

Freddie Mac

Class A

Taxable Multifamily Variable Rate Certificates



The Certificates

Freddie Mac creates each series of Taxable Multifamily Variable Rate Certificates (“**Certificates**”) and sells and guarantees certain payments of principal and interest on Class A Certificates (“**Class A Certificates**”). Class A Certificates are securities that represent undivided ownership interests with specified rights in pools of multifamily affordable housing bonds and/or loans secured by mortgages for multifamily affordable housing projects. The multifamily affordable housing bonds are issued by certain state and local government entities to finance multifamily affordable housing mortgages.

Freddie Mac’s Guarantee

We guarantee the payment of interest and scheduled principal on the Class A Certificates, and are obligated to pay the tender price for the Class A Certificates, each as described in this Offering Circular. **Principal and interest payments on, and payment of the tender price for, the Class A Certificates are not guaranteed by and are not debts or obligations of the United States or any federal agency or instrumentality other than Freddie Mac.** We alone are responsible for making payment on our guarantee and for paying for Class A Certificates tendered to us for purchase.

Freddie Mac Will Provide More Information for Each Offering

This Offering Circular describes the general characteristics of the Class A Certificates. For each offering, we prepare an offering circular supplement. The supplement will describe more specifically the particular Class A Certificates included in that offering.

Tax Status and Securities Law Exemptions

These securities are not tax-exempt securities. Because of applicable securities law exemptions, we have not registered the Class A Certificates with any federal or state securities commission. No securities commission has reviewed this Offering Circular.

The Class A Certificates may not be suitable investments for you. You should consider carefully the risks of investing in them. The *Risk Factors* section beginning on page 9 highlights some of these risks.

Offering Circular dated December 1, 2007

If you intend to purchase Class A Certificates, you should rely on the information in this Offering Circular and in the related offering circular supplement (“**Supplement**”), including the information in any disclosure documents that we incorporate by reference. We have not authorized anyone to provide you with different information.

This Offering Circular, the related Supplement and any incorporated documents may not be correct after their dates.

We are not offering the Class A Certificates in any jurisdiction that prohibits their offer.

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Exhibit I to the related Supplement defines capitalized terms used in this Offering Circular, the related Supplement and the Agreement.

FREDDIE MAC

Freddie Mac is a stockholder-owned company chartered by Congress in 1970 under the Federal Home Loan Mortgage Corporation Act (the “**Freddie Mac Act**”) to stabilize the nation’s residential mortgage markets and expand opportunities for homeownership and affordable rental housing. We are one of the largest purchasers of mortgage loans in the U.S. We bring innovation and efficiency to the mortgage lending process.

Our mission is to provide liquidity, stability and affordability to the U.S. housing market. We fulfill our mission by purchasing residential mortgages and mortgage-related securities in the secondary mortgage market from mortgage lenders and securities dealers and by providing our credit guarantees of payment of principal and interest on the mortgage-related securities we issue. We purchase mortgages that meet our underwriting and product standards, then bundle them into mortgage-related securities that can be sold to investors. We can use the proceeds to purchase additional mortgages from primary market mortgage lenders, thus providing them with a continuous flow of funds. We also purchase mortgage loans and mortgage-related securities for our investment portfolio, which we finance primarily by issuing a variety of debt instruments in the capital markets.

Though we are chartered by Congress, our business is funded completely with private capital. We are responsible for making payments on our securities. Neither the U.S. government nor any other agency or instrumentality of the U.S. government is obligated to fund our mortgage purchase or financing activities or to guarantee our securities and other obligations.

Our statutory purposes, as stated in our charter, are:

- To provide stability in the secondary market for residential mortgages;
- To respond appropriately to the private capital market;
- To provide ongoing assistance to the secondary market for residential mortgages (including activities related to mortgages on housing for low- and moderate-income families involving a reasonable economic return that may be less than the return received on other activities) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing; and
- To promote access to mortgage credit throughout the U.S. (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.

ADDITIONAL INFORMATION

We prepare annual Information Statements that describe our business and operations, and contain our audited financial statements. We also prepare Information Statement Supplements from time to time. As of any given date, this Offering Circular incorporates by reference the most recent Information Statement and any subsequent Information Statement Supplements. You should rely only on the most recent information provided or incorporated by reference in this Offering Circular and any related Supplement.

You can obtain copies of this Offering Circular, any related Supplement, our most recent Information Statement, any subsequent Information Statement Supplements and the Agreement under which Class A Certificates are issued from:

Freddie Mac — Investor Inquiry
1551 Park Run Drive, Mailstop D5B
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 these documents available on our internet website at this address:

www.freddiemac.com*

* We are providing this internet address solely for the information of prospective investors. We do not intend this internet address to be an active link and we are not using reference to this address to incorporate additional information into this Offering Circular or any Pool Supplement, except as specifically stated in this Offering Circular.

SUMMARY

This summary highlights selected information about the Class A Certificates. Before buying Class A Certificates, you should read the remainder of this Offering Circular and the Supplement for the particular offering. You should rely on the information in the Supplement if it is different from the information in this Offering Circular.

Capitalized Terms that are not in **bold type** and defined on their first use are defined in the Supplement or an exhibit to the Supplement. References to time in this Offering Circular relate to local time in Washington D.C.

Guarantor Federal Home Loan Mortgage Corporation, or “**Freddie Mac**,” a shareholder-owned government-sponsored enterprise, guarantees the timely payment of interest and scheduled principal on the Class A Certificates on each Payment Date.

Liquidity Provider We will be obligated to pay the applicable tender price for Class A Certificates on each Purchase Date, Mandatory Tender Date and Optional Disposition Date. This obligation is described in the Agreement as the Liquidity Facility.

Certificates Certificates represent undivided ownership interests with specified rights in pools of assets that we form. Certificates are issued in series (“**Series**”), each consisting of “**Class A Certificates**” and “**Class B Certificates.**” Class A Certificates will be offered pursuant this Offering Circular and the related Supplement. Class B Certificates will be issued simultaneously with Class A Certificates but will not be offered pursuant to this Offering Circular.

Assets The “**Assets**” of each Series include multifamily affordable housing bonds (“**Bonds**”) or mortgage loans secured by multifamily affordable housing projects (“**Mortgage Loans**”). In each case, we have acquired the Assets for the related series. The Bonds are issued by state and local government entities and are secured by first liens on multifamily affordable housing properties and certain other assets pledged by these government entities. Interest on the Assets is not tax-exempt.

Payments We make payments on the Class A Certificates on each Payment Date. A “**Payment Date**” is the 15th of each month, or if the 15th is not a Business Day, the next Business Day, beginning the month after issuance.

- **Interest** We pay interest on the Class A Certificates at the applicable per annum interest rate (“**Reset Rate**”) in effect on each day during the period that interest accrues for that Payment Date. The Reset Rate will change from time to time. Changes to the Reset Rate can occur either:
 - each week.

- each month.
- on other dates as specified in the Supplement.

The Supplement will specify how frequently the Reset Rate will change. The method for determining the Reset Rate can be changed at our option (under certain circumstances) or the option of the Sponsor (with our consent). Should that happen, the Class A Certificates will be subject to mandatory tender, however you will have the right to retain your Class A Certificates (the “**Retention Right**”).

Interest for each Payment Date will accrue for the calendar month preceding that Payment Date or, for the first Payment Date, from the date specified in the Supplement.

The Supplement will identify the Remarketing Agent for each Series. The Remarketing Agent will determine the Reset Rate each time it is changed. The Remarketing Agent will set the Reset Rate equal to the lesser of:

- the minimum interest rate which would, in the judgment of the Remarketing Agent, result in a sale of the Class A Certificates at par under prevailing market conditions, plus accrued interest.
- the Maximum Reset Rate calculated as described in the Supplement or an exhibit to the Supplement.

The Remarketing Agent is also responsible for remarketing Class A Certificates that are tendered to us.

- **Principal** On each Payment Date, we pay scheduled principal on the Class A Certificates plus principal prepayments and your portion of Redemption Premium, if any, until the outstanding balance of the Class A Certificates is reduced to zero. The definition of “**Gain Share**” in the Supplement or an exhibit to the Supplement describes how we calculate your portion of any Redemption Premium.

The Holders of any Class that receives principal payments (and their share of any Redemption Premium) receive those payments on a pro rata basis.

- **Optional Tender** Holders of Class A Certificates (except Pledged Class A Certificates and Affected Certificates) will have the right to tender their certificates for purchase upon five Business Days’ written notice (the “**Tender Option**”) at the “**Purchase Price**” equal to the remaining principal of such Class A Certificate plus any accrued and unpaid interest through the day prior to the Purchase Date.

The Purchase Date related to an exercise of the Tender Option may occur on:

- any Business Day, when the Reset Rate can change each week.
- the first Business Day of every calendar month, when the Reset Rate can change each month.

Freddie Mac is obligated to pay the applicable Purchase Price.

The Tender Option is not available during a period when the Reset Rate is set other than each week or each month.

The Tender Option may terminate without notice as described in *The Certificates — Tender Option — Tender Option Termination Events*.

Mandatory Tender

We have a “**Mandatory Tender Right**” to purchase all (or in the case of a Special Adjustment Event, a portion of) outstanding Class A Certificates at the Purchase Price upon the occurrence of certain events.

We must purchase Class A Certificates pursuant to the Mandatory Tender Right if:

- the frequency of changes to the Reset Rate is changed or, if the Reset Rate is set other than weekly or monthly, that period expires (however, you will have the Retention Right).
- a Special Adjustment Event occurs.
- a Sponsor Act of Bankruptcy occurs (if Partnership Factors apply).
- The Payment Date immediately prior to the Credit Enhancement Expiration Date occurs.

We may purchase Class A Certificates pursuant to the Mandatory Tender Right if:

- we determine that a Liquidity Provider Termination Event has occurred.
- the outstanding balance of the Class A Certificates is equal to or less than 5% of the original principal balance.

Pledged Class A Certificates or Affected Certificates will not be subject to the Mandatory Tender Right.

Release

We have the right to redeem Class A Certificates and pay you the outstanding balance of the Class A Certificates plus accrued interest through the end of the month prior to the Payment Date on which such redemption occurs, plus any Hypothetical Gain Share, if any of the following events (each a “**Release Event**”) occurs:

- an event of default occurs with respect to a related Asset.

- a property related to an Asset fails to achieve stabilization (as further described in *The Certificates — Assets*) when required by the terms of the Reimbursement Agreement.
- we determine that a material adverse credit condition exists with respect to an Asset or under the related Bond Documents or Bond Mortgage Documents.
- the Series is terminated.

The amount of Class A Certificates redeemed upon a Release Event will be equal to the then outstanding principal amount of the affected Assets.

Optional Disposition Holders of Class A Certificates who have held Class A Certificates for at least one year will have the right to tender any of those Class A Certificates for purchase (“**Optional Disposition**”) at the “**Optional Disposition Price**” equal to the remaining principal of such Class A Certificates plus any accrued and unpaid interest plus any Hypothetical Gain Share on any Optional Disposition Date.

The “**First Optional Disposition Date**” will be specified in the Supplement.

The definition of “**Hypothetical Gain Share**” in the Supplement or an exhibit to the Supplement describes how Hypothetical Gain Share will be calculated.

Holders As an investor in Class A Certificates, you are not necessarily the Holder of those Certificates. You ordinarily must hold your Class A Certificates through one or more financial intermediaries. You may exercise your rights as an investor only through the Holder of your Class A Certificates, and we may treat the Holder as the absolute owner of your certificates. For Class A Certificates, the term “**Holder**” usually means DTC or its nominee.

Tax Status If you own Class A Certificates, you will be treated for federal income tax purposes as a partner in a partnership that owns the Assets. You will be allocated a share of the taxable income of the partnership based upon the terms of the Class A Certificates. See *Certain Federal Income Tax Consequences*.

RISK FACTORS

Although we guarantee certain payments on the Class A Certificates and so bear the associated credit risk and are obligated to pay the Purchase Price of Class A Certificates and so bear the associated liquidity risk, as an investor you will bear the other risks of owning mortgage securities. This section highlights some of these risks.

The Class A Certificates May Not be Suitable Investments for You. The Class A Certificates are complex securities. You need to understand the risks of your investment, and you need to be able to analyze the information in the related offering documents as well as the economic and other factors that may affect your investment. If you require a definite payment stream, or a single payment on a specific date, the Class A Certificates are not suitable investments for you. If you purchase Class A Certificates, you need to have enough financial resources to bear all of the risks related to your Class A Certificates.

Principal Payment Rates are Uncertain. Principal payment rates on Class A Certificates will depend on the rates of principal payments on the underlying Assets. Principal payment rates on the underlying Assets will depend upon principal payments from the related multifamily affordable housing properties. Principal payments on the Assets may include scheduled payments and prepayments. Prepayment rates fluctuate continuously and (in some market conditions) substantially. We cannot predict the rate of prepayments on the Assets, which is influenced by a variety of economic, social and other factors, including local and regional economic conditions, the existence and enforceability of lockout periods and prepayment premiums and the availability of alternative financing. Prepayments are also affected by servicing decisions and policies, such as decisions to pursue alternatives to foreclosure. In addition, prepayments may occur upon a Release Event or a Liquidity Provider Termination Event.

Prepayments Can Reduce Your Yield if You Purchase Your Class A Certificates at a Premium. Your yield on a Class A Certificate will depend on the price you pay for your Class A Certificate, the rate of prepayments on the mortgage underlying the related Assets and the actual characteristics of those Assets. The Bonds may be optionally redeemed and the Mortgage Loans may be optionally prepaid at any time, in each case subject to any applicable lockout period and to the payment of any applicable redemption premiums. The Assets with lockout periods may be optionally redeemed or prepaid at any time outside of the lockout period. The Assets also may be redeemed due to defaults, casualties, condemnations and repurchases.

Reinvestment of Principal Payments May Produce Lower Returns. Exercise of the Tender Option will result in a return of the entire outstanding principal portion of the Class A Certificates that you tendered. Additionally, the Assets tend to prepay fastest when current interest rates are low. When you receive principal payments in a low interest rate environment, you may not be able to reinvest them in comparable securities with as high a return as your Class A Certificates.

Changes to the Reset Rate May Produce Lower Yields. The Reset Rate may change periodically and a future Reset Rate may be lower than your original Reset Rate.

You May Not be Allowed to Buy Class A Certificates. If you are subject to legal investment laws and regulations or to review by regulatory authorities, you may not be allowed to invest in Class A Certificates.

The Remarketing Agent May Have Interests that Conflict with the Class A Certificates. The Remarketing Agent may be an affiliate of the Holder of the Class B Certificates. If so, the

Remarketing Agent's interests in the Class B Certificates could differ from the interests of the beneficial owners of Class A Certificates because a low Reset Rate on the Class A Certificates will leave more interest available to be paid to the Holders of Class B Certificates.

Your Tender Option may become unavailable. If the Tender Option is terminated due to a Tender Option Termination Event, you will not be able to tender your Class A Certificates to Freddie Mac for the Purchase Price. Instead, if a Tender Option Termination Event occurs, the Series will be liquidated in whole or in part. Without the Tender Option, your ability to sell your Class A Certificates may be limited and the liquidation of the Series may cause you to receive less than the Purchase Price for your Class A Certificates. Moreover, the Class A Certificates may no longer qualify as an eligible investment for certain investors.

The Maximum Reset Rate may limit the Reset Rate payable on the Class A Certificates. If the Maximum Reset Rate is less than the prevailing interest rate for similar securities, the Remarketing Agent may be unable to remarket the Class A Certificates.

THE CERTIFICATES

We create and administer each Series of Certificates. We sell and guarantee certain payments of principal and interest on Class A Certificates. Class A Certificates are offered pursuant to this Offering Circular and the related Supplement. Class B Certificates are issued simultaneously with Class A Certificates, but will not be offered pursuant to this Offering Circular.

ASSETS

Each Certificate represents an undivided ownership interest with specified rights in the Assets contained in its related Series.

The Bonds are issued by state and local government entities to finance affordable multifamily housing mortgages. The Bonds and Mortgage Loans are secured by a pledge by the issuer of first liens on the related multifamily residential properties and certain other assets, including funds and accounts held by the Bond trustee, and in some instances, other collateral including letters of credit and interest rate hedges.

The general terms of the specific Assets for each Series of Certificates will be described in the applicable Supplement.

Funds from Assets may be used to construct, acquire and rehabilitate or refinance affordable multifamily housing properties. For properties that are being constructed or rehabilitated, the financing documents contain certain conditions regarding, among other things, the timing of completion of the project and leasing of the units. Once a property satisfies these conditions it is said to achieve "stabilization." Examples of these conditions include:

(i) the construction has been completed in accordance with the plans and specifications and any amendments thereto consented to by the Bondholder Representative and applicable building codes;

(ii) a certificate of occupancy has been issued for each building that is located on the property;

(iii) the property shall have obtained physical occupancy (net of concessions) of not less than a percentage specified in the related documents for 90 consecutive days;

(iv) the debt coverage ratio of the applicable property and Mortgage is equal to or greater than a percentage specified in the related documents;

(v) the loan-to-value ratio of the Mortgage is equal to or less than a set percentage specified in the related documents; and

(vi) any additional conditions have been satisfied.

If a property does not achieve stabilization by a set date, the property may not be eligible for permanent financing and the related Assets may be subject to mandatory prepayment or tender. There is no certainty that construction will be completed or that all of the conditions to conversion will be satisfied in time for a property to achieve stabilization.

Even if a property achieves stabilization within the specified time frame, the documents related to that property may provide for a reduction of the principal amount of the Assets related to that property to an amount that is less than the original principal amount of the related Asset. If the principal amount of the Asset related to a property is reduced upon stabilization, the principal amount of the related Asset will be reduced through a partial prepayment of such Asset. This prepayment would be funded by the property owner. If such prepayment is required as a condition to stabilization and is not made, conversion to permanent financing will not occur and the related Assets may be subject to mandatory prepayment or tender in whole, as described above.

In addition, Freddie Mac may have more stringent or additional conditions beyond those set forth in the documents to be met for it to treat a property related to the Assets as stabilized. If such conditions are not met, the failure of a property to stabilize may constitute a Release Event under the applicable Series Certificate Agreement permitting the Assets to be released from the Series following the payment of the Release Purchase Price. This would result in a prepayment of the Class A Certificates.

The stabilization date may be extended under the terms of the related documents. You will not receive notice of an extension of the stabilization date.

Each underlying Mortgage is a fixed or floating rate, interest only, fully amortizing or balloon mortgage with an original term of 10 to 40 years. The Mortgages usually either prohibit prepayment or provide for prepayment at a premium for some period, after which the Mortgage may be prepaid at par.

Principal payments on the Bonds are made on a monthly or semi-annual basis on an amortization schedule that usually does not exceed 40 years, with a maturity from 10 to 40 years following the beginning of amortization. Principal and interest payments are typically made on the mortgages underlying the Bonds by the related borrowers on a monthly basis.

The Bond Trustee will pay principal and interest on the Bond, and deduct and pay fees due with respect to the Bond. If the borrower fails to pay the mortgage underlying a Bond, the servicer will notify the Bond Trustee and Bondholder Representative. The Bondholder Representative will instruct the Bond Trustee as to remedies. Freddie Mac will be the Bondholder Representative for the Bonds in each Series.

PAYMENTS

Payment Dates

We make payment to Holders of Class A Certificates on each applicable Payment Date. A **“Payment Date”** is the 15th of each month or, if the 15th is not a Business Day, the next Business Day.

For this purpose, a **“Business Day”** means a day other than:

- A Saturday or a Sunday.
- A day when the offices of the federal government in the District of Columbia generally are closed.
- A day when the Federal Reserve Bank of New York is closed.
- A day when Freddie Mac is closed.
- A day when DTC is closed.
- A day when banks in New York or the city(ies) in which the Administrator, Freddie Mac or Remarketing Agent is located are closed.
- A day when the New York Stock Exchange is closed.

Class Factors

For each month, we calculate and make available (including on our internet website) the Class Factor for Class A Certificates of each Series.

The **“Class Factor”** for any Class A Certificates for any month is a truncated eight-digit decimal that, when multiplied by the original principal amount of the Class A Certificates of that Series, will equal its remaining principal amount. The Class Factor for any month reflects payments of principal to be made on the Payment Date in the same month.

Class Factors will be available not later than the second Business Day prior to the Payment Date for that month.

The Class Factor for each Class A Certificate for the month of its issuance is 1.00000000.

Distribution Account

As Administrator, we establish a Distribution Account for each Series. For each Payment Date, we deposit into the Distribution Account each of the following amounts related to that Payment Date:

- all Asset Payments received, including Redemption Premiums.
- all amounts paid in connection with a Release Event.
- all amounts Freddie Mac pays under its Credit Enhancement.
- and all Administrator Advances by Freddie Mac.

The Distribution Account will relate solely to the Certificates of the related Series, and funds in the Distribution Account will not be commingled with any other funds.

Interest Distributions

For each Payment Date other than the first Payment Date, holders of Class A Certificates will be paid interest equal to the aggregate of the interest accrued each day in the calendar month preceding each Payment Date (the “**Accrual Period**”) at the Reset Rate in effect for such Certificate on each such day. For the first Payment Date, the Accrual Period will run from the date specified in the Supplement to the last day of the month preceding the first Payment Date.

The Assets are expected to generate more interest than is necessary to provide for interest at a rate that will enable the Remarketing Agent to remarket all Class A Certificates at par, but no assurance can be given that this will be the case.

Principal Distributions

Principal will be paid on each Payment Date. For any Payment Date, the total amount of principal payments available for distribution will equal the sum of:

- The amount of principal payments scheduled or made on the underlying Assets during the collection period for that Payment Date (“**Available Principal**”). The collection period for each Payment Date will be the period from the second Business Day of the prior calendar month through the first Business Day of the month of that Payment Date.
- The Redemption Premium, if any, payable to Holders, determined in accordance with the Gain Share calculation described in the Supplement or an exhibit to the Supplement. Freddie Mac does not guarantee the payment of any Redemption Premium.
- Class A Certificates share of the Hypothetical Gain Share, if any, in connection with a payment arising from a Release Event. Hypothetical Gain Share is calculated as described in the Supplement or an exhibit to the Supplement. Freddie Mac does not guarantee the payment of any Hypothetical Gain Share.

On each Payment Date, other than a Payment Date related to a Release Event, we pay Available Principal to the Holders of the Class A Certificates entitled to receive principal payments on that Payment Date pro rata as follows:

- To Freddie Mac as the secured lien holder of Pledged Class A Certificates, until the balance of any Pledged Class A Certificates is reduced to zero.
- To the other Holders of Class A Certificates, until retired.

The Supplement for such Series will describe the specific allocation of principal payments for that Series.

On each Payment Date, we also pay the Redemption Premium (if any) and Hypothetical Gain Share (if any) related to a Release Event to the Class A Certificates, until retired.

On any Payment Date related to a Release Event, we pay the portion of Available Principal related to the released Asset as described under *The Certificates — Release Event*.

Reports to Holders

Each month, not later than the second Business Day prior to the Payment Date for that month we will make available on our internet website the following information:

- the related Payment Date;
- the Class Factor for that Payment Date;
- the weighted average of the Reset Rate applicable to that Payment Date; and
- if all of the Certificates are to be redeemed in full on a Payment Date, the notice described under *The Agreement — Final Distribution*.

Record Dates

We make payments on each Payment Date to Holders as of the close of business on the last day of the preceding month (the “**Record Date**”).

Final Payment Dates

The “**Final Payment Date**” for each Class is the latest date by which it will be paid in full and will retire. We calculate Final Payment Dates using conservative assumptions, and the actual retirement of Class A Certificates of any Series could occur significantly earlier than its Final Payment Date.

RESET RATES

The Remarketing Agent

The Reset Rate will change from time to time.

The Remarketing Agent sets the Reset Rate and determines the Maximum Reset Rate for the Class A Certificates by 5:00 p.m. on the related Reset Date. The Remarketing Agent is also responsible for remarketing Class A Certificates that are tendered to us. The Supplement will identify the Remarketing Agent for that Series.

Determination of the Reset Rate

The Reset Rate for any period will be the minimum rate of interest which would, in the judgment of the Remarketing Agent, under then prevailing market conditions (taking into account that such rate will be reset on the next Reset Date), result in a sale of the Class A Certificates at a market price equal to the outstanding balance of the Class A Certificates, plus accrued interest. The Reset Rate cannot exceed the Maximum Reset Rate calculated as described in the Supplement or an exhibit to the Supplement.

The Remarketing Agent will calculate the Maximum Reset Rate on each Reset Date immediately prior to determining the Reset Rate.

If the Remarketing Agent fails to set a Reset Rate by 5:00 p.m. on the Reset Date, the Reset Rate for the next period will be the lesser of the previous Reset Rate or the Maximum Reset Rate.

Upon setting the Reset Rate, the Remarketing Agent notifies Freddie Mac of the Reset Rate, the Maximum Reset Rate and the date on which the Reset Rate will take effect. After the

Remarketing Agent sets the Reset Rate and gives notice to Freddie Mac, the determination of the Reset Rate, absent manifest error, will be binding, subject to the Maximum Reset Rate. You may obtain the Reset Rate for each period from the Remarketing Agent as described in the Supplement or from our internet website.

Reset Rate Method

The frequency of making changes to the Reset Rate is called the “**Reset Rate Method.**” The following table shows the date by which the Reset Rate will be determined (each a “**Reset Date**”) and the period during which the Reset Rate applies for each Reset Rate Method.

<u>Reset Rate Method</u>	<u>Reset Date(1)</u>	<u>Related Accrual Period(2)</u>
Weekly Reset Rate Method	<ul style="list-style-type: none"> • Wednesday • if Wednesday is not a Business Day, the preceding Business Day 	Thursday through the following Wednesday
Monthly Reset Rate Method	Last Business Day of the preceding month	Calendar Month
Term Reset Rate Method	Last Business Day prior to the beginning of the term	Term specified in notice to holders (or until the Series Expiration Date, if earlier)

(1) However, if the Reset Rate Method is being changed, the Reset Date will be the Business Day preceding the Reset Rate Change Date.
 (2) However, if the Reset Rate Method is being changed and the Reset Rate Change Date is prior to the end of this period, the Reset Rate will apply through day preceding the next Reset Rate Change Date.

The Supplement will specify the initial Reset Rate Method applicable to each Series.

If the Monthly Reset Rate Method or Term Reset Rate Method is in effect, the Remarketing Agent will make preliminary indications of the Reset Rate for the next period available by telephone six Business Days prior to the related Reset Date. The Reset Rate will not be less than the preliminary Reset Rate quoted by the Remarketing Agent.

The Reset Rate Method may be changed by direction of the Holders of a majority of the outstanding principal balance of Class B Certificates (with Freddie Mac’s approval). If the Term Reset Rate Method is in effect and Freddie Mac does not consent to the term agreed to by the Holders of a majority of the outstanding principal balance of the Class B Certificates, the term shall extend to the Maximum Reset Date, or such next shorter period that the Remarketing Agent determines would result in a sale of the Class A Certificates at a market price equal to the outstanding balance of the Class A Certificates, plus accrued interest.

If the Term Reset Rate Method is in effect and Freddie Mac consents to the term agreed to by the Holders of a majority of the outstanding principal balance of the Class B Certificates, but the Remarketing Agent is unable to remarket the Class A Certificates at a market price equal to the outstanding balance of the Class A Certificates, plus accrued interest, the term shall extend to the next shorter period, but not less than 90 days, that the Remarketing Agent determines would result in a sale of the Class A Certificates at a market price equal to the outstanding balance of the Class A Certificates, plus accrued interest.

If the Reset Rate Method is changed, Holders will be notified by the Remarketing Agent of the change at least eight Business Days prior to the change taking effect. A change of the Reset Rate

Method will be a Mandatory Tender Event (however, you will have the Retention Right). See *Description of Certificates — Mandatory Tender*.

If the Reset Rate Method is changed to the Weekly Reset Rate Method or the Monthly Reset Rate Method, the Reset Rate Method will continue to be Weekly or Monthly, as applicable, until changed by Holders of Class B Certificates with Freddie Mac's consent. If the Reset Rate Method is changed to the Term Reset Rate Method, the Reset Rate Method will become Weekly at the conclusion of the specified term, unless the Holders of the Class B Certificates with Freddie Mac's consent elect to continue the Term Reset Rate Method. The expiration of a period in which the Term Reset Rate Method is in effect will be a Mandatory Tender Event, subject to your Retention Right.

The Reset Rate Method may not be changed during the last two Business Days before a Mandatory Tender Date.

TENDER OPTION

Rights of Holders to Tender Class A Certificates

Holders of a Class A Certificate have the Tender Option to tender their Class A Certificates to Freddie Mac on any Purchase Date in exchange for the Purchase Price upon giving proper notice. We are obligated to pay the Purchase Price for each Class A Certificate validly tendered pursuant to the Tender Option.

A “**Purchase Date**” is:

- any Business Day, when the Weekly Reset Rate Method is in effect.
- the first Business Day of every calendar month, when the Monthly Reset Rate is in effect.

The Tender Option is not available:

- when the Term Reset Rate Method is in effect.
- for Affected Certificates after the occurrence of an applicable Tender Option Termination Event.
- for Pledged Class A Certificates.

Holders of Class A Certificates may exercise the Tender Option for Class A Certificates having an original balance of \$100,000 and integral multiples of \$5,000 in excess of \$100,000. Holders may not exercise the Tender Option for other denominations of Class A Certificates.

Procedures to Exercise the Tender Option

In order to exercise the Tender Option, you must instruct the Holder of your Certificates to exercise the Tender Option on your behalf.

To exercise the Tender Option on your behalf, a Holder of Class A Certificates must:

- Give an Exercise Notice to the Remarketing Agent and Freddie Mac. The Exercise Notice must be given by 5:00 p.m., on or prior to the fifth Business Day preceding the Purchase Date. The Exercise Notice should be made by telephone and confirmed by telecopy, facsimile transmission, electronic mail or similar electronic means of commu-

nication. The confirmation must be received by the principal office of the Remarketing Agent as specified in the Supplement and Freddie Mac, as Registrar, at 1551 Park Run Drive, MS-D5B, McLean, Virginia 22102-3110 by 5:00 p.m. on the same day. The Exercise Notice must specify:

- the original balance of the Class A Certificates being tendered.
- the Authorized Denominations tendered for purchase.
- the Purchase Date on which you demand purchase.
- Deliver the Class A Certificates to Freddie Mac by book-entry transfer into Freddie Mac's account at DTC by not later than 11:00 a.m. on the Purchase Date.
- Advise Freddie Mac in writing of the single account of the Holder in which payment for Tendered Class A Certificates is to be transferred.

Freddie Mac will pay the Purchase Price of any Tendered Class A Certificates by 3:00 p.m. to the Holders of Tendered Class A Certificates as they appear on the records of the Registrar.

Once it is exercised, the Tender Option may not be revoked. Upon giving telephonic notice of exercise of the Tender Option to Freddie Mac or the Remarketing Agent, or upon delivery of an Exercise Notice to Freddie Mac or the Remarketing Agent, Holders of Class A Certificates will have no further rights or interests in such Class A Certificates other than the right to receive payment of the Purchase Price. No interest will be paid on such Class A Certificates from and after the Purchase Date.

If a Holder of Class A Certificates gives an Exercise Notice and then fails to deliver the Tendered Class A Certificates as described above, the Tendered Class A Certificates will be deemed to have been delivered, and the Holder will have no further rights or interests in such Class A Certificates other than the right to receive payment of the Purchase Price.

Freddie Mac will determine whether the Tender Option has been exercised in compliance with the requirements described in this section. If an attempted exercise of the Tender Option does not comply with these requirements, Freddie Mac will reject such exercise and redeliver such Class A Certificates by using its best efforts to transfer such Certificates "free" on the records of DTC to the applicable Holder.

Freddie Mac will give the Remarketing Agent and DTC a Tender Advice by not later than 5:00 p.m. on the Business Day after it receives an Exercise Notice. The Tender Advice will be delivered by telecopy, facsimile transmission, electronic mail or similar electronic means of communication and will set forth:

- the Purchase Date and
- the aggregate Authorized Denominations of Class A Certificates tendered for purchase.

Tender Option Termination Events

The Tender Option for a Series will terminate without notice if Freddie Mac fails to pay on the Credit Enhancement and such failure continues for three Business Days (a "**Tender Option Termination Event**").

If a Tender Option Termination Event occurs, the Series will be subject to complete or partial liquidation on the related Exchange Date. See *The Agreement — Termination*.

If a Tender Option Termination Event occurs, Freddie Mac will promptly give the Remarketing Agent a Tender Option Termination Notice by telecopy, facsimile transmission, electronic mail or similar electronic means of communication, promptly confirmed by mailing a copy of the Tender Option Termination Notice. The Tender Option Termination Notice will set forth each of the following items:

- A description of the Tender Option Termination Event that has occurred and a description of the Affected Assets.
- The date when such Tender Option Termination Event occurred.
- A schedule, prepared by Freddie Mac, of the Assets, if any, that will remain after the complete or partial liquidation of the Series and required distributions have been effected on the related Exchange Date.
- If applicable, a schedule, prepared by Freddie Mac, of the amounts of Class A Certificates and Class B Certificates and of the obligation, if any, of Freddie Mac to purchase tendered Certificates that will remain after the complete or partial liquidation of the Series and the required distributions have been effected on the related Exchange Date. No such obligation will exist after a complete liquidation of the Series.

Freddie Mac will give the Holders of Class A Certificates a copy of the Tender Option Termination Notice not later than one Business Day following its delivery to the Remarketing Agent. The failure to give notice of any Tender Option Termination Event to the Holders or the failure of any Holder to receive such notice will not delay or affect in any manner the termination of the right to exercise the Tender Option with respect to any Affected Certificates.

MANDATORY TENDER

Mandatory Tender Events

Freddie Mac has the right to purchase Class A Certificates (other than Affected Certificates and Pledged Class A Certificates) if a Mandatory Tender Event occurs. If a Mandatory Tender Event occurs:

- Freddie Mac will give notice (“**Mandatory Tender Notice**”) to the Holders and the Remarketing Agent.
- Freddie Mac will purchase all or a portion of the outstanding Class A Certificates and pay the Purchase Price on the **Mandatory Tender Date** specified in the table below. After the Mandatory Tender Date and payment of the Purchase Price you will not have a right to additional payments of principal or interest from your Class A Certificates.

Under some circumstances, you may decline a Mandatory Tender by exercising your Retention Right. If you exercise the Retention Right, your Class A Certificates will not be purchased and you will not receive the Purchase Price. See *The Certificates — Mandatory Tender — Right to Retain*.

The table below specifies the dates of the Mandatory Tender Notice and the Mandatory Tender Date for each related Mandatory Tender Event.

Mandatory Tender Event	Notice Requirements	Mandatory Tender Date
An event of default under the Reimbursement Agreement (a “ Liquidity Provider Termination Event ”) ⁽¹⁾	Freddie Mac sends a Liquidity Provider Termination Notice to the Remarketing Agent. Freddie Mac sends Holders a Mandatory Tender Notice by 5:00 p.m. on the second Business Day after the date of the Liquidity Provider Termination Notice.	The Business Day specified by Freddie Mac in the Liquidity Provider Termination Notice (must be between 5 and 10 Business Days after the date of the Mandatory Tender Notice)
<ul style="list-style-type: none"> • A change in the Reset Rate Method from the Weekly Reset Rate Method or Monthly Reset Rate Method to the Monthly Reset Rate Method or the Term Reset Rate Method ⁽²⁾ <i>or</i> • The beginning of a new term if the Term Reset Rate Method was previously and will continue to be in effect ⁽²⁾ 	Freddie Mac sends notice to: <ul style="list-style-type: none"> • Remarketing Agent at least nine Business Days prior to the Term Reset Date and not later than one Business Day after it consents to the change in Reset Rate Method • Holders not later than one Business Day after it consents to the change in the Reset Rate Method 	The Term Effective Date specified in the notice to Holders
A change in the Reset Rate Method to the Weekly or Monthly Reset Rate Method ⁽²⁾	Freddie Mac sends notice to: <ul style="list-style-type: none"> • Remarketing Agent not later than two Business Days after it consents to the change in Reset Rate Method • Holders at least eight Business Days prior to the Reset Rate Method Change Date 	The Reset Rate Method Change Date

- (1) Events of default under the Reimbursement Agreement typically include the following events:
- Freddie Mac does not receive amounts due under the Reimbursement Agreement.
 - The Sponsor fails to perform its obligations under the Reimbursement Agreement or other agreements related to this Series.
 - The interest rate on the Assets converts to a fixed rate without Freddie Mac’s consent.
 - The Sponsor fails to deliver a replacement interest rate hedge when required by the Reimbursement Agreement.
 - The Sponsor challenges the pledge to Freddie Mac of Class B Certificates.
 - The Sponsor breaches certain representations.
- (2) Subject to your Retention Right.

Mandatory Tender Event	Notice Requirements	Mandatory Tender Date
<p>A Special Adjustment Event may occur when:</p> <ul style="list-style-type: none"> • Freddie Mac receives principal on Class B Certificates of another Series that are owned by the Sponsor of this Series⁽³⁾ • A multifamily affordable housing property securing the related Assets does not satisfy conditions specified in the Reimbursement Agreement by a date specified in the Reimbursement Agreement⁽⁴⁾ • An assumption stated or a representation or warranty made in the Reimbursement Agreement is inaccurate. • There is an event of default under the Reimbursement Agreement. 	<p>Freddie Mac sends a Special Adjustment Event Notice to the Remarketing Agent.</p> <p>Freddie Mac sends Holders a Mandatory Tender Notice by 5:00 p.m. on the second Business Day after the date of the Special Adjustment Event Notice.</p>	<p>The date specified by Freddie Mac in the Mandatory Tender Notice (must be between 5 and 10 Business Days after the date of the Mandatory Tender Notice)</p>
<p>At Freddie Mac’s option, when the outstanding balance of the Class A Certificates is less than 5% of the balance of the Assets as of the Closing Date for that Series (a “Clean-Up Event”)</p>	<p>Upon occurrence of a Clean-Up Event, Freddie Mac sends a Clean-Up Notice to the Remarketing Agent.</p> <p>Freddie Mac sends Holders Mandatory Tender Notice by 5:00 p.m. on the second Business Day after the date of the Clean-Up Notice.</p>	<p>The date specified by Freddie Mac in the Mandatory Tender Notice (must be between 5 and 10 Business Days after the date of the Mandatory Tender Notice)</p>
<p>If Partnership Factors apply, the occurrence of certain events of bankruptcy, insolvency or similar proceedings involving the Sponsor (each, a “Sponsor Act of Bankruptcy”)</p>	<p>Freddie Mac sends notice to:</p> <ul style="list-style-type: none"> • Remarketing Agent upon obtaining knowledge of the Sponsor Act of Bankruptcy • Holders by no later than one Business Day after sending notice to the Remarketing Agent 	<p>The fifth Business Day after notice is given to Holders</p>
<p>The Payment Date immediately prior to the “Credit Enhancement Expiration Date” occurs.</p>	<p>Freddie Mac sends notice to the Holders at least 10 days prior to the applicable Payment Date.</p>	<p>The Payment Date immediately prior to the Credit Enhancement Expiration Date.</p>

- (3) The amount of Class A Certificates subject to Mandatory Tender upon the occurrence of this Special Adjustment Event will equal the amount of principal received by Freddie Mac as Pledge Custodian as of the tenth Business Day of the month (rounded down to the nearest \$5,000 increment) which Freddie Mac directs to be used for this purpose.
- (4) The amount of Class A Certificates subject to Mandatory Tender upon occurrence of this Special Adjustment Event will equal the amount needed to satisfy the applicable provision of the Reimbursement Agreement.

Holders of Affected Certificates and Pledged Class A Certificates have no right to tender Affected Certificates or Pledged Class A Certificates for purchase upon the occurrence of a Mandatory Tender Event.

Notice of Mandatory Tender

If a Mandatory Tender Event occurs, Freddie Mac will provide notice to the Remarketing Agent and the Holders as described in the table above. The Mandatory Tender Notice will include each of the following:

- The Mandatory Tender Date.
- A brief statement specifying the applicable Mandatory Tender Event.
- Directions for surrendering tendered Certificates for payment.
- A statement that the Purchase Price payable to the Holders of Class A Certificates tendered pursuant to the Mandatory Tender will be payable on the Mandatory Tender Date, and that interest payable with respect to such Class A Certificates will cease to accrue from and after such Mandatory Tender Date.
- In connection with a Mandatory Tender Event related to Liquidity Provider Termination Event, a Sponsor Event of Bankruptcy or a Clean-Up Event, a statement that Hypothetical Gain Share, if any, will be paid to the Holders of Class A Certificates based upon a valuation of the Assets and a statement that Freddie Mac's responsibilities under the Series Certificate Agreement will terminate.
- If applicable, a statement that Holders of Class A Certificates will have the right to elect to retain such Certificates by delivering a Retention Notice to Freddie Mac as described in *The Certificates — Mandatory Tender — Right to Retain*.
- A statement that even if the Holder of Class A Certificates fails to surrender its Class A Certificates on the Mandatory Tender Date, the Tender Option with respect to such Certificates will terminate on the Mandatory Tender Date, and any Class A Certificates not surrendered on the Mandatory Tender Date will, for all purposes of the Series Certificate Agreement, be deemed to have been surrendered unless the Holder has delivered a conforming Retention Notice.
- A statement that, notwithstanding such Mandatory Tender Notice, Holders of affected Class A Certificates will continue to have the right to exercise the Tender Option in accordance with the terms and provisions of the Series Certificate Agreement; *provided, that*, if the Series is terminated as a result of such Mandatory Tender Event, the Tender Option will terminate at the last applicable time and date on which an Exercise Notice may be given by or on behalf of such Holder in accordance with the terms and provisions of the Series Certificate Agreement.

Freddie Mac will give the Remarketing Agent and DTC a Tender Advice by telecopy, facsimile transmission, electronic mail or similar electronic means of communication by not later than 10:00 a.m. on the second Business Day prior to any Mandatory Tender Date. The Tender Advice will include each of the following:

- The applicable Mandatory Tender Date.
- The aggregate outstanding balance of Class A Certificates subject to Mandatory Tender.
- The Authorized Denominations of Class A Certificates with respect to which conforming Retention Notices have been received by Freddie Mac, if applicable.

Right to Retain

You will have the Retention Right to decline a Mandatory Tender in connection with the following Mandatory Tender Events:

- a Term Effective Date (that is not a Reset Rate Method Change Date).
- a change (but not a continuation) in the Reset Rate Method from a Weekly Reset Rate Method or Monthly Reset Rate Method to a Monthly Reset Rate Method or a Term Reset Rate Method.
- a change (but not a continuation) in the Reset Rate Method from a Term Reset Rate Method or a Monthly Reset Rate Method to a Weekly Reset Rate Method or Monthly Reset Rate Method.

To exercise a Retention Right, a Holder must deliver a Notice (a “**Retention Notice**”) to the Administrator by 12:00 noon on the third Business Day before the related Mandatory Tender Date. The Retention Notice must state the following information:

- The applicable Mandatory Tender Date.
- The outstanding balance of Class A Certificates subject to Mandatory Tender.
- The outstanding balance of Class A Certificates the Holder elects to retain.

Upon the receipt by the Administrator of a Retention Notice, the related Class A Certificates will no longer be subject to the applicable Mandatory Tender. If you exercise the Retention Right your Class A Certificates will not be purchased and you will not receive the Purchase Price.

The Administrator will provide a copy of each Retention Notice to the Remarketing Agent by Electronic Notice, promptly confirmed in writing by mail, not later than the Business Day following the Business Day on which it receives such notice.

Effects of Mandatory Tender

Remarketing

The Remarketing Agent will remarket Class A Certificates tendered pursuant to the following Mandatory Tender Events:

- a Term Effective Date (that is not a Reset Rate Method Change Date).
- a change (but not a continuation) in the Reset Rate Method from a Weekly Reset Rate Method or Monthly Reset Rate Method to a Monthly Reset Rate Method or a Term Reset Rate Method.
- a change (but not a continuation) in the Reset Rate Method from a Term Reset Rate Method or a Monthly Reset Rate Method to a Weekly Reset Rate Method or Monthly Reset Rate Method.

Termination

A Series will terminate upon the occurrence of the following Mandatory Tender Events:

- Liquidity Provider Termination Event.
- Clean-Up Event.
- Credit Enhancement Expiration Date.
- Sponsor Act of Bankruptcy (if Partnership Factors apply).

See *The Agreement — Termination*.

RELEASE EVENT

General

Freddie Mac has the right to redeem all or a portion of the Class A Certificates if any of the following (each, a “**Release Event**”) occurs:

- There is an event of default pursuant to the related Bond Documents or Mortgage Loan Documents.
- A material adverse credit condition exists with respect to the related Bonds or Bond Documents which results in such Bond or Bond Documents being subject to special servicing under the Reimbursement Agreement.
- Freddie Mac reasonably determines that a material adverse credit condition exists with respect to the related Bond Mortgage Documents or Mortgage Loan Agreement.
- A property related to an Asset fails to achieve stabilization.

Freddie Mac will redeem Class A Certificates in an amount equal to the outstanding balance of the affected Bonds or Mortgage Loan, as applicable, on the next Payment Date which occurs at least five Business Days after the date of the Release Event. In addition, Freddie Mac will pay interest on such Class A Certificates through the end of the month preceding such Payment Date, together with Hypothetical Gain Share calculated as described in the Supplement or an exhibit to the Supplement.

The redemption related to a Release Event will reduce the outstanding balance of Class A Certificates.

Sponsor Funded

The Sponsor has the option to fund the Release Purchase Price and have the affected Assets released to it. If the Sponsor makes a principal payment in connection with a Release Event, the Supplement will describe the portion of such principal payment that will be applied to redeem Class A Certificates.

Freddie Mac Funded

If Freddie Mac makes a principal payment in connection with a Release Event, the amount of such principal payment to be paid to the Holders of Class A Certificates will be calculated as follows:

Amount to be paid = $X + Y$

where $X = (60\%)(A + B)$ minus B

and $Y = A$ minus $(X + C$ minus $D + E)$ (*But Y will never be less than \$0*)

and where:

A = the principal amount paid by Freddie Mac related to the applicable Bonds or Mortgage Loans subject to a Release Event during the collection period related to that Payment Date

B = the outstanding principal amount of tax-exempt bonds that financed the same Project as the applicable Bonds

C = the Current Class B Certificate Balance

D = the Minimum Sponsor Interest (\$5,000 where Partnership Factors have not been elected)

E = prior distributions of principal other than to Holders of Class A Certificates (including Pledged Class A Certificates) or Holders of Class B Certificates to pay fees of Freddie Mac, the Remarketing Agent, Servicer or Special Servicer (to the extent not otherwise paid)

This amount will be paid pro rata to Freddie Mac as the Holder of Pledged Class A Certificates and to the other Holders of Class A Certificates.

OPTIONAL DISPOSITION

Holders who have held Class A Certificates for at least one year have the Optional Disposition Right to tender any of those Class A Certificates for purchase.

The Optional Disposition Right may be exercised beginning on the date specified in the Supplement and on every Payment Date thereafter (“**Optional Disposition Date**”) by any Holder of Class A Certificates (except Affected Certificates and Pledged Class A Certificates). However, Optional Disposition is not available unless the Hypothetical Gain Share is greater than zero.

To exercise the Optional Disposition Right a Holder must submit a written notice to the Registrar at least five Business Days before the related Optional Disposition Date. The notice must state each of the following:

- the identity of the Holder.
- that the Holder is the registered owner of a specified amount of Class A Certificates.
- that the Holder is exercising its right to tender such Class A Certificates in exchange for the Optional Disposition Price.

Freddie Mac will notify the Remarketing Agent within one Business Day after it receives an optional disposition notice. Unless otherwise directed by Freddie Mac, the Remarketing Agent will

attempt to remarket Class A Certificates subject to the Optional Disposition Right for settlement on the related Optional Disposition Date.

On the Optional Disposition Date:

- Holders who have exercised the Optional Disposition Right will surrender the Tendered Class A Certificates to Freddie Mac. However, if the Hypothetical Gain Share on an Optional Disposition Date is not greater than zero, that Optional Disposition Date will be cancelled and any Class A Certificates delivered to Freddie Mac for Optional Disposition will be returned to the Holders thereof.
- Freddie Mac will pay the Optional Disposition Price equal to the outstanding balance of such Class A Certificates *plus* any accrued and unpaid interest through the day before the Optional Disposition Date *plus*, from the sources described below, any Hypothetical Gain Share received for any Class A Certificates tendered pursuant to the Optional Disposition Right.

Any Holder of Class A Certificates may request a valuation of the Assets from the Remarketing Agent on any Business Day not earlier than ten Business Days before an Optional Disposition Date. The Remarketing Agent will then determine such valuation for such Business Day in the manner specified in the definition of “Hypothetical Gain Share” in the Supplement or an exhibit to the Supplement. Such valuation will be provided solely for informational purposes and will not be binding.

For each Optional Disposition Date, Freddie Mac will calculate the Hypothetical Gain Share for that Optional Disposition Date. The Purchase Price and Hypothetical Gain Share to fund Optional Disposition may come from several sources:

- The Holder of the Class B Certificates may fund the payment of Hypothetical Gain Share in which case the Purchase Price may be funded by either (i) remarketing of Class A Certificates tendered pursuant to the Optional Disposition Right if the Optional Disposition Date is also a Reset Date and tendered Class A Certificates are to be remarketed on such Reset date, or (ii) a commitment by the Holders of the Class B Certificates to purchase the tendered Class A Certificates for the Purchase Price, provided that each applicable Rating Agency confirms its rating on the Class A Certificates.
- In all other cases, the Purchase Price and Hypothetical Gain Share will be funded from sales of Assets selected by Freddie Mac after consulting the Sponsor.

Freddie Mac will not sell Assets with an aggregate principal amount exceeding the outstanding balance of the Class A Certificates for which the Optional Disposition Right has been exercised. If Assets are sold to fund Optional Disposition, Hypothetical Gain Share shall also be paid from such proceeds, and the Assets sold shall be selected to permit payment of the Purchase Price and Hypothetical Gain Share. If Assets are sold to fund the Purchase Price of Class A Certificates tendered pursuant to the Optional Disposition Right, the Class A Certificates paid as a result shall be cancelled.

GUARANTEES

We guarantee to each Holder of Class A Certificates until the Series terminates:

- The timely payment of interest at the applicable Reset Rate as described under *The Certificates — Payments — Interest*.
- The timely payment of scheduled principal as described under *The Certificates — Payments — Principal*, including payment in full by the applicable Final Payment Date.
- The timely payment of amounts due (other than Redemption Premium) upon the occurrence of any Release Event as described under *The Certificates — Release Event*.
- The payment of any Bankruptcy Coverage Payments as defined in the Supplement or an exhibit to the Supplement.

We do not guarantee the payment of any Redemption Premium or Hypothetical Gain Share.

FORM, HOLDERS AND PAYMENT PROCEDURES

Form of Certificates

DTC is a New York-chartered limited purpose trust company that performs services for its participants (“**DTC Participants**”), mostly brokerage firms and other financial institutions. Class A Certificates are registered in the name of DTC or its nominee. Therefore, DTC or its nominee is the holder of Class A Certificates held on the DTC System.

CUSIP Number

Each class of Certificates for each Series will carry a unique nine-character designation, known as a “**CUSIP Number**,” used to identify that class.

Denominations

Class A Certificates are issued, held, transferred and tendered in minimum original principal balances of \$100,000 and additional increments of \$5,000.

Holders of Class A Certificates

A Holder of a Class A Certificate is not necessarily its beneficial owner. Beneficial owners ordinarily will hold Class A Certificates through one or more financial intermediaries, such as banks, brokerage firms and securities clearing organizations. Your ownership of Class A Certificates will be recorded on the records of the brokerage firm, bank or other financial intermediary where you maintain an account for that purpose. In turn, the financial intermediary’s interest in the Class A Certificate will be recorded on the records of DTC (or of a DTC Participant that acts as agent for the financial intermediary, if the intermediary is not itself a DTC Participant).

A Holder that is not also the beneficial owner of a Class A Certificate, and each other financial intermediary in the chain between the Holder and the beneficial owner, will be responsible for establishing and maintaining accounts for their customers. Freddie Mac will not have a direct obligation to a beneficial owner of a Class A Certificate that is not also the Holder. DTC will act only upon the instructions of the applicable DTC Participant in recording transfers of Class A Certificates.

Freddie Mac, the Registrar and DTC may treat the Holder as the absolute owner of a Class A Certificate for the purpose of receiving payments and for all other purposes, regardless of any notice to the contrary. Your rights as a beneficial owner of a Class A Certificates may be exercised only through the Holder.

Payment Procedures

We make payments on Class A Certificates held on the DTC System in immediately available funds to DTC. DTC is responsible for crediting the payment to the accounts of the appropriate DTC Participants in accordance with its normal procedures. Each Holder and each other financial intermediary will be responsible for remitting payments to the beneficial owners of Class A Certificates that it represents.

If a principal or interest payment error occurs, we may correct it by adjusting payments to be made on later Payment Dates or in any other manner we consider appropriate.

PREPAYMENT, YIELD AND SUITABILITY CONSIDERATIONS

PREPAYMENTS

The rates of principal payments on the Class A Certificates will depend on the rates of principal payments on the underlying Bonds and Mortgage Loans and the occurrence of Release Events. Principal payments may be in the form of scheduled amortization or partial or full prepayments. Prepayments include:

- Prepayments by the borrower and resulting optional redemptions of the related Bonds.
- Bond redemptions resulting from default, casualty or condemnation.
- Payments we make under our guarantee of principal in connection with a Release Event.
- Other redemptions of the Bonds, including redemptions arising from failure of the property related to the Bonds to achieve occupancy targets.

Unless otherwise specified in the applicable Supplement, the Mortgages may be voluntarily prepaid in whole or in part at any time, subject to any applicable prepayment premiums or lockout periods. If the mortgages underlying the Bonds are voluntarily prepaid, the related Bonds will be redeemed in the amount of the prepayment.

Mortgage prepayment rates may fluctuate significantly over time. Prepayment rates are influenced by many factors, which may exist in multiple combinations, including:

- The age, principal amount, geographic distribution and payment terms of the Mortgages.
- The remaining depreciable lives of the underlying properties.
- The physical condition of the underlying properties (including the presence of any hazardous substances or other environmental problems).
- Any applicable tax laws (including depreciation benefits) in effect from time to time.

- Characteristics of the borrowers (such as credit status and management ability) and their equity positions in the underlying properties.
- Changes in local industry and population migration and relocation as they affect the supply and demand for rental units and rent levels.
- Prevailing rent levels (as may be limited by any applicable rent control or stabilization laws) affecting cash flows from the underlying properties.
- Levels of current mortgage interest rates and borrower refinancing activities.
- Activity of lenders in soliciting refinancing, including refinancing without significant transaction costs by the borrower.
- Attractiveness of other investment alternatives.
- The existence of prepayment premiums or lockout provisions.
- Certain state laws limiting the enforceability of lockout periods and the collection of prepayment premiums.

The characteristics of particular Mortgages may also influence their prepayment rates. Also, different types of Mortgages may be affected differently by the same factor, and some factors may affect prepayment behavior on only some types of Mortgages.

The rate of defaults of the Mortgages will also affect the prepayment behavior of the related Series. Defaults may increase during periods of declining property values or as a result of other factors that decrease borrowers' equity. In addition, mortgage servicing decisions, including seeking alternatives to foreclosure, may impact the prepayment behavior of particular Assets.

The factors affecting the prepayment behavior of the Mortgages differ in certain respects from those affecting the prepayment behavior of single family mortgages. A borrower typically views multifamily properties solely as an investment and, therefore, economic rather than personal considerations primarily will affect the prepayment behavior of the Mortgages. Also, individual Mortgage amounts often are large and one Mortgage is likely to comprise a larger portion of the assets of a Series than would be the case with a pool of single family mortgages. Therefore, principal prepayments may significantly affect the yield on the Class A Certificates if you purchased your certificates at a premium or discount. Similarly, the prepayment behavior of a Series containing only one or a small number of Mortgages is likely to be more volatile than the prepayment behavior of a Series backed by a large number of Mortgages, because a prepayment on a single Mortgage may result in the payment to Holders of a substantial portion of the principal amount of a Series. We cannot make any representation regarding the likely prepayment experience of the Mortgages underlying any Class A Certificate or the particular effect that any factor may have on Mortgage prepayment behavior. For example, although we may expect Mortgages with higher prepayment premiums to prepay less frequently than Mortgages with lower or no prepayment premiums, prepayment premium provisions may or may not effectively deter prepayments. Similarly, lockout provisions may or may not prevent prepayments.

YIELDS

General

In general, your yield on any Class A Certificates will depend on several variables, including:

- The price you paid for the Class A Certificates.
- The interest rate on your Class A Certificates.
- The rate of principal prepayments on the underlying Mortgages.
- The payment delay of your Class A Certificates.

Payment Delay

The effective yield on any Class A Certificates will be less than the yield that its Reset Rate and purchase price would otherwise produce, because the interest payable on the Class A Certificates will accrue during its Accrual Period, which will end approximately 15 days before each Payment Date.

SUITABILITY

Class A Certificates may not be suitable investments for you. You should consider the following before you invest in Class A Certificates.

- Class A Certificates are not appropriate investments if you require a single lump sum payment on a date other than a Purchase Date.
- Class A Certificates are complex securities. Before investing in Class A Certificates, you should be able, either alone or with a financial advisor, to evaluate the information contained and incorporated in this Offering Circular and in the related Supplement. You should evaluate the information in the context of your personal financial situation, the potential loss of the Tender Option upon a Tender Option Termination Event, and your views on possible and likely interest rate and economic scenarios.

This Offering Circular does not describe all the possible risks of an investment in Class A Certificates that may result from your particular circumstances, nor does it project how Class A Certificates will perform under all possible interest rate and economic scenarios. You should purchase Class A Certificates only if you understand and can bear the potential loss of the Tender Option upon a Tender Option Termination Event and the prepayment, yield, liquidity and market risks associated with your investment under a variety of interest rate and economic scenarios. If you purchase Class A Certificates, you need to have enough financial resources to bear all the risks related to your Class A Certificates.

THE AGREEMENT

GENERAL

We create Certificates under the Freddie Mac Multifamily Variable Rate Certificates Standard Terms dated as of the closing date of the related Series (the “**Standard Terms**”). We prepare a “**Series Certificate Agreement**” for each Series of Certificates. For any particular offering, the

Standard Terms and the applicable Series Certificate Agreement together constitute the “**Agreement.**”

Freddie Mac will administer each Series in accordance with the terms of the Agreement. If Freddie Mac is no longer the Administrator of a Series, the obligations of Freddie Mac as administrator and notices to Freddie Mac described in this Offering Circular will be obligations of and notices to the successor administrator, respectively.

Adjustment of Class B Certificate Balances

Decrease in Class B Certificates

Holders of Class B Certificates will have the right to convert a specified balance of Class B Certificates that they hold to an equivalent balance of Class A Certificates if:

- Freddie Mac consents.
- and*
- Either:
 - The proposed conversion date is a Reset Date for the applicable Reset Rate Method.
- or*
- Written consent of 100% of the Holders of Class A Certificates has been obtained.

If the Sponsor is the directing Holder alone, the outstanding balance of Class B Certificates to be converted may be equal to or less than the outstanding balance that it holds, subject to maintaining a minimum outstanding balance of Class B Certificates of \$5,000. If all Holders of Class B Certificates make such direction, the outstanding balance of Class B Certificates to be converted for each such Holder will be proportional to the outstanding balance of each Holder’s Class B Certificates prior to conversion, subject to the Sponsor’s maintaining a minimum outstanding balance of Class B Certificates of \$5,000.

To convert Class B Certificates under this provision, Holders of Class B Certificates will deliver the following items to Freddie Mac at least 15 Business Days prior to the date on which such conversion is to occur:

- a written request to increase the outstanding balance of such Class A Certificates.
- the written consent of Freddie Mac.
- an equivalent outstanding balance of Class B Certificates on the date of the conversion.

Freddie Mac will promptly notify DTC of the resulting reduction in the aggregate outstanding balance of Class B Certificates and the corresponding increase in the aggregate outstanding balance of Class A Certificates and the Liquidity Commitment.

Advances and Advance Charges

Bonds may pay either on a monthly or semi-annual basis. As Administrator, Freddie Mac may make Administrator Advances to provide a regular flow of payments to Holders on each monthly Payment Date if Bonds make semi-annual payments as described below.

Freddie Mac to Make Administrator Advances

Freddie Mac may, but need not, make Advances to Holders of Class A Certificates on a Payment Date in an amount up to the Required Class A Certificate Interest Distribution Amount for the prior Accrual Period. The decision by Freddie Mac to make an Administrator Advance of any amount will be made in the sole discretion of Freddie Mac and no decision to make an Administrator Advance will impose any obligation to make an Administrator Advance of any further amount. On each occasion when Freddie Mac determines to make an Administrator Advance, Freddie Mac will notify the Remarketing Agent of such determination prior to 12:00 noon, on the Business Day prior to such Payment Date.

Repayment of Administrator Advances

Freddie Mac will be entitled to reimburse itself for Administrator Advances from amounts deposited in the Distribution Account or from proceeds of the sale of Assets.

Administrator Advance Charge

Freddie Mac will be entitled to receive a fee equal to the Accrued Advance Charges, computed on the amount of outstanding Administrator Advances on each day multiplied by the prime rate of interest in effect on such date, divided by 365. Prime rate will equal the prime or base lending rate of major banks as published in *The Wall Street Journal*.

Payment of Administrator Advance Charge

Administrator Advance Charges will be paid from Available Funds derived from interest payments on Assets or funds in the Holdback subaccount before payments to Class A Holders on each Payment Date, to the extent available, and as elsewhere provided in the Series Certificate Agreement upon the withdrawal, sale or redemption of Assets.

Each Holder of Certificates, by its purchase thereof, authorizes Freddie Mac to deduct from payments on the Assets any unreimbursed Administrator Advances and any unpaid Administrator Advance Charges, and accrued fees and reimbursements due to Freddie Mac, the Remarketing Agent and the Servicer.

If Freddie Mac determines not to make Administrator Advances for any reason, interest distributions on the Class A Certificates will be made on each Payment Date in the manner described in *The Certificates — Payments — Interest*. After the payment of Administrator Fees and Administrator Advance Charges, all amounts in the Distribution Account related to interest or holdback requirements will be paid immediately to Holders of Class A Certificates on each Payment Date. Interest on the Class A Certificates will continue to accrue at the Reset Rate in effect for each Accrual Period without an increase in the accrual rate for any delay in payment.

Payment of Expenses

Freddie Mac will be paid certain fees related to each Series. The Sponsor will pay Freddie Mac an issuance fee on the Closing Date of each Series. The Sponsor will pay the following expenses:

- (i) to Freddie Mac the Administrator Fee (to the extent not paid from funds received by the Series Pool),

- (ii) to the Remarketing Agent the Remarketing Agent Fee (to the extent not paid from funds received by the Series Pool),
- (iii) to the Initial Purchaser or Placement Agent any amounts owed to the Initial Purchaser pursuant to the Remarketing Agreement in connection with issuing and selling the Class A Certificates and in connection with preparing all related offering documents;
- (iv) except as otherwise expressly provided in the Series Certificate Agreement, to Freddie Mac all reasonable out-of-pocket expenses, disbursements and advances made by it in accordance with any provision of the Series Certificate Agreement (including the reasonable compensation, expenses and disbursements of its respective agents and counsel), except any such expense, disbursement or advance as may be attributable to its gross negligence, bad faith, fraud or willful misconduct;
- (v) any penalties, and interest on penalties, imposed on the Series relating to a Section 761 Election as set forth in Section 11.08 of the Agreement; and
- (vi) any amounts required to be paid by it pursuant to the Agreement, the Remarketing Agreement, the Reimbursement Agreement, the Certificates and the Certificate Purchase Agreement.

Resignation or Removal of the Remarketing Agent

The Remarketing Agent may resign upon giving of 30 days' written notice to the Holders of Class B Certificates and Freddie Mac. If the Remarketing Agent duly notifies the Class B Certificate Holders and Freddie Mac, it will be discharged from its duties under the Series Certificate Agreement. Upon receiving such notice of resignation, Freddie Mac will promptly appoint a successor Remarketing Agent.

The Remarketing Agent may be removed without cause on ten days' written notice at the written request of Freddie Mac. Upon any such removal of the Remarketing Agent, Freddie Mac will promptly appoint a successor Remarketing Agent.

Any removal or resignation of the Remarketing Agent and any appointment of a successor Remarketing Agent will not become effective until the successor Remarketing Agent accepts its appointment in form acceptable to Freddie Mac.

VARIOUS MATTERS REGARDING FREDDIE MAC

Freddie Mac and its directors, officers, employees and agents will not be liable to Holders for any action taken or omitted in good faith or for errors in judgment.

In addition, Freddie Mac need not appear in any legal action that we believe may result in any expense or liability for which repayment of such expenses or indemnity for such liability is not adequately assured. However, Freddie Mac may undertake any legal action that we believe is necessary or desirable in the interests of the Holders.

Freddie Mac may acquire all or part of the Certificates of any Series of Class A Certificates. The Certificates we hold will be treated the same as Certificates of the same Class held by other Holders.

The Agreement will be binding upon any successor to Freddie Mac.

EVENTS OF DEFAULT

Events of Default under the Agreement are:

- Any failure by the Administrator to pay the applicable Certificate Payment Amount, and such failure continues for three Business Days.
- Any failure by Freddie Mac to pay amounts required pursuant to the Credit Enhancement or Liquidity Facility, and such failure continues for three Business Days.
- Any failure by Freddie Mac (or the Administrator, if different than Freddie Mac) to perform any other obligation under the Agreement, if the failure lasts for 60 days after Freddie Mac receives notice from the Holders of at least 60% of the outstanding principal amount of affected Class A Certificates or Class B Certificates, as applicable.

RIGHTS UPON EVENT OF DEFAULT

If an Event of Default under the Agreement is not remedied, the Holders of a majority of the outstanding balance of any affected Class of Certificates may remove Freddie Mac as Administrator and nominate a successor to Freddie Mac as Administrator, except as to its guarantee obligations and its obligation to pay the Purchase Price. That nominee will replace Freddie Mac unless Freddie Mac objects within ten days after the nomination. In that event, either Freddie Mac or anyone who has been a bona fide Holder of an affected Class for at least six months may ask a court to appoint a successor. The court may then appoint a successor to Freddie Mac except as to its guarantee obligations and the obligation to pay the Purchase Price.

Holders of a majority of the outstanding principal amount of any affected Class of Certificates may waive any Event of Default under the Agreement. When any Event of Default under the Agreement is waived, the Event of Default will cease to exist and be deemed cured and not to have occurred for every purpose of the Agreement, but a waiver of an Event of Default will not extend to any subsequent or other Event of Default.

VOTING UNDER ANY UNDERLYING AGREEMENT

Holders of Bonds have various rights under the agreements governing the Bonds. We will hold the Bonds that back Class A Certificates. In our role as provider of the Credit Enhancement and the Liquidity Facility we are appointed as the **“Bondholder Representative.”** If any action, consent or direction from the owners of a Bond is required as provided in the related Bond Documents, the Administrator will solicit our proxy for such vote, consent or direction and the Administrator will vote, consent or otherwise make direction solely in accordance with the written direction of us as the Bondholder Representative.

Holders of Bonds also have the right to consent to amendments to their governing agreements. The Agreement provides that, as the Bondholder Representative, we may consent to such an amendment.

AMENDMENT

12.01(b) Amendment

Section 12.01(b) Amendments are amendments that relate to:

- changes affecting distributions and payments from the Distribution Account;
- changes to the method of determining the Reset Rate or the Reset Rate Method;
- changes related to the Tender Option or Tender Option Termination Events; or
- the provisions regarding amendments to those sections and Section 12.01(b) of the Standard Terms.

Freddie Mac may effect a Section 12.01(b) Amendment upon receiving consent of 100% of the Holders of Class A Certificates affected by the amendment.

Other Amendments

Freddie Mac may cause the Agreement to be amended without the consent of any Holders to:

- Cure any formal defect, omission, inconsistency or ambiguity in the Agreement, if the amendment does not adversely affect Holders in any material way.
- Grant to or confer upon the Administrator any additional rights, remedies, powers or authority that may lawfully be granted or conferred and that are not contrary to or inconsistent with the Agreement.
- Modify, amend or supplement the Agreement as required by a Rating Agency to obtain or maintain a rating or ratings for the Class A Certificates.
- Modify, amend or supplement the Agreement in any other respect, if the amendment does not adversely affect Holders in any material way and the change does not involve a 12.01(b) Amendment.

Freddie Mac also may amend the Agreement in any other way upon receipt of consent of 51% of the outstanding Class A Certificates affected by the amendment.

Amendment Requirements

Any amendment of the Agreement is subject to receipt of the following:

- Consent of the Sponsor, the Remarketing Agent (if the Remarketing Agent is affected by the Amendment) and Holders of 51% of the outstanding Current Certificate Balance of Class B Certificates.

- An opinion of Tax Counsel satisfactory to Freddie Mac and the Sponsor to the effect that the amendment does not adversely affect any of the prior opinions relating to federal income taxation pertaining to the Certificates.
- Each applicable Rating Agency confirms its rating on the Class A Certificates.

Amendment Procedures

Freddie Mac will provide notice of any proposed amendment of the Agreement to Holders at least twenty days prior to the effective date of the amendment. In the case of an amendment that is not a Section 12.01(b) Amendment, if the Reset Rate is a Monthly Reset Rate and the next Purchase Date or Mandatory Tender Date will occur either (i) after the proposed effective date of such amendment or (ii) before the date which is ten Business Days after the Registered Holders receive notice of such amendment, then Holders of Class A Certificates will be permitted to treat the Business Day preceding the proposed effective date of such amendment as a Purchase Date for purposes of exercising their Optional Tender. In the case of a Section 12.01(b) Amendment, Holders of Class A Certificates who elect to exercise their Retention Right will be deemed to have consented to the related amendment.

GOVERNING LAW

The Agreement is to be interpreted in accordance with federal law. If there is no applicable federal precedent and if the application of New York law would not frustrate the purposes of the Freddie Mac Act, the Agreement or any transaction under the Agreement, then New York law will be deemed to reflect federal law.

TERMINATION

The obligations of Freddie Mac, the Remarketing Agent and the Sponsor created under the Series Certificate Agreement (other than the obligations noted below) will terminate upon the earliest of the following events (each of which is a “**Series Termination Event**”):

- the date on which the outstanding balance of Class A Certificates is reduced to zero (the “**Series Expiration Date**”);
- the Exchange Date on which all Certificates are exchanged for Assets or sales proceeds in connection with a Tender Option Termination Event or a Liquidity Failure;
- the Mandatory Tender Date relating to a Mandatory Tender Event arising in connection with a Liquidity Provider Termination Event, a Clean-Up Event, a Credit Enhancement Expiration Date or, if applicable, following a Sponsor Act of Bankruptcy; or
- the date on which the Optional Disposition Right has been exercised with respect to the last Class A Certificate (unless such Class A Certificate has been remarketed).

A Series Termination Event does not terminate the following obligations of Freddie Mac, the Remarketing Agent and the Sponsor:

- The obligation of the Sponsor to make certain payments of expenses.
- If Partnership Factors Apply, the Sponsor's liabilities for certain obligations under the Series Certificate Agreement to the extent not otherwise satisfied.
- Bankruptcy Coverage Payments and payments due upon the termination of such Series.

Termination Procedures

General

If a Series is terminated upon the occurrence of any of the following:

- a Tender Option Termination Event;
- a Liquidity Failure;
- a Terminating Mandatory Tender Date; or
- the Optional Disposition Right has been exercised with respect to the last Class A Certificate

the Series will be terminated by distributing

- the amounts, if any, on deposit in the Asset Payment Subaccount — Interest and/or the Asset Payment Subaccount — Principal to the related Holders, based on their respective outstanding balances and in accordance with their Capital Account Balances.
- the amount in the Asset Payment Subaccount — Holdback to the Holders of Class B Certificates.

So long as the Sponsor maintains the Minimum Sponsor Interest and a Series Termination Event has not occurred, the Series will continue in full force and effect.

Series Expiration Date

If a Series is to be terminated, Freddie Mac will notify the Holders of the pending termination of the Series and of the responsibilities of Freddie Mac, the Remarketing Agent and the Sponsor under the Series Certificate Agreement on a date prior to the Series Expiration Date and the final distribution of a Series of Class A Certificates. This notice will specify:

- the expected final Payment Date.
- the expected principal amount of such final payment.
- the Record Date for such payment (and that the regular Record Date will not apply to the final distribution).
- instructions for presentation and surrender of such Holder's Class A Certificates for cancellation.

Liquidity Failure or a Tender Option Termination Event

If a Series is terminated upon a Liquidity Failure or a Tender Option Termination Event, Freddie Mac will terminate the Series as follows:

- Freddie Mac will provide written notice to the Holders of the pending termination of the responsibilities of Freddie Mac, the Remarketing Agent and the Sponsor under the Series Certificate Agreement.
- On the Business Day immediately preceding such Exchange Date, Freddie Mac will solicit commitments to purchase the Assets from (i) at least three Persons (other than the Remarketing Agent, Freddie Mac or a Holder of Class B Certificates of that Series (and affiliates of each such party)) which customarily provide such bids, including but not limited to investment dealers and brokers that customarily deal in municipal bonds and (ii) the Remarketing Agent, Freddie Mac or a Holder of Class B Certificates, provided, that neither the Sponsor nor any of its Affiliates (“Sponsor Parties”) may purchase the Bonds if any of the Sponsor Parties could receive any of the gain from such sale as either the Holder of Class B Certificates or Class A Certificates. (In connection with any proposed sale of the Bonds, the Sponsor shall direct the Administrator to pay one hundred percent of the potential gain realized on the proposed sale to the Holders of the Class A Certificates (other than any of the Sponsor Parties) if a Sponsor Affiliate is the successful bidder).
- If the Assets can be sold for a price (the “**Required Exchange Price**”) that is at least equal to the sum of (a) accrued and unpaid expenses of the Series (including any Administrator Fee, Freddie Mac Fee, Administrator Advance, Daily Administrator Advance Charges, Servicing Fee and Remarketing Agent Fee), (b) the outstanding balance of the Class A Certificates plus the accrued but unpaid interest thereon and (c) the outstanding balance of the Class B Certificates, the Series will be liquidated as follows:
 - On the Exchange Date Freddie Mac will sell the Assets to the party that has offered the highest price for the Assets by the close of business on the Business Day preceding the Exchange Date; provided however that the Sponsor or 100% Class B Holder may purchase such Assets at a price that exceeds the highest bid.
 - Freddie Mac will distribute the liquidation proceeds from the sale of Assets in the following order of priority:
 1. To pay any accrued and unpaid expenses of the Series (including, but not limited to any Administrator Fee, Credit Facility Fee, Advance, Advance Charges, Liquidity Facility Fee and Remarketing Agent Fee).
 2. To the Holders of Class A Certificates an amount equal to the outstanding balance of their Class A Certificates plus the accrued but unpaid interest thereon.
 3. To the Holders of Class B Certificates an amount equal to the outstanding balance of their Class B Certificates.

4. To the Holders of Class A Certificates the amount of each such Holder's liquidating distribution with respect to the remaining portion of their Capital Account Balance as determined by Freddie Mac in accordance with Section 11.02 of the Standard Terms (generally equal to Gain Share as calculated pursuant to the Series Certificate Agreement).
 5. To the Holders of Class B Certificates the amount of each such Holder's liquidating distribution with respect to the remaining portion of their Capital Account Balance (after taking into account the payment of the outstanding balance made pursuant to step 3) including Gain Share and Market Discount Share.
- If the Assets cannot be sold for a price that is at least equal to the Required Exchange Price, the Series will be liquidated as follows on the Exchange Date:
 - Freddie Mac will sell a principal amount of each Bond or Mortgage Loan, as applicable, equal to the portion of the outstanding balance of that Bond or Mortgage Loan, as applicable, necessary to generate proceeds sufficient to pay any accrued and unpaid expenses of the Series (including, but not limited to any Administrator Fee, Credit Facility Fee, Advances, Advance Charges, Liquidity Facility Fee and Remarketing Agent Fee), determined by multiplying the sum of such expenses by the ratio of the Outstanding Asset Balance to the Aggregate Outstanding Asset Balance.
 - Thereafter Freddie Mac will distribute each Bond or Mortgage Loan, as applicable, on a *pari passu* basis, to the Holders of Certificates in accordance with the Holders pro rata ownership interest in the outstanding Certificates.

Upon the completion of these distributions, all Class B Certificates and Class A Certificates will be canceled.

Terminating Mandatory Tender Date

If a Series is terminated on a Terminating Mandatory Tender Date that is related to a Liquidity Provider Termination Event, a Clean-up Event, a Credit Enhancement Expiration Date, if applicable, or, a Sponsor Act of Bankruptcy, if applicable, Freddie Mac will liquidate the Series as follows:

- On the second Business Day preceding the Terminating Mandatory Tender Date, the Remarketing Agent will solicit commitments to purchase the Assets from at least three Persons (other than the Remarketing Agent, Freddie Mac or a Holder of Class B Certificates of that Series (or the affiliates of each of these parties)) which customarily provide such bids including but not limited to investment dealers and brokers that customarily deal in municipal bonds and (ii) the Remarketing Agent, Freddie Mac or a Holder of Class B Certificates, provided, that Sponsor Parties may not purchase the Bonds if any of the Sponsor Parties could receive any of the gain from such sale as either the Holder of Class B Certificates or Class A Certificates. (In connection with any proposed sale of the Bonds, the Sponsor shall direct the Administrator to pay one hundred percent of the potential gain realized on the proposed sale to the Holders of the

Class A Certificates (other than any of the Sponsor Parties) if a Sponsor Affiliate is the successful bidder).

- If the Assets can be sold for a price (the “**Terminating Mandatory Tender Date Required Exchange Price**”) that is at least equal to the sum of (a) accrued and unpaid expenses of the Series (including any Administrator Fee, Freddie Mac Fee, Administrator Advance, Daily Administrator Advance Charges, Servicing Fee and Remarketing Agent Fee), (b) Hypothetical Gain Share, if any, unpaid by any Holder or Holders of Class B Certificates at their election after inquiry by Freddie Mac, (c) reimbursements due Freddie Mac under the Reimbursement Agreement, (d) the outstanding balance of the Class B Certificates, and (e) the amount of each Holder of Class B Certificates remaining portion of their Capital Account Balances (after taking into account the payment in clause (d)) including Gain Share and Market Discount Share, the Series will be liquidated as follows:
 - On the Exchange Date Freddie Mac will sell the Assets to the party that has offered the highest price for the Assets by the close of business on the Business Day preceding the Exchange Date; provided, however, that the Sponsor or 100% Class B Holder may purchase such Assets at a price that exceeds the highest bid.
 - Freddie Mac will distribute the liquidation proceeds from the sale of Assets in the following order of priority:
 1. To pay any accrued and unpaid expenses of the Series (including, but not limited to any Administrator Fee, Credit Facility Fee, Advance, Advance Charges, Liquidity Facility Fee and Remarketing Agent Fee).
 2. Hypothetical Gain Share, if any, unpaid by any Holder or Holders of Class B Certificates at their election after inquiry by Freddie Mac.
 3. To reimburse Freddie Mac for all amounts owed under the Reimbursement Agreement.
 4. To the Holders of Class B Certificates an amount equal to the outstanding balance of their Class B Certificates.
 5. To the Holders of Class B Certificates the amount of each such Holder’s liquidating distribution with respect to the remaining portion of their Capital Account Balance (after taking into account the payment of the outstanding balance made pursuant to step 3) including Gain Share and Market Discount Share.
- On the Terminating Mandatory Tender Date, if the Assets cannot be sold for the Terminating Mandatory Tender Date Required Exchange Price Freddie Mac will sell the Bonds to the extent necessary to pay (i) any accrued and unpaid expenses of the Series (including, but not limited to, Administrator Fee, Credit Facility Fee, Advances, Liquidity Facility Fee, Advance Charges and Remarketing Agent Fee) and (ii) Hypothetical Gain Share, if any, as calculated by Freddie Mac. Funds to pay the Hypothetical Gain Share will come from (i) first, amounts provided by the Holders of Class B Certificates to Freddie Mac on such Terminating Mandatory Tender Date at

their election after inquiry by Freddie Mac and (ii) second, from sales proceeds as described in the preceding paragraph.

- The remaining Assets will be distributed to the Pledge Custodian to be held pursuant to the Reimbursement Agreement.

When the distributions required pursuant to the preceding paragraphs have been completed, all Class A Certificates and Class B Certificates will be canceled.

Optional Disposition Date

If a Series is terminated upon exercise of the Optional Disposition Right with regard to the last outstanding Class A Certificates, the termination will be effected as described above under *The Certificates — Optional Disposition*.

Failure to Surrender Certificates for Final Distribution

If a Holder of Class A Certificates fails to tender its Certificates on or prior to the Payment Date on which the Series terminates, any funds not distributed to any Holder of Certificates on such Payment Date will be set aside and credited to the account of the applicable non-tendering Holder. If any such Certificates are not surrendered for cancellation within six months after the time specified in the notice of Series Expiration, Freddie Mac or any Paying Agent will mail a second notice to the remaining non-tendering Holders to surrender their Certificates for cancellation in order to receive the final distribution with respect to their Certificates. If any such Certificates are not surrendered for cancellation within one year after the second notice, Freddie Mac or any Paying Agent will, directly or through an agent, make a reasonable effort to contact the Holders of any Certificates remaining outstanding. Any amounts held as described above will not be invested. The costs and expenses of maintaining the funds and of contacting non-tendering Holders will be paid out of the assets remaining in such funds prior to any distribution to such Holders. If any such Certificates are not surrendered within two years after the second notice, Freddie Mac or any Paying Agent will thereafter hold such amounts for the benefit of such Holders, subject to any applicable escheat statutes. No interest will accrue or be payable to any Holder on any amount held as a result of the Holder's failure to surrender its Certificates for final payment in accordance with this paragraph.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES

GENERAL

Any discussion of the Federal tax issues set forth in this Offering Circular was written to support the promotion and marketing of the transactions described herein. Such discussion was not intended or written to be used, and it cannot be used, by any person for the purpose of avoiding any tax penalties that may be imposed on such person. Each investor should seek advice based on its particular circumstances from an independent tax advisor.

The following discussion is a general summary of certain federal income tax consequences of the purchase, ownership and disposition of Class A Certificates issued as part of a Series. This summary is based on the Code, as well as final, temporary and proposed Regulations, administrative pronouncements of the Internal Revenue Service (the “**Service**”) and judicial decisions, all as in

effect on the date hereof, and all of which are subject to change or possible differing interpretation. Legislative, judicial and administrative changes may occur, possibly with retroactive effect, affecting the accuracy of the statements and conclusions set forth herein. No rulings will be sought or obtained from the Service regarding the classification of any Series as a partnership for federal income tax purposes (the “**Partnership**”) or any other federal income tax consequences described herein, and there can be no assurance that the Service will agree with the conclusions expressed herein. This summary is directed solely to Holders that are “U.S. persons,” within the meaning of the Code, that purchase Class A Certificates at their initial issuance for cash and that will hold the Class A Certificates as capital assets (generally, property held for investment). This summary does not purport to address all federal income tax matters that may be relevant to the particular circumstances of Holders, or to Holders that may be subject to special federal income tax rules (including financial institutions, regulated investment companies, broker/dealers and partnerships and other pass-through entities and persons subject to the alternative minimum tax). For purposes of this summary, references to “Holders” are to the beneficial owners of the Class A Certificates.

Prospective investors in Class A Certificates should consult their own tax advisors concerning the tax consequences to them of the purchase, ownership and disposition of Class A Certificates under federal tax law, as well as under the tax law of any relevant state, local or foreign jurisdiction.

TAXATION OF HOLDERS

Classification as a Partnership

With respect to each issuance of Class A Certificates of a Series, Special Tax Counsel will deliver its opinion, as of the Closing Date, to the effect that, for federal income tax purposes, (i) the Series will be classified as a Partnership (rather than an association taxable as a corporation), (ii) such Partnership, even if publicly traded, will not be taxable as a corporation under section 7704 of the Code and (iii) each Holder of Class A Certificates will be treated as a partner in such Partnership. Such opinion will be based on certain representations and assumptions, including the assumption that there will be full compliance with all terms of the related Series Certificate Agreement and other transaction documents, and that all representations or certifications set forth in such documents or provided to Special Tax Counsel are accurate and complete, and will be subject to customary limitations and conditions. In rendering its opinion, Special Tax Counsel will rely upon its conclusions that (i) applicable Regulations do not require the classification of each Series as an association (taxable as a corporation), (ii) the passive nature of the income from the Bonds and Mortgages will qualify the Series for an exemption from the Code section 7704 rule that publicly traded partnerships are taxable as corporations, and (iii) the Class A Certificates will not be treated as indebtedness of the related Series, Freddie Mac or the Holders of the Class B Certificates.

The opinion of Special Tax Counsel represents only its best legal judgment and, unlike a ruling obtained from the Service, has neither binding effect on the Service nor official status of any kind. There is no authority that addresses facts that are substantially similar to those involved in the issuance of Class A Certificates of a Series, so there can be no assurance that the Service or a court will agree with the opinion of Special Tax Counsel. If, contrary to the opinion of Special Tax Counsel, a Series were classified as an association taxable as a corporation, rather than as a partnership, distributions to Holders generally would be treated as taxable dividends, and the

amounts available for distribution in respect of the Class A Certificates could be significantly reduced.

Each Holder of Class A Certificates will acknowledge and agree (by its purchase of Class A Certificates) that the related Series will be treated for federal income tax purposes as a Partnership in which such Holder is a partner. No Holder of Class A Certificates or other person is authorized to elect under section 301.7701-3(c) of the Regulations, or under any applicable state or local tax law, to have the related Series classified as an association (taxable as a corporation) for federal, state or local tax purposes. The remainder of this summary assumes that each Series will be treated as a Partnership that is not taxable as a corporation, and that the Class A Certificates will constitute equity interests in such Partnership for federal income tax purposes.

Tax Treatment of Holders

General. As a partner in a Partnership, each Holder of Class A Certificates will be allocated a distributive share of the taxable income, gains, losses, deductions and other tax items of the Series (even if no cash or other property is distributed to the Holder of Class A Certificates), and will be required to take such items into account in determining its own federal income tax liability. The amount of taxable income, gains, losses, deductions and other tax items of the Series allocated to a Holder of Class A Certificates generally will be based upon the terms of the Class A Certificates and the Series. In determining its taxable income, gains, losses, deductions and other tax items, the Series will report on the basis of the calendar year, and will use the accrual method of accounting.

The Bonds and Mortgages held by the Series will generate ordinary income and/or capital gain or loss to the Series. The Series also will incur various expenses, which may be considered “miscellaneous itemized deductions” for a Holder of Class A Certificates that is an individual, estate or trust. Expenses constituting miscellaneous itemized deductions are deductible only to the extent that such amounts exceed 2% of the “adjusted gross income” of the individual, estate or trust.

Holders of Class A Certificates should consult their own tax advisors concerning the potential federal income tax consequences of the Series’ potential investments, income, gains, losses and expenses.

Distributions of Cash. Distributions of cash by a Partnership to a partner generally are not taxable to the partner to the extent that the amount of cash does not exceed the partner’s tax basis in its Partnership interest. (See “Holder’s Tax Basis in Class A Certificates,” below.) Thus, a Holder of Class A Certificates will not be separately taxable on the receipt of a cash distribution from the Series as long as the distribution does not exceed the Holder’s tax basis in the Class A Certificates (as adjusted to reflect allocations of taxable income, gain, loss, deduction and other tax items of the Series). A Holder of Class A Certificates generally will recognize capital gain in the amount of any distribution that exceeds the tax basis of the Holder in the Class A Certificates.

Holder’s Tax Basis in Class A Certificates

A Holder’s initial tax basis in Class A Certificates generally will equal the cash paid for such Class A Certificates, increased by such Holder’s share of any liabilities of the Series. A Holder’s tax basis in Class A Certificates will be increased by (a) the amount of cash and the adjusted tax basis of any property that is subsequently contributed by the Holder, (b) the Holder’s distributive share of the Series’ taxable income and gain and (c) any increase in the Holder’s share of the liabilities of

the Series. A Holder's tax basis in Class A Certificates will be decreased (but not below zero) by (a) the amount of any cash or the adjusted tax basis of any assets of the Series that are distributed to the Holder, (b) the Holder's distributive share of the losses and deductions of the Series, (c) the Holder's share of any expenditures of the Series that are neither deductible nor properly chargeable to a capital account, and (d) any decrease in the Holder's share of the liabilities of the Series. The Series is not expected to have any significant liabilities allocable to Holders of Class A Certificates.

Sale of Class A Certificates

If a Holder sells Class A Certificates, gain or loss generally will be recognized by the Holder in an amount equal to the difference between the amount realized on the sale and the Holder's adjusted tax basis in such Class A Certificates. The amount realized will include the actual proceeds of the sale, and the amount of the reduction in the Holder's share of the liabilities of the Series. Any gain or loss generally will be taxable as capital gain or loss, except that the gain will be characterized as ordinary income to the extent attributable to the Holder's allocable share of certain ordinary income assets of the Series. Capital gain of certain non-corporate Holders (including individuals) is eligible to be taxed at reduced rates where the Class A Certificates have been held for more than one year. The ability of a Holder to deduct capital loss recognized on the sale of Class A Certificates is subject to limitations under the Code.

Passive Activity Income and Loss

Certain taxpayers (including individuals) are subject to "passive activity loss" rules under Section 469 of the Code. Under these rules, losses from a passive activity may not be used to offset income derived from any source other than passive activities. Losses that cannot be currently used under the passive activity loss rules may be carried forward indefinitely until there is passive activity income or a disposition of the interest in the passive activity. Under current temporary Treasury regulations, income or loss from the Assets held by the Series generally will not constitute income or loss from a passive activity to the extent that such assets generate "portfolio income" under those regulations. Final Treasury regulations may modify the temporary Treasury regulations.

Tax Reporting by the Series

A federal partnership information return will be filed on an annual basis on behalf of the Series, but the Series itself will not be subject to federal income tax as an entity. Each Holder of Class A Certificates will be required to report on such Holder's own federal income tax return (i) the amounts of taxable income, gain, loss, deduction and other tax items of the Series that are allocated to such Holder, even if no cash or other property is distributed to the Holder, and (ii) any gain that the Holder may be required to recognize in respect of certain distributions in excess of the Holder's tax basis in the Class A Certificates. As a consequence, a Holder's taxable income in respect of an investment in Class A Certificates (and possibly the federal income tax payable with respect to such income) may exceed the cash or other property actually distributed to such Holder.

The Code generally requires items of Partnership income and deduction to be allocated among the transferors and transferees of an interest in the Partnership, as well as among partners whose interests vary during the year, so as to take into account their varying interests in the Partnership during the year. The pertinent legislative history indicates that allocations made on a reasonable basis, such as pursuant to a monthly convention, will be permitted. Freddie Mac, in its discretion,

will adopt procedures on behalf of the Series for purposes of allocating income and deductions in accordance with the varying interests of Holders. It is not certain, however, that the Service will accept the allocation method used.

The Series will furnish annually to each Holder of Class A Certificates a Schedule K-1 (IRS Form 1065) setting forth such Holder's distributive share for the relevant taxable year of the Holder's distributive share of the taxable income, gain, loss, deduction and other tax items of the Series for use in the preparation of the Holder's own federal income tax return. The preparation and filing of each Holder's federal income tax return, however, will be the responsibility of such Holder and not of the Series. Each Holder will be required to report the tax items of the Series in a manner that is consistent with the treatment reported on the federal partnership information return filed for the Series or, if a Holder takes an inconsistent position, to file a statement with its federal income tax return identifying the inconsistency.

The Code provides for optional adjustments to the basis of partnership property upon distributions of partnership property to a partner (Section 734) and transfers of partnership interests (Section 743), provided that a partnership election has been made pursuant to Section 754 (the "section 754 election"). Pursuant to recently enacted legislation, the Series generally would be required to make adjustments to the tax basis of its assets in the case of (i) a distribution of an asset to a Holder where the tax basis of the asset would have been reduced by more than \$250,000 if the Series had made a section 754 election and (ii) a transfer of a Holder's interest in the Series where the adjusted tax basis of the Series' assets exceeds their fair market value by more than \$250,000. Although the Series would not be required to make adjustments to the tax basis of its assets in the case of transfer of a Holder's interest in the Series if it qualifies as an "electing investment partnership," the Series is not expected to so qualify.

Discount and Premium

The purchase price paid by a Series for Bonds or Mortgages, as applicable, may be greater or less than the stated redemption price at maturity of the Assets (or, in the case of Assets issued with original issue discount, the "revised issue price" thereof), in which case the Assets will be considered to have amortizable bond premium or market discount, respectively. The market discount will be considered to be zero if it is less than a statutorily defined de minimis amount, and the Supplement will identify any Assets acquired at a market discount in excess of the applicable de minimis amount. Generally, any gain on the sale, redemption or other disposition of Assets acquired at a market discount will be taxable as ordinary income, instead of capital gain, to the extent of the accrued market discount thereon. Amortizable bond premium on Assets can be amortized over the remaining term of the Assets (or to an earlier call date if it produces greater annual amortization) using a constant yield method; the amortization will reduce the owner's tax basis for the Asset.

Under the related Series Certificate Agreement, any amortizable bond premium and any market discount on the Assets at the time of acquisition by a Series will be allocated, and will economically accrue, entirely to the Class B Certificates, and no market discount or amortizable bond premium will be allocated, or will economically accrue, to the Class A Certificates. Accordingly, an initial Holder of Class A Certificates generally will recognize capital gain or loss, if any, upon the sale, redemption or other disposition of Class A Certificates (or the Assets of the related Series), and neither will be required to recognize a portion of any resulting gain as ordinary income in respect of accrued market discount, nor will be permitted to claim deductions for

amortizable bond premium during the period of ownership of the Class A Certificates. Prospective investors should be aware that there are no authorities addressing facts that are substantially similar to those involved in the issuance of Class A Certificates of a Series, so there can be no absolute assurance that the Service or a court will agree with the conclusions expressed herein. If the Service were to successfully challenge the allocation in the related Series Certificate Agreement of market discount entirely to the Class B Certificates, a Holder of Class A Certificates might recognize ordinary income upon the sale, redemption or other disposition of Assets or, possibly, upon the sale, redemption or other disposition of Class A Certificates.

CERTAIN STATE AND LOCAL TAXATION MATTERS

Prospective Holders of Class A Certificates should consider, in addition to the federal income tax consequences described above, the potential state and local tax considerations that may be relevant to an investment in the Series.

State and local laws often differ from federal income tax laws with respect to the treatment of specific items of taxable income, gain, loss, deduction and other tax items. A Holder's distributive share of the taxable income, gain, loss deduction and other tax items of the Series generally will be required to be taken into account in determining its reportable income for state and local tax purposes in the jurisdiction in which the Holder is a resident. However, there can be no assurance that the treatment of any particular tax item for state or local tax purposes will not differ from the reported federal income tax treatment.

THE FOREGOING DISCUSSION OF FEDERAL, STATE AND LOCAL INCOME TAX CONSIDERATIONS IS INTENDED AS GENERAL INFORMATION ONLY, AND SHOULD NOT BE REGARDED AS TAX ADVICE OR AS A SUBSTITUTE FOR CAREFUL TAX PLANNING. ACCORDINGLY, EACH PERSON CONTEMPLATING AN INVESTMENT IN THE SERIES SHOULD CONSULT SUCH PERSON'S TAX COUNSEL OR OTHER ADVISORS WITH SPECIFIC REFERENCE TO SUCH PERSON'S OWN TAX SITUATION.

LEGAL INVESTMENT CONSIDERATIONS

You should consult your own legal advisors to determine whether Class A Certificates are legal investments for you and whether you can use Class A Certificates as collateral for borrowings. In addition, financial institutions should consult their legal advisors or regulators to determine the appropriate treatment of Class A Certificates under any applicable risk-based capital or similar rules.

If you are subject to legal investment laws and regulations or to review by regulatory authorities, you may be subject to restrictions on investing in some types of Class A Certificates or in Class A Certificates generally. Institutions regulated by the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of Thrift Supervision, the National Credit Union Administration, the Treasury Department or any other federal or state agency with similar authority should review applicable regulations, policy statements and guidelines before purchasing or pledging Class A Certificates.

DISTRIBUTION ARRANGEMENTS

For each series of Class A Certificates, Freddie Mac will enter into a purchase or placement agreement and remarketing agreement with one or more underwriters and/or remarketing agents, who will offer the Class A Certificates of that Series as described in the related Supplement. Underwriters, remarketing agents and their affiliates may engage in other transactions with and perform services for Freddie Mac in the ordinary course of business. Freddie Mac, the underwriters, remarketing agents, or other parties may receive compensation, trading gain or other benefits in connection with such transactions.

Freddie Mac may retain or repurchase Class A Certificates for its own portfolio, and may tender or re-offer such Class A Certificates from time to time. These transactions may affect the Reset Rate of Class A Certificates. The Remarketing Agent for a Series of Class A Certificates may buy, sell and make a market in Class A Certificates, but is not obligated to do so in all cases. The secondary market for Class A Certificates may be limited.