as such term is defined in Rule 144A under the Securities Act, or (ii) to a person that is not a "U.S. person" and that acquired the Note in an "offshore transaction," as such terms are defined in, and in accordance with, Regulation S under the Securities Act and such transfer itself is exempt from the registration requirements of the Securities Act and any applicable state securities 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. The Holder of any Note asserts and agrees, by its acceptance of such Note, that it is either (i) a "qualified institutional buyer" as such term is defined in Rule 144A under the Securities Act, or (ii) not a "U.S. person" and that acquired such Note in an "offshore transaction," as such terms are defined in, and in accordance with, Regulation S under the Securities Act 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 such federal and state laws.

The Notes are subject to additional restrictions on transfer to or for the benefit of employee benefit plans and other retirement arrangements subject to ERISA or Code Section 4975 or Similar Law. 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 Collateral Administration Agreement;

(b) to enter into and perform its obligations under the Capital Contribution Agreement;

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

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

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

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

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

(h) to issue the Notes, the Residual Certificates and the X-IO Interest pursuant to the Indenture and the Owner Certificate pursuant to the Trust Agreement;

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

(j) 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

(k) 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 Trust will not engage in any activity other than in connection with those specified above, other than as required or authorized by the terms of the Trust Agreement or the other Basic Documents to which it is a party. No person acting on behalf of the Trust will have the authority to consummate any act that would result in an Adverse REMIC Event. 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, except in accordance with the Trust Agreement.

As holder of the Owner Certificate, we will generally be empowered to direct the Owner Trustee in the management of the Trust, but only to the extent consistent with the limited purpose of the Trust and in accordance with the terms of the Trust Agreement and the other Basic Documents to which the Trust is a party. In addition to the Owner Certificate, the Trust will issue the Residual Certificates. The Residual Certificates will constitute noneconomic REMIC residual interests under the Regulations. We will initially be the holder of each Residual Certificate. The Trust will also issue the X-IO Interest, which we will hold. The X-IO Interest will have no principal balance and will represent the entitlement on any Payment Date to the excess, if any, of (i) the amount payable in respect of the IO Q-REMIC Interest for the related Payment Date over (ii) the Transfer Amount for the related Payment Date.

The Trust Assets are comprised of 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 IO Q-REMIC Interest, (c) the Distribution Account and any amounts from time to time on deposit therein, (d) the Custodian Account and any amounts from time to time on deposit therein, (e) all Eligible Investments and all income realized from the investment thereof, (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 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 a Tax Opinion.

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 following Classes of Original Notes: the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A and Class B-2B Notes. The Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A and Class B-2B Notes will be modifiable and combinable with certain of the MACR Notes, and vice versa, as described in Table 2. In addition, certain Classes of MACR Notes will be further exchangeable for other Classes of MACR Notes as described in Table 2. On the Closing Date, the Class M-2A and Class M-2B Notes will be deemed to have been exchanged, in whole or in part, as applicable, for the Class M-2 Notes, the Class B-1A and Class B-1B Notes will be deemed to have been exchanged, in whole or in part, as applicable, for the Class B-1 Notes and 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 MACR 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. The Trust Assets will be used to pay the obligations of the Trust, including paying the Return Amounts, if any, due to us on any Payment Date, prior to paying any principal and interest on the Notes on such Payment Date. 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. 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 receive Stated Principal only 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.

Except for payments from the IO Q-REMIC Interest, the actual cash flow from the Reference Obligations will never be paid to Noteholders. The Trust will make required payments to the Notes only from the Trust Assets and only after making the payments required to be paid by the Trust to us under the Collateral Administration Agreement.

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 MACR 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 *"— Registration of Transfer and Exchange of Notes — 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 Trust 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 MACR 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 MACR 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 Income Tax Consequences — Reporting and Administrative Matters"*.

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 Trust, 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 Trust 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 Trust 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 Trust 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 Trust 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 and the Sponsor 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 either (i) a qualified institutional buyer or (ii) not a "U.S. person" and acquired the Note in an "offshore transaction," as such terms are defined in, and in accordance with, Regulation S under the Securities Act. 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 Income 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 up 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 up).

The Indenture Trustee will provide all calculations required by 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 MACR 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 Income 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 Return Amount due and payable by the Trust, if any, to us under the Collateral Administration 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 2050. 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 of any amounts due from us under the Collateral Administration Agreement and the Capital Contribution Agreement.

The Notes will be subject to redemption prior to the Scheduled Maturity Date on the Early Redemption Date, if any. The Early Redemption Date will be concurrent with the Early Termination Date. See *"The Agreements — The Indenture — Termination Date, Scheduled Termination Date and Early Termination Date"*. We will give notice to the Trust and the Indenture Trustee of our election, if applicable, to designate an Early Termination Date upon the occurrence of an Optional Termination Event or the occurrence of an event described in clause (iv) of the definition of "Early Termination Date" in the *"Glossary of Significant Terms"*, as applicable. The Indenture Trustee will give notice to us of the election to designate an Early Termination Date, if applicable, as a result of a Freddie Mac Default or the occurrence of an event described in clause (iv) of the definition of "Early Termination Date" in the *"Glossary of Significant Terms"*, as applicable. The Indenture Trustee will give notice of the 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 redemption will be given by the Indenture Trustee at the direction of, in the name of, and at the expense of the Trust, which Expense will be paid by us under the Administration Agreement. Failure to give notice of redemption, 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 redemption 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 Indenture Event of Default with respect to the payment of the Notes and accrued interest) such Notes will cease to bear interest. Upon final payment on a Note, the Holder will be required to present and surrender such Note at the place specified in the notice of redemption 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 Trust 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 B-3H Reference Tranche will be deemed to bear interest, calculated pursuant to the applicable Class Coupon formula shown in Table 1 (including, in the case of the Interest Only MACR Notes, at the initial Class Coupon shown in Table 1, subject to any adjustment as described in footnote 7 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 shown in Table 1. The Indenture Trustee will calculate the Class Coupon for the Notes and the Class B-3H Reference Tranche 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, the Trust will use funds on deposit in the Distribution Account first, to pay the Return Amount, if any, due and payable to us, and second, to pay the applicable Interest Payment Amount on each outstanding Class of Notes. 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 MACR 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 MACR Notes) in an amount equal to the portion of the Senior Reduction Amount, Subordinate Reduction Amount and/or Supplemental Subordinate Reduction Amount, as applicable, allocated to 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"* and *"— Allocation of Supplemental Subordinate Reduction Amount and Supplemental Senior Increase Amount"* below.

If on any Payment Date a Class of MACR 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 MACR Notes (or any MACR Notes further exchanged for such MACR Notes pursuant to an applicable Combination) will be allocated to and payable on such MACR 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 MACR 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 MACR Notes is outstanding, all Tranche Write-down Amounts that are allocable to Exchangeable Notes that were exchanged for such MACR Notes will be allocated to reduce the Class Principal Balances or Notional Principal Amounts, as applicable, of such MACR Notes (or any MACR Notes further exchanged for such MACR Notes pursuant to an applicable Combination) 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 MACR 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 MACR Notes is outstanding, all Tranche Write-up Amounts that are allocable to Exchangeable Notes that were exchanged for such MACR Notes will be allocated to increase the Class Principal Balances or Notional Principal Amounts, as applicable, of such MACR Notes (or any MACR Notes further exchanged for such MACR Notes pursuant to an applicable Combination) 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 Indenture will 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 B-1B and Class B-1BH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

fifth, to the Class B-1A and Class B-1AH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

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

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

eighth, to the Class M-1 and Class M-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date; and

ninth, 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" in the *"Glossary of Significant Terms"*.

Because the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A and Class B-2B Notes correspond to the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, 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 MACR Notes). If Exchangeable Notes have been exchanged for MACR 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 MACR Notes (or any MACR Notes further exchanged for such MACR Notes pursuant to an applicable Combination) 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 M-1 and Class M-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

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

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

fifth, to the Class B-1A and Class B-1AH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

sixth, to the Class B-1B and Class B-1BH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

seventh, 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;

eighth, 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

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

Because the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A and Class B-2B Notes correspond to the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, 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 MACR Notes). If Exchangeable Notes have been exchanged for MACR 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 MACR Notes (or any MACR Notes further exchanged for such MACR Notes pursuant to an applicable Combination) 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. 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 B-1B and Class B-1BH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class B-1B Reference Tranche is equal to the Class B-1B Notes Interest Accrual Amount for such Payment Date;

eighth, to the Class B-1A and Class B-1AH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class B-1A Reference Tranche is equal to the Class B-1A Notes Interest Accrual Amount for such Payment Date;

ninth, to the Class B-1B and Class B-1BH Reference Tranches, *pro rata* based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class B-1B and Class B-1BH Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class B-1B and Class B-1BH Reference Tranches for such Payment Date;

tenth, to the Class B-1A and Class B-1AH Reference Tranches, *pro rata* based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class B-1A and Class B-1AH Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class B-1A and Class B-1AH Reference Tranches for such Payment Date;

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

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

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

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

fifteenth, to the Class M-1 and Class M-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class M-1 Reference Tranche is equal to the Class M-1 Notes Interest Accrual Amount for such Payment Date; and

sixteenth, to the Class M-1 and Class M-1H Reference Tranches, *pro rata* based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Class M-1 and Class M-1H Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Class M-1 and Class M-1H Reference Tranches for such Payment Date.

Any amounts allocated to the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Reference Tranches in the *fifteenth, twelfth, eleventh, eighth, seventh, fourth* or *third* priority above on any Payment Date will result in a corresponding reduction of the Interest Payment Amount of the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MACR Notes) for such Payment Date. The Class B-3H Reference Tranche is assigned a Class Coupon solely for purposes of calculations in connection with the allocation of Modification Loss Amounts to the Mezzanine Reference Tranches and Junior Reference Tranches, and any such amounts allocated in the *first* or *second* priority above will not result in a corresponding reduction of the Interest Payment Amount or Class Principal Balance of any Class of Notes. With respect to any Exchangeable Notes or MACR Notes that have been exchanged for the related MACR Notes, as applicable, any Modification Loss Amount that is allocable in the *third, fourth, seventh, eighth, eleventh, twelfth* or *fifteenth* priority above on any Payment Date to such related exchanged Exchangeable Notes will be allocated to reduce the Interest Payment Amounts, as applicable, of the related Exchangeable Notes or MACR Notes, as applicable, for such Payment Date, *pro rata*, based on their Interest Accrual Amounts. Any amounts allocated to any of the Reference Tranches in the *second, fifth, sixth, ninth, tenth, thirteenth, fourteenth* or *sixteenth* priority above will be included in the Principal Loss Amount for the related Payment Date.

Allocation of Modification Gain 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 Gain Amount. The Modification Gain Amount, if any, for such Payment Date will be allocated to the Reference Tranches in the following order of priority:

first, to the Class M-1 and Class M-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class M-1 Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Payment Amount on the Class M-1 Notes on all prior Payment Dates;

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

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

fourth, to the Class B-1A and Class B-1AH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class B-1A Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Payment Amount on the Class B-1A Notes on all prior Payment Dates;

fifth, to the Class B-1B and Class B-1BH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Class B-1B Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Payment Amount on the Class B-1B Notes on all prior Payment Dates;

sixth, 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;

seventh, 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;

eighth, 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

ninth, 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 M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Reference Tranches above on any Payment Date will result in a corresponding increase of the Interest Payment Amount of the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MACR Notes) for such Payment Date. With respect to any Exchangeable Notes or MACR Notes that have been exchanged for the related MACR Notes, as applicable, 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 MACR 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 M-1 and Class M-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

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

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

fifth, to the Class B-1A and Class B-1AH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

sixth, to the Class B-1B and Class B-1BH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

seventh, 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;

eighth, 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

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

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, and after allocation of the Senior Reduction Amount, the Subordinate 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 M-1 and Class M-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

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

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

fourth, to the Class B-1A and Class B-1AH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

fifth, to the Class B-1B and Class B-1BH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

sixth, 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;

seventh, 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;

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

ninth, to the Class A-H Reference Tranche.

Because the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A and Class B-2B Notes correspond to the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, 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 M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Reference Tranche pursuant to the hypothetical structure will result in a requirement of the Trust to make a corresponding payment of principal to the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MACR Notes). If Exchangeable Notes have been exchanged for MACR Notes, all principal amounts that are payable on such exchanged Exchangeable Notes will be allocated to and payable on such MACR Notes (including any MACR Notes further exchanged for such MACR Notes pursuant to an applicable Combination) that are entitled to principal in accordance with the exchange proportions applicable to the related Combination.

Allocation of Supplemental Subordinate Reduction Amount and Supplemental Senior Increase 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, and after allocation of the Senior Reduction Amount or Subordinate Reduction Amount, if any, for such Payment Date as described under *"— Allocation of Senior Reduction Amount and Subordinate Reduction Amount"* above, the Supplemental Subordinate Reduction Amount, if any, for such Payment Date 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 M-1 and Class M-1H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

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

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

fourth, to the Class B-1A and Class B-1AH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

fifth, to the B-1B and Class B-1BH Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

sixth, 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;

seventh, 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;

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

ninth, to the Class A-H Reference Tranche.

Because the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A and Class B-2B Notes correspond to the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A and Class B-2B Reference Tranches, respectively, any portion of the Supplemental Subordinate Reduction Amount that is allocated to the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Reference Tranche will result in a corresponding reduction in the Class Principal Balance of the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Notes, as applicable.

If any MACR Notes are held by Holders, any Supplemental Subordinate Reduction Amount that is allocable on any Payment Date to any Class of Exchangeable Notes will be allocated to reduce the Class Principal Balance or Notional Principal Amount, as applicable, of the related Class or Classes of MACR Notes (to the extent such MACR Notes have a Class Principal Balance or Notional Principal Amount, as applicable, greater than zero).

Simultaneously, on each Payment Date on or prior to the Maturity Date, after allocation of the Senior Reduction Amount, the Subordinate Reduction Amount, any Tranche Write-down Amounts and any Tranche Write-up Amounts, the Supplemental Senior Increase Amount, if any, for such Payment Date will be allocated to increase the Class Notional Amount of the Class A-H Reference Tranche.

MACR NOTES

The characteristics of the MACR Classes and the available Combinations of Exchangeable Notes and MACR 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 MACR 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 MACR 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 MACR Classes and the available Combinations of Exchangeable Notes and MACR Notes. The specific Classes of Exchangeable Notes and MACR 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 MACR Notes (or of MACR Notes for other MACR Notes pursuant to an applicable Combination), and vice versa, may occur repeatedly. MACR 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 MACR Notes that is entitled to principal is outstanding, all principal amounts that are payable on Exchangeable Notes that were exchanged for such MACR Notes will be allocated to, and payable on, such MACR Notes in accordance with the exchange proportions applicable to the related Combination.

In the event that (i) Class M-2A or Class M-2B Notes have been exchanged for MACR Notes (including any MACR Notes further exchanged for other MACR Notes pursuant to an applicable Combination), (ii) Class B-1A or Class B-1B Notes have been exchanged for MACR Notes, or (iii) Class B-2A or Class B-2B Notes have been exchanged for MACR Notes, the Holders of such MACR Notes will be entitled to exercise all the voting rights that are allocated to such exchanged Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Notes, as applicable, and the Class Principal Balances or Notional Principal Amounts, as applicable, of such MACR 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 MACR Notes received in exchange for Class M-2 Notes in Combination 2, 3, 4 or 5 described in Table 2, the Class M-2I Notes so received in the exchange will be entitled to exercise 1% of the total voting rights that were allocated to the Class M-2A and Class M-2B Notes that were so exchanged and the Class M-2R, Class M-2S, Class M-2T or Class M-2U Notes received in the exchange will be entitled to exercise 99% of the total voting rights that were allocated to the Class M-2A and Class M-2B Notes that were so exchanged;

- any outstanding MACR Notes received in exchange for Class M-2A Notes in Combination 6, 7, 8 or 9 described in Table 2, the Class M-2AI Notes received in the exchange will be entitled to exercise 1% of the total voting rights that were allocated to the Class M-2A Notes so exchanged and the Class M-2AR, Class M-2AS, Class M-2AT or Class M-2AU Notes received in the exchange will be entitled to exercise 99% of the total voting rights that were allocated to the Class M-2A Notes so exchanged;

- any outstanding MACR Notes received in exchange for Class M-2B Notes in Combination 10, 11, 12 or 13 described in Table 2, the Class M-2BI Notes received in the exchange will be entitled to exercise 1% of the total voting rights that were allocated to the Class M-2B Notes so exchanged and the Class M-2BR, Class M-2BS, Class M-2BT or Class M-2BU Notes received in the exchange will be entitled to exercise 99% of the total voting rights that were allocated to the Class M-2B Notes so exchanged;

- any outstanding MACR Notes received in exchange for Class M-2AI and Class M-2B Notes in Combination 14, 15, 16 or 17 described in Table 2, the Class M-2RB, Class M-2SB, Class M-2TB and Class M-2UB Notes, as applicable, received in the exchange will be entitled to exercise 100% of the total voting rights that were allocated to the Class M-2B and Class M-2AI Notes so exchanged;

- any outstanding MACR Notes received in exchange for Class B-1A Notes in Combination 19 described in Table 2, the Class B-1AI Notes received in the exchange will be entitled to exercise 1% of the total voting rights that were allocated to the Class B-1A Notes so exchanged and the Class B-1AR Notes received in the exchange will be entitled to exercise 99% of the total voting rights that were allocated to the Class B-1A Notes so exchanged; and

- any outstanding MACR Notes received in exchange for Class B-2A Notes in Combination 21 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 ctssfexchanges@citi.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 MACR Note or Notes (as applicable) to be exchanged and of each Exchangeable Note or Notes or MACR 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 Trust 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 MACR 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 February 2020.

THE AGREEMENTS

The Collateral Administration Agreement and the Capital Contribution Agreement

The Collateral Administration Agreement

Pursuant to the Collateral Administration Agreement among the Trust, the Indenture Trustee and us, the Trust will provide us with credit protection with respect to the Reference Pool and we will pay the Trust the Transfer Amount and Return Reimbursement Amount as and when due.

Subject to the netting provisions and conditions to payment described herein, the Collateral Administration Agreement will require us to pay to the Trust on the Business Day immediately prior to each Payment Date, by deposit into the Distribution Account or otherwise, (a) the Transfer Amount due, it being understood that the IO Yield for the related Payment Date will be deemed to satisfy, up to the amount thereof, such payment obligation and (b) the Return Reimbursement Amount, if any. 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 Collateral Administration Agreement will require the Indenture Trustee, acting on behalf of the Trust, to pay the applicable Return Amount to us on such Payment Date.

The payment obligation of the Trust to pay Return Amounts under the Collateral Administration Agreement is limited to amounts on deposit in the Custodian Account. Our obligation to pay Transfer Amounts is expected to be satisfied in part by amounts collected by the Trust in respect of the IO Q-REMIC Interest.

The respective obligations of us and the Trust to pay any amount due under the Collateral Administration Agreement will be subject to the following conditions precedent (other than in connection with any payments on the Early Termination Date): (a) the monthly "Reference Pool File" for the related Payment Date has been delivered to the Indenture Trustee in accordance with the terms of the Indenture; (b) the Termination Date has not occurred as of any prior Payment Date; and (c) each of we and the Trust has received a payment notification pursuant to the terms of the Collateral Administration Agreement.

The Capital Contribution Agreement

On the Closing Date, we will enter into the Capital Contribution Agreement with the Trust and the Indenture Trustee. The Capital Contribution Agreement will require us to pay or cause to be paid to the Trust, by deposit into the Distribution Account or otherwise, an amount equal to the Capital Contribution Amount on the Business Day prior to each Payment Date, subject to the following conditions precedent: (a) the Termination Date has not occurred as of any prior Payment Date; and (b) we have received the payment notification pursuant to the terms of the Capital Contribution Agreement.

Netting of Payments

The Collateral Administration Agreement and Capital Contribution Agreement will permit netting of the Return Amount due on any Payment Date against the Transfer Amount, Return Reimbursement Amount and Capital Contribution Amount due 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 connection with any Payment Date.

Assignment

The Collateral Administration Agreement and the Capital Contribution Agreement will be binding upon and will inure to the benefit of the parties thereto and their respective successors, including any successor by operation of law, and permitted assigns. Neither the Trust nor we, without the prior written consent of the other party (in the case of a transfer by the Trust) or without the prior written consent of the Indenture Trustee (in the case of a transfer by us), may transfer (whether by way of security or otherwise) the Collateral Administration Agreement or Capital Contribution Agreement or any interest or obligation therein or thereunder, except that:

(a) the Trust or we may make such a transfer pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity, or, in the case of us, pursuant to, in connection with, or in furtherance of, the termination of our conservatorship (but, in each case, without prejudice to any other right or remedy under the Collateral Administration Agreement or Capital Contribution Agreement, as applicable);

(b) the Trust or we 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 thereunder; and

(c) we may make such a transfer 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 Collateral Administration 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, therein and thereunder.

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

Termination Date, Scheduled Termination Date and Early Termination Date

The Collateral Administration Agreement and the Capital Contribution Agreement will terminate on the Termination Date, which date is the earlier to occur of the Scheduled Termination Date and the Early Termination Date. See the definition of "Early Termination Date" in the *"Glossary of Significant Terms"* for a description of the events that may give rise to an Early Termination Date. Our final payment obligations under the Collateral Administration Agreement and the Capital Contribution Agreement will be due on the Business Day prior to the Termination Date and the Trust's final payment obligations under the Collateral Administration Agreement will be due on the Termination Date, in each case subject to the netting provisions under such agreements. The performance of the Reference Pool during the period commencing at the end of the final Reporting Period and continuing until the Termination Date will be disregarded under the Collateral Administration Agreement and Capital Contribution Agreement for purposes of calculating the final payment obligations.

To the extent an Early Termination Date occurs as a result of a designation by the Trust or us, such 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 (5) 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 Freddie Mac Default or Optional Termination Event is then continuing.

The Indenture provides that if an Early Termination Date is designated the Notes will be redeemed on such 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 an Early Termination Date occurs. See *"Description of the Notes — Scheduled Maturity Date and Early Redemption Date"*.

The Indenture

General

On the Closing Date, the Trust, as Issuer, Citibank, in its capacity as Indenture Trustee and Exchange Administrator, and BNY Mellon, as 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 us and the Holders. See *"Description of 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 Trust 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 Trust's right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, the Secured Collateral. The Secured Collateral consists of (a) the Distribution Account, (b) the IO Q-REMIC Interest, (c) the Custodian Account, (d) all Eligible Investments (including, without limitation, any interest of the Trust 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, (e) the Account Control Agreement, (f) the Investment Management Agreement, (g) 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 (h) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust described in the preceding clauses. We will hold the certificates representing the IO Q-REMIC Interest in custodial capacity for the benefit of the Indenture Trustee for the benefit of the Secured Parties.

In addition, the Trust will Grant to the Indenture Trustee on the Closing Date, for the benefit of the Holders of the Notes all of the Trust's right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, the Additional Collateral. The Additional Collateral consists of (a) the Collateral Administration Agreement and all payments to the Trust thereunder or with respect thereto, (b) the Capital Contribution Agreement and all payments to the Trust thereunder or with respect thereto, (c) 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 (d) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust described in the preceding clauses.

Such Grants will be made, in trust, to secure (a) solely with respect to the Secured Collateral, the payment of all amounts payable by the Trust to us under the Collateral Administration Agreement and (b) with respect to the Secured Collateral and the Additional Collateral, the payment of all amounts due and payable on 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 with respect to the Secured Collateral, the Grant for the benefit of the Holders is subordinate to the Grant for the benefit of us.

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 Indenture 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.

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 Trust, 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 in *"— Accounts"* below. 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 us (so long as such default is not caused by a Freddie Mac Default and in respect of any Secured Collateral other than the Trust's rights under the Collateral Administration Agreement or the Capital Contribution 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, (iii) distributions on the IO Q-REMIC Interest, and (iv) the Transfer Amounts, Return Reimbursement Amounts, Capital Contribution Amounts and Return Amounts 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 Trust 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 are required to 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 Collateral Administration Agreement and the Capital Contribution Agreement — The Collateral Administration Agreement"* and *"Description of the Notes — 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 us by the fifth Business Day of each month and included in the calculation of the Capital Contribution Amount 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 Capital Contribution Amount 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 Collateral Administration Agreement and the Capital Contribution Agreement — The Collateral Administration Agreement"* and *"Description of the Notes — 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 Supplemental Subordinate Reduction Amount and Supplemental Senior Increase Amount, if any, for the related Payment Date;

(vii) 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;

(viii) 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;

(ix) 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;

(x) 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;

(xi) 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;

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

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

(xiv) 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;

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

(xvi) with respect to each Reference Obligation in the Reference Pool, as may be applicable, the following information: net sales proceeds (realized cumulative); Mortgage Insurance Credit Amount (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;

(xvii) the amount of the Transfer Amount for such Payment Date;

(xviii) the amount of the Return Reimbursement Amount for such Payment Date;

(xix) the amount of the Return Amount for such Payment Date;

(xx) the amount of the Capital Contribution Amount for such Payment Date;

(xxi) to the extent received or given by the Indenture Trustee, notification of the occurrence of an Early Termination Date;

(xxii) 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;

(xxiii) 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 and any payments of Notes Retirement Amounts to Freddie Mac in connection with the retirement of Notes, in each case, 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;

(xxiv) 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;

(xxv) 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;

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

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

(xxviii) the number and UPB of Enhanced Relief Refinance Reference Obligations, if any;

(xxix) the amount payable on the IO Q-REMIC Interest for such Payment Date;

(xxx) the amounts for such Payment Date representing the portion of interest that is received in respect of the REMIC regular interest components of the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A, and Class B-2B Notes;

(xxxi) to the extent received by the Indenture Trustee, notification from us that we have determined that the Trust is a “commodity pool” under the Commodity Exchange Act, together with our proposed course of action with respect to such determination, including whether we intend to claim an exemption from CPO registration, effect an early redemption of the Notes, or register as a CPO;

(xxxii) to the extent received by the Indenture Trustee, notification from us that the IRS has provided guidance with respect to the Enhanced Relief Refinance Reference Obligations being included in the Reference Pool; and (xxxiii) the amount of Notes Retirement Amount, if any, allocated to increase and decrease, as applicable, the Class Notional Amounts of all Classes of Reference Tranches for such Payment Date; the aggregate amount of Notes Retirement Amounts allocated to increase and decrease, as applicable, the Class Notional Amounts of all Classes of Reference Tranches for all prior Payment Dates; the initial Class Notional Amount of each Reference Tranche prior to the payment of any Notes Retirement Amounts; and the increase and decrease of the Class Notional Amounts of all Classes of Reference Tranches (expressed in dollars and percentage of their initial Class Notional Amounts) as a result of the allocation of all Notes Retirement Amounts.

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://sf.citidirect.com. Assistance in using the internet website can be obtained by calling the Indenture Trustee at (888)-855-9695. 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) us (except in the case of a Freddie Mac Default) or (iii) 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 Trust 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 Trust 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 Trust 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 Trust 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 first-priority 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; 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 Indenture 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 Trust 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 Trust pursuant to the Collateral Administration 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 Trust 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 above, the Indenture Trustee will give notice under the Collateral Administration Agreement and the Capital Contribution Agreement of the designation of an Early Termination Date (if the Collateral Administration Agreement and the Capital Contribution Agreement have not yet terminated) and demand payment from us of any amounts due under the Collateral Administration Agreement and the Capital Contribution Agreement (and, if we fail to make any such payment, take the actions described in *"— Application of Proceeds — Procedures Relating to Delayed Payments"* below). Any amounts so paid by us 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) give notice of a Freddie Mac Default or the occurrence of an event described in clause (vi) of the definition of "Early Termination Date" in the *"Glossary of Significant Terms"*, as applicable, in accordance with the Indenture, (d) designate an Early Termination Date in accordance with the Indenture and (e) demand payment from us of any amounts due under the Collateral Administration Agreement and/or the Capital

Contribution Agreement, as applicable. 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 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 us, if any, under the Collateral Administration Agreement;

(ii) to the payment of interest on the Class M-1 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 M-1 Notes, to the extent outstanding, of any remaining Class Principal Balance of the Class M-1 Notes;

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

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

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

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

(viii) to the payment of interest on the Class B-1A Notes, to the extent outstanding, as to amounts accrued and unpaid through such Payment Date;

(ix) to the repayment to the holders of the Class B-1A Notes, to the extent outstanding, of any remaining Class Principal Balance of the Class B-1A Notes;

(x) to the payment of interest on the Class B-1B Notes, to the extent outstanding, as to amounts accrued and unpaid through such Payment Date;

(xi) to the repayment to the holders of the Class B-1B Notes, to the extent outstanding, of any remaining Class Principal Balance of the Class B-1B Notes;

(xii) 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;

(xiii) 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;

(xiv) 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

(xv) 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 the net amount, if any, owed by Freddie Mac under the Collateral Administration Agreement and the Capital Contribution Agreement when due, (a) the Indenture Trustee will promptly notify the Trust 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 us 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 an Early Termination Date). Any such action will be without prejudice to any right to claim an Indenture Event of Default.

Amendments to the Indenture and the other Basic Documents

Each of the Basic Documents may be amended subject to certain limitations, if any, set forth therein. The following discussion summarizes some of such limitations.

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 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);

(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;

(viii) as evidenced by an opinion of counsel delivered to Freddie Mac, the Indenture Trustee and the Exchange Administrator, to modify or eliminate any requirement under the Indenture imposed by the REMIC Provisions (if the REMIC Provisions are amended or clarified such that any such requirement may be relaxed or eliminated);

(ix) as evidenced by an opinion of counsel delivered to Freddie Mac, the Indenture Trustee and the Exchange Administrator, either (A) to comply with any requirements imposed by the Code or any successor or amended statute or any temporary or final Regulation, revenue ruling, revenue procedure or other written official announcement or interpretation relating to federal income tax laws or any such proposed action which, if made effective, would apply retroactively to any REMIC at least from the effective date of such amendment, or (B) to avoid the occurrence of a prohibited transaction or to reduce the incidence of any tax that would arise from any actions taken with respect to the operation of any REMIC; or

(x) to facilitate compliance pursuant to the Indenture with any REMIC administrative provisions, including filing of tax returns and fulfilling tax reporting requirements, as evidenced by the receipt by the Exchange Administrator and 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 person;

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 our interests (unless we have consented to such amendment); and, provided further, that in each case, we and the Indenture Trustee have received a Tax Opinion.

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 our interests (unless the we have consented to such amendment); and, provided further, that in each case, we and the Indenture Trustee have received a Tax Opinion.

You should note that pursuant to clause (c) of the definition of "Reporting Period" in the *"Glossary of Significant Terms"*, 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 Collateral Administration Agreement, Capital Contribution Agreement, Trust Agreement, Administration Agreement, Account Control Agreement and Investment Management Agreement

The Trust Agreement, the Collateral Administration Agreement, the Capital Contribution Agreement, the Administration Agreement, and/or the Account Control Agreement, may be amended from time to time 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 promulgated from time to time;

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

(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; or

(viii) in the case of the Administration Agreement, for any other purpose;

provided that no such amendment for the specific purposes described in clauses (iii) through (v) or (viii) 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 our interests (unless we have consented to such amendment); and, provided further, that no such amendment may affect the interests of the Indenture Trustee (unless the Indenture Trustee consents to such amendment); and, provided further, that in each case, the Sponsor, the Administrator, the Indenture Trustee and, in the case of the Collateral Administration Agreement and Capital Contribution Agreement, Freddie Mac, and, in the case of the Trust Agreement, the Owner Trustee, have received a Tax Opinion.

The Trust Agreement, the Collateral Administration Agreement, Capital Contribution 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; provided, that no such amendment will be effective unless the Indenture Trustee has provided its consent; and, provided further, that in each case, the Sponsor, the Administrator, the Indenture Trustee and, in the case of the Collateral Administration Agreement and Capital Contribution Agreement, Freddie Mac, and, in the case of the Trust Agreement, the Owner Trustee, have received a Tax Opinion.

The Investment Management Agreement may be amended by mutual agreement of the parties thereto.

You should note that pursuant to clause (c) of the definition of "Reporting Period" in the *"Glossary of Significant Terms"*, 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).

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 MACR Notes (or such MACR Notes have been further exchanged for other MACR Notes pursuant to an applicable Combination), Holders of such MACR Notes will be entitled to exercise all the voting rights that are allocated to such exchanged Exchangeable Notes in the manner described under *"MACR 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 Trust, 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 Trust 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 Trust 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 us under the Collateral Administration Agreement;

(iii) the Trust 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 Collateral Administration Agreement) and no other amounts will become due and payable by the Trust;

(iv) the Trust 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) each of the Collateral Administration Agreement and the Capital Contribution 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, sell or cause the Trust to retire 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.

Any Notes that we hold may be held as investment and may be sold from time to time in our sole discretion. Pursuant to the Indenture, we have the right to cause any Notes we acquire to be retired by the Trust as described below.

Optional Retirement of Notes Owned by Freddie Mac

With respect to any Notes owned or acquired by Freddie Mac, Freddie Mac will have the right to cause such Notes, at its option and in its sole discretion, to be retired by the Trust. Freddie Mac will be required to notify the Indenture Trustee of its intention to cause any Notes it owns to be retired by the Trust in writing delivered by e-mail at ctssfexchanges@citi.com, and in accordance with the requirements set forth in the Indenture, no later than the eighth Business Day of the month in which such retirement is to occur. The notice must set forth the following information: (i) the CUSIP number of each of the Notes to be retired; and (ii) the outstanding Class Principal Balance of each of the Notes to be retired (or if the Notes to be retired are MACR Notes, the outstanding Class Principal Balance of the related Original Notes for which such MACR Notes were exchanged). With respect to any proposed retirement of Notes on a Payment Date, the Trust will pay Freddie Mac with respect to the Notes presented for retirement (in each case without regard to any exchanges of Exchangeable Notes for MACR Notes) the Notes Retirement Amount on such Payment Date. The calculation of the Notes Retirement Amount to be paid to Freddie Mac on any Payment Date in connection with the retirement of any Notes will be made after giving effect to the allocation on such Payment Date of all Tranche Write-down Amounts, Tranche Write-up Amounts, Modification Gain Amounts, Modification Loss Amounts, Senior Reduction Amounts, Subordinate Reduction Amounts, Supplemental Subordinate Reduction Amounts and Supplemental Senior Increase Amounts. After the payment on the applicable Payment Date of the Notes Retirement Amount for the Notes presented for retirement by Freddie Mac, such Notes shall be deemed retired and no longer outstanding. After the payment of any Notes Retirement Amount on any Payment Date, the amounts of any Return Amount, Transfer Amount and Return Reimbursement Amount owed under the terms of the Collateral Administration Agreement for succeeding Payment Dates will be reduced, as applicable, as a result of the adjustment in the Class Notional Amount of any Class of Reference Tranche corresponding to such retired Notes in connection with the payment of such Notes Retirement Amount. At issuance of the Notes, we will initially retain the credit risk represented by Class M-1H, Class M-2AH, Class M-2BH, Class B-1AH, Class B-1BH, Class B-2AH and Class B-2BH Reference Tranches. If we were to exercise our option to cause the Trust to retire any Notes that we own, the Class Notional Amount of any of the Class M-1H, Class M-2AH, Class M-2BH, Class B-1AH, Class B-1BH, Class B-2AH or Class B-2BH Reference Tranches will be increased by the aggregate amount of Notes Retirement Amounts allocated to reduce the Class Notional Amount of the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A or Class B-2B Reference Tranche, respectively, in connection with the retirement of such Notes. We will, therefore, reacquire the credit risk with respect to the Reference Pool represented by such retired Notes.

Third-Party Beneficiaries

We will be a third party beneficiary of each agreement or obligation in the Indenture relating to payments to be made by the Trust under the Collateral Administration Agreement, the rights and obligations of the Secured Parties with respect to the Collateral and the priorities of payments established in the Indenture, our rights 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 we 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, the Administrator and the Sponsor. 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.

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 comprised of cash and Eligible Investments 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 or other authorized person under the Investment Management Agreement, 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 Trust under the Indenture, pursuant to written instructions from the Trust, that relate to such receipt, holding and transfer of the Collateral, and (iii) comply with any written instruction made by the Trust 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 Trust 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 Trust 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 Trust, payable to the order of the Trust or specially indorsed to the Trust 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 Trust without further consent by the Indenture Trustee. the Trust, 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 Trust 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 Trust and (ii) distributing to the Trust 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 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 and Administrator

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

Citibank, N.A., a national banking association and wholly owned subsidiary of Citigroup Inc., a Delaware corporation. Citibank, N.A. performs as Indenture Trustee through the Agency and Trust line of business, a part of Issuer Services. Citibank, N.A. has primary corporate trust offices located in both New York and London. Citibank, N.A. is a leading provider of corporate trust services offering a full range of agency, fiduciary, tender and exchange, depositary and escrow services. As of the end of the fourth quarter of 2019, Citibank's Agency and Trust group manages in excess of $6 trillion in fixed income and equity investments on behalf of over 3,000 corporations worldwide. Since 1987, Citibank Agency and Trust has provided corporate trust services for asset-backed securities containing pool assets consisting of airplane leases, auto loans and leases, boat loans, commercial loans, commodities, credit cards, durable goods, equipment leases, foreign securities, funding agreement backed note programs, truck loans, utilities, student loans and commercial and residential mortgages. As of the end of the fourth quarter of 2019, Citibank, N.A. acts as trustee and/or securities administrator for approximately 594 various residential mortgage-backed transactions.

The foregoing information concerning the Indenture Trustee has been provided by Citibank. 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, Citibank 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 Trust, the Holders and us. Upon receiving such notice of resignation, the Trust will promptly appoint a successor trustee or trustees by written instrument, in duplicate, executed by an authorized officer of the Trust on behalf of the Trust, 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 Trust 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 *"The Parties — 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 Trust 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 Freddie Mac by written notice delivered to the Indenture Trustee and to the Trust.

If at any time:

(i) the Indenture Trustee ceases to be eligible and fails to resign after written request by the Trust 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 Trust, by written order or request of the Trust, 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) Freddie Mac may remove the Indenture Trustee.

If the Indenture Trustee resigns, is removed or becomes incapable of acting for any reason, the Trust, by written order or request, will promptly appoint a successor Indenture Trustee. If the Trust 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 Trust and the retiring Indenture Trustee. If no successor indenture trustee is so appointed by the Trust 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.

Custodian

BNY Mellon is the Custodian under the Account Control Agreement. BNY Mellon is a New York banking corporation, and it has served as custodian for numerous transactions. The offices of The Bank of New York Mellon are located at 240 Greenwich Street, Floor 7 West, New York, New York 10286, Attention: Asset Backed Securities Unit -STACR 2020-HQA1.

Resignation and Removal of the Custodian; Appointment of Successor

The Custodian may be removed or replaced, as applicable, in accordance with the terms of the Indenture and the Account Control Agreement and a successor custodian designation and appointment will be deemed accepted upon the effective appointment of such successor Custodian.

Investment Manager

BlackRock will act as the Investment Manager. BlackRock provides investment management services to institutional clients such as funds, corporations, public entities, foundations, endowments and other institutions (and occasionally individuals). BlackRock is a wholly-owned subsidiary of BlackRock, Inc. As of December 31, 2019, BlackRock, Inc. had approximately $7.4 trillion in assets under management. BlackRock 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

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

The Exchange Administrator will, among other duties set forth in the Indenture, administer all exchanges of Exchangeable Notes for MACR Notes (including any exchanges of a Class of MACR Notes for other Classes of MACR 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 Citibank'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 Citibank 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 September 30, 2018 are 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 March 31, 2019. 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 deemed not 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 MACR 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 MACR 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.

In addition, we may purchase or otherwise acquire some or all of any Class of Notes at any price or prices, in the open market or otherwise. Pursuant to the Indenture, we have the right to cause any Notes we acquire to be retired by the Trust. The timing and frequency of any retirement of Notes by the Trust could affect the liquidity of the Notes that remain outstanding after such retirement by reducing the availability of such Notes in the secondary market; any such change in the liquidity of such Notes could adversely affect prices for such Notes. See *"The Agreements — The Indenture — Optional Retirement of Notes Owned by Freddie Mac"*.

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, if 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 Obligation will occur upon the refinancing of such Reference Obligation.

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 MACR 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.

MACR Notes

The payment characteristics and experiences of the MACR Notes reflect the payment characteristics of the related Exchangeable Notes that may be exchanged for such MACR Notes. Accordingly, investors in the MACR 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 MACR Notes and principal payments allocated to the related Class or Classes 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 MACR 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 MACR 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 last day of each month beginning in December 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 December 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 February 2020 will be the sum of (I) the Modification Loss Amounts calculated as of December 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 January 1, 2020 based on the UPB of the Reference Obligations as of December 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 January 2030 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 February 4, 2020;

(q) cash payments on the Notes are received on the 25th day of each month beginning in February 2020 as described under *"Description of The Notes"*;

(r) One-Month LIBOR is assumed to remain constant at 1.64925% per annum;

(s) each Class of Notes is outstanding from the Closing Date to retirement, no exchanges occur and Freddie Mac does not exercise its option to cause any Notes it owns to be retired by the Trust; 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 each Class of Interest Only MACR 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 Tables, 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 M-1
Weighted Average Life (years)

		To Scheduled Maturity Date — CPR Prepayment Assumption						To Early Redemption Date — CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	9.24	3.18	1.76	1.18	0.72	0.47	8.19	3.18	1.76	1.18	0.72	0.47
0.25%	0.00%	14.25	3.86	1.99	1.31	0.73	0.47	9.71	3.86	1.99	1.31	0.73	0.47
0.50%	0.00%	23.96	5.48	2.58	1.67	0.85	0.51	9.98	5.48	2.58	1.67	0.85	0.51
1.00%	0.00%	21.47	16.29	6.62	3.87	1.80	0.99	9.98	9.98	6.62	3.87	1.80	0.99
1.50%	0.00%	11.78	21.07	9.46	4.69	2.19	1.24	9.92	9.98	8.56	4.69	2.19	1.24
2.50%	0.00%	6.54	8.30	14.52	9.49	2.76	1.54	6.54	8.25	9.75	7.89	2.76	1.54
3.00%	0.00%	5.36	6.43	8.81	11.54	3.20	1.67	5.36	6.43	8.40	9.25	3.20	1.67
5.00%	0.00%	3.08	3.39	3.83	4.55	7.05	2.56	3.08	3.39	3.83	4.55	5.72	2.56
0.00%	0.01%	9.23	3.18	1.76	1.18	0.72	0.47	8.19	3.18	1.76	1.18	0.72	0.47
0.50%	0.03%	24.41	7.28	3.18	1.91	0.91	0.61	9.98	7.16	3.18	1.91	0.91	0.61
1.00%	0.10%	14.33	20.31	7.79	4.43	2.13	1.22	9.98	9.98	7.71	4.43	2.13	1.22

Class M-2, M-2R, M-2S, M-2T, M-2U and M-2I
Weighted Average Life (years)

		To Scheduled Maturity Date — CPR Prepayment Assumption						To Early Redemption Date — CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	20.12	10.77	6.49	4.48	2.69	1.81	9.98	8.98	6.46	4.48	2.69	1.81
0.25%	0.00%	25.01	13.96	7.75	5.09	2.87	1.91	9.98	9.60	7.32	5.09	2.87	1.91
0.50%	0.00%	21.88	18.12	9.82	5.98	3.17	2.15	9.97	9.96	8.14	5.93	3.17	2.15
1.00%	0.00%	9.47	15.43	14.27	10.42	4.89	2.97	8.40	9.15	9.68	8.59	4.79	2.97
1.50%	0.00%	5.98	7.57	11.82	10.36	6.31	3.37	5.98	7.17	8.16	8.48	5.39	3.29
2.50%	0.00%	3.44	3.86	4.55	6.36	6.32	4.45	3.44	3.86	4.55	5.78	5.38	3.79
3.00%	0.00%	2.83	3.10	3.50	4.20	5.93	4.44	2.83	3.10	3.50	4.20	5.01	3.78
5.00%	0.00%	1.63	1.72	1.83	1.96	2.45	3.69	1.63	1.72	1.83	1.96	2.45	3.04
0.00%	0.01%	20.11	10.77	6.49	4.48	2.69	1.81	9.98	8.98	6.46	4.48	2.69	1.81
0.50%	0.03%	20.85	18.92	10.35	6.32	3.41	2.33	9.93	9.98	8.47	6.26	3.41	2.33
1.00%	0.10%	7.21	11.55	13.54	10.74	5.57	3.20	7.13	8.30	9.03	8.73	5.18	3.17

Class M-2A, M-2AR, M-2AS, M-2AT, M-2AU and M-2AI
Weighted Average Life (years)

		To Scheduled Maturity Date — CPR Prepayment Assumption						To Early Redemption Date — CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	17.50	8.00	4.65	3.18	1.91	1.28	9.98	7.98	4.65	3.18	1.91	1.28
0.25%	0.00%	22.63	10.08	5.37	3.53	2.01	1.32	9.98	9.23	5.37	3.53	2.01	1.32
0.50%	0.00%	27.82	13.52	6.41	4.09	2.24	1.56	9.98	9.94	6.41	4.09	2.24	1.56
1.00%	0.00%	12.07	21.97	13.21	7.22	3.56	2.23	9.93	9.98	9.95	7.22	3.56	2.23
1.50%	0.00%	7.54	10.03	17.30	10.13	4.08	2.43	7.54	9.22	9.98	9.03	4.08	2.43
2.50%	0.00%	4.32	4.95	6.04	9.25	6.19	2.97	4.32	4.95	6.04	8.10	5.73	2.97
3.00%	0.00%	3.55	3.96	4.58	5.73	8.22	3.38	3.55	3.96	4.58	5.73	6.38	3.38
5.00%	0.00%	2.05	2.18	2.34	2.55	3.35	5.52	2.05	2.18	2.34	2.55	3.35	4.22
0.00%	0.01%	17.49	8.00	4.65	3.18	1.91	1.28	9.98	7.98	4.65	3.18	1.91	1.28
0.50%	0.03%	27.37	14.93	7.03	4.54	2.48	1.74	9.98	9.98	7.03	4.54	2.48	1.74
1.00%	0.10%	9.15	16.46	16.47	8.50	3.88	2.35	8.98	9.98	9.98	8.34	3.88	2.35

Class M-2B, M-2BR, M-2BS, M-2BT, M-2BU, M-2BI, M-2RB*, M-2SB*, M-2TB* and M-2UB*
Weighted Average Life (years)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	22.74	13.54	8.33	5.79	3.48	2.35	9.98	9.98	8.27	5.79	3.48	2.35
0.25%	0.00%	27.38	17.84	10.13	6.66	3.74	2.50	9.98	9.98	9.26	6.66	3.74	2.50
0.50%	0.00%	15.94	22.72	13.22	7.87	4.10	2.75	9.97	9.98	9.88	7.77	4.10	2.75
1.00%	0.00%	6.88	8.89	15.32	13.62	6.21	3.72	6.88	8.32	9.40	9.95	6.03	3.72
1.50%	0.00%	4.43	5.11	6.35	10.58	8.54	4.32	4.43	5.11	6.35	7.93	6.70	4.15
2.50%	0.00%	2.57	2.77	3.05	3.46	6.44	5.92	2.57	2.77	3.05	3.46	5.02	4.61
3.00%	0.00%	2.11	2.25	2.43	2.67	3.64	5.51	2.11	2.25	2.43	2.67	3.64	4.19
5.00%	0.00%	1.22	1.26	1.31	1.38	1.55	1.86	1.22	1.26	1.31	1.38	1.55	1.86
0.00%	0.01%	22.73	13.54	8.33	5.79	3.48	2.35	9.98	9.98	8.27	5.79	3.48	2.35
0.50%	0.03%	14.32	22.91	13.67	8.11	4.35	2.93	9.89	9.98	9.92	7.98	4.35	2.93
1.00%	0.10%	5.28	6.63	10.62	12.98	7.27	4.04	5.28	6.63	8.09	9.13	6.48	3.99

Class B-1
Weighted Average Life (years)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	26.06	19.18	12.75	9.04	5.47	3.71	9.98	9.98	9.98	8.96	5.47	3.71
0.25%	0.00%	17.56	25.32	17.30	11.25	6.16	4.02	9.98	9.98	9.98	9.85	6.15	4.02
0.50%	0.00%	7.37	9.72	17.14	15.81	7.24	4.48	7.37	8.75	9.68	9.98	6.80	4.41
1.00%	0.00%	3.49	3.88	4.48	5.58	9.76	6.55	3.49	3.88	4.48	5.58	6.74	4.98
1.50%	0.00%	2.27	2.43	2.63	2.91	4.17	6.72	2.27	2.43	2.63	2.91	4.14	4.52
2.50%	0.00%	1.32	1.37	1.43	1.50	1.71	2.09	1.32	1.37	1.43	1.50	1.71	2.09
3.00%	0.00%	1.08	1.11	1.16	1.20	1.32	1.53	1.08	1.11	1.16	1.20	1.32	1.53
5.00%	0.00%	0.61	0.62	0.63	0.65	0.68	0.73	0.61	0.62	0.63	0.65	0.68	0.73
0.00%	0.01%	26.05	19.17	12.75	9.04	5.47	3.71	9.98	9.98	9.98	8.96	5.47	3.71
0.50%	0.03%	6.60	8.68	16.13	15.78	7.37	4.70	6.60	8.28	9.46	9.98	6.87	4.56
1.00%	0.10%	2.57	2.79	3.08	3.52	7.44	7.32	2.57	2.79	3.08	3.52	5.40	4.86

Class B-1A, B-1AR and B-1AI
Weighted Average Life (years)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	25.53	18.02	11.73	8.26	4.99	3.38	9.98	9.98	9.98	8.26	4.99	3.38
0.25%	0.00%	21.47	24.71	15.28	9.98	5.52	3.63	9.98	9.98	9.98	9.73	5.52	3.63
0.50%	0.00%	8.58	11.89	23.20	13.09	6.31	4.01	8.58	9.94	9.98	9.98	6.31	4.01
1.00%	0.00%	4.04	4.56	5.39	7.04	10.47	5.55	4.04	4.56	5.39	7.04	7.14	4.98
1.50%	0.00%	2.63	2.83	3.11	3.50	5.44	7.89	2.63	2.83	3.11	3.50	5.39	4.89
2.50%	0.00%	1.53	1.59	1.67	1.77	2.06	2.63	1.53	1.59	1.67	1.77	2.06	2.63
3.00%	0.00%	1.25	1.30	1.35	1.41	1.58	1.87	1.25	1.30	1.35	1.41	1.58	1.87
5.00%	0.00%	0.72	0.73	0.74	0.76	0.81	0.87	0.72	0.73	0.74	0.76	0.81	0.87
0.00%	0.01%	25.53	18.02	11.72	8.26	4.99	3.38	9.98	9.98	9.98	8.26	4.99	3.38
0.50%	0.03%	7.64	10.50	22.47	13.46	6.43	4.22	7.64	9.70	9.98	9.98	6.43	4.22
1.00%	0.10%	2.97	3.25	3.65	4.26	11.03	6.41	2.97	3.25	3.65	4.26	6.94	4.89

* Based on Class Principal Balance.

Class B-1B
Weighted Average Life (years)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	26.58	20.33	13.77	9.81	5.95	4.05	9.98	9.98	9.98	9.66	5.95	4.05
0.25%	0.00%	13.65	25.93	19.32	12.51	6.81	4.42	9.98	9.98	9.98	9.98	6.79	4.42
0.50%	0.00%	6.16	7.55	11.08	18.52	8.18	4.95	6.16	7.55	9.39	9.98	7.29	4.81
1.00%	0.00%	2.94	3.20	3.57	4.11	9.06	7.55	2.94	3.20	3.57	4.11	6.33	4.98
1.50%	0.00%	1.91	2.02	2.15	2.32	2.89	5.56	1.91	2.02	2.15	2.32	2.89	4.14
2.50%	0.00%	1.11	1.14	1.18	1.23	1.35	1.55	1.11	1.14	1.18	1.23	1.35	1.55
3.00%	0.00%	0.91	0.93	0.96	0.99	1.07	1.18	0.91	0.93	0.96	0.99	1.07	1.18
5.00%	0.00%	0.51	0.52	0.53	0.54	0.56	0.59	0.51	0.52	0.53	0.54	0.56	0.59
0.00%	0.01%	26.58	20.32	13.77	9.81	5.95	4.05	9.98	9.98	9.98	9.66	5.95	4.05
0.50%	0.03%	5.57	6.86	9.80	18.10	8.30	5.18	5.57	6.86	8.94	9.98	7.30	4.91
1.00%	0.10%	2.18	2.33	2.52	2.77	3.85	8.24	2.18	2.33	2.52	2.77	3.85	4.82

Class B-2
Weighted Average Life (years)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	28.07	24.52	18.68	13.88	8.57	5.86	9.98	9.98	9.98	9.98	7.27	4.97
0.25%	0.00%	5.97	7.80	12.87	12.96	9.56	6.94	5.94	6.79	7.48	8.06	6.76	4.98
0.50%	0.00%	2.83	3.13	3.59	4.49	7.34	6.09	2.83	3.13	3.59	4.44	5.04	4.17
1.00%	0.00%	1.36	1.42	1.50	1.60	1.91	3.34	1.36	1.42	1.50	1.60	1.91	2.51
1.50%	0.00%	0.88	0.90	0.93	0.97	1.06	1.22	0.88	0.90	0.93	0.97	1.06	1.22
2.50%	0.00%	0.49	0.50	0.51	0.52	0.55	0.58	0.49	0.50	0.51	0.52	0.55	0.58
3.00%	0.00%	0.40	0.40	0.41	0.42	0.43	0.46	0.40	0.40	0.41	0.42	0.43	0.46
5.00%	0.00%	0.21	0.21	0.21	0.22	0.22	0.23	0.21	0.21	0.21	0.22	0.22	0.23
0.00%	0.01%	28.07	24.52	18.67	13.88	8.57	5.87	9.98	9.98	9.98	9.98	7.27	4.97
0.50%	0.03%	2.63	2.91	3.35	4.20	7.13	6.02	2.63	2.91	3.35	4.20	4.88	4.08
1.00%	0.10%	1.01	1.05	1.09	1.15	1.30	1.61	1.01	1.05	1.09	1.15	1.30	1.61

Class B-2A, B-2AR and B-2AI
Weighted Average Life (years)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	27.59	22.97	16.52	11.99	7.32	4.99	9.98	9.98	9.98	9.98	7.14	4.88
0.25%	0.00%	8.26	11.43	20.75	17.83	8.94	5.71	8.20	9.41	9.97	9.98	7.31	5.06
0.50%	0.00%	3.90	4.39	5.18	6.82	11.88	6.89	3.90	4.39	5.18	6.73	7.27	4.98
1.00%	0.00%	1.87	1.98	2.11	2.27	2.83	5.57	1.87	1.98	2.11	2.27	2.83	3.90
1.50%	0.00%	1.22	1.26	1.31	1.37	1.53	1.81	1.22	1.26	1.31	1.37	1.53	1.81
2.50%	0.00%	0.70	0.71	0.73	0.75	0.79	0.85	0.70	0.71	0.73	0.75	0.79	0.85
3.00%	0.00%	0.57	0.57	0.58	0.60	0.63	0.66	0.57	0.57	0.58	0.60	0.63	0.66
5.00%	0.00%	0.31	0.31	0.31	0.32	0.32	0.33	0.31	0.31	0.31	0.32	0.32	0.33
0.00%	0.01%	27.59	22.97	16.51	11.99	7.32	4.99	9.98	9.98	9.98	9.98	7.14	4.88
0.50%	0.03%	3.60	4.07	4.83	6.38	11.69	7.12	3.60	4.07	4.83	6.37	7.20	4.98
1.00%	0.10%	1.40	1.46	1.53	1.62	1.88	2.44	1.40	1.46	1.53	1.62	1.88	2.44

Class B-2B
Weighted Average Life (years)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	28.56	26.07	20.84	15.78	9.82	6.74	9.98	9.98	9.98	9.98	7.39	5.06
0.25%	0.00%	3.68	4.17	5.00	8.09	10.19	8.17	3.68	4.17	5.00	6.15	6.20	4.90
0.50%	0.00%	1.77	1.87	2.00	2.16	2.80	5.29	1.77	1.87	2.00	2.16	2.80	3.37
1.00%	0.00%	0.84	0.86	0.89	0.92	0.99	1.11	0.84	0.86	0.89	0.92	0.99	1.11
1.50%	0.00%	0.53	0.54	0.55	0.57	0.59	0.63	0.53	0.54	0.55	0.57	0.59	0.63
2.50%	0.00%	0.29	0.30	0.30	0.30	0.31	0.32	0.29	0.30	0.30	0.30	0.31	0.32
3.00%	0.00%	0.23	0.23	0.23	0.24	0.24	0.25	0.23	0.23	0.23	0.24	0.24	0.25
5.00%	0.00%	0.11	0.12	0.12	0.12	0.12	0.12	0.11	0.12	0.12	0.12	0.12	0.12
0.00%	0.01%	28.56	26.07	20.83	15.78	9.82	6.74	9.98	9.98	9.98	9.98	7.39	5.06
0.50%	0.03%	1.65	1.76	1.88	2.03	2.56	4.92	1.65	1.76	1.88	2.03	2.56	3.18
1.00%	0.10%	0.63	0.64	0.66	0.67	0.72	0.78	0.63	0.64	0.66	0.67	0.72	0.78

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 M-1					
	CPR Prepayment Assumption					
Date	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
Closing Date	100	100	100	100	100	100
January 25, 2021	100	96	77	57	24	0
January 25, 2022	100	74	40	8	0	0
January 25, 2023	100	52	7	0	0	0
January 25, 2024	94	32	0	0	0	0
January 25, 2025	86	13	0	0	0	0
January 25, 2026	79	0	0	0	0	0
January 25, 2027	71	0	0	0	0	0
January 25, 2028	63	0	0	0	0	0
January 25, 2029	54	0	0	0	0	0
January 25, 2030	45	0	0	0	0	0
January 25, 2031	36	0	0	0	0	0
January 25, 2032	26	0	0	0	0	0
January 25, 2033	15	0	0	0	0	0
January 25, 2034	5	0	0	0	0	0
January 25, 2035 and thereafter	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	9.24	3.18	1.76	1.18	0.72	0.47
Weighted Average Life (years) to Early Redemption Date**	8.19	3.18	1.76	1.18	0.72	0.47

† Rounded to the nearest whole percentage.
** Based on the assumption that the Early Redemption Date occurs on the first eligible Payment Date.

Date	Class M-2, M-2R, M-2S, M-2T, M-2U and M-2I					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	25%	35%
Closing Date	100	100	100	100	100	100
January 25, 2021	100	100	100	100	100	90
January 25, 2022	100	100	100	100	70	37
January 25, 2023	100	100	100	78	36	2
January 25, 2024	100	100	85	55	11	0
January 25, 2025	100	100	68	36	0	0
January 25, 2026	100	96	53	20	0	0
January 25, 2027	100	85	39	7	0	0
January 25, 2028	100	74	27	0	0	0
January 25, 2029	100	64	17	0	0	0
January 25, 2030	100	54	7	0	0	0
January 25, 2031	100	45	0	0	0	0
January 25, 2032	100	37	0	0	0	0
January 25, 2033	100	28	0	0	0	0
January 25, 2034	100	21	0	0	0	0
January 25, 2035	96	13	0	0	0	0
January 25, 2036	88	6	0	0	0	0
January 25, 2037	80	0	0	0	0	0
January 25, 2038	71	0	0	0	0	0
January 25, 2039	62	0	0	0	0	0
January 25, 2040	53	0	0	0	0	0
January 25, 2041	43	0	0	0	0	0
January 25, 2042	33	0	0	0	0	0
January 25, 2043	22	0	0	0	0	0
January 25, 2044	11	0	0	0	0	0
January 25, 2045 and thereafter	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	20.12	10.77	6.49	4.48	2.69	1.81
Weighted Average Life (years) to Early Redemption Date**	9.98	8.98	6.46	4.48	2.69	1.81

** Based on the assumption that the Early Redemption Date occurs on the first eligible Payment Date.

	Class M-2A, M-2AR, M-2AS, M-2AT, M-2AU and M-2AI					
	CPR Prepayment Assumption					
Date	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
Closing Date	100	100	100	100	100	100
January 25, 2021	100	100	100	100	100	81
January 25, 2022	100	100	100	100	40	0
January 25, 2023	100	100	100	56	0	0
January 25, 2024	100	100	71	11	0	0
January 25, 2025	100	100	37	0	0	0
January 25, 2026	100	93	6	0	0	0
January 25, 2027	100	70	0	0	0	0
January 25, 2028	100	49	0	0	0	0
January 25, 2029	100	28	0	0	0	0
January 25, 2030	100	9	0	0	0	0
January 25, 2031	100	0	0	0	0	0
January 25, 2032	100	0	0	0	0	0
January 25, 2033	100	0	0	0	0	0
January 25, 2034	100	0	0	0	0	0
January 25, 2035	91	0	0	0	0	0
January 25, 2036	76	0	0	0	0	0
January 25, 2037	59	0	0	0	0	0
January 25, 2038	42	0	0	0	0	0
January 25, 2039	24	0	0	0	0	0
January 25, 2040	6	0	0	0	0	0
January 25, 2041 and thereafter	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	17.50	8.00	4.65	3.18	1.91	1.28
Weighted Average Life (years) to Early Redemption Date**	9.98	7.98	4.65	3.18	1.91	1.28

** Based on the assumption that the Early Redemption Date occurs on the first eligible Payment Date.

Date	Class M-2B, M-2BR, M-2BS, M-2BT, M-2BU, M-2BI, M-2RB*, M-2SB*, M-2TB* and M-2UB*					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	25%	35%
Closing Date	100	100	100	100	100	100
January 25, 2021	100	100	100	100	100	100
January 25, 2022	100	100	100	100	100	74
January 25, 2023	100	100	100	100	72	5
January 25, 2024	100	100	100	100	22	0
January 25, 2025	100	100	100	73	0	0
January 25, 2026	100	100	100	41	0	0
January 25, 2027	100	100	79	14	0	0
January 25, 2028	100	100	55	0	0	0
January 25, 2029	100	100	33	0	0	0
January 25, 2030	100	100	14	0	0	0
January 25, 2031	100	91	0	0	0	0
January 25, 2032	100	73	0	0	0	0
January 25, 2033	100	57	0	0	0	0
January 25, 2034	100	41	0	0	0	0
January 25, 2035	100	27	0	0	0	0
January 25, 2036	100	13	0	0	0	0
January 25, 2037	100	0	0	0	0	0
January 25, 2038	100	0	0	0	0	0
January 25, 2039	100	0	0	0	0	0
January 25, 2040	100	0	0	0	0	0
January 25, 2041	86	0	0	0	0	0
January 25, 2042	66	0	0	0	0	0
January 25, 2043	45	0	0	0	0	0
January 25, 2044	23	0	0	0	0	0
January 25, 2045 and thereafter	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	22.74	13.54	8.33	5.79	3.48	2.35
Weighted Average Life (years) to Early Redemption Date**	9.98	9.98	8.27	5.79	3.48	2.35

* Based on Class Principal Balance.

	Class B-1					
	CPR Prepayment Assumption					
Date	0%	5%	10%	15%	25%	35%
Closing Date	100	100	100	100	100	100
January 25, 2021	100	100	100	100	100	100
January 25, 2022	100	100	100	100	100	100
January 25, 2023	100	100	100	100	100	100
January 25, 2024	100	100	100	100	100	26
January 25, 2025	100	100	100	100	73	0
January 25, 2026	100	100	100	100	21	0
January 25, 2027	100	100	100	100	0	0
January 25, 2028	100	100	100	84	0	0
January 25, 2029	100	100	100	48	0	0
January 25, 2030	100	100	100	19	0	0
January 25, 2031	100	100	95	0	0	0
January 25, 2032	100	100	67	0	0	0
January 25, 2033	100	100	41	0	0	0
January 25, 2034	100	100	19	0	0	0
January 25, 2035	100	100	0	0	0	0
January 25, 2036	100	100	0	0	0	0
January 25, 2037	100	99	0	0	0	0
January 25, 2038	100	75	0	0	0	0
January 25, 2039	100	52	0	0	0	0
January 25, 2040	100	31	0	0	0	0
January 25, 2041	100	11	0	0	0	0
January 25, 2042	100	0	0	0	0	0
January 25, 2043	100	0	0	0	0	0
January 25, 2044	100	0	0	0	0	0
January 25, 2045	99	0	0	0	0	0
January 25, 2046	52	0	0	0	0	0
January 25, 2047	4	0	0	0	0	0
January 25, 2048 and thereafter	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	26.06	19.18	12.75	9.04	5.47	3.71
Weighted Average Life (years) to Early Redemption Date**	9.98	9.98	9.98	8.96	5.47	3.71

** Based on the assumption that the Early Redemption Date occurs on the first eligible Payment Date.

	Class B-1A, B-1AR and B-1AI					
	CPR Prepayment Assumption					
Date	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
Closing Date	100	100	100	100	100	100
January 25, 2021	100	100	100	100	100	100
January 25, 2022	100	100	100	100	100	100
January 25, 2023	100	100	100	100	100	100
January 25, 2024	100	100	100	100	100	0
January 25, 2025	100	100	100	100	45	0
January 25, 2026	100	100	100	100	0	0
January 25, 2027	100	100	100	100	0	0
January 25, 2028	100	100	100	68	0	0
January 25, 2029	100	100	100	0	0	0
January 25, 2030	100	100	100	0	0	0
January 25, 2031	100	100	90	0	0	0
January 25, 2032	100	100	33	0	0	0
January 25, 2033	100	100	0	0	0	0
January 25, 2034	100	100	0	0	0	0
January 25, 2035	100	100	0	0	0	0
January 25, 2036	100	100	0	0	0	0
January 25, 2037	100	97	0	0	0	0
January 25, 2038	100	50	0	0	0	0
January 25, 2039	100	5	0	0	0	0
January 25, 2040	100	0	0	0	0	0
January 25, 2041	100	0	0	0	0	0
January 25, 2042	100	0	0	0	0	0
January 25, 2043	100	0	0	0	0	0
January 25, 2044	100	0	0	0	0	0
January 25, 2045	97	0	0	0	0	0
January 25, 2046	5	0	0	0	0	0
January 25, 2047 and thereafter	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	25.53	18.02	11.73	8.26	4.99	3.38
Weighted Average Life (years) to Early Redemption Date**	9.98	9.98	9.98	8.26	4.99	3.38

** Based on the assumption that the Early Redemption Date occurs on the first eligible Payment Date.

	Class B-1B					
	CPR Prepayment Assumption					
Date	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
Closing Date	100	100	100	100	100	100
January 25, 2021	100	100	100	100	100	100
January 25, 2022	100	100	100	100	100	100
January 25, 2023	100	100	100	100	100	100
January 25, 2024	100	100	100	100	100	52
January 25, 2025	100	100	100	100	100	0
January 25, 2026	100	100	100	100	42	0
January 25, 2027	100	100	100	100	0	0
January 25, 2028	100	100	100	100	0	0
January 25, 2029	100	100	100	97	0	0
January 25, 2030	100	100	100	37	0	0
January 25, 2031	100	100	100	0	0	0
January 25, 2032	100	100	100	0	0	0
January 25, 2033	100	100	83	0	0	0
January 25, 2034	100	100	38	0	0	0
January 25, 2035	100	100	0	0	0	0
January 25, 2036	100	100	0	0	0	0
January 25, 2037	100	100	0	0	0	0
January 25, 2038	100	100	0	0	0	0
January 25, 2039	100	100	0	0	0	0
January 25, 2040	100	62	0	0	0	0
January 25, 2041	100	22	0	0	0	0
January 25, 2042	100	0	0	0	0	0
January 25, 2043	100	0	0	0	0	0
January 25, 2044	100	0	0	0	0	0
January 25, 2045	100	0	0	0	0	0
January 25, 2046	100	0	0	0	0	0
January 25, 2047	8	0	0	0	0	0
January 25, 2048 and thereafter	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	26.58	20.33	13.77	9.81	5.95	4.05
Weighted Average Life (years) to Early Redemption Date**	9.98	9.98	9.98	9.66	5.95	4.05

** Based on the assumption that the Early Redemption Date occurs on the first eligible Payment Date.

Date	Class B-2 CPR Prepayment Assumption					
	0%	5%	10%	15%	25%	35%
Closing Date	100	100	100	100	100	100
January 25, 2021	100	100	100	100	100	100
January 25, 2022	100	100	100	100	100	100
January 25, 2023	100	100	100	100	100	100
January 25, 2024	100	100	100	100	100	100
January 25, 2025	100	100	100	100	100	73
January 25, 2026	100	100	100	100	100	39
January 25, 2027	100	100	100	100	83	17
January 25, 2028	100	100	100	100	55	4
January 25, 2029	100	100	100	100	35	0
January 25, 2030	100	100	100	100	20	0
January 25, 2031	100	100	100	94	9	0
January 25, 2032	100	100	100	73	1	0
January 25, 2033	100	100	100	56	0	0
January 25, 2034	100	100	100	42	0	0
January 25, 2035	100	100	99	30	0	0
January 25, 2036	100	100	82	21	0	0
January 25, 2037	100	100	67	13	0	0
January 25, 2038	100	100	53	6	0	0
January 25, 2039	100	100	41	1	0	0
January 25, 2040	100	100	31	0	0	0
January 25, 2041	100	100	22	0	0	0
January 25, 2042	100	92	14	0	0	0
January 25, 2043	100	74	7	0	0	0
January 25, 2044	100	57	1	0	0	0
January 25, 2045	100	41	0	0	0	0
January 25, 2046	100	25	0	0	0	0
January 25, 2047	100	11	0	0	0	0
January 25, 2048	53	0	0	0	0	0
January 25, 2049 and thereafter	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	28.07	24.52	18.68	13.88	8.57	5.86
Weighted Average Life (years) to Early Redemption Date**	9.98	9.98	9.98	9.98	7.27	4.97

** Based on the 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
January 25, 2021	100	100	100	100	100	100
January 25, 2022	100	100	100	100	100	100
January 25, 2023	100	100	100	100	100	100
January 25, 2024	100	100	100	100	100	100
January 25, 2025	100	100	100	100	100	46
January 25, 2026	100	100	100	100	100	0
January 25, 2027	100	100	100	100	66	0
January 25, 2028	100	100	100	100	11	0
January 25, 2029	100	100	100	100	0	0
January 25, 2030	100	100	100	100	0	0
January 25, 2031	100	100	100	88	0	0
January 25, 2032	100	100	100	47	0	0
January 25, 2033	100	100	100	13	0	0
January 25, 2034	100	100	100	0	0	0
January 25, 2035	100	100	99	0	0	0
January 25, 2036	100	100	64	0	0	0
January 25, 2037	100	100	33	0	0	0
January 25, 2038	100	100	6	0	0	0
January 25, 2039	100	100	0	0	0	0
January 25, 2040	100	100	0	0	0	0
January 25, 2041	100	100	0	0	0	0
January 25, 2042	100	84	0	0	0	0
January 25, 2043	100	48	0	0	0	0
January 25, 2044	100	14	0	0	0	0
January 25, 2045	100	0	0	0	0	0
January 25, 2046	100	0	0	0	0	0
January 25, 2047	100	0	0	0	0	0
January 25, 2048	7	0	0	0	0	0
January 25, 2049 and thereafter	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	27.59	22.97	16.52	11.99	7.32	4.99
Weighted Average Life (years) to Early Redemption Date**	9.98	9.98	9.98	9.98	7.14	4.88

** Based on the assumption that the Early Redemption Date occurs on the first eligible Payment Date.

Date	Class B-2B CPR Prepayment Assumption 0%	5%	10%	15%	25%	35%
Closing Date	100	100	100	100	100	100
January 25, 2021	100	100	100	100	100	100
January 25, 2022	100	100	100	100	100	100
January 25, 2023	100	100	100	100	100	100
January 25, 2024	100	100	100	100	100	100
January 25, 2025	100	100	100	100	100	100
January 25, 2026	100	100	100	100	100	78
January 25, 2027	100	100	100	100	100	35
January 25, 2028	100	100	100	100	100	7
January 25, 2029	100	100	100	100	70	0
January 25, 2030	100	100	100	100	40	0
January 25, 2031	100	100	100	100	18	0
January 25, 2032	100	100	100	100	2	0
January 25, 2033	100	100	100	100	0	0
January 25, 2034	100	100	100	84	0	0
January 25, 2035	100	100	100	61	0	0
January 25, 2036	100	100	100	41	0	0
January 25, 2037	100	100	100	25	0	0
January 25, 2038	100	100	100	12	0	0
January 25, 2039	100	100	83	1	0	0
January 25, 2040	100	100	62	0	0	0
January 25, 2041	100	100	44	0	0	0
January 25, 2042	100	100	28	0	0	0
January 25, 2043	100	100	14	0	0	0
January 25, 2044	100	100	2	0	0	0
January 25, 2045	100	81	0	0	0	0
January 25, 2046	100	51	0	0	0	0
January 25, 2047	100	22	0	0	0	0
January 25, 2048	100	0	0	0	0	0
January 25, 2049	1	0	0	0	0	0
January 25, 2050	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	28.56	26.07	20.84	15.78	9.82	6.74
Weighted Average Life (years) to Early Redemption Date**	9.98	9.98	9.98	9.98	7.39	5.06

** 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 Amount (as % of Reference Pool Cut-off Date Balance) to Scheduled Maturity Date

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%
0.25%	4.4%	2.7%	1.8%	1.3%	0.8%	0.6%
0.50%	8.5%	5.3%	3.6%	2.6%	1.6%	1.1%
1.00%	16.2%	10.2%	7.0%	5.1%	3.2%	2.2%
1.50%	23.1%	14.7%	10.2%	7.5%	4.7%	3.3%
2.50%	35.1%	22.8%	16.0%	12.0%	7.7%	5.4%
3.00%	40.2%	26.4%	18.7%	14.1%	9.1%	6.4%
5.00%	56.3%	38.5%	28.2%	21.8%	14.4%	10.4%

Cumulative Credit Event Amount (as % of Reference Pool Cut-off Date Balance) to Early Redemption Date

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%
0.25%	2.3%	1.8%	1.4%	1.2%	0.7%	0.5%
0.50%	4.5%	3.5%	2.8%	2.3%	1.5%	1.0%
1.00%	8.7%	6.9%	5.6%	4.5%	2.9%	2.0%
1.50%	12.8%	10.2%	8.2%	6.7%	4.3%	3.0%
2.50%	20.5%	16.3%	13.2%	10.8%	6.9%	4.9%
3.00%	24.1%	19.2%	15.6%	12.7%	8.2%	5.8%
5.00%	36.9%	29.7%	24.3%	19.8%	13.0%	9.4%

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 M-1 Cumulative Write-down Amount
(as % of the Class M-1 Original Class Principal Balance)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
1.00%	0.00%	83.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
1.50%	0.00%	100.0%	54.0%	0.0%	0.0%	0.0%	0.0%	16.4%	0.0%	0.0%	0.0%	0.0%	0.0%
2.50%	0.00%	100.0%	100.0%	81.0%	0.7%	0.0%	0.0%	100.0%	86.9%	23.8%	0.0%	0.0%	0.0%
3.00%	0.00%	100.0%	100.0%	100.0%	43.0%	0.0%	0.0%	100.0%	100.0%	71.2%	14.5%	0.0%	0.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	48.5%	0.0%	100.0%	100.0%	100.0%	100.0%	20.8%	0.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
1.00%	0.10%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Class M-2, M-2R, M-2S, M-2T and M-2U Cumulative Write-down Amount
(as % of the Respective Class M-2, M-2R, M-2S, M-2T and M-2U
Original Class Principal Balance)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.00%	54.1%	11.7%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.0%	0.0%	0.0%
1.00%	0.00%	100.0%	76.0%	33.9%	9.6%	0.0%	0.0%	57.0%	33.3%	15.2%	1.4%	0.0%	0.0%
1.50%	0.00%	100.0%	100.0%	76.0%	41.2%	4.3%	0.0%	100.0%	76.2%	49.9%	29.7%	0.0%	0.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	43.2%	13.4%	100.0%	100.0%	100.0%	83.8%	33.5%	6.7%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	61.8%	27.0%	100.0%	100.0%	100.0%	100.0%	50.5%	18.8%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	78.9%	100.0%	100.0%	100.0%	100.0%	100.0%	65.4%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	60.0%	16.2%	0.0%	0.0%	0.0%	0.0%	6.8%	0.0%	0.0%	0.0%	0.0%	0.0%
1.00%	0.10%	100.0%	97.6%	47.9%	23.4%	0.0%	0.0%	86.1%	49.8%	29.3%	15.2%	0.0%	0.0%

Class M-2A, M-2AR, M-2AS, M-2AT and M-2AU Cumulative Write-down Amount
(as % of the Respective Class M-2A, M-2AR, M-2AS, M-2AT and M-2AU
Original Class Principal Balance)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.00%	8.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
1.00%	0.00%	100.0%	52.0%	0.0%	0.0%	0.0%	0.0%	14.0%	0.0%	0.0%	0.0%	0.0%	0.0%
1.50%	0.00%	100.0%	100.0%	52.0%	0.0%	0.0%	0.0%	100.0%	52.4%	0.0%	0.0%	0.0%	0.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	0.0%	0.0%	100.0%	100.0%	100.0%	67.5%	0.0%	0.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	23.6%	0.0%	100.0%	100.0%	100.0%	100.0%	0.9%	0.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	57.8%	100.0%	100.0%	100.0%	100.0%	100.0%	30.9%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
1.00%	0.10%	100.0%	95.1%	0.0%	0.0%	0.0%	0.0%	72.3%	0.0%	0.0%	0.0%	0.0%	0.0%

Class M-2B, M-2BR, M-2BS, M-2BT, M-2BU, M-2RB, M-2SB, M-2TB and M-2UB Cumulative Write-down Amount (as % of the Respective Class M-2B, M-2BR, M-2BS, M-2BT, M-2BU, M-2RB, M-2SB, M-2TB and M-2UB Original Class Principal Balance)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.00%	100.0%	23.3%	0.0%	0.0%	0.0%	0.0%	1.6%	0.0%	0.0%	0.0%	0.0%	0.0%
1.00%	0.00%	100.0%	100.0%	67.9%	19.3%	0.0%	0.0%	100.0%	66.5%	30.4%	2.8%	0.0%	0.0%
1.50%	0.00%	100.0%	100.0%	100.0%	82.5%	8.7%	0.0%	100.0%	100.0%	99.7%	59.4%	0.0%	0.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	86.3%	26.8%	100.0%	100.0%	100.0%	100.0%	67.0%	13.3%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	53.9%	100.0%	100.0%	100.0%	100.0%	100.0%	37.6%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	32.4%	0.0%	0.0%	0.0%	0.0%	13.6%	0.0%	0.0%	0.0%	0.0%	0.0%
1.00%	0.10%	100.0%	100.0%	95.9%	46.9%	0.0%	0.0%	100.0%	99.5%	58.6%	30.5%	0.0%	0.0%

Class B-1 Cumulative Write-down Amount (as % of the Class B-1 Original Class Principal Balance)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	98.3%	14.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.00%	100.0%	100.0%	59.6%	11.2%	0.0%	0.0%	100.0%	56.6%	21.3%	0.0%	0.0%	0.0%
1.00%	0.00%	100.0%	100.0%	100.0%	100.0%	39.8%	0.0%	100.0%	100.0%	100.0%	100.0%	24.6%	0.0%
1.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	45.4%	100.0%	100.0%	100.0%	100.0%	94.2%	29.6%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	100.0%	66.9%	15.7%	0.0%	0.0%	100.0%	69.4%	28.7%	0.0%	0.0%	0.0%
1.00%	0.10%	100.0%	100.0%	100.0%	100.0%	77.4%	17.6%	100.0%	100.0%	100.0%	100.0%	62.0%	6.6%

Class B-1A and B-1AR Cumulative Write-down Amount (as % of the Respective Class B-1A and B-1AR Original Class Principal Balance)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	96.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.00%	100.0%	100.0%	19.3%	0.0%	0.0%	0.0%	100.0%	13.3%	0.0%	0.0%	0.0%	0.0%
1.00%	0.00%	100.0%	100.0%	100.0%	100.0%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%	0.0%	0.0%
1.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	0.0%	100.0%	100.0%	100.0%	100.0%	88.4%	0.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	100.0%	33.9%	0.0%	0.0%	0.0%	100.0%	38.8%	0.0%	0.0%	0.0%	0.0%
1.00%	0.10%	100.0%	100.0%	100.0%	100.0%	54.8%	0.0%	100.0%	100.0%	100.0%	100.0%	24.0%	0.0%

Class B-1B Cumulative Write-down Amount
(as % of the Class B-1B Original Class Principal Balance)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	100.0%	29.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.00%	100.0%	100.0%	100.0%	22.4%	0.0%	0.0%	100.0%	100.0%	42.7%	0.0%	0.0%	0.0%
1.00%	0.00%	100.0%	100.0%	100.0%	100.0%	79.6%	0.0%	100.0%	100.0%	100.0%	100.0%	49.2%	0.0%
1.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	90.9%	100.0%	100.0%	100.0%	100.0%	100.0%	59.1%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	100.0%	100.0%	31.3%	0.0%	0.0%	100.0%	100.0%	57.4%	0.0%	0.0%	0.0%
1.00%	0.10%	100.0%	100.0%	100.0%	100.0%	100.0%	35.1%	100.0%	100.0%	100.0%	100.0%	100.0%	13.3%

Class B-2 Cumulative Write-down Amount
(as % of the Class B-2 Original Class Principal Balance)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	100.0%	100.0%	71.2%	46.3%	20.8%	8.2%	92.8%	69.2%	51.3%	37.7%	16.9%	5.5%
0.50%	0.00%	100.0%	100.0%	100.0%	100.0%	61.0%	36.1%	100.0%	100.0%	100.0%	94.4%	53.4%	30.7%
1.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	91.3%	100.0%	100.0%	100.0%	100.0%	100.0%	80.7%
1.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	100.0%	100.0%	100.0%	63.3%	38.4%	100.0%	100.0%	100.0%	98.7%	55.8%	32.9%
1.00%	0.10%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Class B-2A and B-2AR Cumulative Write-down Amount
(as % of the Respective Class B-2A and B-2AR Original Class Principal Balance)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	100.0%	100.0%	42.3%	0.0%	0.0%	0.0%	85.5%	38.4%	2.6%	0.0%	0.0%	0.0%
0.50%	0.00%	100.0%	100.0%	100.0%	100.0%	22.0%	0.0%	100.0%	100.0%	100.0%	88.8%	6.8%	0.0%
1.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	82.5%	100.0%	100.0%	100.0%	100.0%	100.0%	61.4%
1.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	100.0%	100.0%	100.0%	26.6%	0.0%	100.0%	100.0%	100.0%	97.4%	11.5%	0.0%
1.00%	0.10%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Class B-2B Cumulative Write-down Amount
(as % of the Class B-2B Original Class Principal Balance)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	100.0%	100.0%	100.0%	92.7%	41.5%	16.4%	100.0%	100.0%	100.0%	75.3%	33.8%	11.0%
0.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	72.2%	100.0%	100.0%	100.0%	100.0%	100.0%	61.3%
1.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
1.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	100.0%	100.0%	100.0%	100.0%	76.8%	100.0%	100.0%	100.0%	100.0%	100.0%	65.9%
1.00%	0.10%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

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 M-1 Pre-Tax Yield (Assumed Price = 100.00000%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%
0.25%	0.00%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%
0.50%	0.00%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%
1.00%	0.00%	(2.25)%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%
1.50%	0.00%	(16.52)%	(0.16)%	2.41%	2.41%	2.41%	2.41%	0.83%	2.41%	2.41%	2.41%	2.41%	2.41%
2.50%	0.00%	(38.92)%	(27.66)%	(4.18)%	2.36%	2.41%	2.41%	(38.92)%	(14.33)%	(0.00)%	2.41%	2.41%	2.41%
3.00%	0.00%	(50.09)%	(39.36)%	(24.36)%	(1.62)%	2.41%	2.41%	(50.09)%	(39.36)%	(8.47)%	0.91%	2.41%	2.41%
5.00%	0.00%	(91.34)%	(82.78)%	(72.29)%	(58.51)%	(5.81)%	2.41%	(91.34)%	(82.78)%	(72.29)%	(58.51)%	(1.31)%	2.41%
0.00%	0.01%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%
0.50%	0.03%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%
1.00%	0.10%	(18.80)%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%	2.41%

Class M-2A Pre-Tax Yield (Assumed Price = 101.52683%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	3.46%	3.36%	3.22%	3.07%	2.75%	2.36%	3.39%	3.36%	3.22%	3.07%	2.75%	2.36%
0.25%	0.00%	3.48%	3.40%	3.26%	3.12%	2.79%	2.40%	3.39%	3.38%	3.26%	3.12%	2.79%	2.40%
0.50%	0.00%	3.30%	3.43%	3.31%	3.18%	2.87%	2.58%	3.39%	3.39%	3.31%	3.18%	2.87%	2.58%
1.00%	0.00%	(11.58)%	1.35%	3.43%	3.34%	3.12%	2.87%	2.13%	3.39%	3.39%	3.34%	3.12%	2.87%
1.50%	0.00%	(26.32)%	(16.06)%	0.59%	3.40%	3.18%	2.92%	(26.32)%	(2.82)%	3.39%	3.38%	3.18%	2.92%
2.50%	0.00%	(56.53)%	(47.20)%	(35.45)%	(15.42)%	3.30%	3.04%	(56.53)%	(47.20)%	(35.45)%	(6.34)%	3.28%	3.04%
3.00%	0.00%	(71.01)%	(62.26)%	(51.54)%	(37.19)%	0.61%	3.10%	(71.01)%	(62.26)%	(51.54)%	(37.19)%	3.18%	3.10%
5.00%	0.00%	*	*	*	(97.93)%	(71.75)%	(8.52)%	*	*	*	(97.93)%	(71.75)%	(4.44)%
0.00%	0.01%	3.46%	3.36%	3.22%	3.07%	2.75%	2.36%	3.39%	3.36%	3.22%	3.07%	2.75%	2.36%
0.50%	0.03%	2.64%	3.44%	3.33%	3.21%	2.93%	2.67%	3.39%	3.39%	3.33%	3.21%	2.93%	2.67%
1.00%	0.10%	(78.63)%	(9.44)%	2.55%	3.35%	3.16%	2.90%	(10.98)%	1.19%	2.50%	3.35%	3.16%	2.90%

Class M-2B Pre-Tax Yield (Assumed Price = 98.47317%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	3.68%	3.72%	3.79%	3.87%	4.05%	4.26%	3.76%	3.76%	3.79%	3.87%	4.05%	4.26%
0.25%	0.00%	3.66%	3.69%	3.76%	3.84%	4.02%	4.22%	3.76%	3.76%	3.77%	3.84%	4.02%	4.22%
0.50%	0.00%	(5.59)%	2.85%	3.72%	3.80%	3.98%	4.17%	3.62%	3.76%	3.76%	3.80%	3.98%	4.17%
1.00%	0.00%	(28.69)%	(18.35)%	(0.82)%	2.50%	3.85%	4.02%	(28.69)%	(5.61)%	0.59%	3.52%	3.86%	4.02%
1.50%	0.00%	(52.34)%	(42.75)%	(30.30)%	(4.48)%	2.93%	3.96%	(52.34)%	(42.75)%	(29.21)%	(4.39)%	3.83%	3.98%
2.50%	0.00%	(95.14)%	(87.52)%	(78.32)%	(66.73)%	(10.14)%	(0.74)%	(95.14)%	(87.52)%	(78.32)%	(66.73)%	(11.15)%	1.09%
3.00%	0.00%	*	*	(98.68)%	(89.05)%	(57.95)%	(6.45)%	*	*	(98.68)%	(89.05)%	(57.95)%	(5.46)%
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	3.68%	3.72%	3.79%	3.87%	4.05%	4.26%	3.76%	3.76%	3.79%	3.87%	4.05%	4.26%
0.50%	0.03%	(18.40)%	2.13%	3.72%	3.80%	3.96%	4.13%	2.19%	3.76%	3.76%	3.80%	3.96%	4.13%
1.00%	0.10%	(77.89)%	(69.99)%	(9.97)%	(1.47)%	3.82%	3.99%	(77.89)%	(43.02)%	(6.53)%	(1.02)%	3.84%	3.99%

* Less than (99.99)%.

Class B-1A Pre-Tax Yield (Assumed Price = 101.67804%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	3.93%	3.90%	3.85%	3.80%	3.66%	3.50%	3.83%	3.83%	3.83%	3.80%	3.66%	3.50%
0.25%	0.00%	(0.95)%	3.93%	3.89%	3.83%	3.69%	3.54%	3.83%	3.83%	3.83%	3.83%	3.69%	3.54%
0.50%	0.00%	(19.95)%	(10.53)%	3.32%	3.87%	3.73%	3.58%	(19.95)%	2.67%	3.83%	3.83%	3.73%	3.58%
1.00%	0.00%	(59.41)%	(50.82)%	(40.46)%	(26.74)%	3.84%	3.70%	(59.41)%	(50.82)%	(40.46)%	(26.74)%	3.76%	3.66%
1.50%	0.00%	(94.96)%	(87.98)%	(79.68)%	(69.63)%	(37.81)%	3.78%	(94.96)%	(87.98)%	(79.68)%	(69.63)%	(21.04)%	3.66%
2.50%	0.00%	*	*	*	*	*	(92.17)%	*	*	*	*	*	(92.17)%
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	3.93%	3.90%	3.85%	3.79%	3.66%	3.50%	3.83%	3.83%	3.83%	3.79%	3.66%	3.50%
0.50%	0.03%	(52.88)%	(43.04)%	1.82%	3.87%	3.74%	3.60%	(52.88)%	(2.50)%	3.47%	3.83%	3.74%	3.60%
1.00%	0.10%	*	*	*	*	(4.06)%	3.48%	*	*	*	*	(2.47)%	3.35%

Class B-1B Pre-Tax Yield (Assumed Price = 98.32196%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	4.14%	4.16%	4.19%	4.24%	4.35%	4.49%	4.24%	4.24%	4.24%	4.25%	4.35%	4.49%
0.25%	0.00%	(7.29)%	3.28%	4.16%	4.21%	4.32%	4.45%	4.24%	4.24%	4.24%	4.24%	4.32%	4.45%
0.50%	0.00%	(32.87)%	(23.66)%	(11.10)%	3.17%	4.28%	4.41%	(32.87)%	(23.66)%	(0.37)%	4.24%	4.30%	4.42%
1.00%	0.00%	(83.41)%	(75.84)%	(66.81)%	(55.68)%	(5.03)%	4.29%	(83.41)%	(75.84)%	(66.81)%	(55.68)%	(4.13)%	4.41%
1.50%	0.00%	*	*	*	*	(82.66)%	(13.05)%	*	*	*	*	(82.66)%	(12.09)%
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	4.14%	4.16%	4.19%	4.24%	4.35%	4.49%	4.24%	4.24%	4.24%	4.25%	4.35%	4.49%
0.50%	0.03%	(52.12)%	(42.55)%	(31.03)%	2.23%	4.27%	4.40%	(52.12)%	(42.55)%	(4.51)%	4.24%	4.30%	4.41%
1.00%	0.10%	*	*	*	*	(97.59)%	(1.68)%	*	*	*	*	(97.59)%	0.85%

Class B-2A Pre-Tax Yield (Assumed Price = 116.92560%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	5.62%	5.53%	5.29%	4.95%	4.13%	3.15%	4.69%	4.69%	4.69%	4.69%	4.08%	3.08%
0.25%	0.00%	(14.35)%	(5.90)%	3.85%	5.34%	4.51%	3.54%	(8.29)%	1.02%	4.51%	4.69%	4.13%	3.19%
0.50%	0.00%	(50.87)%	(42.64)%	(32.68)%	(19.09)%	3.39%	4.00%	(50.87)%	(42.64)%	(32.68)%	(12.14)%	3.34%	3.14%
1.00%	0.00%	*	*	*	(93.95)%	(71.83)%	(9.40)%	*	*	*	(93.95)%	(71.83)%	(13.89)%
1.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	5.62%	5.53%	5.29%	4.95%	4.13%	3.15%	4.69%	4.69%	4.69%	4.69%	4.08%	3.08%
0.50%	0.03%	*	*	*	(79.15)%	1.51%	3.94%	*	*	*	(32.85)%	0.92%	2.96%
1.00%	0.10%	*	*	*	*	*	*	*	*	*	*	*	*

* Less than (99.99)%.

Class B-2B Pre-Tax Yield (Assumed Price = 83.07440%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	8.44%	8.48%	8.63%	8.88%	9.56%	10.43%	9.52%	9.52%	9.52%	9.52%	10.17%	11.35%
0.25%	0.00%	(41.04)%	(32.80)%	(22.58)%	(2.67)%	4.77%	7.80%	(41.04)%	(32.80)%	(22.58)%	(3.38)%	4.74%	9.18%
0.50%	0.00%	*	(94.31)%	(86.92)%	(77.98)%	(51.18)%	(3.36)%	*	(94.31)%	(86.92)%	(77.98)%	(51.18)%	(7.22)%
1.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
1.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	8.44%	8.48%	8.63%	8.88%	9.56%	10.43%	9.52%	9.52%	9.52%	9.52%	10.17%	11.35%
0.50%	0.03%	*	*	*	*	*	(7.47)%	*	*	*	*	*	(14.88)%
1.00%	0.10%	*	*	*	*	*	*	*	*	*	*	*	*

Class M-2 Pre-Tax Yield (Assumed Price = 100.00000%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%
0.25%	0.00%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%
0.50%	0.00%	1.26%	3.10%	3.58%	3.58%	3.58%	3.58%	3.51%	3.58%	3.58%	3.58%	3.58%	3.58%
1.00%	0.00%	(16.04)%	(1.47)%	1.32%	2.83%	3.58%	3.58%	(3.86)%	(0.04)%	2.11%	3.44%	3.58%	3.58%
1.50%	0.00%	(32.99)%	(21.81)%	(3.02)%	(0.41)%	3.02%	3.58%	(32.99)%	(9.12)%	(2.78)%	0.10%	3.58%	3.58%
2.50%	0.00%	(66.27)%	(56.56)%	(44.05)%	(20.88)%	(3.52)%	0.62%	(66.27)%	(56.56)%	(44.05)%	(13.08)%	(2.79)%	1.89%
3.00%	0.00%	(81.65)%	(72.73)%	(61.59)%	(46.19)%	(7.25)%	(2.69)%	(81.65)%	(72.73)%	(61.59)%	(46.19)%	(6.84)%	(1.44)%
5.00%	0.00%	*	*	*	*	(83.48)%	(17.79)%	*	*	*	*	(83.48)%	(18.62)%
0.00%	0.01%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%	3.58%
0.50%	0.03%	0.03%	2.72%	3.58%	3.58%	3.58%	3.58%	2.82%	3.58%	3.58%	3.58%	3.58%	3.58%
1.00%	0.10%	(78.27)%	(11.58)%	(1.46)%	0.59%	3.58%	3.58%	(16.99)%	(5.19)%	(1.02)%	1.21%	3.58%	3.58%

Class M-2AR Pre-Tax Yield (Assumed Price = 97.77683%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	2.21%	2.36%	2.56%	2.79%	3.26%	3.85%	2.31%	2.36%	2.56%	2.79%	3.26%	3.85%
0.25%	0.00%	2.18%	2.31%	2.50%	2.72%	3.20%	3.79%	2.31%	2.32%	2.50%	2.72%	3.20%	3.79%
0.50%	0.00%	1.93%	2.25%	2.43%	2.63%	3.09%	3.52%	2.31%	2.31%	2.43%	2.63%	3.09%	3.52%
1.00%	0.00%	(17.26)%	(0.22)%	2.25%	2.39%	2.71%	3.09%	0.95%	2.31%	2.31%	2.39%	2.71%	3.09%
1.50%	0.00%	(34.07)%	(22.30)%	(0.95)%	2.30%	2.63%	3.01%	(34.07)%	(4.32)%	2.31%	2.33%	2.63%	3.01%
2.50%	0.00%	(66.81)%	(56.78)%	(43.88)%	(20.34)%	2.45%	2.84%	(66.81)%	(56.78)%	(43.88)%	(7.89)%	2.47%	2.84%
3.00%	0.00%	(81.93)%	(72.75)%	(61.30)%	(45.55)%	(0.61)%	2.75%	(81.93)%	(72.75)%	(61.30)%	(45.55)%	2.30%	2.75%
5.00%	0.00%	*	*	*	*	(82.04)%	(9.75)%	*	*	*	*	(82.04)%	(5.23)%
0.00%	0.01%	2.21%	2.36%	2.56%	2.79%	3.26%	3.85%	2.31%	2.36%	2.56%	2.79%	3.26%	3.85%
0.50%	0.03%	1.33%	2.23%	2.40%	2.58%	2.99%	3.38%	2.31%	2.31%	2.40%	2.58%	2.99%	3.38%
1.00%	0.10%	(90.14)%	(9.57)%	1.69%	2.34%	2.66%	3.04%	(11.23)%	1.00%	1.78%	2.34%	2.66%	3.04%

* Less than (99.99)%.

Class M-2AS Pre-Tax Yield (Assumed Price = 98.52683%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	2.46%	2.56%	2.70%	2.85%	3.16%	3.54%	2.53%	2.57%	2.70%	2.85%	3.16%	3.54%
0.25%	0.00%	2.45%	2.53%	2.66%	2.80%	3.12%	3.51%	2.53%	2.54%	2.66%	2.80%	3.12%	3.51%
0.50%	0.00%	2.21%	2.49%	2.61%	2.74%	3.04%	3.33%	2.53%	2.53%	2.61%	2.74%	3.04%	3.33%
1.00%	0.00%	(15.89)%	0.10%	2.49%	2.58%	2.80%	3.04%	1.19%	2.53%	2.53%	2.58%	2.80%	3.04%
1.50%	0.00%	(32.20)%	(20.80)%	(0.64)%	2.53%	2.74%	2.99%	(32.20)%	(4.01)%	2.53%	2.54%	2.74%	2.99%
2.50%	0.00%	(64.34)%	(54.48)%	(41.85)%	(19.18)%	2.62%	2.88%	(64.34)%	(54.48)%	(41.85)%	(7.57)%	2.64%	2.88%
3.00%	0.00%	(79.32)%	(70.24)%	(58.96)%	(43.54)%	(0.36)%	2.82%	(79.32)%	(70.24)%	(58.96)%	(43.54)%	2.48%	2.82%
5.00%	0.00%	*	*	*	*	(79.58)%	(9.50)%	*	*	*	*	(79.58)%	(5.07)%
0.00%	0.01%	2.46%	2.56%	2.70%	2.85%	3.16%	3.54%	2.53%	2.57%	2.70%	2.85%	3.16%	3.54%
0.50%	0.03%	1.59%	2.48%	2.59%	2.71%	2.98%	3.23%	2.53%	2.53%	2.59%	2.71%	2.98%	3.23%
1.00%	0.10%	(87.39)%	(9.54)%	1.86%	2.54%	2.76%	3.01%	(11.18)%	1.04%	1.92%	2.55%	2.76%	3.01%

Class M-2AT Pre-Tax Yield (Assumed Price = 99.27683%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	2.72%	2.76%	2.83%	2.90%	3.05%	3.24%	2.75%	2.77%	2.83%	2.90%	3.05%	3.24%
0.25%	0.00%	2.71%	2.75%	2.81%	2.88%	3.04%	3.23%	2.75%	2.75%	2.81%	2.88%	3.04%	3.23%
0.50%	0.00%	2.49%	2.73%	2.79%	2.85%	3.00%	3.14%	2.75%	2.75%	2.79%	2.85%	3.00%	3.14%
1.00%	0.00%	(14.66)%	0.42%	2.73%	2.77%	2.88%	3.00%	1.43%	2.75%	2.75%	2.77%	2.88%	3.00%
1.50%	0.00%	(30.52)%	(19.46)%	(0.33)%	2.75%	2.85%	2.97%	(30.52)%	(3.71)%	2.75%	2.75%	2.85%	2.97%
2.50%	0.00%	(62.12)%	(52.41)%	(40.03)%	(18.13)%	2.79%	2.92%	(62.12)%	(52.41)%	(40.03)%	(7.26)%	2.80%	2.92%
3.00%	0.00%	(76.96)%	(67.97)%	(56.85)%	(41.74)%	(0.12)%	2.89%	(76.96)%	(67.97)%	(56.85)%	(41.74)%	2.66%	2.89%
5.00%	0.00%	*	*	*	*	(77.37)%	(9.25)%	*	*	*	*	(77.37)%	(4.91)%
0.00%	0.01%	2.72%	2.76%	2.83%	2.90%	3.05%	3.24%	2.75%	2.77%	2.83%	2.90%	3.05%	3.24%
0.50%	0.03%	1.86%	2.72%	2.78%	2.83%	2.97%	3.09%	2.75%	2.75%	2.78%	2.83%	2.97%	3.09%
1.00%	0.10%	(84.91)%	(9.52)%	2.04%	2.75%	2.86%	2.98%	(11.13)%	1.08%	2.07%	2.75%	2.86%	2.98%

Class M-2AU Pre-Tax Yield (Assumed Price = 100.02683%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	2.97%	2.96%	2.96%	2.96%	2.95%	2.95%	2.96%	2.96%	2.96%	2.96%	2.95%	2.95%
0.25%	0.00%	2.97%	2.96%	2.96%	2.96%	2.95%	2.95%	2.96%	2.96%	2.96%	2.96%	2.95%	2.95%
0.50%	0.00%	2.76%	2.96%	2.96%	2.96%	2.96%	2.95%	2.96%	2.96%	2.96%	2.96%	2.96%	2.95%
1.00%	0.00%	(13.55)%	0.73%	2.96%	2.96%	2.96%	2.95%	1.66%	2.96%	2.96%	2.96%	2.96%	2.95%
1.50%	0.00%	(29.00)%	(18.23)%	(0.02)%	2.96%	2.96%	2.96%	(29.00)%	(3.41)%	2.96%	2.96%	2.96%	2.96%
2.50%	0.00%	(60.10)%	(50.53)%	(38.37)%	(17.16)%	2.96%	2.96%	(60.10)%	(50.53)%	(38.37)%	(6.95)%	2.96%	2.96%
3.00%	0.00%	(74.81)%	(65.91)%	(54.93)%	(40.10)%	0.13%	2.96%	(74.81)%	(65.91)%	(54.93)%	(40.10)%	2.83%	2.96%
5.00%	0.00%	*	*	*	*	(75.34)%	(9.00)%	*	*	*	*	(75.34)%	(4.75)%
0.00%	0.01%	2.97%	2.96%	2.96%	2.96%	2.95%	2.95%	2.96%	2.96%	2.96%	2.96%	2.95%	2.95%
0.50%	0.03%	2.12%	2.97%	2.96%	2.96%	2.96%	2.95%	2.96%	2.96%	2.96%	2.96%	2.96%	2.95%
1.00%	0.10%	(82.65)%	(9.49)%	2.21%	2.95%	2.96%	2.96%	(11.08)%	1.11%	2.22%	2.95%	2.96%	2.96%

* Less than (99.99)%.

Class M-2AI Pre-Tax Yield (Assumed Price = 3.75000%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	43.42%	40.87%	31.49%	16.15%	(22.30)%	(68.71)%	42.53%	40.86%	31.49%	16.15%	(22.30)%	(68.71)%
0.25%	0.00%	43.47%	42.30%	35.00%	21.34%	(17.36)%	(63.86)%	42.53%	42.06%	35.00%	21.34%	(17.36)%	(63.86)%
0.50%	0.00%	43.48%	43.12%	38.22%	27.45%	(7.77)%	(44.25)%	42.53%	42.51%	38.22%	27.45%	(7.77)%	(44.25)%
1.00%	0.00%	42.99%	43.44%	43.09%	39.92%	21.98%	(8.09)%	42.51%	42.53%	42.52%	39.92%	21.98%	(8.09)%
1.50%	0.00%	40.50%	42.29%	43.32%	42.16%	27.43%	(1.30)%	40.50%	42.06%	42.53%	41.90%	27.43%	(1.30)%
2.50%	0.00%	29.57%	33.44%	37.34%	41.00%	37.19%	12.39%	29.57%	33.44%	37.34%	40.75%	36.47%	12.39%
3.00%	0.00%	21.93%	26.45%	31.21%	36.14%	40.30%	19.25%	21.93%	26.45%	31.21%	36.14%	38.62%	19.24%
5.00%	0.00%	(15.84)%	(10.30)%	(4.21)%	2.53%	18.68%	34.16%	(15.84)%	(10.30)%	(4.21)%	2.53%	18.68%	28.91%
0.00%	0.01%	43.42%	40.87%	31.48%	16.14%	(22.31)%	(68.72)%	42.53%	40.86%	31.48%	16.14%	(22.31)%	(68.72)%
0.50%	0.03%	43.45%	43.29%	39.63%	30.95%	0.27%	(32.50)%	42.53%	42.53%	39.63%	30.95%	0.27%	(32.50)%
1.00%	0.10%	18.74%	23.38%	38.32%	41.24%	25.57%	(3.84)%	18.74%	23.38%	37.31%	41.18%	25.57%	(3.84)%

Class M-2BR Pre-Tax Yield (Assumed Price = 92.47317%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	2.49%	2.72%	3.08%	3.50%	4.40%	5.50%	2.93%	2.93%	3.09%	3.50%	4.40%	5.50%
0.25%	0.00%	2.43%	2.59%	2.92%	3.32%	4.24%	5.29%	2.93%	2.93%	2.99%	3.32%	4.24%	5.29%
0.50%	0.00%	(9.77)%	1.55%	2.74%	3.14%	4.06%	5.01%	2.78%	2.93%	2.93%	3.15%	4.06%	5.01%
1.00%	0.00%	(36.15)%	(24.37)%	(2.16)%	1.37%	3.41%	4.26%	(36.15)%	(6.94)%	(0.41)%	2.67%	3.44%	4.26%
1.50%	0.00%	(61.66)%	(51.28)%	(37.44)%	(5.71)%	2.14%	3.96%	(61.66)%	(51.28)%	(35.21)%	(5.48)%	3.31%	4.03%
2.50%	0.00%	*	(97.91)%	(88.43)%	(76.26)%	(11.13)%	(1.35)%	*	(97.91)%	(88.43)%	(76.26)%	(11.95)%	0.89%
3.00%	0.00%	*	*	*	(99.20)%	(66.38)%	(7.18)%	*	*	*	(99.20)%	(66.38)%	(5.75)%
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	2.49%	2.72%	3.08%	3.50%	4.40%	5.50%	2.93%	2.93%	3.09%	3.50%	4.40%	5.50%
0.50%	0.03%	(24.84)%	0.91%	2.72%	3.11%	3.95%	4.82%	1.40%	2.93%	2.93%	3.13%	3.95%	4.82%
1.00%	0.10%	(88.96)%	(80.83)%	(10.12)%	(2.01)%	3.23%	4.08%	(88.96)%	(44.08)%	(6.68)%	(1.38)%	3.35%	4.11%

Class M-2BS Pre-Tax Yield (Assumed Price = 93.67317%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	2.73%	2.93%	3.23%	3.57%	4.33%	5.24%	3.10%	3.10%	3.23%	3.57%	4.33%	5.24%
0.25%	0.00%	2.69%	2.81%	3.09%	3.43%	4.20%	5.07%	3.10%	3.10%	3.15%	3.43%	4.20%	5.07%
0.50%	0.00%	(8.76)%	1.82%	2.94%	3.28%	4.04%	4.83%	2.95%	3.10%	3.10%	3.29%	4.04%	4.83%
1.00%	0.00%	(34.34)%	(22.91)%	(1.88)%	1.61%	3.50%	4.21%	(34.34)%	(6.67)%	(0.20)%	2.84%	3.53%	4.21%
1.50%	0.00%	(59.40)%	(49.21)%	(35.71)%	(5.46)%	2.30%	3.96%	(59.40)%	(49.21)%	(33.83)%	(5.26)%	3.42%	4.02%
2.50%	0.00%	*	(95.41)%	(85.99)%	(73.96)%	(10.93)%	(1.23)%	*	(95.41)%	(85.99)%	(73.96)%	(11.78)%	0.93%
3.00%	0.00%	*	*	*	(96.75)%	(64.34)%	(7.03)%	*	*	*	(96.75)%	(64.34)%	(5.69)%
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	2.73%	2.93%	3.23%	3.57%	4.33%	5.24%	3.10%	3.10%	3.23%	3.57%	4.33%	5.24%
0.50%	0.03%	(23.27)%	1.16%	2.93%	3.25%	3.95%	4.68%	1.56%	3.10%	3.10%	3.26%	3.95%	4.68%
1.00%	0.10%	(86.29)%	(78.20)%	(10.09)%	(1.90)%	3.35%	4.06%	(86.29)%	(43.87)%	(6.65)%	(1.31)%	3.45%	4.09%

* Less than (99.99)%.

Class M-2BT Pre-Tax Yield (Assumed Price = 94.87317%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	2.97%	3.13%	3.37%	3.65%	4.26%	4.99%	3.27%	3.27%	3.38%	3.65%	4.26%	4.99%
0.25%	0.00%	2.94%	3.04%	3.26%	3.53%	4.15%	4.86%	3.27%	3.27%	3.31%	3.53%	4.15%	4.86%
0.50%	0.00%	(7.86)%	2.08%	3.14%	3.41%	4.03%	4.66%	3.12%	3.27%	3.27%	3.42%	4.03%	4.66%
1.00%	0.00%	(32.71)%	(21.60)%	(1.61)%	1.83%	3.59%	4.16%	(32.71)%	(6.40)%	(0.00)%	3.02%	3.61%	4.16%
1.50%	0.00%	(57.38)%	(47.36)%	(34.16)%	(5.21)%	2.46%	3.96%	(57.38)%	(47.36)%	(32.55)%	(5.04)%	3.52%	4.01%
2.50%	0.00%	*	(93.16)%	(83.80)%	(71.89)%	(10.72)%	(1.10)%	*	(93.16)%	(83.80)%	(71.89)%	(11.62)%	0.97%
3.00%	0.00%	*	*	*	(94.56)%	(62.51)%	(6.88)%	*	*	*	(94.56)%	(62.51)%	(5.63)%
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	2.97%	3.13%	3.37%	3.65%	4.26%	4.99%	3.27%	3.27%	3.38%	3.65%	4.26%	4.99%
0.50%	0.03%	(21.87)%	1.40%	3.13%	3.39%	3.95%	4.54%	1.72%	3.27%	3.27%	3.40%	3.95%	4.54%
1.00%	0.10%	(83.89)%	(75.85)%	(10.06)%	(1.79)%	3.47%	4.04%	(83.89)%	(43.66)%	(6.62)%	(1.23)%	3.55%	4.06%

Class M-2BU Pre-Tax Yield (Assumed Price = 96.07317%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	3.21%	3.33%	3.51%	3.73%	4.19%	4.75%	3.43%	3.43%	3.52%	3.73%	4.19%	4.75%
0.25%	0.00%	3.18%	3.26%	3.43%	3.63%	4.11%	4.64%	3.43%	3.43%	3.46%	3.63%	4.11%	4.64%
0.50%	0.00%	(7.04)%	2.34%	3.34%	3.54%	4.01%	4.50%	3.29%	3.43%	3.44%	3.55%	4.01%	4.50%
1.00%	0.00%	(31.25)%	(20.42)%	(1.35)%	2.06%	3.68%	4.11%	(31.25)%	(6.13)%	0.20%	3.19%	3.70%	4.11%
1.50%	0.00%	(55.55)%	(45.68)%	(32.76)%	(4.97)%	2.62%	3.96%	(55.55)%	(45.68)%	(31.36)%	(4.82)%	3.63%	4.00%
2.50%	0.00%	(98.79)%	(91.12)%	(81.82)%	(70.02)%	(10.53)%	(0.98)%	(98.79)%	(91.12)%	(81.82)%	(70.02)%	(11.46)%	1.01%
3.00%	0.00%	*	*	*	(92.57)%	(60.86)%	(6.74)%	*	*	*	(92.57)%	(60.86)%	(5.58)%
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	3.21%	3.33%	3.51%	3.73%	4.19%	4.75%	3.43%	3.43%	3.52%	3.73%	4.19%	4.75%
0.50%	0.03%	(20.61)%	1.65%	3.33%	3.53%	3.96%	4.40%	1.88%	3.43%	3.44%	3.53%	3.96%	4.40%
1.00%	0.10%	(81.71)%	(73.73)%	(10.03)%	(1.69)%	3.59%	4.03%	(81.71)%	(43.45)%	(6.59)%	(1.16)%	3.65%	4.04%

Class M-2BI Pre-Tax Yield (Assumed Price = 6.00000%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	26.24%	25.16%	21.13%	13.98%	(6.60)%	(34.52)%	23.40%	23.40%	21.05%	13.98%	(6.60)%	(34.52)%
0.25%	0.00%	26.31%	25.92%	23.21%	17.23%	(2.66)%	(29.31)%	23.40%	23.40%	22.57%	17.23%	(2.66)%	(29.31)%
0.50%	0.00%	25.48%	26.19%	24.82%	20.09%	1.79%	(21.93)%	23.40%	23.40%	23.30%	19.97%	1.79%	(21.93)%
1.00%	0.00%	17.82%	21.46%	24.56%	24.93%	15.67%	(3.00)%	17.82%	20.94%	22.69%	23.38%	15.09%	(3.00)%
1.50%	0.00%	5.04%	10.14%	15.65%	21.32%	20.67%	4.02%	5.04%	10.14%	15.65%	19.84%	17.67%	2.34%
2.50%	0.00%	(26.92)%	(20.90)%	(14.17)%	(6.53)%	13.55%	13.74%	(26.92)%	(20.90)%	(14.17)%	(6.53)%	9.14%	6.79%
3.00%	0.00%	(43.71)%	(37.74)%	(31.06)%	(23.46)%	(3.65)%	11.25%	(43.71)%	(37.74)%	(31.06)%	(23.46)%	(3.65)%	2.72%
5.00%	0.00%	*	(99.87)%	(94.70)%	(88.90)%	(74.34)%	(53.19)%	*	(99.87)%	(94.70)%	(88.90)%	(74.34)%	(53.19)%
0.00%	0.01%	26.24%	25.16%	21.12%	13.98%	(6.60)%	(34.52)%	23.40%	23.40%	21.05%	13.98%	(6.60)%	(34.52)%
0.50%	0.03%	22.48%	25.87%	24.96%	20.62%	4.30%	(17.28)%	22.23%	23.40%	23.34%	20.47%	4.30%	(17.28)%
1.00%	0.10%	(9.80)%	(4.15)%	2.97%	15.68%	18.66%	1.15%	(9.80)%	(4.15)%	2.62%	12.94%	16.89%	0.52%

* Less than (99.99)%.

Class M-2R Pre-Tax Yield (Assumed Price = 95.12500%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	2.36%	2.58%	2.89%	3.23%	3.98%	4.89%	2.61%	2.67%	2.89%	3.23%	3.98%	4.89%
0.25%	0.00%	2.31%	2.48%	2.76%	3.10%	3.86%	4.75%	2.61%	2.63%	2.80%	3.10%	3.86%	4.75%
0.50%	0.00%	(0.20)%	1.84%	2.63%	2.96%	3.70%	4.45%	2.54%	2.61%	2.73%	2.96%	3.70%	4.45%
1.00%	0.00%	(21.67)%	(2.88)%	0.05%	1.77%	3.14%	3.80%	(5.14)%	(1.15)%	1.08%	2.55%	3.16%	3.80%
1.50%	0.00%	(40.51)%	(27.81)%	(4.31)%	(1.61)%	2.32%	3.60%	(40.51)%	(10.53)%	(3.91)%	(0.93)%	3.04%	3.64%
2.50%	0.00%	(75.87)%	(65.52)%	(51.89)%	(25.15)%	(4.47)%	0.17%	(75.87)%	(65.52)%	(51.89)%	(14.30)%	(3.54)%	1.69%
3.00%	0.00%	(91.67)%	(82.37)%	(70.57)%	(53.82)%	(8.24)%	(3.26)%	(91.67)%	(82.37)%	(70.57)%	(53.82)%	(7.62)%	(1.73)%
5.00%	0.00%	*	*	*	*	(92.47)%	(18.56)%	*	*	*	*	(92.47)%	(19.06)%
0.00%	0.01%	2.36%	2.58%	2.89%	3.23%	3.98%	4.89%	2.61%	2.67%	2.89%	3.23%	3.98%	4.89%
0.50%	0.03%	(1.14)%	1.49%	2.60%	2.91%	3.59%	4.27%	1.88%	2.61%	2.70%	2.92%	3.59%	4.27%
1.00%	0.10%	(89.56)%	(11.68)%	(2.10)%	(0.17)%	3.02%	3.68%	(17.20)%	(5.33)%	(1.51)%	0.52%	3.08%	3.70%

Class M-2S Pre-Tax Yield (Assumed Price = 96.10000%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	2.61%	2.78%	3.03%	3.30%	3.90%	4.62%	2.81%	2.85%	3.03%	3.30%	3.90%	4.62%
0.25%	0.00%	2.57%	2.70%	2.93%	3.20%	3.81%	4.51%	2.81%	2.82%	2.96%	3.20%	3.81%	4.51%
0.50%	0.00%	0.10%	2.10%	2.82%	3.08%	3.67%	4.27%	2.74%	2.81%	2.90%	3.09%	3.67%	4.27%
1.00%	0.00%	(20.32)%	(2.59)%	0.31%	1.99%	3.23%	3.75%	(4.88)%	(0.93)%	1.29%	2.73%	3.24%	3.75%
1.50%	0.00%	(38.69)%	(26.37)%	(4.05)%	(1.36)%	2.46%	3.60%	(38.69)%	(10.24)%	(3.68)%	(0.72)%	3.15%	3.63%
2.50%	0.00%	(73.56)%	(63.36)%	(50.00)%	(24.14)%	(4.28)%	0.26%	(73.56)%	(63.36)%	(50.00)%	(14.05)%	(3.39)%	1.73%
3.00%	0.00%	(89.27)%	(80.06)%	(68.41)%	(51.98)%	(8.04)%	(3.14)%	(89.27)%	(80.06)%	(68.41)%	(51.98)%	(7.46)%	(1.67)%
5.00%	0.00%	*	*	*	*	(90.32)%	(18.40)%	*	*	*	*	(90.32)%	(18.97)%
0.00%	0.01%	2.61%	2.78%	3.03%	3.30%	3.90%	4.62%	2.81%	2.85%	3.03%	3.30%	3.90%	4.62%
0.50%	0.03%	(0.90)%	1.74%	2.80%	3.05%	3.58%	4.12%	2.07%	2.81%	2.88%	3.05%	3.58%	4.12%
1.00%	0.10%	(86.85)%	(11.66)%	(1.97)%	(0.02)%	3.13%	3.66%	(17.16)%	(5.30)%	(1.41)%	0.66%	3.18%	3.67%

Class M-2T Pre-Tax Yield (Assumed Price = 97.07500%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	2.86%	2.99%	3.17%	3.37%	3.82%	4.36%	3.00%	3.04%	3.17%	3.37%	3.82%	4.36%
0.25%	0.00%	2.83%	2.92%	3.09%	3.29%	3.75%	4.27%	3.00%	3.01%	3.11%	3.29%	3.75%	4.27%
0.50%	0.00%	0.40%	2.36%	3.02%	3.21%	3.65%	4.09%	2.93%	3.00%	3.07%	3.21%	3.65%	4.09%
1.00%	0.00%	(19.10)%	(2.31)%	0.57%	2.20%	3.32%	3.71%	(4.62)%	(0.70)%	1.50%	2.91%	3.33%	3.71%
1.50%	0.00%	(37.06)%	(25.07)%	(3.79)%	(1.12)%	2.60%	3.59%	(37.06)%	(9.96)%	(3.45)%	(0.51)%	3.26%	3.61%
2.50%	0.00%	(71.48)%	(61.43)%	(48.30)%	(23.22)%	(4.08)%	0.36%	(71.48)%	(61.43)%	(48.30)%	(13.80)%	(3.24)%	1.77%
3.00%	0.00%	(87.11)%	(77.97)%	(66.47)%	(50.33)%	(7.84)%	(3.03)%	(87.11)%	(77.97)%	(66.47)%	(50.33)%	(7.30)%	(1.61)%
5.00%	0.00%	*	*	*	*	(88.38)%	(18.24)%	*	*	*	*	(88.38)%	(18.88)%
0.00%	0.01%	2.86%	2.99%	3.17%	3.37%	3.82%	4.36%	3.00%	3.04%	3.17%	3.37%	3.82%	4.36%
0.50%	0.03%	(0.67)%	1.99%	3.00%	3.18%	3.58%	3.98%	2.26%	3.00%	3.06%	3.18%	3.58%	3.98%
1.00%	0.10%	(84.41)%	(11.64)%	(1.84)%	0.13%	3.24%	3.64%	(17.12)%	(5.27)%	(1.31)%	0.80%	3.28%	3.65%

* Less than (99.99)%.

Class M-2U Pre-Tax Yield (Assumed Price = 98.05000%)

		To Scheduled Maturity Date — CPR Prepayment Assumption						To Early Redemption Date — CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	3.10%	3.18%	3.31%	3.44%	3.73%	4.09%	3.20%	3.22%	3.31%	3.44%	3.73%	4.09%
0.25%	0.00%	3.08%	3.14%	3.26%	3.39%	3.69%	4.04%	3.20%	3.20%	3.27%	3.39%	3.69%	4.04%
0.50%	0.00%	0.69%	2.61%	3.20%	3.33%	3.62%	3.92%	3.13%	3.20%	3.24%	3.33%	3.62%	3.92%
1.00%	0.00%	(17.99)%	(2.03)%	0.82%	2.41%	3.40%	3.66%	(4.36)%	(0.48)%	1.71%	3.09%	3.41%	3.66%
1.50%	0.00%	(35.59)%	(23.89)%	(3.53)%	(0.88)%	2.74%	3.59%	(35.59)%	(9.67)%	(3.23)%	(0.30)%	3.37%	3.60%
2.50%	0.00%	(69.60)%	(59.67)%	(46.76)%	(22.38)%	(3.89)%	0.45%	(69.60)%	(59.67)%	(46.76)%	(13.56)%	(3.09)%	1.81%
3.00%	0.00%	(85.14)%	(76.08)%	(64.71)%	(48.83)%	(7.64)%	(2.91)%	(85.14)%	(76.08)%	(64.71)%	(48.83)%	(7.15)%	(1.55)%
5.00%	0.00%	*	*	*	*	(86.61)%	(18.09)%	*	*	*	*	(86.61)%	(18.79)%
0.00%	0.01%	3.10%	3.18%	3.31%	3.44%	3.73%	4.09%	3.20%	3.22%	3.31%	3.44%	3.73%	4.09%
0.50%	0.03%	(0.43)%	2.24%	3.19%	3.31%	3.58%	3.85%	2.45%	3.20%	3.23%	3.32%	3.58%	3.85%
1.00%	0.10%	(82.19)%	(11.62)%	(1.71)%	0.29%	3.36%	3.62%	(17.08)%	(5.24)%	(1.22)%	0.94%	3.38%	3.62%

Class M-2I Pre-Tax Yield (Assumed Price = 4.87500%)

		To Scheduled Maturity Date — CPR Prepayment Assumption						To Early Redemption Date — CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	32.70%	30.53%	24.25%	14.58%	(10.50)%	(42.56)%	30.91%	29.79%	24.21%	14.58%	(10.50)%	(42.56)%
0.25%	0.00%	32.78%	31.70%	26.82%	18.36%	(6.27)%	(37.35)%	30.91%	30.57%	26.49%	18.36%	(6.27)%	(37.35)%
0.50%	0.00%	32.56%	32.39%	29.05%	22.17%	(0.62)%	(27.43)%	30.91%	30.90%	28.32%	22.10%	(0.62)%	(27.43)%
1.00%	0.00%	29.39%	31.15%	31.74%	29.90%	17.47%	(4.37)%	28.82%	29.94%	30.62%	29.23%	17.10%	(4.37)%
1.50%	0.00%	22.85%	26.27%	29.14%	29.62%	22.52%	2.65%	22.85%	25.93%	28.02%	28.95%	20.65%	1.36%
2.50%	0.00%	3.74%	8.99%	14.70%	21.00%	22.65%	13.40%	3.74%	8.99%	14.70%	20.37%	20.66%	8.48%
3.00%	0.00%	(7.48)%	(1.80)%	4.49%	11.57%	20.38%	13.52%	(7.48)%	(1.80)%	4.49%	11.57%	18.00%	8.50%
5.00%	0.00%	(54.79)%	(49.00)%	(42.47)%	(35.07)%	(16.01)%	5.56%	(54.79)%	(49.00)%	(42.47)%	(35.07)%	(16.01)%	(2.82)%
0.00%	0.01%	32.70%	30.53%	24.25%	14.57%	(10.50)%	(42.57)%	30.91%	29.79%	24.21%	14.57%	(10.50)%	(42.57)%
0.50%	0.03%	31.57%	32.43%	29.76%	23.72%	3.23%	(21.20)%	30.47%	30.91%	29.05%	23.63%	3.23%	(21.20)%
1.00%	0.10%	1.78%	7.04%	22.42%	26.46%	20.60%	(0.17)%	1.78%	7.01%	20.54%	25.88%	19.48%	(0.65)%

Class M-2RB Pre-Tax Yield (Assumed Price = 102.22317%)

		To Scheduled Maturity Date — CPR Prepayment Assumption						To Early Redemption Date — CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	4.72%	4.36%	4.17%	4.02%	3.75%	3.43%	4.82%	4.56%	4.18%	4.02%	3.75%	3.43%
0.25%	0.00%	4.81%	4.40%	4.19%	4.05%	3.78%	3.46%	4.82%	4.73%	4.24%	4.05%	3.78%	3.46%
0.50%	0.00%	(0.22)%	3.73%	4.20%	4.10%	3.85%	3.61%	4.69%	4.82%	4.36%	4.10%	3.85%	3.61%
1.00%	0.00%	(14.68)%	(4.65)%	0.38%	3.10%	4.09%	3.87%	(18.41)%	(3.62)%	1.89%	4.23%	4.10%	3.87%
1.50%	0.00%	(31.79)%	(21.25)%	(8.57)%	(3.30)%	3.23%	3.90%	(31.79)%	(24.07)%	(18.87)%	(2.82)%	4.17%	3.91%
2.50%	0.00%	(65.67)%	(56.32)%	(44.24)%	(21.53)%	(9.25)%	(0.60)%	(65.67)%	(56.32)%	(44.24)%	(30.51)%	(9.75)%	1.25%
3.00%	0.00%	(81.34)%	(72.71)%	(61.93)%	(46.94)%	(24.40)%	(6.14)%	(81.34)%	(72.71)%	(61.93)%	(46.94)%	(39.96)%	(5.03)%
5.00%	0.00%	*	*	*	*	(85.12)%	(38.71)%	*	*	*	*	(85.12)%	(71.57)%
0.00%	0.01%	4.72%	4.36%	4.17%	4.02%	3.75%	3.43%	4.82%	4.56%	4.18%	4.02%	3.75%	3.43%
0.50%	0.03%	(3.59)%	3.12%	4.26%	4.17%	3.92%	3.69%	3.36%	4.82%	4.44%	4.18%	3.92%	3.69%
1.00%	0.10%	(69.84)%	(24.50)%	(7.85)%	(0.71)%	4.09%	3.89%	(69.84)%	(41.66)%	(5.25)%	0.07%	4.14%	3.90%

* Less than (99.99)%.

Class M-2SB Pre-Tax Yield (Assumed Price = 101.47317%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	4.51%	4.23%	4.10%	3.99%	3.81%	3.59%	4.61%	4.40%	4.10%	3.99%	3.81%	3.59%
0.25%	0.00%	4.58%	4.26%	4.11%	4.01%	3.83%	3.61%	4.61%	4.54%	4.14%	4.01%	3.83%	3.61%
0.50%	0.00%	(0.97)%	3.55%	4.11%	4.04%	3.87%	3.72%	4.48%	4.61%	4.24%	4.04%	3.87%	3.72%
1.00%	0.00%	(16.23)%	(5.76)%	0.14%	2.98%	4.04%	3.90%	(19.87)%	(4.01)%	1.64%	4.09%	4.05%	3.90%
1.50%	0.00%	(33.98)%	(23.15)%	(9.89)%	(3.54)%	3.17%	3.91%	(33.98)%	(26.04)%	(20.35)%	(3.12)%	4.10%	3.93%
2.50%	0.00%	(68.71)%	(59.25)%	(46.95)%	(23.19)%	(9.43)%	(0.63)%	(68.71)%	(59.25)%	(46.95)%	(32.87)%	(10.02)%	1.21%
3.00%	0.00%	(84.60)%	(75.93)%	(65.03)%	(49.73)%	(26.00)%	(6.20)%	(84.60)%	(75.93)%	(65.03)%	(49.73)%	(42.23)%	(5.11)%
5.00%	0.00%	*	*	*	*	(88.59)%	(40.32)%	*	*	*	*	(88.59)%	(75.07)%
0.00%	0.01%	4.51%	4.23%	4.10%	3.99%	3.81%	3.59%	4.61%	4.40%	4.10%	3.99%	3.81%	3.59%
0.50%	0.03%	(4.66)%	2.92%	4.15%	4.09%	3.92%	3.78%	3.13%	4.61%	4.31%	4.10%	3.92%	3.78%
1.00%	0.10%	(71.27)%	(25.20)%	(8.27)%	(0.86)%	4.04%	3.91%	(71.27)%	(41.94)%	(5.50)%	(0.15)%	4.08%	3.92%

Class M-2TB Pre-Tax Yield (Assumed Price = 100.72317%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	4.30%	4.11%	4.02%	3.96%	3.87%	3.76%	4.40%	4.24%	4.02%	3.96%	3.87%	3.76%
0.25%	0.00%	4.35%	4.12%	4.02%	3.97%	3.87%	3.76%	4.40%	4.34%	4.05%	3.97%	3.87%	3.76%
0.50%	0.00%	(1.81)%	3.38%	4.01%	3.98%	3.90%	3.83%	4.27%	4.40%	4.12%	3.98%	3.90%	3.83%
1.00%	0.00%	(18.06)%	(7.11)%	(0.10)%	2.86%	4.00%	3.93%	(21.52)%	(4.40)%	1.38%	3.95%	4.01%	3.93%
1.50%	0.00%	(36.60)%	(25.46)%	(11.50)%	(3.78)%	3.11%	3.93%	(36.60)%	(28.40)%	(22.03)%	(3.43)%	4.04%	3.94%
2.50%	0.00%	(72.33)%	(62.79)%	(50.26)%	(25.21)%	(9.61)%	(0.66)%	(72.33)%	(62.79)%	(50.26)%	(35.77)%	(10.30)%	1.18%
3.00%	0.00%	(88.47)%	(79.79)%	(68.80)%	(53.16)%	(27.90)%	(6.26)%	(88.47)%	(79.79)%	(68.80)%	(53.16)%	(44.88)%	(5.20)%
5.00%	0.00%	*	*	*	*	(92.81)%	(42.22)%	*	*	*	*	(92.81)%	(79.35)%
0.00%	0.01%	4.30%	4.11%	4.02%	3.96%	3.87%	3.76%	4.40%	4.24%	4.02%	3.96%	3.87%	3.76%
0.50%	0.03%	(5.96)%	2.72%	4.04%	4.02%	3.93%	3.87%	2.90%	4.40%	4.17%	4.03%	3.93%	3.87%
1.00%	0.10%	(72.78)%	(26.09)%	(8.69)%	(1.02)%	3.98%	3.93%	(72.78)%	(42.21)%	(5.75)%	(0.36)%	4.02%	3.93%

Class M-2UB Pre-Tax Yield (Assumed Price = 99.97317%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	4.09%	3.98%	3.94%	3.93%	3.93%	3.93%	4.19%	4.08%	3.95%	3.93%	3.93%	3.93%
0.25%	0.00%	4.12%	3.97%	3.93%	3.92%	3.92%	3.92%	4.19%	4.15%	3.96%	3.92%	3.92%	3.92%
0.50%	0.00%	(2.79)%	3.20%	3.92%	3.92%	3.93%	3.94%	4.06%	4.19%	4.00%	3.92%	3.93%	3.94%
1.00%	0.00%	(20.34)%	(8.85)%	(0.34)%	2.74%	3.95%	3.96%	(23.44)%	(4.79)%	1.12%	3.81%	3.96%	3.96%
1.50%	0.00%	(39.87)%	(28.43)%	(13.60)%	(4.02)%	3.05%	3.94%	(39.87)%	(31.37)%	(23.97)%	(3.75)%	3.97%	3.95%
2.50%	0.00%	(76.88)%	(67.30)%	(54.56)%	(27.87)%	(9.79)%	(0.69)%	(76.88)%	(67.30)%	(54.56)%	(39.62)%	(10.58)%	1.15%
3.00%	0.00%	(93.34)%	(84.70)%	(73.67)%	(57.67)%	(30.33)%	(6.32)%	(93.34)%	(84.70)%	(73.67)%	(57.67)%	(48.07)%	(5.29)%
5.00%	0.00%	*	*	*	*	(98.32)%	(44.62)%	*	*	*	*	(98.32)%	(84.92)%
0.00%	0.01%	4.09%	3.98%	3.94%	3.93%	3.93%	3.93%	4.19%	4.08%	3.95%	3.93%	3.93%	3.93%
0.50%	0.03%	(7.64)%	2.52%	3.94%	3.95%	3.94%	3.95%	2.66%	4.19%	4.03%	3.95%	3.94%	3.95%
1.00%	0.10%	(74.38)%	(27.31)%	(9.12)%	(1.17)%	3.93%	3.95%	(74.38)%	(42.48)%	(6.01)%	(0.58)%	3.96%	3.95%

* Less than (99.99)%.

Class B-1 Pre-Tax Yield (Assumed Price = 100.00000%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%
0.25%	0.00%	(2.90)%	3.61%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%
0.50%	0.00%	(24.30)%	(14.44)%	0.63%	3.49%	4.03%	4.03%	(24.30)%	(3.03)%	1.99%	4.03%	4.03%	4.03%
1.00%	0.00%	(67.27)%	(58.62)%	(48.07)%	(33.77)%	(0.02)%	4.03%	(67.27)%	(58.62)%	(48.07)%	(33.77)%	0.43%	4.03%
1.50%	0.00%	*	(97.49)%	(89.39)%	(79.44)%	(46.70)%	(2.81)%	*	(97.49)%	(89.39)%	(79.44)%	(29.64)%	(2.66)%
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%	4.03%
0.50%	0.03%	(52.51)%	(42.80)%	(1.21)%	3.01%	4.03%	4.03%	(52.51)%	(8.42)%	0.32%	4.03%	4.03%	4.03%
1.00%	0.10%	*	*	*	*	(8.43)%	0.71%	*	*	*	*	(11.25)%	2.16%

Class B-1AR Pre-Tax Yield (Assumed Price = 92.67804%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	2.92%	3.04%	3.26%	3.53%	4.14%	4.87%	3.38%	3.38%	3.38%	3.53%	4.14%	4.87%
0.25%	0.00%	(3.48)%	2.93%	3.12%	3.38%	3.99%	4.72%	3.38%	3.38%	3.38%	3.40%	3.99%	4.72%
0.50%	0.00%	(25.58)%	(14.99)%	2.25%	3.20%	3.82%	4.52%	(25.58)%	2.13%	3.38%	3.38%	3.82%	4.52%
1.00%	0.00%	(67.73)%	(58.72)%	(47.70)%	(32.80)%	3.34%	3.98%	(67.73)%	(58.72)%	(47.70)%	(32.80)%	3.68%	4.14%
1.50%	0.00%	*	(96.94)%	(88.51)%	(78.19)%	(44.46)%	3.58%	*	(96.94)%	(88.51)%	(78.19)%	(22.35)%	4.17%
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	2.92%	3.04%	3.26%	3.53%	4.14%	4.87%	3.38%	3.38%	3.38%	3.53%	4.14%	4.87%
0.50%	0.03%	(61.03)%	(50.64)%	0.97%	3.18%	3.80%	4.42%	(61.03)%	(2.44)%	3.14%	3.38%	3.80%	4.42%
1.00%	0.10%	*	*	*	*	(3.93)%	3.63%	*	*	*	*	(1.71)%	3.97%

Class B-1AI Pre-Tax Yield (Assumed Price = 9.00000%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	**RM**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**	**0%**	**5%**	**10%**	**15%**	**25%**	**35%**
0.00%	0.00%	16.99%	16.22%	13.50%	8.55%	(6.36)%	(27.34)%	11.63%	11.63%	11.63%	8.55%	(6.36)%	(27.34)%
0.25%	0.00%	16.63%	16.95%	15.47%	11.61%	(2.42)%	(22.76)%	11.63%	11.63%	11.63%	11.27%	(2.42)%	(22.76)%
0.50%	0.00%	9.20%	13.52%	16.81%	14.43%	2.01%	(16.93)%	9.20%	11.58%	11.63%	11.63%	2.01%	(16.93)%
1.00%	0.00%	(16.46)%	(10.23)%	(3.25)%	4.91%	12.14%	(2.17)%	(16.46)%	(10.23)%	(3.25)%	4.91%	5.36%	(6.46)%
1.50%	0.00%	(46.32)%	(40.06)%	(32.95)%	(24.80)%	(2.78)%	7.47%	(46.32)%	(40.06)%	(32.95)%	(24.80)%	(3.15)%	(7.19)%
2.50%	0.00%	*	(96.29)%	(90.85)%	(84.41)%	(68.59)%	(45.13)%	*	(96.29)%	(90.85)%	(84.41)%	(68.59)%	(45.13)%
3.00%	0.00%	*	*	*	*	(96.56)%	(77.92)%	*	*	*	*	(96.56)%	(77.92)%
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	16.99%	16.22%	13.49%	8.54%	(6.36)%	(27.34)%	11.63%	11.63%	11.63%	8.54%	(6.36)%	(27.34)%
0.50%	0.03%	(11.28)%	(4.45)%	14.45%	14.63%	2.58%	(14.22)%	(11.28)%	(4.45)%	9.82%	11.63%	2.58%	(14.22)%
1.00%	0.10%	(88.31)%	(83.08)%	(78.33)%	(69.41)%	(6.87)%	0.35%	(88.31)%	(83.08)%	(78.33)%	(69.41)%	(49.03)%	(10.79)%

* Less than (99.99)%.

Class B-2 Pre-Tax Yield (Assumed Price = 100.00000%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%
0.25%	0.00%	(19.43)%	(10.09)%	1.19%	3.06%	4.63%	5.72%	(13.23)%	(3.78)%	(0.01)%	2.19%	4.38%	5.80%
0.50%	0.00%	(59.97)%	(51.38)%	(40.77)%	(25.70)%	(1.27)%	0.86%	(59.97)%	(51.38)%	(40.77)%	(18.07)%	(3.64)%	(0.50)%
1.00%	0.00%	*	*	*	*	(82.83)%	(14.28)%	*	*	*	*	(82.83)%	(24.13)%
1.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%	6.84%
0.50%	0.03%	*	*	*	(87.65)%	(3.41)%	(0.99)%	*	*	*	(37.56)%	(6.92)%	(3.11)%
1.00%	0.10%	*	*	*	*	*	*	*	*	*	*	*	*

Class B-2AR Pre-Tax Yield (Assumed Price = 88.92560%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	3.38%	3.47%	3.66%	3.93%	4.55%	5.30%	4.12%	4.12%	4.12%	4.12%	4.59%	5.36%
0.25%	0.00%	(24.12)%	(13.45)%	1.46%	3.61%	4.26%	5.00%	(11.63)%	(0.14)%	3.90%	4.12%	4.55%	5.27%
0.50%	0.00%	(65.22)%	(56.15)%	(44.85)%	(28.59)%	2.09%	4.65%	(65.22)%	(56.15)%	(44.85)%	(14.81)%	3.67%	5.31%
1.00%	0.00%	*	*	*	*	(86.35)%	(10.19)%	*	*	*	*	(86.35)%	(12.58)%
1.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	3.38%	3.47%	3.66%	3.93%	4.55%	5.30%	4.12%	4.12%	4.12%	4.12%	4.59%	5.36%
0.50%	0.03%	*	*	*	(89.45)%	0.94%	4.54%	*	*	*	(31.37)%	2.14%	5.22%
1.00%	0.10%	*	*	*	*	*	*	*	*	*	*	*	*

Class B-2AI Pre-Tax Yield (Assumed Price = 28.00000%)

		To Scheduled Maturity Date						To Early Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	14.41%	14.08%	12.82%	10.24%	1.57%	(11.56)%	7.87%	7.87%	7.87%	7.87%	0.92%	(12.66)%
0.25%	0.00%	4.33%	9.32%	13.32%	13.11%	5.96%	(6.10)%	4.18%	6.86%	7.86%	7.87%	1.53%	(11.05)%
0.50%	0.00%	(23.71)%	(17.12)%	(9.55)%	(0.30)%	9.73%	(0.04)%	(23.71)%	(17.12)%	(9.55)%	(0.69)%	1.40%	(11.78)%
1.00%	0.00%	(83.56)%	(77.82)%	(71.24)%	(63.62)%	(43.63)%	(4.88)%	(83.56)%	(77.82)%	(71.24)%	(63.62)%	(43.63)%	(22.49)%
1.50%	0.00%	*	*	*	*	*	(83.58)%	*	*	*	*	*	(83.58)%
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	14.41%	14.08%	12.82%	10.24%	1.57%	(11.56)%	7.87%	7.87%	7.87%	7.87%	0.92%	(12.66)%
0.50%	0.03%	*	*	*	(60.01)%	4.41%	0.32%	*	*	*	(60.01)%	(7.33)%	(12.54)%
1.00%	0.10%	*	*	*	*	*	*	*	*	*	*	*	*

* 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. The Indenture Trustee will use the earnings on and proceeds of the Eligible Investments to make any payments of Return Amounts to us and, together with any Transfer Amounts, Return Reimbursement Amounts and Capital Contribution Amounts paid by us to the Trust and any interest payments on the IO Q-REMIC Interest received by the Trust, to make payments of principal and interest on the Notes.

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 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 abusive 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 INCOME TAX CONSEQUENCES

General

The following is a general discussion of the anticipated material federal income tax consequences relating to the purchase, ownership and transfer of Notes. It does not address all the federal income tax consequences that may apply to particular categories of investors. Some investors may be subject to special rules. The tax laws and other authorities for this discussion are subject to change or differing interpretations, and any change or interpretation may apply retroactively. You should consult your own tax advisors to determine the federal, state, local and any other tax consequences that may be relevant to you.

REMIC Election

One or more elections will be made to treat the Designated Q-REMIC Interests and certain other assets as one or more REMICs under the Code. Assuming (1) such elections, (2) compliance with the applicable agreements and (3) compliance with changes in the law, Shearman & Sterling LLP will deliver its opinion that each REMIC elected under the Indenture will be treated as a REMIC for federal income tax purposes. In that case, the REMICs will not be subject to tax. The Regular Interests will be designated as the "regular interests" in a REMIC, and the Residual Certificates will represent ownership of the sole class of "residual interests" in one or more REMICs.

For federal income tax purposes, the Notes will represent beneficial ownership of a Regular Interest as well as rights under an NPC. The NPC will represent the rights of the Holders of the Notes to receive any portion of the Transfer Amount in excess of the IO Yield for any Payment Date. Freddie Mac intends to treat the rights of Holders under the NPC, for tax reporting purposes, as having a *de minimis* value. The rights under the NPC will not be assets held by, or an obligation of, any REMIC. The Grantor Trust will be treated as a grantor trust under subpart E, part I of subchapter J of the Code, and the Notes will represent undivided beneficial interests in their respective portions of the Grantor Trust.

Unless the IRS provides favorable guidance (prior to any Enhanced Relief Refinance Reference Obligation becoming part of the Reference Pool) permitting Enhanced Relief Refinance Reference Obligations to be covered within the Q-REMIC, the Notes will also represent obligations that are outside of any REMIC for losses attributable to Credit Events with respect to Enhanced Relief Refinance Reference Obligations that become part of the Reference Pool. The remainder of this discussion assumes that no guidance from the IRS is forthcoming with respect to Enhanced Relief Refinance Reference Obligations. In the opinion of Shearman & Sterling LLP, the arrangement with respect to the Enhanced Relief Refinance Reference Obligations will be treated as a limited recourse guarantee arrangement provided by Holders of the Notes that burdens their rights to payments on the Notes. Holders will be required to report income with respect to the Notes without regard to this arrangement and may be able to claim losses incurred with respect to such arrangement when and to the extent allowable (and such losses may be treated as capital losses for noncorporate taxpayers that do not hold the Notes as part of a trade or business).

Freddie Mac will be deemed to pay Holders of the Notes an upfront amount with respect to the obligation to incur losses on Enhanced Relief Refinance Reference Obligations. As part of tax reporting provided to investors, Freddie Mac will determine an upfront value attributable to this obligation, which for all Classes of Notes other than the Class B-2A Notes and the Class B-2B Notes is expected to be *de minimis*. For tax reporting purposes, Freddie Mac intends to assume the value of this obligation for Holders of Class B-2A Notes is equal to 2.7% and for Holders of Class B-2B Notes is equal to 13.3% of the original Class Principal Balance of such Notes and to report income to Holders over time by amortizing such amount into income as the balance of the Reference Pool decreases. Any income Holders realize as a result of this arrangement will not be "interest on obligations secured by mortgages on real property or on interests in real property" within the meaning of Code Section 856(c)(3)(B). Investors are urged to consult their tax advisors regarding the appropriate treatment of the arrangement with respect to Enhanced Relief Refinance Reference Obligations.

Status of the Notes

The Regular Interests will constitute assets described in Code Section 7701(a)(19)(C) and "real estate assets" under Code Section 856(c)(4)(A) to the extent the assets of the related REMIC are so treated. Interest on the Regular Interests will be "interest on obligations secured by mortgages on real property or on interests in real property" within the meaning of Code Section 856(c)(3)(B) in the same proportion that the income of the REMIC is so treated. If at all times 95% or more of the assets or income of the related REMIC qualifies for any of the foregoing treatments, the Regular Interests (and income on them) will qualify for the corresponding status in their entirety. The Regular Interests will be "qualified mortgages" under Code Section 860G(a)(3).

In addition, an NPC will not constitute an asset described as "real estate assets" under Section 856(c)(4)(A) of the Code or Section 7701(a)(19)(C) of the Code. Similarly, payments received on an NPC will not constitute "interest on obligations secured by mortgages on real property or on interests in real property" within the meaning of Code Section 856(c)(3)(B). Finally, an NPC will not be a "qualified mortgage" under Code Section 860G(a)(3) or any other type of permitted investment for another REMIC.

Taxation of the Regular Interests

General

The Regular Interests will be taxed as newly originated debt instruments for federal income tax purposes. Interest, OID and market discount accrued on a Regular Interest will constitute ordinary income to the Beneficial Owner of a Note. As the Beneficial Owner of a Regular Interest, you must account for interest income on the accrual method. As described below under *"— Taxation of NPCs"*, a Beneficial Owner must allocate its purchase price for the Notes between the corresponding Regular Interest and NPC based on their relative fair market values.

Original Issue Discount

The REMIC may issue certain Regular Interests with OID. A Beneficial Owner must include OID in income as it accrues, without regard to the timing of payments. In the absence of guidance which applies specifically to REMIC regular interests, Freddie Mac and the Indenture Trustee intend to report OID, if any, to the IRS and Beneficial Owners based on the Regulations under Code Sections 1271 through 1275.

In addition, a Beneficial Owner that uses an accrual method of accounting for federal income tax purposes and prepares an "applicable financial statement" (as defined in Code Section 451) may be required to include OID and certain other items of income no later than at the time such amounts are reflected on such a financial statement. The IRS released proposed regulations on September 9, 2019 on which a Beneficial Owner may rely that exclude OID on the Notes from this rule. Beneficial Owners should consult their tax advisors regarding the effect, if any, of this provision on their individual circumstances.

The total amount of OID on a Regular Interest is the excess of its "stated redemption price" over its "issue price." The issue price is the price at which a substantial portion of the Regular Interest is first sold to the public. The issue price generally includes any pre-issuance accrued interest unless you exclude such amount from the issue price and treat a portion of the stated interest payable on the first Payment Date as a return of that accrued interest rather than as an amount payable under the instrument. To the extent a non-*de minimis* allocation to the NPC reduces the issue price of the Regular Interest, it would make it more likely that the Regular Interest would be issued with OID. In addition, as described above, Freddie Mac will be deemed to pay Holders of the Notes an upfront amount with respect to the obligation to incur losses on Enhanced Relief Refinance Reference Obligations. To the extent this deemed payment increases the issue price of the Regular Interest, it would make it less likely that the Regular Interest would be issued with OID.

In general, the stated redemption price is the sum of all payments except for stated interest actually payable at least annually based on a single fixed rate, certain variable rates, or certain combinations of fixed and variable rates. Interest based on certain variable rates or certain combinations of fixed and variable rates which would otherwise be excluded from the stated redemption price will be included in the stated redemption price if the excess, if any, of the issue price of the Regular Interest over the principal amount of the Regular Interest is more than 0.015 multiplied by the product of the principal amount and the weighted average maturity (as defined below) or, if the weighted average maturity of the Regular Interest is more than ten years, 15% of the principal amount.

Under a *de minimis* rule, OID on a Regular Interest will be considered zero and all interest payments will be excluded from the stated redemption price if the amount of the OID is less than 0.25% of the Class's stated redemption price multiplied by the Class's weighted average maturity. The weighted average maturity of a Regular Interest is computed based on the number of full years (*i.e.*, rounding down partial years) each distribution of principal is scheduled to be outstanding. A Pricing Speed of 10% CPR will be used as the relevant prepayment assumption in determining the rate of accrual of OID and market discount, if any, for federal income tax purposes.

The Beneficial Owner of an interest in a Regular Interest generally must include in income the OID accrued for each day on which the Beneficial Owner holds such interest, including the date of purchase, but excluding the date of disposition. The OID accruing on an interest in a Regular Interest in any period equals:

PV End + Dist − PV Beg

Where:

PV End = present value of all remaining distributions to be made as of the end of the accrual period;

Dist = distributions made during the accrual period includable in stated redemption price; and

PV Beg = present value of all remaining distributions as of the beginning of the accrual period.

The present value of the remaining distributions is calculated based on (1) the original yield to maturity of the Regular Interest, (2) events (including actual prepayments) that have occurred prior to the end of the period and (3) the Pricing Speed. For these purposes, the original yield to maturity of an interest in a Regular Interest will be calculated based on its issue price and assuming that it will be prepaid in all periods in accordance with the Pricing Speed. The OID accruing during any accrual period will then be divided by the number of days in the period to determine the daily portion of OID for each day. The daily portions of OID generally will increase if prepayments on the underlying Subordinate Q-REMIC Interest exceed the Pricing Speed and decrease if prepayments are slower than the Pricing Speed.

If OID accruing during any accrual period, computed as described above, is negative for any such period, you will be entitled to offset such amount only against future positive OID accruing from your Regular Interest, and we and the Indenture Trustee intend to report income to the IRS in all cases in this manner. The treatment of such negative amounts is not entirely clear. For example, you may be entitled to deduct a loss to the extent that your remaining basis would exceed the maximum amount of future payments to which you are entitled, assuming no further prepayments of the underlying Subordinate Q-REMIC Interest (or, perhaps, assuming prepayments at a rate equal to the Pricing Speed). You should consult your tax advisors regarding a Regular Interest that has a negative amount of OID during any accrual period.

If you are the initial purchaser of interests in two or more Regular Interests issued from the same REMIC, you should be aware that the Regulations may treat such interests as a single debt instrument for purposes of the OID provisions.

If a subsequent Beneficial Owner of an interest in a Regular Interest acquires such interest for a price greater than its "adjusted issue price," but less than its remaining stated redemption price, the daily portion for any day is reduced by an amount equal to the product of (1) such daily portion and (2) a fraction, the numerator of which is the amount by which the price exceeds the adjusted issue price and the denominator of which is the sum of the daily portions for such Regular Interest for all days on and after the date of purchase. The adjusted issue price of an interest in a Regular Interest on any given day is equal to its issue price, increased by all OID previously includable with respect to that interest and reduced by the amount of all previous distributions with respect to that interest included in its stated redemption price at maturity.

Market Discount

The market discount rules may also apply to you. Market discount equals the excess of (a) either the stated redemption price (less any prior distributions included in the stated redemption price) or, in the case of a Regular Interest having OID, the adjusted issue price over (b) your initial basis in the Regular Interest.

The Committee Report provides that, until the Treasury issues regulations, market discount would accrue (a) on the basis of a constant yield (similar to the method described above for accruing OID) or (b) alternatively, either (1) in the case of a Regular Interest issued without OID, in the ratio of stated interest distributable in the relevant period to the total stated interest remaining to be distributed from the beginning of such period (computed taking into account the Pricing Speed) or (2) in the case of a Regular Interest issued with OID, in the ratio of OID accrued for the relevant period to the total remaining OID at the beginning of such period.

You generally must recognize accrued market discount as ordinary income to the extent of any distributions includable in the stated redemption price. Moreover, you generally must treat a portion of any gain on a sale or exchange as ordinary income to the extent of the accrued, but unrecognized, market discount to the date of disposition. Alternatively, you may elect to include market discount in income currently as it accrues on all market discount instruments that you acquire in that taxable year or after. You may revoke such an election only with the consent of the IRS.

In addition, the deduction for a portion of interest expense on any indebtedness that you incur or maintain in order to purchase or carry an interest in a Regular Interest purchased with market discount may be required to be deferred. The deferred portion would not exceed the portion of market discount that accrues but is not taken into income currently. Any such deferred interest expense is, in general, allowed as a deduction not later than the year in which the related market discount income is recognized.

Under a *de minimis* rule, market discount with respect to a Regular Interest will be considered to be zero if the amount of the market discount is less than 0.25% of the Class's stated redemption price multiplied by the Class's weighted average maturity. The weighted average maturity of a Regular Interest is computed based on the number of full years (*i.e.*, rounding down partial years) that each distribution of principal is scheduled to be outstanding. You should consult your tax advisors regarding the application of the market discount rules as well as the advisability of making any election with respect to market discount.

Premium

An interest in a Regular Interest that is purchased at a cost (net of accrued interest) greater than its principal amount generally is considered to be purchased at a premium. You may elect under Code Section 171 to amortize such premium under the constant yield method, using the Pricing Speed. Such premium is an offset to interest income from a Regular Interest, rather than a separate interest deduction. In addition, the Committee Report indicates Congress intended that the methods for determining the accrual of market discount described above which are alternatives to accrual on the basis of a constant yield also will apply for purposes of amortizing bond premium on obligations such as Regular Interests. An election made by you generally would apply to all your debt instruments, unless the election is revoked with the IRS's consent. If your election to amortize bond premium was effective as of October 22, 1986, you may choose to have such election apply to obligations issued after September 27, 1985.

Constant Yield Election

The Regulations allow you to elect to include in gross income all interest that accrues on a debt instrument by using the constant yield method. For purposes of this election, interest includes stated interest, *de minimis* OID, OID, *de minimis* market discount and market discount, as adjusted by any premium. You should consult your tax advisors regarding the advisability of making this election.

Treatment of Losses

The Beneficial Owners of Regular Interests will be required to report income with respect to their Regular Interests on the accrual method without giving effect to delays and reductions in payments attributable to defaults or delinquencies on any of the assets of the REMICs. In addition, potential investors are cautioned that while they may generally cease to accrue interest income if it reasonably appears that the interest will be uncollectible, the IRS may take the position that OID must continue to accrue in spite of its uncollectibility until the Note is disposed of in a taxable transaction or becomes worthless in accordance with the rules under Code Section 166. As a result, the amount of income required to be reported by a Beneficial Owner in any period could exceed the amount of cash paid to such Beneficial Owner in that period.

Although not entirely clear, it appears that (i) holders of Notes that are corporations generally should be allowed to deduct as an ordinary loss any loss sustained during the taxable year on account of any such Notes becoming wholly or partially worthless and (ii) holders of Notes that are not corporations generally should be allowed to deduct as a short-term capital loss any loss sustained during the taxable year on account of any such Notes becoming wholly worthless. Although the matter is not entirely clear, noncorporate holders of Notes may be allowed a bad debt deduction at such time that the principal balance of any such Notes is reduced for Tranche Write-Down Amounts. The IRS, however, could take the position that non-corporate holders will be allowed a bad debt deduction to reflect such Tranche Write-Down Amounts only after all Designated Q-REMIC Interests have been liquidated or the Notes have been otherwise retired. The IRS could also assert that losses on a Class of Notes are deductible based on some other method that may defer such deductions for all holders, such as reducing future cash flow for purposes of computing OID. This may have the effect of creating "negative" OID which, with the possible exception of the method discussed in the following sentence, would be deductible only against future positive OID or otherwise upon termination of the applicable Class. Although not free from doubt, a Beneficial Owner of a Note with negative OID may be entitled to deduct a loss to the extent that its remaining basis would exceed the maximum amount of future payments to which such holder was entitled, assuming no further prepayments (or, perhaps, assuming prepayments at the Prepayment Assumption). Potential investors and Holders of the Notes are urged to consult their tax advisors regarding the applicable timing, amount and character of any loss sustained with respect to Notes, including any loss resulting from the failure to recover previously accrued interest or discount income. Special loss rules are applicable to banks and thrift institutions, including rules regarding reserves for bad debts. Such taxpayers are advised to consult their tax advisors regarding the treatment of losses on Notes.

Sale or Exchange of Regular Interests

You generally will recognize gain or loss upon sale or exchange of a Regular Interest equal to the difference between the amount received and your adjusted basis in the Regular Interest. The adjusted basis in a Regular Interest generally will equal the cost of the Regular Interest, increased by income previously included and reduced (but not below zero) by previous distributions and by any amortized premium.

Except as described below, any gain or loss on the sale or exchange of a Regular Interest held as a capital asset will be capital gain or loss and will be long-term or short-term depending on whether the interest has been held for the long-term capital gain holding period (more than one year). Capital gains of individuals with respect to capital assets held for more than one year may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

Such gain or loss will be ordinary income or loss (1) for a bank or thrift institution; and (2) to the extent of any accrued, but unrecognized, market discount or to the extent income recognized by you is less than the income that you would have recognized if the yield on such interest were 110% of the applicable federal rate under Code Section 1274(d).

In calculating the amount realized for a Regular Interest upon the sale or exchange of a Note for which there remains more than a *de minimis* obligation to pay amounts with respect to Enhanced Relief Refinance Reference Obligations, a Beneficial Owner should include in such amount realized the remaining unamortized value of such obligation. Investors are advised to consult their own tax advisor in calculating any gain or loss.

Taxation of NPCs

Beneficial Owners of a Note must separately determine their tax bases for the Regular Interest and the NPC. For tax reporting purposes, the Trust will allocate the issue price of the Note to the Regular Interest and the NPC in accordance with their relative fair market values as of the Closing Date. This allocation is binding on Beneficial Owners unless they disclose the use of a different allocation on their tax returns. The Trust's allocation, however, is not binding on the IRS. Similarly, a Beneficial Owner that sells such Note is required to allocate the sale price for the Note to the Regular Interest and the NPC in proportion to their respective fair market values at the time of sale. Investors are advised to consult their own tax advisors regarding the allocations described above.

The NPC Premium will be treated as a "nonperiodic payment" under the Regulations relating to notional principal contracts. Under these Regulations, Beneficial Owners may amortize the NPC Premium under a level payment method as if the NPC Premium represents the present value of a series of equal payments made over the life of the NPC (adjusted to take into account decreases in notional amount), discounted at a rate equal to the rate used to determine the amount of the NPC Premium (or some other reasonable rate). We and the Indenture Trustee intend to report premium amortization with respect to an NPC in this manner based on our determination of the NPC Premium and an amortization schedule for such premium calculated as of the Closing Date. Consequently, our reporting with respect to the NPC Premium amortization may not be accurate for subsequent purchasers of such Notes. We and the Indenture Trustee intend to report premium amortization by periodically adjusting the schedule to reflect actual decreases in the notional amount.

Any payments received by a Beneficial Owner under an NPC will be treated as "periodic payments" under a notional principal contract, which must be taken into account under the accrual method of accounting. Any periodic payments received under an NPC will be netted against the NPC Premium amortization expense accrued in that period. Net income or loss with respect to an NPC for a taxable year will constitute ordinary income or ordinary loss. Certain Holders may be limited in their ability to deduct any such net loss. In this regard, Beneficial Owners of such Notes should be aware that miscellaneous items described in Code Section 67 are not deductible for taxable years beginning before January 1, 2026. Investors should consult their tax advisors regarding the effect, if any, of this provision on their individual circumstances.

Any proceeds from the sale or exchange of such Notes that are allocable to the Beneficial Owner's rights under the NPC would be considered a "termination payment" under the notional principal contract Regulations. A Beneficial Owner will recognize gain or loss from such termination of the NPC in an amount equal to (i) any termination payment deemed received minus (ii) the Beneficial Owner's unamortized basis in the NPC. Gain or loss realized upon the termination of the NPC generally will be treated as capital gain or loss. In the case of a bank or thrift institution, Section 582(c) of the Code likely would not apply to treat such gain or loss as ordinary.

Beneficial Owners should consult their own tax advisors regarding the timing, character and source of income and deduction resulting from their ownership of the Notes, including whether the Regular Interest and the NPC could be considered positions in a straddle.

Taxation of MACR Notes

General

Each MACR Pool will be classified as a grantor trust under subpart E, part I of subchapter J of the Code. The interests in the Exchangeable Notes that have been exchanged for MACR Notes will be the assets of the MACR Pool, and the MACR Notes will represent beneficial ownership of such interests in the Exchangeable Notes for federal income tax purposes.

Tax Accounting for MACR Notes

A MACR Note will represent beneficial ownership of an interest in one or more related Exchangeable Notes. If it represents an interest in more than one Exchangeable Note, you must allocate your basis in the MACR Note among the interests in the Exchangeable Notes in accordance with their relative fair market values as of the time of acquisition. Similarly, on the sale of such a MACR Note, you must allocate the amount received on the sale among the interests in the Exchangeable Notes in accordance with their relative fair market values as of the time of sale.

As an investor in a MACR Note, you must account separately for each interest in an Exchangeable Note (there may be only one such interest). Where the interest represents a *pro rata* part of a Regular Interest, you should account for such interest as described under *"— Taxation of the Regular Interests"* above. Where the interest represents beneficial ownership of a disproportionate part of the principal and interest payments on one or more Regular Interests (a **"Strip"**), you will be treated as owning, pursuant to Code Section 1286, "stripped bonds" to the extent of your share of principal payments and "stripped coupons" to the extent of your share of interest payments on such Regular Interests. Although the tax treatment of a Strip is unclear, we and the Indenture Trustee intend to treat each Strip as a single debt instrument for purposes of information reporting. The

IRS, however, could take a different position. For example, the IRS could contend that a Strip should be treated as a *pro rata* part of the Regular Interest to the extent that the Strip represents a *pro rata* portion of it, and "stripped bonds" or "stripped coupons" with respect to the remainder. You should consult your tax advisors regarding this matter.

We and the Indenture Trustee intend to report with respect to a MACR Note assuming that all payments on a Strip are included in the stated redemption price of the Strip. You should calculate OID with respect to each Strip and include it in ordinary income as it accrues, which may be prior to the receipt of cash attributable to such income, in accordance with a constant yield method that takes into account the compounding of interest. See *"— Taxation of the Regular Interests — Original Issue Discount"* above. You should determine your yield to maturity based on your purchase price allocated to the Strip and on a schedule of payments projected using a prepayment assumption, and then make periodic adjustments to take into account actual prepayment experience. It is not clear whether the prepayment assumption you should use to calculate OID would be determined at the time of purchase of the Strip or would be the original Pricing Speed with respect to the related Regular Interest. You should consult your tax advisors regarding this matter. For purposes of information reporting relating to OID, we and the Indenture Trustee will use the original yield to maturity of the Strip determined as of the Closing Date and calculated based on the original Pricing Speed.

If OID accruing with respect to a Strip, computed as described above, is negative for any period, you will be entitled to offset such amount only against future positive OID accruing from such Strip, and we and the Indenture Trustee intend to report income in all cases in this manner. Although not entirely free from doubt, you may be entitled to deduct a loss to the extent that your remaining basis would exceed the maximum amount of future payments to which you are entitled with respect to such Strip, assuming no further prepayments of the Subordinate Q-REMIC Interest (or, perhaps, assuming prepayments at a rate equal to the Pricing Speed). Although the issue is not free from doubt, all or a portion of such loss may be treated as a capital loss if you treat the Strip as a capital asset.

You will realize gain or loss on the sale of a Strip in an amount equal to the difference between the amount realized and your adjusted basis in the Strip. Your adjusted basis generally is equal to your allocated cost of the Strip, increased by income previously included, and reduced (but not below zero) by distributions previously received. Except as described below, any gain or loss on such sale will be capital gain or loss if you held your interest as a capital asset and will be long-term if the interest has been held for the long-term capital gain holding period (more than one year). Such gain or loss will be ordinary income or loss (1) for a bank or thrift institution or (2) to the extent income recognized by you is less than the income that would have been recognized if the yield on such interest were 110% of the applicable federal rate under Code Section 1274(d).

If you exchange an Exchangeable Note for several MACR Notes and then sell one of the MACR Notes, the sale will subject you to the coupon stripping rules of Code Section 1286. You must allocate your basis in the exchanged Exchangeable Note between the part of the Exchangeable Note underlying the MACR Note sold and the part of the Exchangeable Note underlying the MACR Notes retained in proportion to their relative fair market values as of the date of such sale. You are treated as purchasing the interest retained for the amount of basis allocated to such interest. You must calculate OID with respect to the retained interest as described above.

Although the matter is not free from doubt, if you acquire in one transaction a combination of MACR Notes that may be exchanged for an Exchangeable Note, you should be treated as owning the Exchangeable Note.

Exchanges of MACR Notes and Exchangeable Notes

An exchange of an interest in one or more Exchangeable Notes for an interest in one or more MACR Notes, or vice versa (or, if permitted, an exchange of an interest in one or more MACR Notes for an interest in one or more other MACR Notes), will not be a taxable exchange. After the exchange, you will be treated as continuing to own the interests in the Exchangeable Note or Notes that you owned immediately prior to the exchange.

Adoption of an Alternative Index

In the event that we designate an alternative method or index in response to changes to, or the elimination of, LIBOR, the tax consequences with respect to Notes with Class Coupons based on LIBOR are unclear. Under general principles of federal income tax law, certain modifications of a debt instrument may cause a deemed exchange upon which gain or loss is realized if the modification constitutes a Significant Modification. In the absence of guidance from the IRS, it is possible that the designation of an alternative method or index could be treated as a Significant Modification, resulting in a deemed exchange upon which gain or loss may be realized. Proposed Regulations on which we may rely were released on October 8, 2019 and pursuant to which a designation of an alternative method or index may not be treated as a Significant Modification if certain conditions are met. We intend to take reasonable efforts to meet such conditions, although no assurance can be given that the designation of an alternative method or index will not result in a Significant Modification of the Notes. Holders are advised to consult their own tax advisors regarding the adoption of an alternative index.

Taxation of Certain Foreign Investors

Interest, including OID, distributable with respect to a Regular Interest to a Non-U.S. Beneficial Owner not engaged in a U.S. trade or business will be considered "portfolio interest" and, therefore, will not be subject to the 30% United States withholding tax provided that the Non-U.S. Beneficial Owner provides IRS Form W-8BEN or W-8BEN-E (or similar substitute forms), signed under penalties of perjury, identifying the investor and stating, among other things, that the Non-U.S. Beneficial Owner is a non-U.S. person. In the case of an interest in a Regular Interest held by a foreign partnership or foreign trust, the form described in the preceding sentence must be provided by the partners or beneficiaries, as the case may be, rather than by the foreign partnership or foreign trust. If this form is not provided, the 30% United States withholding tax may apply unless an income tax treaty reduces or eliminates such tax. If the interest is effectively connected with the conduct of a trade or business within the United States (and if an income tax treaty applies, is attributable to a U.S. permanent establishment) by a Non-U.S. Beneficial Owner and the Non-U.S. Beneficial Owner provides an IRS Form W-8ECI (or an acceptable substitute form), the interest payments will not be subject to the 30% United States withholding tax. The Non-U.S. Beneficial Owner, however, will be subject to United States federal income tax at regular rates. If you are a Non-U.S. Beneficial Owner of an interest in a Regular Interest, you should consult your tax advisors.

Payments in respect of an interest in an NPC generally are exempt from U.S. withholding tax.

Except as provided below in *"— Backup Withholding"*, a Non-U.S. Beneficial Owner will not be subject to U.S. federal income and withholding taxes on any gain realized on the sale, exchange, retirement or other disposition of a Note (other than amounts attributable to accrued interest) unless (i) such gain is, or is deemed to be, effectively connected with a trade or business in the United States of the Non-U.S. Beneficial Owner (and if an income tax treaty applies, such gain is attributable to a U.S. permanent establishment); or (ii) such 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.

Except as provided in the discussion of backup withholding below, gain on the sale of a Note that is, or is deemed to be, effectively connected with the conduct of a trade or business in the United States by a Non-U.S. Beneficial Owner (and if an income tax treaty applies, such gain is attributable to a U.S. permanent establishment), although exempt from U.S. withholding tax, generally will be subject to U.S. federal income tax at graduated rates, and in the case of a Non-U.S. Beneficial Owner that is a foreign corporation, may also be subject to U.S. federal branch profits tax.

With respect to the upfront amount Freddie Mac will be deemed to pay with respect to the obligation to incur losses on Enhanced Relief Refinance Reference Obligations, Shearman & Sterling LLP is of the opinion that income attributable to the amortization of such deemed payment 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 amounts are not attributable to a U.S. permanent establishment). While this will depend on factors specific to each Beneficial Owner, generally the upfront amount deemed received with respect to the guarantee arrangement 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. Non-U.S. Beneficial Owners should consult their tax advisors regarding their specific circumstances.

Backup Withholding

Distributions made on the Notes and proceeds from the sale of Notes to or through certain brokers may be subject to a United States federal "backup" withholding tax on "reportable payments" (including interest accruals, OID and, under certain circumstances, distributions in reduction of principal amount) unless, in general, you comply with certain procedures or are an exempt recipient. Any amounts so withheld from distributions on the Notes would be refunded by the IRS or allowed as a credit against your federal income tax.

Reporting and Administrative Matters

Reports will be made to the IRS and to Holders of record of Notes that are not excepted from the reporting requirements.

The Regulations require the Trust to file an annual information return with the IRS and to furnish to holders of the Notes their respective shares of income and expenses with respect to their interests in the Grantor Trust.

The IRS has published final regulations that establish a reporting framework for interests in "widely held fixed investment trusts" and place the responsibility of reporting on the person in the ownership chain who holds an interest for a beneficial owner. A widely-held fixed investment trust is defined as an arrangement classified as an "investment trust" under Regulations Section 301.7701-4(c), in which any interest is held by a middleman, which includes, but is not limited to (i) a custodian of a person's account, (ii) a nominee and (iii) a broker holding an interest for a customer in street name.

Under these regulations, the Indenture Trustee will be required to file IRS Form 1099 (or any successor form) with the IRS with respect to holders of the Notes who are not "exempt recipients" (a term that includes corporations, trusts, securities dealers, middlemen and certain other non-individuals) and do not hold such Notes through a middleman, to report the Grantor Trust's gross income and, in certain circumstances, unless the Indenture Trustee reports under the safe harbor as described in the last sentence of this paragraph, if any trust assets were disposed of or Notes are sold in secondary market sales, the portion of the gross proceeds relating to the trust assets that are attributable to such holder. The same requirements would be imposed on middlemen holding such Notes on behalf of the related holders. Under certain circumstances, the Indenture Trustee may report under the safe harbor for widely-held mortgage trusts, as such term is defined under Regulations Section 1.671-5.

These regulations also require that the Indenture Trustee make available information regarding interest income and information necessary to compute any OID to (i) exempt recipients (including middlemen) and non-calendar year taxpayers, upon request, in accordance with the requirements of the regulations and (ii) applicable holders who do not hold their Notes through a middleman. The information must be provided to parties specified in clause (i) on or before the later of the 44th day after the close of the calendar year to which the request relates and 28 days after the receipt of the request. The information must be provided to parties specified in clause (ii) on or before March 15 of the calendar year following the year for which the statement is being furnished.

Foreign Account Tax Compliance Act

Investors should be aware that under legislation and related administrative guidance (commonly known as FATCA), certain payments in respect of the Notes received by a non-U.S. entity may be subject to withholding of U.S. federal income tax at a rate of 30% if such non-U.S. entity fails to take the required steps to provide certain information regarding its "United States accounts" or its direct or indirect "substantial U.S. owners." The required steps and the information to be provided will depend on whether the non-U.S. entity is considered a "foreign financial institution" for this purpose, and if an intergovernmental agreement exists between the United States and an applicable foreign country that may modify the applicable requirements. Investors 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.

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 M-1H Reference Tranche, the Class M-2AH Reference Tranche, the Class M-2BH Reference Tranche, the Class B-1AH Reference Tranche, the Class B-1BH Reference Tranche, 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 M-1 and Class M-1H Reference Tranches (in the aggregate), (b) the Class M-2A and Class M-2AH Reference Tranches (in the aggregate), (c) the Class M-2B and Class M-2BH Reference Tranches (in the aggregate), (d) the Class B-1A and Class B-1AH Reference Tranches (in the aggregate), (e) the Class B-1B and Class B-1BH Reference Tranches (in the aggregate), (f) the Class B-2A and Class B-2AH Reference Tranches (in the aggregate) and (g) 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 and the Class B-3H Reference Tranche and, in the case of any tranching of the Class A-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 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.

We provide additional information for institutional investors located in the European Union on our website at http://crt.freddiemac.com/eu-investor-resources.aspx.

See *"Risk Factors — Governance and Regulation — Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Reference Pool"*.

CERTAIN ERISA CONSIDERATIONS

The following is a summary of material considerations arising under ERISA and the prohibited transaction provisions of Section 4975 of the Code that may be relevant to a prospective investor in the Notes that is an ERISA Plan or a person or entity acting on behalf of, using the assets of or deemed to use the assets of an ERISA Plan. The discussion does not purport to deal with all aspects of ERISA or Section 4975 of the Code or foreign or other federal, state or local law that may be relevant to particular ERISA Plans in light of their particular circumstances.

The discussion is based on current provisions of ERISA and the Code, existing regulations under ERISA and the Code, the legislative history of ERISA and the Code, existing administrative rulings of the U.S. Department of Labor and reported judicial decisions. No assurance can be given that legislative, judicial, or administrative changes will not affect the accuracy of any statements herein with respect to transactions entered into or contemplated prior to the effective date of such changes.

General

ERISA and Section 4975 of the Code impose certain requirements and duties on ERISA Plans and on persons who are fiduciaries of ERISA Plans and of entities whose underlying assets include assets of ERISA Plans by reason of an ERISA Plan's investment in such entities. These duties include investment prudence and diversification and the requirement that investments by an ERISA Plan be made in accordance with the documents governing the ERISA Plan. The prudence of a particular investment must be determined by the responsible fiduciary of the ERISA Plan by taking into account the ERISA Plan's particular circumstances and liquidity needs and all of the facts and circumstances of the investment, including the availability of a public market for the investment. In addition, certain United States federal, state and local laws impose similar duties on fiduciaries of Plans, such as governmental or church plans, that are not subject to Title I of ERISA or Section 4975 of the Code.

Any Plan Fiduciary that proposes to cause a Plan or entity to purchase the Notes should determine whether, under the general fiduciary standards of ERISA or other applicable law, an investment in the Notes is appropriate for such Plan or entity. In determining whether a particular investment is appropriate for a Plan, U.S. Department of Labor regulations provide that the fiduciaries of an ERISA Plan must give appropriate consideration to, among other things, the role that the investment plays in the ERISA Plan's portfolio, taking into consideration whether the investment is designed reasonably to further the ERISA Plan's purposes, an examination of the risk and return factors, the portfolio's composition with regard to diversification, the liquidity and current return of the total portfolio relative to the anticipated cash flow needs of the ERISA Plan and the projected return of the total portfolio relative to the ERISA Plan's funding objectives. Before investing the assets of a Plan in the Notes, a fiduciary should determine whether such an investment is consistent with the foregoing regulations (or other applicable law) and its fiduciary responsibilities, including any specific restrictions to which such Plan Fiduciary may be subject.

Prohibited Transactions

General

Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions involving the assets of an ERISA Plan and certain persons (referred to as "parties in interest" under ERISA or "disqualified persons" under the Code) having certain relationships to such ERISA Plans, unless an exemption is available. A party in interest or disqualified person who engages in a Prohibited Transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. Section 4975 of the Code imposes excise taxes, or, in some cases, a civil penalty may be assessed pursuant to Section 502(i) of ERISA, on parties in interest which engage in non-exempt Prohibited Transactions. If the disqualified person who engages in the transaction is the individual on behalf of whom an IRA is maintained (or his beneficiary), the IRA will lose its tax-exempt status and its assets will be deemed to have been distributed to such individual in a taxable distribution (and no excise tax will be imposed) on account of the Prohibited Transaction. In addition, a Plan Fiduciary who permits an ERISA Plan to engage in a transaction that the Plan Fiduciary knows or should know is a Prohibited Transaction may be liable to the ERISA Plan for any loss the ERISA Plan incurs as a result of the transaction or for any profits earned by the Plan Fiduciary in the transaction.

Plan Asset Regulation

The Plan Asset Regulation describes what constitutes the assets of an ERISA Plan with respect to the ERISA Plan's investment in an entity for purposes of certain provisions of ERISA and Section 4975 of the Code, including the fiduciary responsibility provisions of Title I of ERISA, and Section 4975 of the Code. The Plan Asset Regulation describes the circumstances under which Plan Fiduciaries and entities with certain specified relationships to an ERISA Plan are required to "look through" the investment vehicle and treat as an asset of the ERISA Plan each underlying investment made by such investment vehicle. If the assets of an entity or an investment vehicle in which a Plan invests are considered to be "plan assets" pursuant to the Plan Asset Regulation, then any person who exercises control over those assets may be subject to ERISA's fiduciary standards. Under the Plan Asset Regulation, if an ERISA Plan invests in an "equity interest" of an entity that is neither a "publicly-offered security" nor a security issued by an investment company registered under the Investment Company Act, the ERISA Plan's assets include both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established that the entity is an "operating company" or that equity participation in the entity by Benefit Plan Investors is not "significant". Equity participation by Benefit Plan Investors in an entity or investment vehicle is significant if, after the most recent acquisition of any class of securities in the entity or investment vehicle, 25% or more of the value of any class of equity interests in the entity or investment vehicle (excluding the value of interests held by certain persons who exercise discretion and control over the assets of such entity or investment vehicle or receive a fee for advice to such entity or vehicle) is held by Benefit Plan Investors.

Under the Plan Asset Regulation, the term "equity interest" is defined as any interest in an entity other than an instrument that is treated as indebtedness under "applicable local law" and which has no "substantial equity features". The Original Class M Notes and the Class M MACR Notes should not be considered to be "equity interests" in the Trust. As a result, the Plan Asset Regulation should not apply to cause the Trust's assets to be treated as plan assets because of ERISA Plans' purchases of Original Class M Notes or MACR Notes. However, the Original Class B Notes and Class B MACR Notes may be considered equity interests in the Trust for purposes of the Plan Asset Regulation. Therefore, Plans and persons acting on behalf of or using the assets of Plans will be prohibited from acquiring or holding Original Class B Notes or Class B MACR Notes.

Prohibited Transaction Exemptions

Additionally, Prohibited Transactions within the meaning of Section 406 of ERISA or Section 4975 of the Code may arise if Notes are acquired by an ERISA Plan or a person or entity acting on behalf of, using the assets of or deemed to use the assets of an ERISA Plan with respect to which the Trust or certain other parties to the transaction or any of their respective affiliates are parties in interest or disqualified persons. Certain exemptions from the Prohibited Transaction provisions of Section 406 of ERISA and Section 4975 of the Code may be applicable, however, depending in part on the type of Plan Fiduciary making the decision to acquire the Original Class M Notes or Class M MACR Notes and the circumstances under which such decision is made. Included among these exemptions are PTCE 96-23 (relating to transactions directed by an in-house professional asset manager); PTCE 95-60 (relating to transactions involving insurance company general accounts); PTCE 91-38 (relating to investments by bank collective investment funds); PTCE 84-14 (relating to transactions effected by a qualified professional asset manager); and PTCE 90-1 (relating to investments by insurance company pooled separate accounts). In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provide a statutory exemption for prohibited transactions between an ERISA Plan and a person that is a party in interest or a disqualified person (other than a fiduciary or an affiliate of a fiduciary that has or exercises discretionary authority or control or renders investment advice with respect to the assets involved in the transaction) solely by reason of providing services to the ERISA Plan, provided that there is adequate consideration. Prospective investors should consult with their advisors regarding the application of any of the foregoing administrative or statutory exemptions. There can be no assurance that any of these class exemptions or any other exemption will be available with respect to any particular transaction involving the Original Class M Notes or Class M MACR Notes.

Certain Plans, including governmental plans, church plans and foreign plans, while not subject to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code or the fiduciary provisions of ERISA (including the provisions of ERISA pursuant to which assets of an ERISA Plan may be deemed to include assets of the Trust or pursuant to which the Trust could be deemed to be a fiduciary with respect to such Plan) may nevertheless be subject to Similar Law. As noted above, Plans subject to Similar Law will not be permitted to acquire or hold the Original Class B Notes.

Each purchaser or transferee of an Original Class M Note or Class M MACR Note that is a Plan or a person or entity acting on behalf of, using the assets of or deemed to use the assets of any Plan will represent or be deemed to have represented that the purchase, ownership and disposition of such Note or any interest therein will not constitute or result in a non-exempt Prohibited Transaction or in the case of a governmental plan, church plan or foreign plan, a violation of Similar Law, and neither the Trust nor any of its affiliates is a fiduciary with respect to the acquisition, holding or disposition of such Note or in connection with any of its rights in connection therewith.

Review by Plan Fiduciaries

Any Plan Fiduciary considering whether to purchase Original Class M Notes or Class M MACR Notes on behalf of a Plan should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and the Code (or in the case of a governmental plan, church plan or foreign plan, applicable Similar Law) to a related investment and the availability of any prohibited transaction exemptions. The sale of Original Class M Notes or Class M MACR Notes to a Plan is in no respect a representation by the Trust that this investment meets all relevant requirements with respect to investments by Plans generally or any particular Plan or that this investment is appropriate for any such Plans generally or any particular Plan.

In addition, because the Transaction Parties, or their respective affiliates, may receive certain benefits in connection with the sale or holding of the Notes, the purchase or holding of the Notes using "plan assets" of any ERISA Plan over which any of these parties or their affiliates has discretionary authority or control, or renders "investment advice" (within the meaning of Section 3(21) of ERISA and/or Section 4975 of the Code and applicable regulations) for a fee (direct or indirect) with respect to the assets of an ERISA Plan, or is the employer or other sponsor of an ERISA Plan, might be deemed to be a violation of the prohibited transaction provisions of Part 4, Subtitle B, Title I of ERISA or Section 4975 of the Code (or could otherwise constitute a violation of fiduciary responsibilities under Title I of ERISA). Accordingly, the Notes may not be purchased using the assets of any ERISA Plan if any Transaction Party or any of their respective affiliates has discretionary authority or control or renders investment advice for a fee with respect to the assets of the ERISA Plan, or is the employer or other sponsor of the ERISA Plan, unless an applicable prohibited transaction exemption is available (all of the conditions of which are satisfied) to cover the purchase and holding of the Notes or the transaction is not otherwise prohibited.

BY ITS INVESTMENT IN A NOTE, THE INVESTOR THEREOF WILL REPRESENT OR WILL BE DEEMED TO REPRESENT AND WARRANT EITHER THAT (A) 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 OR (B) IN THE CASE OF AN ORIGINAL CLASS M NOTE OR CLASS M MACR NOTE, ITS PURCHASE, OWNERSHIP OR DISPOSITION OF SUCH NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A GOVERNMENTAL PLAN, CHURCH PLAN OR FOREIGN PLAN, ANY VIOLATION OF 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 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 Trust, 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.

Each purchaser of a Note will be deemed to acknowledge, represent to and agree with the Trust, the Sponsor, the Initial Purchasers, the Indenture Trustee and the Exchange Administrator as follows:

1. It is either (i) 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 or (ii) not a "U.S. person" and acquired the Note in an "off-shore transaction," as such terms are defined in, and in accordance with, Regulation S under the Securities Act. The Notes at any time may only be held by or on behalf of any person that is either (i) a QIB or (ii) not a "U.S. person" and that acquired the related Note in an "off-shore transaction," as such terms are defined in, and in accordance with, Regulation S under the Securities Act. 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 Trust 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 Trust, the Initial Purchasers or any person representing the Sponsor, the Trust 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 Trust, 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 Trust, the Sponsor, the Trust, 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 Trust, 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 either (i) 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 or (ii) not a "U.S. person" and that acquired the Note in an "off-shore transaction," as such terms are defined in, and in accordance with, Regulation S under the Securities Act 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 Trust, 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 Trust, 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 Trust, 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 Trust. 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 TRUST 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 a legend substantially to the following effect and agrees to the provisions set forth in such legend:

> 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 EITHER (1) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A OF THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER OR (2) NOT A "U.S. PERSON" AND THAT ACQUIRED THE NOTE IN AN "OFF-SHORE TRANSACTION," AS SUCH TERMS ARE DEFINED IN, AND IN ACCORDANCE WITH, REGULATION S UNDER THE SECURITIES ACT, 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 OR REGULATION S, AS APPLICABLE, 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 [FOR A NOTE SOLD UNDER RULE 144A: A QUALIFIED INSTITUTIONAL BUYER] [FOR A NOTE SOLD UNDER REGULATION S: NOT A "U.S. PERSON" AND ACQUIRED THIS NOTE IN AN "OFF-SHORE TRANSACTION," AS SUCH TERMS ARE DEFINED IN, AND IN ACCORDANCE WITH, REGULATION S UNDER THE SECURITIES ACT]; AND THE PURCHASER UNDERSTANDS THAT THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE AND FOREIGN SECURITIES LAWS, THIS NOTE IS A "RESTRICTED SECURITY" WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT, ANY OFFER, RESALE, PLEDGE OR OTHER TRANSFER OF THIS NOTE 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 TRUST.

THIS NOTE IS AN OBLIGATION OF THE TRUST 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 TRUST

11. In the case of a Note sold outside of the United States of America, its territories and possessions to a person that is not a "U.S. person" in reliance on Regulation S under the Securities Act prior to the date that is 40 days after the later of (i) the commencement of the offering of the Notes to persons other than distributors in reliance on Regulation S under the Securities Act and (ii) the date of closing of the offering of the Notes, such purchaser acknowledges that such Note will contain a legend substantially to the following effect and agrees to the provisions set forth in such legend:

PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF (A) THE COMMENCEMENT OF THE OFFERING TO PERSONS OTHER THAN DISTRIBUTORS IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT AND (B) THE DATE OF CLOSING OF THE OFFERING, THIS NOTE

MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO A U.S. PERSON WITHIN THE MEANING OF RULE 902(k) OF REGULATION S UNDER THE SECURITIES ACT EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. NO BENEFICIAL OWNERS OF THIS NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF PRINCIPAL OR INTEREST HEREON UNLESS THE REQUIRED CERTIFICATIONS HAVE BEEN DELIVERED PURSUANT TO THE TERMS OF THE INDENTURE.

12. In addition, each Original Class M Note or Class M MACR 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"), UNLESS THE PURCHASER OR TRANSFEREE IS ELIGIBLE FOR CERTAIN EXEMPTIVE RELIEF. ACCORDINGLY, EACH TRANSFEREE OF AN INTEREST HEREIN HEREBY IS DEEMED TO REPRESENT AND WARRANT BY ACQUISITION OF SUCH NOTE THAT EITHER (A) 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, OR (B) ITS PURCHASE, OWNERSHIP AND DISPOSITION OF SUCH NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A GOVERNMENTAL OR CHURCH PLAN OR FOREIGN PLAN, ANY VIOLATION OF SIMILAR LAW).

Each Original Class B Note or Class B MACR 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.

RATINGS

It is a condition to the issuance of the Notes that the Rated Notes receive from the Rating Agencies the ratings identified for such Classes of Notes in Table 1. No other Notes will be rated and we have no obligation to obtain ratings for such Notes in the future. The ratings assigned to the Rated Notes will be subject to ongoing monitoring, upgrades, downgrades, withdrawals and surveillance by each Rating Agency after the date of issuance of such Notes.

The ratings address the likelihood of the timely receipt of payments of interest to which the Holders of the Rated Notes are entitled and, with respect to the Classes of Rated Notes entitled to principal payments, the ultimate payment of principal by the Maturity Date. The ratings of the Rated Notes should be evaluated independently from similar ratings on other types of securities. The ratings are not a recommendation to buy, sell or hold the Rated Notes and may be subject to revision or withdrawal at any time by the Rating Agencies.

In addition, the ratings do not address: (i) the likelihood, timing, or frequency of prepayments (both voluntary and involuntary) on the Reference Obligations and their impact on interest payments or the degree to which such prepayments might differ from those originally anticipated, (ii) the possibility that a Noteholder might suffer a lower than anticipated yield, (iii) the tax treatment of the Rated Notes or the effect of taxes on the payments received, (iv) the likelihood or willingness of the parties to the respective documents to meet their contractual obligations or the likelihood or willingness of any party or court to enforce, or hold enforceable, the documents in whole or in part, (v) an assessment of the yield to maturity that investors may experience, or (vi) other non-credit risks, including, without limitation, market risks or liquidity.

The ratings take into consideration certain credit risks with respect to the Reference Obligations. However, as noted above, the ratings do not represent an assessment of the likelihood, timing or frequency of principal prepayments (both voluntary and involuntary) on the Reference Obligations, or the degree to which such prepayments might differ from those originally anticipated. In general, the ratings address credit risk and not prepayment risk. In addition, the ratings do not represent an assessment of the yield to maturity that investors may experience or the possibility that the Holders of the Interest Only MACR Notes might not fully recover their initial investment in the event of Credit Events or rapid prepayments on the Reference Obligations (including both voluntary and involuntary prepayments).

As indicated in this Memorandum, the Interest Only MACR Notes are only entitled to payments of interest. In the event that Holders of the Interest Only MACR Notes do not fully recover their investment as a result of (i) a high rate of Credit Events and Modification Events that result in losses being realized with respect thereto, or (ii) rapid principal prepayments on the Reference Obligations, all amounts "due" to such Holders will nevertheless have been paid, and such result is consistent with the ratings received on the Interest Only MACR Notes that are Rated Notes. For example, if the Reference Obligations were to prepay in the initial month following the Closing Date, Holders of the Interest Only MACR Notes would receive only a single month's interest and, therefore, would suffer a nearly complete loss of their investment. The Notional Principal Amounts of the Interest Only MACR Notes on which interest is calculated will be reduced by the allocation under the hypothetical structure described in this Memorandum of Tranche Write-down Amounts and prepayments, whether voluntary or involuntary, to the related Reference Tranches and Exchangeable Notes from which their respective Notional Principal Amounts are derived. The ratings do not address the timing or magnitude of reductions of such Notional Principal Amounts, but only the obligation to pay interest in a timely manner on the Notional Principal Amounts as so reduced from time to time. Therefore, the ratings of the Interest Only MACR Notes that are Rated Notes should be evaluated independently from similar ratings on other types of securities.

Other NRSROs that we have not engaged to rate the Rated Notes may issue unsolicited credit ratings or provide commentary on one or more Classes of the Notes, relying on information they receive pursuant to Rule 17g-5 or otherwise. If any such unsolicited ratings are issued, we cannot assure you that they will not be different from the ratings assigned by the Rating Agencies, and if lower than the Rating Agencies' ratings, whether such unsolicited ratings will have an adverse impact on the liquidity, market value and regulatory characteristics of such Notes. Further, a determination by the SEC that either or both of the Rating Agencies no longer qualifies as an NRSRO or is no longer qualified to rate the Rated Notes, could adversely affect the liquidity, market value and regulatory characteristics of the Rated Notes. See *"Risk Factors — Investment Factors and Risks Related to the Notes — A Reduction, Withdrawal or Qualification of the Ratings on the Rated Notes, or the Issuance of an Unsolicited Rating on the Rated Notes, May Adversely Affect the Market Value of Those Notes and/or Limit an Investor's Ability to Resell Those Notes"* and *"— The Ratings on the Rated Notes May Not Reflect All Risks"*.

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 Trust by Shearman & Sterling LLP. Cadwalader, Wickersham & Taft LLP will deliver certain opinions on other legal matters.

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 Trust, the Indenture Trustee and the Custodian, as the same may be amended, supplemented or modified from time to time.

"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.

"Additional Collateral" means, all of the Trust's right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Collateral Administration Agreement and Capital Contribution Agreement and all payments to the Trust 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 Trust 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 Trust, 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.

"Adverse REMIC Event" means any event that would result in termination of the REMIC status of any REMIC created under the Indenture.

"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 UCC.

"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 Citibank.

"Available Sample" means the limited number of Reference Obligations (2,308 by loan count, which is approximately 2.4% of the Reference Pool) selected by us from which the Third-Party Diligence Provider selected the Diligence Sample for review.

"AVM" means automated valuation model.

"Basic Documents" means the Trust Agreement, the Notes, the Residual Certificates, the Owner Certificate, the Indenture, the Collateral Administration Agreement, the Capital Contribution 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 the same may be 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.

"Benefit Plan Investors" has the meaning ascribed thereto in the Plan Asset Regulation; *i.e.*, (i) any employee benefit plan as defined in Section 3(3) of ERISA that is subject to Title I of ERISA, (ii) any plan described in and subject to Section 4975(e)(1) of the Code and (iii) any entity whose underlying assets are deemed to include plan assets (determined pursuant to the Plan Asset Regulation) by reason of an employee benefit plan's or a plan's investment in such entity.

"BlackRock" means BlackRock Financial Management, Inc.

"BNY Mellon" means The Bank of New York Mellon.

"BofA Securities" means BofA Securities, Inc.

"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.

"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.

"Capital Contribution Agreement" means the Capital Contribution Agreement dated as of the Closing Date among the Trust, the Indenture Trustee and us, as the same may be amended, supplemented or modified from time to time.

"Capital Contribution Amount" with respect to each Payment Date, means the sum of the Index Component Contribution plus the Investment Liquidation Contribution for such Payment Date.

"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.

"Citibank" means Citibank, N.A.

"Class" means, individually and collectively, the Original Classes, the MACR Classes and/or the classes of Reference Tranches, as the context may require.

"Class B MACR Notes" means the Class B-1, Class B-1AR, Class B-1AI, Class B-2, Class B-2AR and Class B-2AI Notes.

"Class Coupon" means the applicable per annum interest rate for each Class of Notes and the Class B-3H Reference Tranche, which will be equal to (i) in the case of each Class of Notes (other than the Interest Only MACR Notes and the Class M-2RB, Class M-2SB, Class M-2TB and Class M-2UB Notes) and the Class B-3H Reference Tranche: (x) for the first Accrual Period, the per annum interest rate shown for such Class under the column "Initial Class Coupon" in Table 1 and (y) for all other Accrual Periods, the sum of (a) One-Month LIBOR plus (b) the margin shown for such Class in Table 1, (ii) in the case of each Class of Interest Only MACR Notes, the per annum interest rate specified for each such Class under the column "Initial Class Coupon" in Table 1 (subject to any adjustment as described in footnote 7 thereto) and (iii) in the case of each of the Class M-2RB, Class M-2SB, Class M-2TB and Class M-2UB Notes, the per annum interest rate specified for such Class under the column "Class Coupon Formula" in Table 1, in each case subject to any applicable Class Coupon minimum rate set forth in Table 1.

"Class M MACR Notes" means the Class M-2, Class M-2R, Class M-2S, Class M-2T, Class M-2U, Class M-2I, Class M-2AR, Class M-2AS, Class M-2AT, Class M-2AU, Class M-2AI, Class M-2BR, Class M-2BS, Class M-2BT, Class M-2BU, Class M-2BI, Class M-2RB, Class M-2SB, Class M-2TB and Class M-2UB Notes.

"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 and Supplemental 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, *minus* the aggregate amount of Notes Retirement Amounts paid, if any, by the Trust to Freddie Mac to retire any portion of the Corresponding Class of Notes on such Payment Date and on all prior Payment Dates, *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, *plus*, with respect to the Class A-H Reference Tranche, the aggregate amount of Supplemental Senior Increase Amounts allocated to increase the Class Notional Amount thereof on such Payment Date and on all prior Payment Dates, and *plus*, in the case of each of the Class M-1H, Class M-2AH, Class M-2BH, Class B-1AH, Class B-1BH, Class B-2AH and Class B-2BH Reference Tranches, the aggregate amount of Notes Retirement Amounts allocated to reduce the Class Notional Amount of the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A and Class B-2B Reference Tranches, respectively. 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 Notes Retirement Amounts paid, if any, by the Trust to Freddie Mac on such Payment Date and all prior Payment Dates to retire any portion of such Class of Notes, *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 MACR Notes); and

(2) with respect to each outstanding Class of MACR 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 MACR Note (or related MACR Notes in the case of the related Combinations listed in Table 2); provided, that with respect to each of the Class M-2RB, Class M-2SB, Class M-2TB and Class M-2UB Notes, if the outstanding Class Principal Balance of the Class M-2B Notes for any Payment Date is zero and the outstanding Notional Principal Amount of the Class M-2AI Notes for such Payment Date is greater than zero, then each of the Class M-2RB, Class M-2SB, Class M-2TB and Class M-2UB Notes will no longer have a Class Principal Balance, but will instead have a Notional Principal Amount equal to the portion of the Class M-2AI Notes exchanged for such Class M-2RB, Class M-2SB, Class M-2TB or Class M-2UB Notes, as applicable.

"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 February 4, 2020.

"CLTV" means combined loan-to-value, which with respect to each Reference Obligation, is a ratio, expressed as a percentage, obtained by dividing (a) the amount of all known outstanding loans at origination by (b) the value of the mortgaged property. This term is used in the risk factors, 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 Administration Agreement" means the Collateral Administration Agreement dated as of the Closing Date among the Trust, the Indenture Trustee and us, as the same may be amended, supplemented or modified from time to time.

"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/or marketability subject to and in accordance with certain conditions set forth in the Guide.

"Combinations" means the available modifications and combinations of Exchangeable Notes and MACR Notes as shown in Table 2.

"Committee Report" means the Conference Committee Report accompanying the Tax Reform Act of 1986.

"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 Diligence Provider on the Diligence Sample for compliance with certain federal, state and local laws and regulations.

"Compliance Review Sample" means those 42 mortgage loans selected from the Diligence Sample for the Compliance Review only.

"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.

"Corresponding Class of Notes" mean with respect to each of the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A and Class B-2B Reference Tranches, the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A and Class B-2B Notes, respectively.

"Corresponding Class of Reference Tranche" means with respect to (i) the Class M-1 Notes, the Class M-1 Reference Tranche, (ii) the Class M-2A Notes, the Class M-2A Reference Tranche, (iii) the Class M-2B Notes, the Class M-2B Reference Tranche, (iv) the Class B-1A Notes, the Class B-1A Reference Tranche, (v) the Class B-1B Notes, the Class B-1B Reference Tranche, (vi) the Class B-2A Notes, the Class B-2A Reference Tranche and (vii) the Class B-2B Notes, the Class B-2B Reference Tranche. There is no Corresponding Class of Reference Tranche for the X-IO Interest or the Residual Certificates.

"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 Event" with respect to any Payment Date on or before the 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 us 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 E 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 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 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 we determine 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 Review Sample" means those 317 mortgage loans selected from the Diligence Sample for a credit only review.

"Credit Score" means a number reported by a credit bureau, based on statistical models, that summarizes an individual's credit record.

"Credit Suisse" means Credit Suisse Securities (USA) LLC.

"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
February 2020 to January 2021	0.10%
February 2021 to January 2022	0.20%
February 2022 to January 2023	0.30%
February 2023 to January 2024	0.40%
February 2024 to January 2025	0.50%
February 2025 to January 2026	0.60%
February 2026 to January 2027	0.70%
February 2027 to January 2028	0.80%
February 2028 to January 2029	0.90%
February 2029 to January 2030	1.00%
February 2030 to January 2031	1.10%
February 2031 to January 2032	1.20%
February 2032 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. On the Closing Date, the Custodian will be BNY Mellon.

"Custodian Account" means, an Eligible Account designated as the "Custodian Account" established and maintained by the Custodian pursuant to the Indenture and the Account Control Agreement in the name of the Trust, subject to the lien of the Indenture Trustee, for the benefit of the Secured Parties, in each case as their interests may appear.

"Cut-off Date" means the close of business on November 30, 2019.

"Cut-off Date Balance" means $24,267,986,968, which is the aggregate UPB of the Reference Obligations as of the Cut-off Date.

"Data Integrity Sample" means those 350 mortgage loans selected from the Diligence Sample for a data integrity review.

"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"*.

"Deemed Original Class M Notes" means, for U.S. federal income tax purposes, any Class M MACR Notes received in an exchange taking place on the Closing Date.

"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.

"Designated Q-REMIC Interests" means the REMIC regular interests issued by a Freddie Mac trust pursuant to that certain Quarterly REMIC Master Trust Agreement, dated as of October 1, 2018 as supplemented by that certain Terms Supplement dated as of July 10, 2019, consisting of the IO Q-REMIC Interest and the Subordinate Q-REMIC Interest.

"Diligence Sample" means the 392 mortgage loans selected by the Third-Party Diligence Provider from the Available Sample.

"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 amounts will be deposited upon receipt: (a) investment income earned on the Eligible Investments, (b) proceeds from the liquidation of Eligible Investments, (c) distributions on the IO Q-REMIC Interest and (d) the Transfer Amounts, Return Reimbursement Amounts, Capital Contribution Amounts and Return Amounts that become due and payable.

"Ditech" means Ditech Financial LLC.

"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 Fannie Mae's proprietary system, Desktop Underwriter®.

"Dual Review Sample" means those 27 mortgage loans selected from the Diligence Sample for the Compliance Review and those 27 mortgage loans selected from the Diligence Sample for the Credit Review Sample.

"Early Redemption Date" means the Payment Date on which the Notes will be redeemed, which date is concurrent with the Early Termination Date.

"Early Termination Date" means the earliest to occur of:

(i) the Payment Date so designated by the Trust following the occurrence of a Freddie Mac Default;

(ii) the Payment Date so designated by us following the occurrence of an Optional Termination Event;

(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;

(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; and

(vi) the Payment Date so designated by the Trust or us:

(a) in the event the maturity of the Notes has been accelerated in accordance with the Indenture; or

(b) following a merger or analogous event by the Trust or us without a corresponding assumption of the Trust's or our respective obligations under the Basic Documents.

"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) 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) we securitized between April 1, 2019 and June 30, 2019 and was originated on or after January 1, 2015;

(c) is held in our PCs with respect to which a REMIC election has been made;

(d) has not been prepaid in full as of December 3, 2019;

(e) as of December 3, 2019, the servicer has not reported that the mortgagor of such Reference Obligation has filed for bankruptcy;

(f) has not been repurchased by the applicable seller or servicer as of December 3, 2019;

(g) has no Underwriting Defects, Major Servicing Defects or Minor Servicing Defects as determined by our internal quality control process as of December 3, 2019;

(h) as of November 30, 2019, has never been reported to be 30 days or more delinquent since being purchased by Freddie Mac;

(i) was originated with documentation as described under *"General Mortgage Loan Purchase and Servicing — Underwriting Standards — Documentation"* in Appendix E;

(j) is not covered by pool insurance;

(k) has an original LTV ratio that is (i) greater than 80% and (ii) less than or equal to 97%;

(l) has an original CLTV ratio that is less than or equal to 97%;

(m) for each Reference Obligation with a loan age greater than or equal to 12 months for which an ELTV has been obtained, such ELTV is greater than 55%;

(n) subject to any applicable TOBs or certain pilot programs, is not subject to recourse or other credit enhancement;

(o) 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 ratio greater than 80%);

(p) was not associated with a mortgage revenue bond purchased by Freddie Mac;

(q) had an original principal balance greater than or equal to $5,000; and

(r) was not originated under a government program (e.g., FHA, VA or Guaranteed Rural Housing loans).

Subject to the satisfaction of certain conditions described in the definition of "Reference Pool Removal" in this *"Glossary of Significant Terms"*, 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 E 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, "F1" 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, provided such investment has a maturity date no later than 60 days from the date of purchase (except as otherwise set forth in (b) below):

(a) Obligations issued or fully guaranteed by (i) the U.S. government or a U.S. government agency or instrumentality, (ii) the World Bank, (iii) the International Finance Corporation, (iv) the Inter-American Development Bank or (v) the Asian Development Bank;

(b) Repurchase obligations involving any security described in (a) above (without any restriction based on the maturity date of such security) and entered into with an approved counterparty under the Investment Management Agreement; 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" 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 *"Mortgage Loan Purchase and Servicing — Enhanced Relief Refinance Program"* in Appendix E 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.

"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 (i) retains on an ongoing basis a material net economic interest which, in any event, shall not be less than 5%, determined in accordance with Article 6 of the EU Securitization Regulation, and (ii) discloses the risk retention to EU Institutional Investors.

"EU Securitization Regulation" means Regulation (EU) 2017/2401 amending Regulation (EU) No. 575/2013 and Regulation (EU) 2017/2402 relating to a European framework for simple, transparent and standardized securitization, as amended, varied or substituted from time to time, and including 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.

"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 Citibank.

"Exchangeable Classes" means the Classes of Exchangeable Notes.

"Exchangeable Notes" means the Classes of Original Notes that are modifiable and combinable with the MACR Notes and vice versa, *i.e.*, the Class M-2A Notes, Class M-2B Notes, Class B-1A Notes, Class B-1B Notes, 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.

"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.

"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 E.

"Freddie Mac Act" means the Federal Home Loan Mortgage Corporation Act, as amended (12 U.S.C. §1451-1459).

"Freddie Mac Default" means an Indenture Event of Default resulting from any one or more of the following, subject to any applicable notice and cure provisions:

(a) any failure by us to pay an amount in excess of $10,000 (in the aggregate) due and owing by us under the Administration Agreement, which failure continues unremedied for 30 days after the receipt of notice of such failure by us from the Indenture Trustee; or

(b) any failure by us to pay any amount due and owing by us under the Collateral Administration Agreement and/or the Capital Contribution Agreement, which failure continues unremedied for 30 days after the receipt of notice of such failure by us from the Indenture Trustee; or

(c) any failure by us to perform in any material way any other covenant or agreement in the Administration Agreement, the Collateral Administration Agreement and/or the Capital Contribution Agreement, which failure continues unremedied for 60 days after the receipt of notice of such failure by us from the Indenture Trustee; or

(d) a court having jurisdiction enters a decree or order for relief in respect of us in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoint a receiver, liquidator, assignee, custodian, or sequestrator (or other similar official) of Freddie Mac or for all or substantially all of our property, or order the winding up or liquidation of our affairs, and such decree or order remains unstayed and in effect for a period of 60 consecutive days; or

(e) we commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or we consent to the entry of an order for relief in an involuntary case under any such law, or we consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, or sequestrator (or other similar official) of us or any substantial part of our property, or we make any general assignment for the benefit of creditors, or we fail generally to pay our debts as they become due; provided, that the appointment of a conservator (or other similar official) by a regulator having jurisdiction over us, whether or not we consent to such appointment, will not constitute a Freddie Mac Default.

"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.

"Goldman Sachs" means Goldman Sachs & Co. LLC.

"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.

"Grantor Trust" means the portion of the Trust consisting of the Regular Interests and the NPCs.

"GSEs" means government-sponsored enterprises.

"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.

"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.

"Indenture" means that certain Indenture, to be dated as of the Closing Date, among the Trust, as Issuer, Citibank, as Indenture Trustee and Exchange Administrator, and BNY Mellon, as Custodian.

"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 Citibank.

"Index Component" with respect to any Payment Date, means an amount equal to the product of (i) One-Month LIBOR for such Payment Date, (ii) the aggregate Class Principal Balance of the Notes immediately preceding such Payment Date and (iii) the Day Count Fraction.

"Index Component Contribution" with respect to any Payment Date, means an amount equal to the excess, if any, of the Index Component over the investment earnings on Eligible Investments.

"Initial Cohort Pool" means a pool of certain mortgage loans that we securitized between April 1, 2019 and June 30, 2019 and were originated on or after January 1, 2015 and (i) are fully amortizing, fixed-rate, one- to four-unit, first lien mortgage loans, which have an original term of 241 to 360 months; (ii) have an LTV ratio that is (x) greater than 80% and (y) less than or equal to 97%; and (iii) were not originated under our relief refinance programs, including HARP.

"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 MACR 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 MACR 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, Wells Fargo Securities, Nomura, BofA Securities, Credit Suisse, J.P. Morgan, Goldman Sachs, CastleOak and Ramirez & Co., Inc.

"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 B-3H Reference Tranche) during each Accrual Period, means an amount equal to:

(i) the Class Coupon for such Class of Notes 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 or the Class B-3H Reference Tranche, as applicable, immediately prior to such Payment Date, multiplied by

(iii) the Day Count Fraction.

"Interest Only MACR Notes" means the MACR Notes that receive interest payments but not principal payments, *i.e.*, the Class M-2AI Notes, Class M-2BI Notes, Class M-2I Notes, Class B-1AI Notes and Class B-2AI Notes; provided, that the Class M-2RB Notes, Class M-2SB Notes, Class M-2TB Notes and Class M-2UB Notes will also be Interest Only MACR Notes with respect to any Payment Date where the outstanding Class Principal Balance of the Class M-2B Notes is zero and the outstanding Notional Principal Amount of the Class M-2AI Notes is greater than zero.

"Interest Payment Amount" with respect to each outstanding Class of Notes and any Payment Date, means an amount equal to the Interest Accrual Amount for such Class of Notes on such Payment Date, 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 Liquidation Contribution" with respect to any Payment Date, means an amount equal to the excess, if any, of (a) the book value of Eligible Investments liquidated with respect to such Payment Date over (b) the liquidation proceeds of such Eligible Investments.

"Investment Manager" means the investment manager pursuant to the Investment Management Agreement. On the Closing Date, the Investment Manager will be BlackRock.

"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, as the same may be amended, supplemented or modified from time to time.

"IO Q-REMIC Interest" means one or more interest only REMIC regular interests related to certain interest cash flows from the Reference Obligations and certain of the Uncovered Q-REMIC Mortgage Loans.

"IO Yield" with respect to any Payment Date, means the amount of the cash flow yield on the IO Q-REMIC Interest.

"IRA" means an individual retirement account.

"IRS" means the Internal Revenue Service.

"Issuer" means the Trust.

"J.P. Morgan" means J.P. Morgan Securities LLC.

"Junior Reference Tranche" means each of the Class B-1A, Class B-1AH, Class B-1B, Class B-1BH, 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, collectively, the Blanket Issuer Letter of Representations dated July 5, 2017, the related 144A Rider dated January 14, 2020 and the related Regulation S Rider dated January 14, 2020, 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 such Credit Event Reference Obligation.

"Loan Advisor" 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, expressed as a percentage, obtained by dividing (a) the total principal balance of a mortgage loan by (b) the value of the mortgaged property at origination.

"MACR Classes" means the Classes of MACR Notes.

"MACR 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 M-2, Class M-2R, Class M-2S, Class M-2T, Class M-2U, Class M-2I, Class M-2AR, Class M-2AS, Class M-2AT, Class M-2AU, Class M-2AI, Class M-2BR, Class M-2BS, Class M-2BT, Class M-2BU, Class M-2BI, Class M-2RB, Class M-2SB, Class M-2TB, Class M-2UB, Class B-1, Class B-1AR, Class B-1AI, Class B-2, Class B-2AR and Class B-2AI Notes.

"MACR Pool" means the arrangement under which MACR Classes are created.

"Major Servicing Defect" with respect to each Payment Date and any Reference Obligation for which we have 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 us during the related Reporting Period;

(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; or

(c) inappropriate cancellation of the mortgage insurance policy, provided that the related servicer has not reinstated the related policy or otherwise assumed the obligations of the related mortgage insurance company.

Reference Obligations covered under servicing settlements will not result in Major Servicing Defects, excluding Reference Obligations for which (c) above applies.

"Maturity Date" means the earliest to occur of (i) the Scheduled Maturity Date, (ii) the Early Redemption Date and (iii) the Termination Date.

"Memorandum" means this Private Placement Memorandum.

"MERS" means Mortgage Electronic Registration Systems, Inc.

"Mezzanine Reference Tranche" means each of the Class M-1, Class M-1H, Class M-2A, Class M-2AH, Class M-2B and Class M-2BH Reference Tranches.

"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 4.50%.

"Minor Servicing Defect" with respect to each Payment Date and any Reference Obligation for which we have 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 us and the related servicer that results in a recovery of the damages sustained by us 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 of such Reference Obligation multiplied by the interest bearing UPB of such Reference Obligation; over

(b) one-twelfth of the Original Accrual Rate of such Reference Obligation 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 of such Reference Obligation multiplied by the UPB of such Reference Obligation; over

(b) one-twelfth of the Current Accrual Rate of such Reference Obligation multiplied by the interest bearing UPB of such Reference Obligation.

"Moody's" means Moody's Investors Service, Inc.

"Mortgage Insurance Credit Amount" with respect to each Payment Date and any Credit Event Reference Obligation, means the amount that we report is payable under any effective mortgage insurance policy (or, if the related servicer has assumed the obligation of the related mortgage insurance company after an inappropriate cancellation of the related policy, the amount payable by such servicer) relating to such Credit Event Reference Obligation; provided, that such Mortgage Insurance Credit Amount will be limited to the amount that would be necessary to reduce to zero any Credit Event Net Gain and Credit Event Net Loss (in each case as calculated after taking into account any subsequent losses in the related Reporting Period on such Credit Event Reference Obligation as contemplated under clause (c) of the definition of Principal Loss Amount and any subsequent recoveries in the related Reporting Period on such Credit Event Reference Obligation as contemplated under clause (b) of the definition of Principal Recovery Amount) that would otherwise result for such Credit Event Reference Obligation on such Payment Date. If it is subsequently determined that the Mortgage Insurance Credit Amount with respect to any previous Payment Date should have been a different amount based upon additional information we receive after such Payment Date, such difference will be treated as a subsequent loss in the related Reporting Period under clause (c) of the definition of Principal Loss Amount (if the amount should have been lower) or a subsequent recovery in the related Reporting Period under clause (b) of the definition of Principal Recovery Amount (if the amount should have been higher or if the Mortgage Insurance Credit Amount was limited pursuant to the proviso of the immediately preceding sentence and the amount we actually receive pursuant to the related mortgage insurance policy was greater than such limited amount, such difference will be treated as a subsequent recovery in the related Reporting Period, and allocated as described under *"Description of the Notes — Hypothetical Structure and Calculations with Respect to the Reference Tranches — Allocation of Tranche Write-up Amounts"*). Any Mortgage Insurance Credit Amount we report will be included as a component of Net Liquidation Proceeds irrespective of our receipt of such amounts from the related mortgage insurance company. The Mortgage Insurance Credit Amount will not be reduced or otherwise affected irrespective of (i) any insolvency of the related mortgage insurance company or (ii) any settlement or agreement between us and the related mortgage insurance company resulting in the reduction in a claim payment or the commutation or cancellation of coverage under the related mortgage insurance policy. For the avoidance of doubt, clause (ii) in the immediately preceding sentence excludes settlements or agreements related to the transfer of a mortgage note to a third party. The Mortgage Insurance Credit Amount with respect to any Reference Obligation will be deemed to be zero in the event that the related mortgage note is transferred to a third party. In such event, any proceeds received from the related mortgage insurance company in connection with the commutation or cancellation of mortgage insurance for any related mortgage note with an effective mortgage insurance policy will be included as a component of Liquidation Proceeds.

"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 Mortgage Insurance Credit Amount (subject to the limitations set forth in the definition thereof), 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; provided, however, to the extent that any such proceeds are received in connection with a Minor Servicing Defect resulting from a servicer's mishandling of a mortgage insurance claim, such proceeds will not be included in the Net Liquidation Proceeds.

"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.

"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 Trust, Wells Fargo Securities and Nomura, under which Wells Fargo Securities is acting for itself and as representative of the Initial Purchasers, other than Nomura, as the same may be amended, supplemented or modified from time to time.

"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. On the Closing Date, the Note Registrar will be Citibank.

"Noteholder" means a holder of a Note and is used interchangeably with Holder.

"Notes" means, individually and collectively, the Original Notes and the MACR Notes.

"Notes Retirement Amount" means, with respect to any Notes presented by us to the Trust for retirement of such Notes in accordance with the Indenture, an amount equal to the portion of unpaid Class Principal Balance attributable to such Notes (without regard to any exchange of Exchangeable Notes for MACR Notes) after taking in account the allocation on such Payment Date of all Tranche Write-down Amounts, Tranche Write-up Amounts, Modification Gain Amounts, Modification Loss Amounts, Senior Reduction Amounts, Subordinate Reduction Amounts, Supplemental Subordinate Reduction Amounts and Supplemental Senior Increase Amounts.

"Notice of Exclusive Control" means a written notice delivered by the Indenture Trustee to the Custodian that the Indenture Trustee will exercise exclusive control over the Custodian Account pursuant to the Account Control Agreement.

"Notional Principal Amount" means, individually and collectively, as of any Payment Date with respect to each Class of outstanding Interest Only MACR Notes, an amount equal to the outstanding Class Principal Balance (or, in the case of the Class M-2RB, Class M-2SB, Class M-2TB and Class M-2UB Notes, if being treated as Interest Only MACR Notes, the outstanding Notional Principal Amount) as of such Payment Date of the portion of the related Class of Exchangeable Notes (or related MACR Notes in the related Combinations listed in Table 2) that was exchanged for such Interest Only MACR Note.

"NPC" means notional principal contract.

"NPC Premium" means the portion of a Note's issue price allocated to an NPC.

"NRSROs" means nationally recognized statistical rating organizations as defined in Section 3(a)(62) of the Exchange Act.

"Offered Reference Tranche Percentage" with respect to each Payment Date, means a fraction, expressed as a percentage, equal to the aggregate Class Notional Amount of the Class M-1, Class M-1H, Class M-2A, Class M-2AH, Class M-2B, Class M-2BH, Class B-1A, Class B-1AH, Class B-1B, Class B-1BH, Class B-2A, Class B-2AH, Class B-2B and Class B-2BH Reference Tranches (after allocation of the Senior Reduction Amount, the Subordinate Reduction Amount and any Tranche Write-down Amounts and Tranche Write-up Amounts for such Payment Date) divided by the UPB of the Reference Obligations at the end of the related Reporting Period.

"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"*.

"Optional Termination Event" means the occurrence of any of the following:

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 or another Transaction Party 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 Collateral Administration Agreement or (c) has or would have a materially adverse effect on the treatment of the Collateral Administration 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 aggregate UPB of the Reference Obligations is less than or equal to 10% of the Cut-off Date Balance of the Reference Pool.

7. The Notes remain outstanding on or after the Payment Date in the calendar month prior to January 2030.

8. Any failure by the Trust to pay any amount due and owing to us under the Collateral Administration Agreement, which failure continues unremedied for 30 days after the receipt of notice of such failure by the Trust from us.

9. Any failure by the Trust to perform in any material way any other covenant or agreement in the Collateral Administration Agreement, which failure continues unremedied for 60 days after the receipt of notice of such failure by the Trust from us.

"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 Class B Notes" means the Class B-1A, Class B-1B, Class B-2A and Class B-2B Notes.

"Original Class M Notes" means the Class M-1, Class M-2A and Class M-2B Notes.

"Original Notes" means the Classes of Notes issued on the Closing Date, *i.e.*, the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, 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 we enter 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 we have 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" (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 us 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 Certificate" means the certificate evidencing beneficial ownership of the Trust.

"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 REMIC Trust 2020-HQA1.

"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 February 2020.

"Payment Date Statement" means a statement prepared by the Indenture Trustee each month setting forth certain information relating to the Reference Pool, the Collateral Administration Agreement, the Capital Contribution 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 and any Payment Date, 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 *"Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — 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"*. The Preliminary Class Notional Amount for each Payment Date will be computed prior to the allocation of the Modification Loss Amount and the Modification Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for such Payment Date.

"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". The Preliminary Principal Loss Amount for each Payment Date will be computed prior to the allocation of the Modification Loss Amount and the Modification Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for such Payment Date.

"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. The Preliminary Tranche Write-down Amount for each Payment Date will be computed prior to the allocation of the Modification Loss Amount and the Modification Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for such Payment Date.

"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. The Preliminary Tranche Write-up Amount for each Payment Date will be computed prior to the allocation of the Modification Loss Amount and the Modification Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for such Payment Date.

"Pricing Speed" means the assumed rate of prepayment of the related Subordinate Q-REMIC Interest used in pricing the Regular Interests.

"Principal Balance Notes" means the Notes other than the Interest Only MACR 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, ninth, tenth, thirteenth, fourteenth or sixteenth* 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 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 Termination Date, as determined by the Sponsor, at its sole discretion, on the Credit Event Reference Obligations.

"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 us relating to the purchase of the related mortgage loans; (iii) any other document designated to be a Purchase Document by us; (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 us including through electronic means or other sources designated by us for distribution of the Guide and such waivers, amendments and supplements thereto.

"Q-REMIC" means the arrangement created pursuant to that certain Quarterly REMIC Master Trust Agreement dated as of October 1, 2018 and as supplemented by that certain Terms Supplement dated as of July 10, 2019 for which a REMIC election was made.

"QIB" means a qualified institutional buyer as defined in Rule 144A under the Securities Act.

"Ramirez & Co., Inc." means Samuel A. Ramirez & Company, Inc.

"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.

“Random Sample QC Credit Review” means the portion of the Random Sample QC Selection that were subject only to a credit review.

“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.

“Random Sample QC Selection” means the 2,296 mortgage loans in the Initial Cohort Pool that were chosen for quality control review using a random selection process.

“Rated Notes” means the Original Class M Notes, the Class B-1A Notes, the Class B-1B Notes and the MACR Notes identified in Table 1 as having expected ratings by either Fitch or S&P or both Fitch and S&P.

“Rating Agency” means each of Fitch and S&P.

“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, means 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 meet the Eligibility Criteria and we securitized between April 1, 2019 and June 30, 2019 and were originated on or after January 1, 2015. For the avoidance of doubt, the definition of Reference Obligations includes any Enhanced Relief Refinance Reference Obligations that meet the Enhanced Relief Refinance 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 Return Amounts 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 after the Closing Date 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 satisfaction of the conditions described in this definition, 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 Refinance Program Release Date.

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).

"Reference Tranche" means each Class of reference tranche deemed to be backed by the Reference Pool and comprising part of 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 M-1, Class M-1H, Class M-2A, Class M-2AH, Class M-2B, Class M-2BH, Class B-1A, Class B-1AH, Class B-1B, Class B-1BH, Class B-2A, Class B-2AH, Class B-2B, Class B-2BH and Class B-3H Reference Tranches.

"Regular Interests" means the uncertificated REMIC regular interests corresponding to the Class M-1, Class M-2A, Class M-2B, Class B-1A, Class B-1B, Class B-2A and Class B-2B Notes and the X-IO Interest.

"Reform Act" means the Federal Housing Finance Regulatory Reform Act of 2008, as amended.

"Regulation AB" means Regulation AB under the Securities Act.

"Regulation S" means Regulation S under the Securities Act.

"Regulation X" means Regulation X promulgated under RESPA.

"Regulation Z" means Regulation Z promulgated under TILA.

"Regulations" means 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.

"REMIC Provisions" means the provisions of the federal income tax law relating to real estate mortgage investment conduits, which appear at Sections 860A through 860G of the Code, related provisions, and Regulations, including proposed Regulations and rulings, and administrative pronouncements promulgated thereunder, as the foregoing may be in effect from time to time.

"REO" means real estate owned property.

"Reporting Period" means:

(a) with respect to the Payment Date in February 2020 and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches related to such Payment Date:

(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 December 1, 2019 through and including January 31, 2020,

(2) in the case of full principal prepayments on the Reference Obligations, and for determining 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 and including December 4, 2019 through and including February 4, 2020, and

(3) in the case of determining delinquency status with respect to each Reference Obligation, January 31, 2020; and

(b) with respect to each Payment Date commencing with the Payment Date in March 2020 and thereafter, and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches related to any such Payment Date:

(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, and for determining 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 period as we may specify from time to time 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.

"Residual Certificateholder" means the holder of any Residual Certificate.

"Residual Certificates" means, individually and collectively, the Class R Certificate and the Class RS Certificate.

"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 (x) the credit risk on the Class M-1H Reference Tranche, the Class M-2AH Reference Tranche, the Class M-2BH Reference Tranche, the Class B-1AH Reference Tranche, the Class B-1BH Reference Tranche, 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 M-1 and Class M-1H Reference Tranches (in the aggregate), (b) the Class M-2A and Class M-2AH Reference Tranches (in the aggregate), (c) the Class M-2B and Class M-2BH Reference Tranches (in the aggregate), (d) the Class B-1A and Class B-1AH Reference Tranches (in the aggregate), (e) the Class B-1B and Class B-1BH Reference Tranches (in the aggregate), (f) the Class B-2A and Class B-2AH Reference Tranches (in the aggregate) and (g) the Class B-2B and Class B-2BH Reference Tranches (in the aggregate), respectively, and (y) the credit risk on not less than 5% of each of the Class A-H Reference Tranche and the Class B-3H Reference Tranche and, in the case of any tranching of the Class A-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 or the Class B-3H Reference Tranche, as applicable, is tranched.

"Return Amount" 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 MACR Notes).

"Return Reimbursement Amount" 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 MACR Notes).

"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 2050.

"Scheduled Termination Date" means the Payment Date in January 2050.

"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 Trust'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 IO Q-REMIC Interest, (c) the Custodian Account, (d) all Eligible Investments (including, without limitation, any interest of the Trust 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, (e) the Account Control Agreement, (f) the Investment Management Agreement, (g) 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 (h) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust described in the preceding clauses.

"Secured Party" means each of us 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.

"Significant Modification" means a modification of a debt instrument that constitutes a "significant modification" under Regulations Section 1.1001-3.

"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 we guaranteed between January 1, 1999 and September 30, 2018 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.

"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 satisfaction of certain conditions described in the definition of "Reference Pool Removal" in this *"Glossary of Significant Terms"* permitting the replacement of original Reference Obligations with Enhanced Relief Refinance Reference Obligations, 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 satisfaction of such conditions, zero, minus

(f) (1) subject to the satisfaction of certain conditions described in the definition of "Reference Pool Removal" in this *"Glossary of Significant Terms"* permitting the replacement of original Reference Obligations with Enhanced Relief Refinance Reference Obligations, 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 satisfaction of such conditions, 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 the amounts in 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.

"Stearns" means Stearns Lending LLC.

"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.

"Strip" means a MACR Note that is not a Deemed Original Class M Note that represents beneficial ownership of a disproportionate part of the principal or interest payments on an Exchangeable Note.

"Subordinate Percentage" with respect to any Payment Date, means the percentage equal to 100% minus the Senior Percentage for such Payment Date.

"Subordinate Q-REMIC Interest" means one or more subordinate REMIC regular interests issued from the Q-REMIC.

"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.

"Supplemental Senior Increase Amount" with respect to each Payment Date, means an amount equal to the Supplemental Subordinate Reduction Amount for such Payment Date.

"Supplemental Subordinate Reduction Amount" with respect to each Payment Date, means the UPB of the Reference Obligations at the end of the related Reporting Period multiplied by the excess, if any, of (i) the Offered Reference Tranche Percentage for such Payment Date over (ii) 6.15%.

"Targeted Sample QC Review" means the proportion of loans out of the Initial Cohort Pool that were chosen for quality control review using a targeted selection process.

"Tax Opinion" means an opinion, subject to customary assumptions, qualifications and exclusions, of nationally recognized U.S. federal income tax counsel to the effect that (1) an Adverse REMIC Event will not occur as a result of the amendment that is the subject of such opinion and (2) such amendment will not result in Holders recognizing income, gain or loss for U.S. federal income tax purposes.

"Termination Date" means the earlier to occur of:

(i) the Scheduled Termination Date; and

(ii) the Early Termination Date.

"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 us to conduct the Third-Party Due Diligence Review.

"Third-Party Due Diligence Review" means the review of certain aspects of the mortgage loans in the proposed Reference Pool conducted by the Third-Party Diligence Provider.

"TILA" means the Federal Truth-in-Lending Act.

"TLTV" means total loan-to-value, which with respect to each Reference Obligation, is a ratio, expressed as a percentage, obtained by dividing (a) the amount of all known outstanding loans at origination by (b) the value of the mortgaged property. It is also referred to as CLTV in the risk factors, 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 Party" 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.

"Transfer Amount" with respect to each Payment Date, means an amount equal to the excess, if any, of the aggregate Interest Payment Amount for such Payment Date over the Index Component for such Payment Date.

"Treasury" means the United States Department of the Treasury.

"Treasury Plan" means the plan issued by Treasury to reform the housing finance system pursuant to the goals specified in the presidential memorandum issued on March 27, 2019.

"TRID" means the TILA-RESPA Know Before You Owe Integrated Disclosure Rule.

"Trust" means Freddie Mac STACR REMIC Trust 2020-HQA1, a Delaware statutory trust.

"Trust Agreement" means the trust agreement dated as of November 18, 2019, as amended and restated by that certain Amended and Restated Trust Agreement dated as of the Closing Date, each between the Sponsor and the Owner Trustee, as the same may be amended, supplemented or modified from time to time.

"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 IO Q-REMIC Interest, (c) the Distribution Account and any amounts from time to time on deposit therein, (d) the Custodian Account and any amounts from time to time on deposit therein, (e) all Eligible Investments and all income realized from the investment thereof, (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 Trust.

"UCC" means the Uniform Commercial Code as in effect in the State of New York from time to time.

“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) we have 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.

“Uncovered Q-REMIC Mortgage Loan” means each mortgage loan that was pooled in a pass-through certificate established between April 1, 2019 and June 30, 2019 as to which a REMIC election was made, but not included in the Reference Pool.

“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. Beneficial Owner” means a U.S. Person that beneficially owns a Note.

“USPAP” means the Uniform Standards of Professional Appraisal Practices.

“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 partnership (or other business entity treated as a corporation or partnership 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 Classes of Interest Only MACR 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 any Class of Interest Only MACR Notes, we have calculated the Weighted Average Life assuming that a reduction in the Notional Principal Amount of such Class is a reduction in the 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”*.

“X-IO Interest” means an uncertificated interest issued by the Trust.

“X-IO Interestholder” means the holder of the X-IO Interest.

“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.

We determined the population of the Reference Pool by selecting mortgage loans that meet the Eligibility Criteria and we securitized between April 1, 2019 and June 30, 2019 and were originated on or after January 1, 2015.

Selected Reference Obligation Data as of the Cut-off Date

	Range or Total	Average or Weighted Average
Number of Reference Obligations	94,628	—
Aggregate Original Principal Balance(1)	$24,684,168,000	—
Original Principal Balance(1)	$14,000 to $930,000	$260,855
Aggregate Principal Balance	$24,267,986,968	—
Principal Balance	$336 to $922,712	$256,457
Mortgage Rate	3.250% to 7.000%	4.485%
Remaining Term to Maturity (months)	269 to 356	354
Original Term to Maturity (months)	276 to 360	360
Loan Age (months)	4 to 57	6
Original LTV Ratio	81% to 97%	92%
Original CLTV Ratio	81% to 97%	92%
Original DTI Ratio(2)	2% to 50%	37%
Original Credit Score(3)	609 to 829	749
Latest Maturity Date	July 2049	

(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 original DTI ratios.
(3) Calculated based only on those Reference Obligations that had non-zero original Credit Scores for the mortgagors.

Top Five Geographic Concentration of Mortgaged Properties

California	9.89%
Texas	9.28%
Florida	6.54%
Illinois	4.26%
Georgia	3.64%
Maximum Three-Digit Zip Code Concentration	1.51%

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 E 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 Initial Cohort Pool represents mortgage loans that we securitized between April 1, 2019 and June 30, 2019 and were originated on or after January 1, 2015. The table below summarizes the original unpaid principal balance of the mortgage loans included in the Initial Cohort Pool and mortgage loans excluded due to the Eligibility Criteria.

Category	Aggregate Original Principal Balance ($ Billion)
All non-HARP loans securitized between April 1, 2019 and June 30, 2019 and were originated on or after January 1, 2015	98.7
Non-HARP loans with REMIC election, fixed and other filters	96.2
Non-HARP loans with REMIC election, fixed 241 to 360 months term and other filters	86.2
Non-HARP loans with REMIC election, fixed 241 to 360 months term, 80% < LTV <= 97% and other filters	33.3
Non-HARP loans with REMIC election, fixed 241 to 360 months term, 80% < LTV <= 97% and other additional filters	26.9

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 LTV Ratio (%)	Non-Zero Weighted Average Original DTI Ratio (%)
Initial Cohort Pool	101,960	26,903,910,000	263,867	749	92	37
less mortgage loans that were removed due to incomplete data reconciliation or corrected data (2)	18	2,162,000	120,111	686	96	37
less mortgage loans that were repurchased or removed by quality control process (3)	110	24,467,000	222,427	716	93	41
less mortgage loans that were paid in full	4,842	1,608,967,000	332,294	759	91	38
less mortgage loans that were removed due to having failed delinquency criteria or the borrower having filed for bankruptcy	2,362	584,146,000	247,310	731	93	38
Reference Pool	**94,628**	**24,684,168,000**	**260,855**	**749**	**92**	**37**

(1) The original UPB of each Reference Obligation is rounded to the nearest $1,000.
(2) Mortgage loans removed because (a) reconciliation with the related seller/servicers regarding certain data they provided has not yet been completed, (b) data corrections made the mortgage loans ineligible or (c) mortgage loan age was greater than or equal to twelve months and ELTV was less than 55%. Sixteen of the mortgage loans with an aggregate original principal balance of $1,633,000 were excluded due to the mortgage loans having a loan age of greater than or equal to twelve months and having an ELTV of less than 55%.
(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 November 30, 2019 for the mortgage loans that were excluded from the Reference Pool due to ever being reported 30 days or more delinquent since purchase by Freddie Mac.

Initial Cohort Pool Total Number of Mortgage Loans	**101,960**	
	Number of Mortgage Loans	**% of Initial Cohort Pool**
Total Delinquency/Bankruptcy Removals	2,362	2.317%
Mortgage Loans with Current Status	1,743	1.709%
Mortgage Loans with Delinquent Status	619	0.607%
30-59 days delinquent	466	0.457%
60-89 days delinquent	80	0.078%
90-119 days delinquent	31	0.030%
120-149 days delinquent	20	0.020%
150-179 days delinquent	15	0.015%
180 days or more delinquent	7	0.007%

Results of Freddie Mac Quality Control

The tables below summarize, out of the Initial Cohort Pool, the number of mortgage loans that were reviewed as part of the quality control reviews we conducted. Specifically, the tables provide, of the mortgage loans subject to our quality control review, the proportion of loans that were randomly selected, the proportion of loans that were chosen using a targeted selection process and the proportion of 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"*.

Of the Random Sample QC Selection, 1,742 mortgage loans (approximately 75.9% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Credit Review, 521 mortgage loans (approximately 22.7% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Compliance Review and 33 mortgage loans (approximately 1.4% 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 Removed from Reference Pool after Quality Control Review(2)**	**Percent of the Respective Sample(1)**
Initial Cohort Pool	101,960	100.0%	—	—
Random Sample QC Selection	2,296	2.3%	—	—
Random Sample QC Credit Review	1,742	1.7%	22	1.3%
Random Sample QC Compliance Review	521	0.5%	—	0.0%
Random Sample QC Dual Credit and Compliance Review	33	0.0%	1	3.0%
Targeted Sample QC Review	3,066	3.0%	83	2.7%
Total Mortgage Loans Subject to Freddie Mac QC	5,362	5.3%	—	—

	Number of Mortgage Loans	**Percent of the Initial Cohort Pool(1)**	**Number of Mortgage Loans Removed from Reference Pool after Quality Control Review(3)**	**Percent of the Mortgage Loans Referred to Servicing Remedy Management**
Servicing Remedy Management	10	0.01%	0	0.0%

(1) By loan count.
(2) Underwriting Defects.
(3) Major Servicing Defects and/or Minor Servicing Defects.

As further discussed below under *"— Third-Party Due Diligence Review"*, 392 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 proposed 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 period between April 1, 2019 and June 30, 2019 is approximately 1.7% to 2.8% as of November 30, 2019. Mortgage loans identified with 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 period between April 1, 2019 and June 30, 2019. 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. Moreover, as of December 3, 2019, 89 mortgage loans (approximately 0.09% of the Reference Pool by loan count) were identified by Freddie Mac as having Unconfirmed Underwriting Defects and will remain in the Reference Pool after the Closing Date for a final determination of whether such Unconfirmed Underwriting Defects will ultimately be reclassified as Underwriting Defects resulting in the removal of such mortgage loan from the Reference Pool after the Closing Date. 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 E 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 E. 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 1,742 mortgage loans subject to the Random Sample QC Credit Review, 22 mortgage loans (approximately 1.3% of such mortgage loans by loan count) were found to have one or more Underwriting Defects and subsequently were removed from the Reference Pool.

The following table describes the Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Random Sample QC Credit Review.

Exceptions	Number of Mortgage Loans	As a Percentage of the Selected Sample
Borrower personal funds in transaction do not meet minimum required - Documentation missing/insufficient	1	0.06%
Closing disclosure/HUD-I - Documentation missing/insufficient	1	0.06%
Collateral-Condominium project - Documentation not provided	2	0.11%
Excessive obligations - Other payments calculated incorrectly	1	0.06%
Ineligible property- Structural issues not addressed	1	0.06%
Ineligible property - Health and Safety issues not addressed	2	0.11%
Insufficient collateral report - Missing completion certificate	1	0.06%
Insufficient funds to close - Documentation missing/insufficient	2	0.11%
Insufficient income - Income calculated incorrectly	1	0.06%
Insufficient income - Income not stable/durable	3	0.17%
Loan Prospector requirements not met	2	0.11%
LTV exceeds maximum allowable	1	0.06%
Non-Loan Prospector AUS waiver requirements not met - Inaccurate data invalidates AUS decision	1	0.06%
Note requirement not met - Missing/insufficient	1	0.06%
Occupancy falsely represented	1	0.06%
Unable to calculate monthly obligations - Documentation missing/insufficient	1	0.06%
Total	**22**	**1.25%**

Random Sample QC Compliance Review

None of the 521 mortgage loans subject to the Random Sample QC Compliance Review were determined to be noncompliant due to Underwriting Defects.

Random Sample QC Dual Credit and Compliance Review

Of the 33 mortgage loans subject to the Random Sample QC Dual Credit and Compliance Review, one mortgage loan (approximately 3.0% of such mortgage loans by loan count) was determined to be noncompliant due to Underwriting Defects and was subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects related to the mortgage loan that was removed from the Reference Pool as a result of the Random Sample QC Dual Credit and Compliance Review.

Exceptions	Number of Mortgage Loans	As a Percentage of the Selected Sample
Ineligible property - Health and Safety issues not addressed	1	3.03%
Total	**1**	**3.03%**

Targeted Sample QC Review

Of the 3,066 mortgage loans subject to the Targeted Sample QC Review, 83 mortgage loans (approximately 2.6% of such mortgage loans by loan count) were determined to be noncompliant due to Underwriting Defects, and were subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Targeted Sample QC Review.

Exceptions	Number of Mortgage Loans	As a Percentage of the Selected Sample
Borrower personal funds in transaction do not meet minimum required - Documentation missing/insufficient	1	0.03%
Closing Disclosure/HUD-I - Documentation missing/insufficient	2	0.06%
Credit reputation requirements not met - Housing payment history not verified	1	0.03%
Credit reputation requirements not met - Number of credit references insufficient	1	0.03%
Credit score does not meet minimum required	1	0.03%
Documents to exclude debt - Missing/insufficient	3	0.09%
Excessive obligations - Other payments calculated incorrectly	1	0.03%
Excessive obligations - Undisclosed non-mortgage debt	3	0.09%
Guide eligibility requirements not met	2	0.06%
Ineligible for program/offering - Refinance not allowed	1	0.03%
Ineligible property - C5/C6 condition rating	9	0.28%
Ineligible property - Condotel	3	0.09%
Ineligible property - Structural issues not addressed	1	0.03%
Ineligible property - Health and Safety issues not addressed	2	0.06%
Insufficient collateral report - Missing completion certificate	5	0.16%
Insufficient collateral report - Missing/insufficient	1	0.03%
Insufficient funds to close - Documentation missing/insufficient	1	0.03%
Insufficient income - Documentation falsified	2	0.06%
Insufficient income - Income calculated incorrectly	7	0.22%
Insufficient income - Income not stable/durable	1	0.03%
Interested party contribution exceeds maximum allowed	2	0.06%
Loss of income source - Borrower not employed at closing	2	0.06%
Loan Prospector Caution ineligible	1	0.03%
Loan Prospector requirements not met	10	0.31%
LPA Caution Lender Justification not provided	2	0.06%
Manufactured housing property requirements not met - Unapproved structural modifications	1	0.03%
Mortgage insurance company rescinded primary mortgage insurance	1	0.03%
Mortgage insurance requirements not met - Missing certificate	1	0.03%
Non-Loan Prospector AUS waiver requirements not met - Inaccurate data invalidates AUS decision	3	0.09%
Non-Loan Prospector AUS waiver requirements not met - Ineligible AUS decision	1	0.03%
Original appraisal comparable sales provided not the most appropriate sales available	1	0.03%
Occupancy falsely represented	1	0.03%
Original appraisal does not support value - Issues/items affect value/ marketability	2	0.06%
Significant derogatory credit event recovery period not met	3	0.09%
TLTV exceeds maximum allowable	1	0.03%
Unable to calculate income - Documentation missing/insufficient	2	0.06%
Waiver eligibility requirements not met	1	0.03%
Total	**83**	**2.61%**

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-whole payments, indemnification payments and repurchases of the related mortgage loans. None of the ten mortgage loans referred to the Servicing Remedy Management team was determined to be noncompliant due to Minor Servicing Defects or Major Servicing Defects.

Summary of Our Quality Control Review

The following summarizes the results of the quality control review for the mortgage loans acquired by us or that we securitized, as applicable, during the specified periods.

Series	Random Freddie Mac Quality Control STACR Defect Rate (%)(1)(2)	Random Independent Quality Control Defect Rate (%)(3)
STACR 2014-HQ1 (2013-Q4)	2.1%	0.50%
STACR 2014-HQ2 (2013-Q1 through 2013-Q3)	1.5%(4)	0.33%
STACR 2014-HQ3 (2014-Q1)	1.8%	0.66%
STACR 2015-HQ1 (April 1, 2014 through July 31, 2014)	1.2%	0.00%
STACR 2015-HQ2 (2013-Q1 through 2013-Q3)	1.5%	0.33%
STACR 2015-HQA1 (August 1, 2014 through November 30, 2014)	1.1%	1.32%
STACR 2015-HQA2 (December 1, 2014 through March 31, 2015)	0.94%	1.32%
STACR 2016-HQA1 (2015-Q2)	0.84%	0.66%(5)
STACR 2016-HQA2 (2015-Q3)	0.59%	0.17%
STACR 2016-HQA3 (2015-Q4)	0.83%	0.66%
STACR 2016-HQA4 (2016-Q1)	0.64%	0.66%
STACR 2017-HQA1 (April 1, 2016 through July 31, 2016)	1.7%	1.2%
STACR 2017-HQA2 (August 1, 2016 through November 30, 2016)	1.5%	1.3%
STACR 2017-HQA3 (December 1, 2016 through March 31, 2017)	1.8%	1.5%
STACR 2018-HQA1 (April 1, 2017 through September 30, 2017)	1.3%	1.7%
STACR 2018-HQA2 (October 1, 2017 through March 31, 2018)	0.57%(6)	1.1%
STACR 2019-HQA1 (April 1, 2018 through June 30, 2018)	0.72%(6)	1.7%
STACR 2019-HQA2 (July 1, 2018 through September 30, 2018)	0.55%(6)	0.0%
STACR 2019-HQA3 (October 1, 2018 through December 31, 2018)	0.52%(6)	1.4%
STACR 2019-HQA4 (January 1, 2019 through March 31, 2019)	0.77%(6)	0.29%
STACR 2020-HQA1 (April 1, 2019 through June 30, 2019)	1.3%(6)	0.29%

Acquisition Period	Twelve Month Freddie Mac Estimated Defect Rate Range	Nine Month Freddie Mac Estimated Defect Rate Range
Q1-2013	1.0% - 1.4%(7)	1.4% - 1.9%(8)
Q2-2013	1.1% - 1.6%(9)	1.8% - 2.4%(7)
Q3-2013	1.4% - 1.9%(10)	1.6% - 2.1%(9)
Q4-2013	1.7% - 2.3%(11)	2.5% - 3.2%(10)
Q1-2014	1.1% - 1.6%(12)	1.3% - 1.9%(11)
Q2-2014	0.9% - 1.3%(13)	1.1% - 1.6%(12)
Q3-2014	0.8% - 1.2%(14)	1.2% - 1.6%(13)
Q4-2014	0.8% - 1.2%(15)	1.0% - 1.5%(14)
Q1-2015	0.6% - 0.9%(16)	0.7% - 1.1%(15)
Q2-2015	0.6% - 0.9%(17)	0.7% - 1.1%(16)
Q3-2015	0.6% - 1.0%(18)	0.7% - 1.1%(17)
Q4-2015	0.6% - 0.9%(19)	0.8% - 1.1%(18)
Q1-2016	0.5% - 0.9%(20)	0.6% - 1.0%(19)
Q2-2016	0.7% - 1.2%(21)	1.0% - 1.5%(20)
Q3-2016	0.5% - 0.9%(22)	0.7% - 1.2%(21)
Q4-2016	0.5% - 0.9%(23)	0.7% - 1.1%(22)
Q1-2017	0.6% - 1.3%(24)	0.7% - 1.3%(23)
Q2-2017	1.0% - 1.7%(25)	1.1% - 1.8%(24)
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	1.0% - 1.7%(30)	1.1% - 1.9%(29)
Q4-2018	1.1% - 1.9%(31)	1.1% - 1.9%(30)
Q1-2019	1.4% - 2.2%(32)	1.3% - 2.2%(31)
Q2-2019	(33)	1.5% - 2.3%(32)

(1) Unweighted defect rate based on Random Sample QC Credit Review and Random Sample QC Dual Credit and Compliance Review shown inclusive of Unconfirmed Underwriting Defects and Unconfirmed Servicing Defects unless otherwise indicated.
(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.
(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) Quality control results as of July 1, 2019.
(31) Quality control results as of October 1, 2019.
(32) Quality control results as of January 1, 2020.
(33) Not available as of January 1, 2020.

Third-Party Due Diligence Review

General

In connection with the issuance of the Notes, we engaged a third-party diligence provider to conduct a review of certain aspects of the mortgage loans in the proposed Reference Pool.

The Third-Party Diligence Provider was limited to randomly selecting the Diligence Sample from the Available Sample. The Available Sample consists of (i) mortgage loans that were previously selected for review by us as part of its 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 392 mortgage loans from the Available Sample, representing approximately 17.0% of the Available Sample (by loan count) and approximately 0.41% of the entire 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	2,308
Credit Review Sample	317
Compliance Review Sample	42
Dual Review Sample	33
Diligence Sample (total)	392

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 one mortgage loan within that sample (approximately 0.3% 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. The one mortgage loan had been previously determined to have an Underwriting Defect through our quality control process and was subsequently removed from the Reference Pool.

The table below describes the most significant exception found by the Third-Party Diligence Provider on the one mortgage loan:

Exceptions	Number of Mortgage Loans	As a Percentage of the Selected Sample
Collateral Eligibility	1	0.29%
Total	**1**	**0.29%**

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. 45 mortgage loans (which represent approximately 12.9% 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 18 mortgage loans (which represent approximately 5.1% 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 appraisal risk reviews for 63 mortgage loans and compared the appraisal risk reviews to the original appraised values for such mortgage loans, including the 45 mortgage loans where the AVM results reflected a negative variance of over 10% from the original appraised value and the 18 mortgage loans for which an AVM was not obtained due to the lack of available data in the property location area. An appraisal risk 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. No mortgage loans had a negative variance of over 10% from the original appraised value. Therefore, no mortgage loans were subsequently removed from the Reference Pool as the result of the property valuation review process.

Investors should expect that to the extent valuation variances as described in this section are identified in the future with respect to any other Reference Obligations, they will not be treated as 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 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. That data tape, including any adjustments we made, 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 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 data tape; an additional two 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.

Other than the mortgage loans described above that were previously removed through the quality control process, we have determined that none of the data discrepancies result in an Underwriting Defect or a violation of the Eligibility Criteria. Further, you should note that we did not update the mortgage loan data tape to reflect these discrepancies (except that the mortgage loans previously removed are not reflected on the mortgage loan data tape). 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 three 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	8	2.3%	N/A	N/A
Mortgage Insurance Percentage	4	1.1%	27%	23%
Credit Score	3	0.86%	747	730

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, 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 is not responsible for any decision to include any mortgage loans in the Reference Pool.

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

For purposes of the collateral stratification tables below, the principal balance of all mortgage loans with loan ages less than or equal to six months have been rounded to the nearest $1,000. Accordingly, aggregate balances and weighted averages based on such rounded balances reflected in the collateral stratification tables included in this Memorandum may differ from aggregate balances and weighted averages computed using unrounded principal balances reported elsewhere in this Memorandum.

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Fixed Rate	94,628	24,268,055,672.38	100.00	256,457.45	4.485	749	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
0.01 to 25,000.00	5	97,759.16	0.00	19,551.83	5.179	702	94	94
25,000.01 to 50,000.00	357	15,024,178.14	0.06	42,084.53	5.012	724	93	93
50,000.01 to 75,000.00	1,634	104,958,547.07	0.43	64,234.12	4.893	730	93	93
75,000.01 to 100,000.00	2,923	254,822,187.94	1.05	87,178.31	4.761	733	93	93
100,000.01 to 125,000.00	4,635	521,251,032.81	2.15	112,459.77	4.690	738	93	93
125,000.01 to 150,000.00	7,090	967,939,327.56	3.99	136,521.77	4.656	741	93	93
150,000.01 to 200,000.00	16,856	2,933,761,911.66	12.09	174,048.52	4.571	744	93	93
200,000.01 to 250,000.00	16,298	3,610,039,004.65	14.88	221,501.96	4.507	748	93	93
250,000.01 to 300,000.00	13,675	3,690,121,422.63	15.21	269,844.35	4.473	750	92	92
300,000.01 to 350,000.00	10,474	3,336,822,884.27	13.75	318,581.52	4.444	751	92	92
350,000.01 to 400,000.00	8,164	2,992,005,289.23	12.33	366,487.66	4.421	751	92	92
400,000.01 to 450,000.00	5,657	2,350,776,203.38	9.69	415,551.74	4.417	751	92	92
450,000.01 to 500,000.00	4,179	1,937,100,911.10	7.98	463,532.16	4.418	751	91	91
500,000.01 to 550,000.00	968	501,118,267.31	2.06	517,684.16	4.450	756	92	92
550,000.01 to 600,000.00	714	402,755,374.88	1.66	564,083.16	4.452	757	92	92
600,000.01 to 650,000.00	467	285,823,284.53	1.18	612,041.29	4.432	755	92	92
650,000.01 to 700,000.00	346	229,921,576.58	0.95	664,513.23	4.411	757	92	92
700,000.01 to 750,000.00	172	122,134,206.23	0.50	710,082.59	4.442	753	91	91
750,000.01 to 800,000.00	4	3,060,481.59	0.01	765,120.40	4.750	747	91	91
800,000.01 to 850,000.00	4	3,239,659.70	0.01	809,914.93	5.059	739	88	88
850,000.01 to 900,000.00	4	3,464,755.72	0.01	866,188.93	4.779	759	86	86
900,000.01 and greater	2	1,817,406.24	0.01	908,703.12	4.313	772	87	87
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

The average principal balance of the Reference Obligations at origination was approximately $260,854.80.

* 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
0.01 to 25,000.00	52	821,359.62	0.00	15,795.38	4.646	778	93	93
25,000.01 to 50,000.00	437	18,220,918.22	0.08	41,695.47	4.943	732	93	93
50,000.01 to 75,000.00	1,814	117,828,567.00	0.49	64,955.11	4.866	732	93	93
75,000.01 to 100,000.00	3,032	267,563,837.98	1.10	88,246.65	4.750	735	93	93
100,000.01 to 125,000.00	5,002	569,563,465.29	2.35	113,867.15	4.682	739	93	93
125,000.01 to 150,000.00	7,077	978,296,137.27	4.03	138,236.00	4.651	741	93	93
150,000.01 to 200,000.00	17,002	2,988,974,098.67	12.32	175,801.32	4.567	745	93	93
200,000.01 to 250,000.00	16,801	3,774,396,939.37	15.55	224,653.11	4.503	748	93	93
250,000.01 to 300,000.00	13,379	3,670,501,918.57	15.12	274,348.00	4.471	750	92	92
300,000.01 to 350,000.00	10,437	3,382,771,943.06	13.94	324,113.44	4.440	751	92	92
350,000.01 to 400,000.00	7,860	2,937,508,754.90	12.10	373,728.85	4.421	751	92	92
400,000.01 to 450,000.00	5,452	2,310,606,627.75	9.52	423,808.99	4.421	751	92	92
450,000.01 to 500,000.00	3,732	1,757,978,005.04	7.24	471,055.20	4.424	750	91	91
500,000.01 to 550,000.00	956	501,461,960.59	2.07	524,541.80	4.452	755	92	92
550,000.01 to 600,000.00	671	384,118,137.00	1.58	572,456.24	4.445	757	92	92
600,000.01 to 650,000.00	450	280,359,210.18	1.16	623,020.47	4.438	755	92	92
650,000.01 to 700,000.00	317	213,319,855.56	0.88	672,933.30	4.414	754	91	91
700,000.01 to 750,000.00	144	102,926,031.26	0.42	714,764.11	4.417	756	91	91
750,000.01 to 800,000.00	4	3,089,556.76	0.01	772,389.19	4.905	754	91	91
800,000.01 to 850,000.00	3	2,466,186.33	0.01	822,062.11	4.999	724	88	88
850,000.01 to 900,000.00	5	4,359,161.96	0.02	871,832.39	4.671	765	87	87
900,000.01 and greater	1	923,000.00	0.00	923,000.00	4.375	755	85	85
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

The average principal balance of the Reference Obligations as of the Cut-off Date is approximately $256,457.45.

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
3.250 to 3.374	2	394,000.00	0.00	197,000.00	3.250	727	89	89
3.375 to 3.499	2	634,744.77	0.00	317,372.39	3.375	774	95	95
3.500 to 3.624	25	7,784,704.64	0.03	311,388.19	3.500	756	92	92
3.625 to 3.749	78	26,549,343.49	0.11	340,376.20	3.635	764	93	93
3.750 to 3.874	540	170,253,951.10	0.70	315,285.09	3.757	763	91	91
3.875 to 3.999	3,457	1,090,850,500.06	4.50	315,548.31	3.918	765	91	91
4.000 to 4.124	4,697	1,435,848,296.71	5.92	305,694.76	4.007	763	92	92
4.125 to 4.249	5,287	1,537,429,490.48	6.34	290,794.30	4.130	762	92	92
4.250 to 4.374	11,267	3,146,948,835.33	12.97	279,306.72	4.252	760	92	92
4.375 to 4.499	18,726	4,989,627,084.80	20.56	266,454.51	4.385	757	92	92
4.500 to 4.624	15,207	3,891,803,647.10	16.04	255,921.85	4.504	751	93	93
4.625 to 4.749	7,917	1,903,765,349.47	7.84	240,465.50	4.627	743	93	93
4.750 to 4.874	8,795	2,025,138,931.95	8.34	230,260.25	4.751	740	93	93
4.875 to 4.999	10,397	2,333,903,496.29	9.62	224,478.55	4.895	730	93	93
5.000 to 5.124	1,874	402,138,153.51	1.66	214,588.13	5.001	722	93	93
5.125 to 5.249	1,426	295,385,021.54	1.22	207,142.37	5.128	714	92	92
5.250 to 5.374	1,602	332,225,708.29	1.37	207,381.84	5.250	713	93	93
5.375 to 5.499	1,188	257,258,112.27	1.06	216,547.23	5.379	700	92	92
5.500 to 5.624	787	166,029,530.92	0.68	210,965.10	5.503	695	92	92
5.625 to 5.749	330	67,266,060.94	0.28	203,836.55	5.628	683	92	92
5.750 to 5.874	347	70,341,326.18	0.29	202,712.76	5.753	694	91	91
5.875 to 5.999	352	63,864,187.74	0.26	181,432.35	5.887	693	91	91
6.000 to 6.124	121	18,345,570.02	0.08	151,616.28	6.001	709	91	91
6.125 to 6.249	58	12,394,253.61	0.05	213,694.03	6.130	701	91	91
6.250 to 6.374	58	10,611,138.75	0.04	182,950.67	6.250	700	94	94
6.375 to 6.499	47	6,377,023.63	0.03	135,681.35	6.375	708	91	91
6.500 to 6.624	22	2,913,718.64	0.01	132,441.76	6.500	707	90	90
6.625 to 6.749	12	1,305,307.94	0.01	108,775.66	6.625	726	89	89
6.750 to 6.874	5	415,530.38	0.00	83,106.08	6.750	686	94	94
6.875 to 6.999	1	190,216.90	0.00	190,216.90	6.875	696	90	97
7.000 to 7.124	1	62,434.93	0.00	62,434.93	7.000	653	90	97
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

The weighted average mortgage rate of the Reference Obligations as of the Cut-off Date is approximately 4.485%.

* 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
4	2,370	656,247,000.00	2.70	276,897.47	4.348	749	93	93
5	22,842	6,075,827,000.00	25.04	265,993.65	4.367	750	92	92
6	29,805	7,744,567,000.00	31.91	259,841.20	4.406	750	92	92
7	25,500	6,309,849,381.20	26.00	247,445.07	4.589	748	92	92
8	11,258	2,801,583,844.27	11.54	248,852.71	4.662	747	93	93
9	1,633	408,508,702.32	1.68	250,158.42	4.772	744	93	93
10	587	137,072,661.42	0.56	233,513.90	5.100	737	93	93
11 to 15	487	109,302,048.11	0.45	224,439.52	5.072	737	93	93
16 to 20	8	2,017,664.48	0.01	252,208.06	4.627	738	92	92
21 to 25	7	1,927,398.37	0.01	275,342.62	4.241	724	87	87
26 to 30	15	3,706,970.52	0.02	247,131.37	4.501	741	92	92
31 to 35	19	4,087,994.72	0.02	215,157.62	4.535	731	93	93
36 to 40	19	2,720,043.95	0.01	143,160.21	4.319	691	94	94
41 to 45	16	2,232,340.00	0.01	139,521.25	4.614	702	96	96
46 to 50	21	3,206,741.73	0.01	152,701.99	4.433	694	95	95
51 to 55	28	3,914,849.80	0.02	139,816.06	4.363	683	94	94
56 to 60	13	1,284,031.49	0.01	98,771.65	4.674	680	97	97
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

The weighted average loan age of the Reference Obligations as of the Cut-off Date is approximately 6 months.

LTV Ratio of the Reference Obligations at Origination

Range of Original LTV 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
81 to 85	11,241	2,958,392,359.83	12.19	263,178.75	4.503	752	84	84
86 to 90	22,614	6,178,712,873.40	25.46	273,225.12	4.443	751	90	90
91 to 95	45,985	12,247,250,671.21	50.47	266,331.43	4.485	749	95	95
96 to 97	14,788	2,883,699,767.94	11.88	195,002.69	4.558	743	97	97
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

The weighted average LTV ratio of the Reference Obligations at origination was approximately 92%.

CLTV Ratio of the Reference Obligations at Origination

Range of Original CLTV 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
81 to 85	11,192	2,946,110,772.16	12.14	263,233.63	4.502	752	84	84
86 to 90	22,581	6,173,399,468.01	25.44	273,389.11	4.443	751	90	90
91 to 95	46,025	12,257,127,669.72	50.51	266,314.56	4.485	749	95	95
96 to 97	14,830	2,891,417,762.49	11.91	194,970.85	4.558	743	97	97
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

The weighted average CLTV ratio of the Reference Obligations at origination was approximately 92%.

* Amounts may not add up to the totals shown due to rounding.

ELTV Ratio of the Reference Obligations

Range of ELTV 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Not Available	5,025	1,125,470,332.48	4.64	223,974.20	4.553	749	92	92
1 to 5	15	122,545.64	0.00	8,169.71	4.628	779	91	91
6 to 10	24	619,235.98	0.00	25,801.50	4.532	784	93	93
11 to 15	44	1,778,501.36	0.01	40,420.49	4.514	777	92	92
16 to 20	37	2,044,199.04	0.01	55,248.62	4.457	779	92	92
21 to 25	59	4,834,788.34	0.02	81,945.57	4.503	783	91	91
26 to 30	62	5,594,517.87	0.02	90,234.16	4.510	774	93	93
31 to 35	59	5,995,718.24	0.02	101,622.34	4.477	772	92	92
36 to 40	64	6,904,243.86	0.03	107,878.81	4.522	771	93	93
41 to 45	109	12,859,856.45	0.05	117,980.33	4.559	766	93	93
46 to 50	150	19,077,098.67	0.08	127,180.66	4.486	767	93	93
51 to 55	148	19,786,964.21	0.08	133,695.70	4.590	758	93	93
56 to 60	170	25,131,639.31	0.10	147,833.17	4.491	755	93	93
61 to 65	223	40,487,797.81	0.17	181,559.63	4.505	760	92	92
66 to 70	293	55,627,528.97	0.23	189,855.05	4.505	753	92	92
71 to 75	568	119,478,866.54	0.49	210,350.12	4.510	755	90	90
76 to 80	3,317	789,222,534.68	3.25	237,932.63	4.521	752	86	86
81 to 85	11,602	3,034,493,919.12	12.50	261,549.21	4.487	751	87	87
86 to 90	23,672	6,333,544,880.93	26.10	267,554.28	4.460	750	91	91
91 to 95	32,162	8,601,200,979.72	35.44	267,433.65	4.470	748	94	94
96 to 100	14,621	3,571,023,692.18	14.71	244,239.36	4.525	746	95	95
101 to 105	1,695	372,900,111.20	1.54	220,000.07	4.540	745	96	96
106 to 110	265	58,972,562.93	0.24	222,537.97	4.541	747	95	95
111 to 115	83	18,421,389.53	0.08	221,944.45	4.579	743	95	95
116 to 120	35	9,072,844.12	0.04	259,224.12	4.505	744	94	94
121 to 125	21	5,151,541.23	0.02	245,311.49	4.576	746	94	94
126 to 130	18	4,990,533.45	0.02	277,251.86	4.541	735	93	93
131 to 135	13	4,185,840.81	0.02	321,987.75	4.520	743	91	91
136 to 140	13	2,874,669.98	0.01	221,128.46	4.422	760	95	95
141 to 145	8	2,880,694.86	0.01	360,086.86	4.521	740	94	94
146 to 150	13	3,046,597.24	0.01	234,353.63	4.797	754	94	94
151 to 155	2	188,173.42	0.00	94,086.71	4.994	777	87	87
156 to 160	6	1,105,310.73	0.00	184,218.46	4.403	752	95	95
161 to 165	6	1,492,624.85	0.01	248,770.81	4.302	764	90	90
166 to 170	7	1,288,838.83	0.01	184,119.83	4.681	755	90	90
171 to 175	4	1,587,581.68	0.01	396,895.42	4.909	716	92	92
176 to 180	1	206,017.15	0.00	206,017.15	5.375	779	93	93
181 to 185	1	349,000.00	0.00	349,000.00	4.500	741	95	95
186 to 190	4	1,087,834.10	0.00	271,958.53	4.627	765	94	94
201 and greater	9	2,953,664.87	0.01	328,184.99	4.361	761	91	91
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

The non-zero weighted average ELTV ratio of the Reference Obligations for which an ELTV was available as of the Cut-off Date is approximately 90%.

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Not Available	69	17,135,621.76	0.07	248,342.34	4.217	N/A	90	90
600 to 619	1	100,959.27	0.00	100,959.27	4.875	609	97	97
620 to 639	545	121,314,387.62	0.50	222,595.21	5.214	630	92	92
640 to 659	1,533	346,728,456.29	1.43	226,176.42	5.129	650	92	92
660 to 679	2,962	642,999,503.02	2.65	217,082.88	4.964	670	92	92
680 to 699	7,735	1,827,787,955.56	7.53	236,300.96	4.673	690	93	93
700 to 719	11,080	2,691,570,360.09	11.09	242,921.51	4.595	709	93	93
720 to 739	13,687	3,438,046,574.42	14.17	251,190.66	4.488	730	93	93
740 to 759	16,682	4,358,233,268.49	17.96	261,253.64	4.433	750	92	92
760 to 779	17,325	4,681,322,340.07	19.29	270,206.20	4.396	769	92	92
780 to 799	15,512	4,208,387,885.65	17.34	271,298.86	4.384	789	92	92
800 to 819	7,410	1,914,105,885.91	7.89	258,313.88	4.383	806	92	92
820 to 839	87	20,322,474.23	0.08	233,591.66	4.399	821	91	91
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

The non-zero weighted average Credit Score of the mortgagors of the Reference Obligations at origination was approximately 749.

* Amounts may not add up to the totals shown due to rounding.

DTI Ratio of the Mortgagors of the Reference Obligations at Origination

Range of Original DTI 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
1 to 20	3,524	791,306,415.86	3.26	224,547.79	4.414	762	91	91
21 to 25	6,964	1,658,582,222.62	6.83	238,165.17	4.409	760	92	92
26 to 30	11,768	2,893,355,234.44	11.92	245,866.35	4.432	755	92	92
31 to 35	16,277	4,102,706,455.83	16.91	252,055.44	4.469	751	92	92
36 to 40	20,201	5,212,765,324.57	21.48	258,044.91	4.493	746	93	93
41 to 45	24,569	6,472,889,561.41	26.67	263,457.59	4.535	741	93	93
46 to 50	11,325	3,136,450,457.65	12.92	276,949.27	4.496	753	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

The non-zero weighted average DTI ratio of the mortgagors of the Reference Obligations at origination was approximately 37%.

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Primary Residence	92,483	23,847,648,437.09	98.27	257,859.81	4.480	749	92	92
Second Home	1,592	340,889,161.31	1.40	214,126.36	4.580	755	89	89
Investment Property	553	79,518,073.98	0.33	143,793.99	5.662	759	85	85
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Purchase	85,826	21,747,130,565.47	89.61	253,386.28	4.490	749	93	93
No Cash-out Refinance	7,156	2,142,809,575.69	8.83	299,442.37	4.395	749	89	89
Cash-out Refinance	1,646	378,115,531.22	1.56	229,717.82	4.728	766	85	85
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Single Family	57,041	13,996,911,235.47	57.68	245,383.34	4.493	748	92	92
Planned Unit Development	28,451	8,230,689,760.27	33.92	289,293.51	4.453	750	92	92
Condominium	8,616	1,959,084,179.84	8.07	227,377.46	4.552	752	92	92
Manufactured Housing	426	61,077,682.71	0.25	143,374.84	4.842	741	92	92
Co-operative	94	20,292,814.09	0.08	215,881.00	4.609	741	90	90
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

* 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
California	6,172	2,400,444,084.75	9.89	388,924.84	4.491	749	92	92
Texas	8,844	2,251,293,418.27	9.28	254,556.02	4.483	748	93	93
Florida	6,360	1,586,756,482.53	6.54	249,490.01	4.557	746	93	93
Illinois	4,571	1,032,998,966.95	4.26	225,989.71	4.476	748	92	93
Georgia	3,625	884,419,644.94	3.64	243,977.83	4.462	750	92	92
Virginia	2,722	851,263,463.90	3.51	312,734.56	4.402	757	92	92
Washington	2,381	839,993,581.57	3.46	352,790.25	4.479	749	92	92
Colorado	2,495	839,101,461.75	3.46	336,313.21	4.460	754	92	92
North Carolina	3,416	821,745,837.94	3.39	240,557.92	4.427	752	92	92
Ohio	4,228	760,323,801.34	3.13	179,830.61	4.499	747	93	93
Arizona	2,896	755,926,127.94	3.11	261,024.22	4.561	746	92	92
Michigan	3,809	740,551,921.14	3.05	194,421.61	4.540	745	92	92
New York	2,682	730,383,710.60	3.01	272,328.01	4.554	745	92	92
Pennsylvania	3,012	683,472,146.99	2.82	226,916.38	4.449	752	92	92
New Jersey	2,117	627,379,856.12	2.59	296,353.26	4.437	750	92	92
Utah	1,946	592,110,062.62	2.44	304,270.33	4.383	751	92	92
Massachusetts	1,771	592,083,834.41	2.44	334,321.76	4.436	749	92	92
Maryland	1,934	588,325,276.09	2.42	304,201.28	4.460	753	93	93
Minnesota	2,339	571,644,665.74	2.36	244,397.04	4.431	750	93	93
Indiana	2,910	523,428,715.80	2.16	179,872.41	4.559	743	93	93
Tennessee	2,047	490,120,242.63	2.02	239,433.44	4.482	751	92	92
Oregon	1,460	455,391,373.01	1.88	311,911.90	4.468	753	92	92
Missouri	2,251	430,674,296.95	1.77	191,325.76	4.500	750	93	93
South Carolina	1,823	405,337,812.31	1.67	222,346.58	4.506	749	93	93
Wisconsin	1,832	379,249,169.33	1.56	207,013.74	4.471	748	92	92
Nevada	1,067	308,107,902.54	1.27	288,760.92	4.629	742	92	92
Alabama	1,317	281,663,716.76	1.16	213,867.67	4.501	751	93	93
Oklahoma	1,277	257,629,706.53	1.06	201,746.05	4.526	749	93	93
Connecticut	984	249,928,722.79	1.03	253,992.60	4.457	748	93	93
Louisiana	1,091	241,265,284.58	0.99	221,141.42	4.573	744	93	93
Kentucky	1,221	235,974,845.46	0.97	193,263.59	4.499	747	93	93
Kansas	941	184,077,106.24	0.76	195,618.60	4.472	748	93	93
Arkansas	887	178,916,605.48	0.74	201,709.81	4.429	751	93	93
Idaho	739	177,355,404.85	0.73	239,993.78	4.514	746	93	93
Iowa	799	149,482,792.08	0.62	187,087.35	4.350	749	92	92
New Hampshire	489	125,830,760.53	0.52	257,322.62	4.507	744	93	93
District of Columbia	265	108,042,706.82	0.45	407,708.33	4.414	764	91	91
New Mexico	480	106,372,616.32	0.44	221,609.62	4.560	748	93	93
Maine	391	88,328,391.36	0.36	225,903.81	4.519	748	92	92
Nebraska	389	79,036,564.60	0.33	203,178.83	4.423	746	92	92
Mississippi	379	78,733,650.02	0.32	207,740.50	4.502	748	92	92
Hawaii	182	77,235,625.85	0.32	424,371.57	4.504	750	92	92
Delaware	297	75,666,505.68	0.31	254,769.38	4.540	754	92	92
Rhode Island	277	71,986,544.70	0.30	259,879.22	4.487	750	92	92
Montana	249	65,162,444.58	0.27	261,696.56	4.478	751	92	92
Alaska	214	63,788,827.44	0.26	298,078.63	4.411	750	93	93
West Virginia	300	53,178,895.05	0.22	177,262.98	4.561	746	92	92
North Dakota	211	50,405,537.53	0.21	238,888.80	4.332	744	93	93
Wyoming	166	41,575,639.22	0.17	250,455.66	4.422	751	92	92
South Dakota	163	37,326,602.87	0.15	228,997.56	4.317	754	92	92
Vermont	130	31,544,721.64	0.13	242,651.70	4.416	753	93	93
Puerto Rico	53	8,549,635.48	0.04	161,313.88	4.674	742	93	93
Guam	27	6,467,959.76	0.03	239,554.07	4.419	730	96	96
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Washington-Arlington-Alexandria, DC-VA-MD-WV	1,958	730,781,275.34	3.01	373,228.43	4.376	757	92	92
Chicago-Naperville-Evanston, IL	2,902	727,461,503.12	3.00	250,675.91	4.469	750	92	92
Atlanta-Sandy Springs-Alpharetta, GA	2,614	679,730,661.96	2.80	260,034.68	4.451	749	92	92
Phoenix-Mesa-Chandler, AZ	2,281	621,699,667.31	2.56	272,555.75	4.546	745	92	92
Houston-The Woodlands-Sugar Land, TX	2,325	591,646,083.95	2.44	254,471.43	4.467	747	93	93
Dallas-Plano-Irving, TX	2,041	587,172,830.83	2.42	287,688.80	4.435	750	93	93
Denver-Aurora-Lakewood, CO	1,438	519,029,943.37	2.14	360,938.76	4.442	756	92	92
Minneapolis-St. Paul-Bloomington, MN-WI	1,811	475,321,024.34	1.96	262,463.29	4.430	751	93	93
Los Angeles-Long Beach-Glendale, CA	1,018	470,918,456.09	1.94	462,591.80	4.501	752	92	92
Seattle-Bellevue-Kent, WA	966	418,223,430.96	1.72	432,943.51	4.432	752	92	92
Other	75,274	18,446,070,795.11	76.01	245,052.35	4.495	748	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

* Amounts may not add up to the totals shown due to rounding.

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
750xx	1,217	366,058,515.06	1.51	300,787.60	4.387	751	92	92
840xx	1,115	355,179,147.91	1.46	318,546.32	4.350	752	92	92
300xx	1,104	299,362,684.45	1.23	271,161.85	4.409	750	92	92
852xx	841	247,606,462.02	1.02	294,419.10	4.518	747	92	92
201xx	622	245,330,236.60	1.01	394,421.60	4.328	755	92	92
606xx	801	226,769,223.91	0.93	283,107.65	4.458	753	92	92
980xx	482	210,184,163.42	0.87	436,066.73	4.431	749	92	92
600xx	770	188,138,486.15	0.78	244,335.70	4.443	748	92	92
786xx	665	185,868,578.97	0.77	279,501.62	4.419	749	93	93
770xx	721	183,297,664.01	0.76	254,227.00	4.453	749	93	93
Other	86,290	21,760,260,509.88	89.67	252,175.92	4.493	749	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
260 to 279	4	1,246,357.93	0.01	311,589.48	4.408	768	85	85
280 to 299	5	1,125,859.22	0.00	225,171.84	4.602	764	91	91
300 to 319	198	48,475,306.03	0.20	244,824.78	4.488	752	88	88
320 to 339	49	13,106,705.14	0.05	267,483.78	4.488	745	89	89
340 to 359	71	22,660,136.58	0.09	319,156.85	4.350	760	90	90
360	94,301	24,181,441,307.48	99.64	256,428.26	4.485	749	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

The weighted average original term to maturity of the Reference Obligations is approximately 360 months.

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
260 to 279	4	1,246,357.93	0.01	311,589.48	4.408	768	85	85
280 to 299	195	47,558,624.59	0.20	243,890.38	4.495	752	89	89
300 to 319	112	18,935,964.25	0.08	169,071.11	4.494	720	92	92
320 to 339	83	19,293,652.13	0.08	232,453.64	4.428	731	92	92
340 to 359	94,234	24,181,021,073.48	99.64	256,606.12	4.485	749	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

The weighted average remaining term to maturity of the Reference Obligations as of the Cut-off Date is approximately 354 months.

* Amounts may not add up to the totals shown due to rounding.

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
United Shore Financial Services, LLC	10,340	3,080,171,176.51	12.69	297,888.90	4.453	747	92	92
JPMorgan Chase Bank, N.A.	9,344	2,414,657,744.50	9.95	258,417.99	4.429	751	92	92
Wells Fargo Bank, N.A.	8,887	2,289,770,280.16	9.44	257,653.91	4.459	749	92	92
Quicken Loans Inc	7,192	1,818,169,024.24	7.49	252,804.37	4.478	752	91	91
AmeriHome Mortgage Company, LLC	6,695	1,643,145,625.43	6.77	245,428.77	4.611	756	94	94
Caliber Home Loans, Inc	3,907	1,093,108,752.04	4.50	279,782.12	4.485	747	92	92
Suntrust Bank	2,282	679,792,817.12	2.80	297,893.43	4.352	754	92	92
U.S. Bank N.A.	2,649	664,968,265.98	2.74	251,026.15	4.526	743	93	93
Citizens Bank, N.A.	2,200	555,569,749.48	2.29	252,531.70	4.313	755	92	92
Bank of America, N.A.	1,492	464,994,611.27	1.92	311,658.59	4.121	756	94	94
Other	39,640	9,563,707,625.65	39.41	241,264.07	4.530	747	93	93
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
JPMorgan Chase Bank, N.A.	9,509	2,448,111,051.20	10.09	257,452.00	4.431	750	92	92
Wells Fargo Bank, N.A.	8,887	2,289,770,280.16	9.44	257,653.91	4.459	749	92	92
United Shore Financial Services, LLC	6,116	1,820,734,941.76	7.50	297,700.28	4.518	742	92	92
Quicken Loans Inc	7,033	1,769,003,871.49	7.29	251,529.06	4.481	752	91	91
AmeriHome Mortgage Company, LLC	6,695	1,643,145,625.43	6.77	245,428.77	4.611	756	94	94
Caliber Home Loans, Inc	3,898	1,090,127,752.04	4.49	279,663.35	4.486	747	92	92
New Residential Mortgage LLC	3,862	1,085,325,481.32	4.47	281,026.79	4.578	746	93	93
U.S. Bank N.A.	3,038	792,779,624.87	3.27	260,954.45	4.512	745	92	93
Suntrust Bank	2,282	679,792,817.12	2.80	297,893.43	4.352	754	92	92
Citizens Bank, N.A.	2,200	555,569,749.48	2.29	252,531.70	4.313	755	92	92
Other	41,108	10,093,694,477.51	41.59	245,540.88	4.485	748	93	93
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Retail	46,110	11,224,333,425.29	46.25	243,425.14	4.488	748	92	92
Correspondent	35,100	9,041,299,158.96	37.26	257,586.87	4.512	750	92	93
Broker	13,418	4,002,423,088.13	16.49	298,287.61	4.417	749	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

* Amounts may not add up to the totals shown due to rounding.

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
March 2015	4	451,184.63	0.00	112,796.16	4.974	637	97	97
April 2015	9	832,846.86	0.00	92,538.54	4.511	704	97	97
May 2015	5	602,923.09	0.00	120,584.62	4.689	693	97	97
June 2015	3	506,306.98	0.00	168,768.99	4.450	656	95	95
July 2015	8	1,425,224.46	0.01	178,153.06	4.059	693	94	94
August 2015	6	764,698.56	0.00	127,449.76	4.252	698	92	92
September 2015	6	615,696.71	0.00	102,616.12	4.813	678	95	95
October 2015	3	438,763.74	0.00	146,254.58	4.248	749	90	90
November 2015	5	954,768.20	0.00	190,953.64	4.308	677	95	95
December 2015	5	669,367.71	0.00	133,873.54	4.844	689	97	97
January 2016	3	462,057.20	0.00	154,019.07	4.193	671	96	96
February 2016	5	681,784.88	0.00	136,356.98	4.487	718	94	94
March 2016	6	996,967.11	0.00	166,161.19	4.658	713	96	96
April 2016	2	229,473.60	0.00	114,736.80	4.830	784	97	97
May 2016	6	672,578.11	0.00	112,096.35	4.569	674	96	96
June 2016	1	175,426.94	0.00	175,426.94	4.125	664	97	97
July 2016	1	157,894.24	0.00	157,894.24	4.750	650	97	97
August 2016	4	742,629.28	0.00	185,657.32	4.486	699	94	94
September 2016	3	372,530.81	0.00	124,176.94	4.617	704	96	96
October 2016	5	716,929.64	0.00	143,385.93	4.172	689	95	95
November 2016	6	805,169.38	0.00	134,194.90	4.153	686	93	93
December 2016	1	82,784.84	0.00	82,784.84	4.375	630	97	97
January 2017	4	718,522.88	0.00	179,630.72	4.162	739	93	93
February 2017	3	577,418.77	0.00	192,472.92	4.926	697	94	94
March 2017	3	511,156.66	0.00	170,385.55	4.830	676	97	97
April 2017	4	1,030,972.40	0.00	257,743.10	4.507	689	93	93
May 2017	5	1,249,924.01	0.01	249,984.80	4.471	808	91	91
June 2017	6	1,532,011.36	0.01	255,335.23	4.480	757	94	94
July 2017	3	505,664.88	0.00	168,554.96	4.542	757	96	96
August 2017	4	911,299.97	0.00	227,824.99	4.659	709	92	92
September 2017	1	315,824.10	0.00	315,824.10	4.250	787	82	82
October 2017	1	442,170.21	0.00	442,170.21	4.375	701	90	90
November 2017	1	459,485.99	0.00	459,485.99	4.125	N/A	90	90
December 2017	2	345,413.48	0.00	172,706.74	4.201	750	85	85
January 2018	2	436,248.53	0.00	218,124.27	4.362	757	87	87
February 2018	2	686,250.37	0.00	343,125.19	4.263	672	87	87
April 2018	1	128,447.50	0.00	128,447.50	4.125	785	90	90
July 2018	4	1,092,184.25	0.00	273,046.06	4.652	731	93	93
August 2018	3	797,032.73	0.00	265,677.58	4.673	740	92	92
September 2018	4	1,198,248.25	0.00	299,562.06	4.721	738	91	91
October 2018	14	2,951,732.90	0.01	210,838.06	4.849	747	91	91
November 2018	28	7,639,412.82	0.03	272,836.17	5.021	734	92	92
December 2018	178	43,285,757.19	0.18	243,178.41	5.038	737	92	92
January 2019	263	54,226,896.95	0.22	206,185.92	5.127	737	93	93
February 2019	587	137,072,661.42	0.56	233,513.90	5.100	737	93	93
March 2019	1,633	408,508,702.32	1.68	250,158.42	4.772	744	93	93
April 2019	11,258	2,801,583,844.27	11.54	248,852.71	4.662	747	93	93
May 2019	25,500	6,309,849,381.20	26.00	247,445.07	4.589	748	92	92
June 2019	29,805	7,744,567,000.00	31.91	259,841.20	4.406	750	92	92
July 2019	22,842	6,075,827,000.00	25.04	265,993.65	4.367	750	92	92
August 2019	2,370	656,247,000.00	2.70	276,897.47	4.348	749	93	93
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
2042	4	1,246,357.93	0.01	311,589.48	4.408	768	85	85
2043	5	1,125,859.22	0.00	225,171.84	4.602	764	91	91
2044	190	46,432,765.37	0.19	244,382.98	4.492	751	88	88
2045	65	9,766,378.80	0.04	150,251.98	4.425	703	93	93
2046	72	13,134,546.03	0.05	182,424.25	4.481	728	91	91
2047	56	14,642,441.18	0.06	261,472.16	4.476	738	91	91
2048	561	132,835,746.63	0.55	236,783.86	4.949	740	92	92
2049	93,675	24,048,871,577.22	99.10	256,726.68	4.482	749	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

* 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Yes	49,441	12,043,493,318.52	49.63	243,593.24	4.492	745	93	93
No	45,187	12,224,562,353.86	50.37	270,532.73	4.478	753	91	91
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
1	54,537	12,931,159,504.76	53.28	237,108.01	4.481	754	93	93
2	39,117	11,055,761,872.52	45.56	282,633.17	4.486	744	92	92
3	872	249,885,139.61	1.03	286,565.53	4.663	726	92	92
4	100	30,635,856.20	0.13	306,358.56	4.693	724	92	92
5	2	613,299.29	0.00	306,649.65	4.815	733	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
1	93,590	23,937,615,699.19	98.64	255,771.08	4.485	749	92	92
2	825	240,953,034.85	0.99	292,064.28	4.517	753	91	91
3	157	63,124,786.03	0.26	402,068.70	4.460	751	93	93
4	56	26,362,152.31	0.11	470,752.72	4.505	764	93	93
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
First Lien	94,628	24,268,055,672.38	100.00	256,457.45	4.485	749	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
No	94,486	24,235,752,633.34	99.87	256,500.99	4.485	749	92	92
Yes	142	32,303,039.04	0.13	227,486.19	4.680	741	87	93
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

* 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
None	1,416	312,594,395.26	1.29	220,758.75	4.402	762	91	91
1 to 15	11,535	3,025,109,157.23	12.47	262,254.80	4.503	751	85	85
16 to 25	43,385	10,443,661,584.96	43.03	240,720.56	4.471	748	92	92
26 to 30	36,880	10,141,354,429.74	41.79	274,982.50	4.490	749	95	95
31 to 55	1,412	345,336,105.19	1.42	244,572.31	4.665	741	97	97
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

Mortgage Insurance Cancellation Indicator

Mortgage Insurance Cancellation Indicator	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
No	93,212	23,955,461,277.12	98.71	256,999.76	4.486	749	92	92
Yes	1,137	250,127,224.60	1.03	219,988.76	4.357	770	91	91
Not Applicable	279	62,467,170.66	0.26	223,896.67	4.584	731	90	90
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

Mortgage Insurance Type

Mortgage Insurance 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Borrower Paid	90,580	23,092,714,392.22	95.16	254,942.75	4.477	749	92	92
Lender Paid	3,240	974,976,611.27	4.02	300,918.71	4.641	758	91	91
Investor Paid	529	137,897,498.23	0.57	260,675.80	4.715	748	93	93
Not Applicable	279	62,467,170.66	0.26	223,896.67	4.584	731	90	90
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

Delinquency Status of the Reference Obligations as of November 30, 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Current	94,628	24,268,055,672.38	100.00	256,457.45	4.485	749	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

Historical Delinquency Status of the Reference Obligations as of November 30, 2019

Historical 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	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Never Delinquent	94,628	24,268,055,672.38	100.00	256,457.45	4.485	749	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

* Amounts may not add up to the totals shown due to rounding.

Reference Obligations Assessed Using ACE

Reference Obligations Assessed Using ACE	Number of Reference Obligations	Aggregate Principal Balance ($)	Aggregate Principal Balance (%)*	Average Principal Balance ($)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)
Not Applicable	94,628	24,268,055,672.38	100.00	256,457.45	4.485	749	92	92
Total/Weighted Average:	**94,628**	**24,268,055,672.38**	**100.00**	**256,457.45**	**4.485**	**749**	**92**	**92**

* 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
20HQA1057791	Original Combined Loan-To-Value (CLTV)	91	90
20HQA1087946	Original Debt-to-Income (DTI) Ratio	18	24
20HQA1053244	Original Debt-to-Income (DTI) Ratio	39	32
20HQA1067843	Credit Score	662	680
20HQA1062418	Credit Score	787	791
20HQA1019320	Credit Score	793	720
20HQA1059511	First-time Homebuyer	Yes	No
20HQA1051719	First-time Homebuyer	No	Yes
20HQA1069695	First-time Homebuyer	No	Yes
20HQA1068310	First-time Homebuyer	No	Yes
20HQA1083984	First-time Homebuyer	No	Yes
20HQA1083941	First-time Homebuyer	Yes	No
20HQA1028037	First-time Homebuyer	Yes	No
20HQA1045869	First-time Homebuyer	Yes	No
20HQA1057791	Original Loan-To-Value (LTV)	91	90
20HQA1075277	Mortgage Insurance Percentage	0	25
20HQA1035545	Mortgage Insurance Percentage	30	25
20HQA1082485	Mortgage Insurance Percentage	25	12
20HQA1009379	Mortgage Insurance Percentage	52	30
20HQA1034949	Property Type	Single-Family	PUD
20HQA1079371	Postal Code(1)	435XX	435XX

1. While the Third-Party Diligence Provider's review process validated the 5 digit postal code, the postal code discrepancy identified displays only the first 3 digits because Freddie Mac discloses only the first 3 digits of the postal code at the loan level. The identified postal code discrepancy for this loan was in the 4th and 5th digit.

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	393,554.25	354	360	3.250
2	635,015.70	354	360	3.375
3	7,786,557.71	354	360	3.500
4	26,550,847.98	354	360	3.635
5	170,258,208.36	354	360	3.757
6	1,090,844,459.11	354	360	3.918
7	1,435,834,970.08	354	360	4.007
8	1,537,427,764.45	354	360	4.130
9	3,146,900,639.21	354	360	4.252
10	4,989,609,491.85	354	360	4.385
11	3,891,831,575.48	353	360	4.504
12	1,903,757,944.92	353	360	4.627
13	2,025,140,163.07	353	360	4.751
14	2,333,907,246.62	353	360	4.895
15	402,139,446.85	353	360	5.001
16	295,385,349.81	353	360	5.128
17	332,233,778.43	353	360	5.250
18	257,243,459.68	353	360	5.379
19	166,023,521.46	353	360	5.503
20	67,265,191.12	353	360	5.628
21	70,337,300.30	353	360	5.753
22	63,865,556.84	353	360	5.887
23	18,344,468.62	353	360	6.001
24	12,395,582.41	350	358	6.130
25	10,611,329.95	351	360	6.250
26	6,377,122.61	352	360	6.375
27	2,913,331.16	352	360	6.500
28	1,304,908.28	352	360	6.625
29	415,530.38	352	360	6.750
30	190,216.90	351	360	6.875
31	62,434.93	351	360	7.000

Appendix D

SELLING RESTRICTIONS

The Initial Purchasers will agree to comply with the selling restrictions set forth below.

Canada

Each Initial Purchaser, severally and not jointly, will represent, warrant and agree 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 Canadian 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 in 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" as defined 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 the offering materials described in the Note Purchase Agreement 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, warrants and agrees, severally and not jointly, 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 2016/97/EU, 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 Regulation 2017/1129/EU (as amended, the "Prospectus Regulation"); 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 Trust 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 six 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 will represent, warrant and agree, severally and not jointly, 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 Trust 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.

Appendix E

GENERAL MORTGAGE LOAN PURCHASE AND SERVICING

General

The Reference Obligations (also referred to in this Appendix E 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 ratio limitations on the mortgage loans that we may purchase without a credit enhancement. The LTV ratio 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 LTV ratios: 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 ratio up to 105%.

At times, some active mortgage loan sellers approved by us are provided TOBs that may amend, waive or otherwise alter certain terms of the Guide. We acquire mortgage loans under these forms of contracts on a daily basis in accordance with the terms contained in applicable agreements with sellers. On a go-forward basis, we intend to use TOBs more infrequently and, accordingly, the terms of the sales of mortgage loans acquired by us will generally be governed primarily by the Guide. Currently, the most frequently used selling TOB included in sellers' contracts allows sellers to sell us mortgage loans that were processed through Fannie Mae's DU or another proprietary AUS, provided the sellers run such mortgage loans through our risk assessment tools (AUS) for an acceptable finding prior to selling the loans to us.

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%.

DTI 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 ratio 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 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 Collateral Representation and Warranty Relief related to the value, condition and marketability 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.

As of the Cut-off Date, approximately 99.9% of the Reference Obligations by Cut-off Date Balance are eligible for refinancing under the Enhanced Relief Refinance Program, based on the origination date criteria of October 1, 2017. Subject to the satisfaction of certain conditions described in the definition of "Reference Pool Removal" 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 depositing mortgagor principal and interest payments in designated custodial accounts. Freddie Mac then drafts the principal and interest from the custodial accounts (less an applicable servicer fee in the form of a servicing spread). Servicing also includes 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 E 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, Freddie Mac drafts the principal and interest payments received, including prepayments and liquidation proceeds, from the custodial 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, Freddie Mac drafts the net foreclosure sale proceeds from the servicer. 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. For any repurchase decision finally upheld by these processes, Freddie Mac will draft the repurchase funds from the servicer, or the servicer may be subject 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 2018 related to insufficient income and excessive obligations. Other common defects include inability to calculate income, insufficient funds to close, and debt to income ratio in excess of maximum allowed. 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. For any repurchase decision finally upheld by these processes Freddie Mac will draft the repurchase funds, or the servicer may be subject 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®. 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 — Changes in Our 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.

Appendix F

CUSIP NUMBERS

Class of Notes	Rule 144A	Regulation S
M-1	35565JAA9	U3198PAA5
M-2A	35565JAB7	U3198PAB3
M-2B	35565JAC5	U3198PAC1
B-1A	35565JAD3	U3198PAD9
B-1B	35565JAE1	U3198PAE7
B-2A	35565JAF8	U3198PAF4
B-2B	35565JAG6	U3198PAG2
M-2	35565JAH4	U3198PAH0
M-2R	35565JAJ0	U3198PAJ6
M-2S	35565JAK7	U3198PAK3
M-2T	35565JAL5	U3198PAL1
M-2U	35565JAM3	U3198PAM9
M-2I	35565JAN1	U3198PAN7
M-2AR	35565JAP6	U3198PAP2
M-2AS	35565JAQ4	U3198PAQ0
M-2AT	35565JAR2	U3198PAR8
M-2AU	35565JAS0	U3198PAS6
M-2AI	35565JAT8	U3198PAT4
M-2BR	35565JAU5	U3198PAU1
M-2BS	35565JAV3	U3198PAV9
M-2BT	35565JAW1	U3198PAW7
M-2BU	35565JAX9	U3198PAX5
M-2BI	35565JAY7	U3198PAY3
M-2RB	35565JAZ4	U3198PAZ0
M-2SB	35565JBA8	U3198PBA4
M-2TB	35565JBB6	U3198PBB2
M-2UB	35565JBC4	U3198PBC0
B-1	35565JBD2	U3198PBD8
B-2	35565JBE0	U3198PBE6
B-1AR	35565JBF7	U3198PBF3
B-1AI	35565JBG5	U3198PBG1
B-2AR	35565JBH3	U3198PBH9
B-2AI	35565JBJ9	U3198PBJ5