

## EUROPEAN RISK RETENTION LETTER OF

Federal Home Loan Mortgage Corporation  
8200 Jones Branch Drive  
McLean, Virginia 22102

June 1, 2016

U.S. Bank National Association  
One Federal Street, 3<sup>rd</sup> Floor  
Boston, Massachusetts 02110  
Attention: Global Structured Finance /STACR<sup>®</sup> 2016-HQA2

**Re: The issue by the Issuer of U.S. \$134,000,000 Class M-1 unsecured floating rate notes due November 2028 (the “Class M-1 Notes”), U.S. \$201,000,000 Class M-2 unsecured floating rate notes due November 2028 (the “Class M-2 Notes”), U.S. \$134,000,000 Class M-3A unsecured floating rate notes due November 2028 (the “Class M-3A Notes”), U.S. \$134,000,000 Class M-3B unsecured floating rate notes due November 2028 (the “Class M-3B Notes” and, collectively with the Class M-3A Notes, Class M-2 Notes and Class M-1 Notes, the “Original Class M Notes”), and U.S. \$24,000,000 Class B unsecured floating rate notes due November 2028 (the “Class B Notes” and, collectively with the Original Class M Notes, the “Original Notes”) of which the Class M-2 Notes, the Class M-3A Notes and the Class M-3B Notes (collectively, the “Exchangeable Notes”) are modifiable and combinable with the Modifiable And Combinable STACR<sup>®</sup> Notes, which are interests in the Exchangeable Notes identified on Appendix II to the Debt Agreement (the “MAC Notes” and, together with the Original Notes, the “Notes”), and vice versa.**

This “**European Risk Retention Letter**” is being delivered to the addressee hereto in connection with the issuance by the Federal Home Loan Mortgage Corporation (the “**Issuer**”) of the Notes pursuant to (a) a debt agreement dated as of the Closing Date (the “**Debt Agreement**”) between the Issuer and the Holders of the Notes, (b) a global agency agreement dated as of the Closing Date (the “**Global Agency Agreement**”) between the Issuer and the Global Agent, and (c) an exchange administration agreement dated as of the Closing Date (the “**Exchange Administration Agreement**”) between the Issuer and the Exchange Administrator.

### 1 DEFINITIONS

All capitalized terms used but not defined herein shall have the meanings given to such terms in the Debt Agreement. The following capitalized terms shall have the following meanings:

“**Applicable Investor**” means each Holder of a beneficial interest in any Notes that is (i) an EEA credit institution or investment firm, (ii) an EEA insurer or reinsurer, (iii) an EEA undertaking for collective investment in transferable securities (UCITS) or (iv) an alternative investment fund to which EU Directive 2011/61/EU applies.

“**EEA**” means the European Economic Area.

## 2 REPRESENTATIONS

The Issuer represents and warrants to the addressee hereof:

- (a) the Issuer confirms it is a corporate instrumentality of the United States created pursuant to an Act of Congress on July 24, 1970 (Title III of the Emergency Home Finance Act of 1970, as amended, 12 U.S.C. §§1451-1459, hereinafter referred to as the “**Freddie Mac Act**”), has full power and authority to own its assets and the securities proposed to be owned by it including the Retained Interest and to transact the business in which it is presently engaged;
- (b) the Issuer has full power and authority to execute and deliver this European Risk Retention Letter and perform all of its obligations required hereunder and has taken all necessary action to authorize this European Risk Retention Letter on the terms and conditions hereof and the execution, delivery and performance of this European Risk Retention Letter and the performance of all obligations imposed upon it hereunder. No consent of any other person and no licence, permit, approval or authorization of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority, other than those that have been or shall be obtained in connection with this European Risk Retention Letter, is required by the Issuer in connection with this European Risk Retention Letter or the execution, delivery, performance, validity or enforceability of this European Risk Retention Letter or the obligations imposed upon it hereunder; and
- (c) this European Risk Retention Letter constitutes the legally valid and binding obligations of the Issuer enforceable against the Issuer in accordance with its terms, subject, as to enforcement, to (i) the effect of bankruptcy, examination, insolvency or similar laws affecting generally the enforcement of creditors' rights, as such laws would apply in the event of any bankruptcy, examination, receivership, insolvency or similar event applicable to the Issuer and (ii) general equitable principles (whether enforceability of such principles is considered in a proceeding at law or in equity).

## 3 COVENANTS

The Issuer hereby agrees, and irrevocably and unconditionally undertakes to the Global Agent, for the benefit of each Applicable Investor, that, in connection with Article 405(1) of EU Regulation 575/2013, technical standards in relation thereto adopted by the European Commission and guidelines and other materials published by the European Banking Authority in relation thereto (collectively, “**Article 405(1)**”), on an ongoing basis, so long as any Notes remain outstanding:

- (a) it will, as originator (as such term is defined for the purposes of Article 405(1)), retain a material net economic interest (the “**Retained Interest**”) in

the transaction constituted by the issuance of the Notes (the “**Transaction**”) of not less than 5% in the form specified in paragraph (a) of Article 405(1) (i.e., retention of not less than 5% of the nominal value of each of the tranches sold or transferred to the investor) by:

- (i) retaining the credit risk on the Class M-1H Reference Tranche, the Class M-2H Reference Tranche, the Class M-3AH Reference Tranche, the Class M-3BH Reference Tranche and the Class B-H Reference Tranche, in each case, in an amount such that it will be not less than 5% of the credit risk on the Class M-1 and Class M-1H Reference Tranches (in the aggregate), the Class M-2 and Class M-2H Reference Tranches (in the aggregate), the Class M-3A and Class M-3AH Reference Tranches (in the aggregate), the Class M-3B and Class M-3BH Reference Tranches (in the aggregate) and the Class B and Class B-H Reference Tranches (in the aggregate), respectively, and
  - (ii) retaining the credit risk on not less than 5% of the Class A-H Reference Tranche and, in the case of any tranching of the Class A-H Reference Tranche, on not less than 5% of each tranche into which the Class A-H Reference Tranche is tranching;
- (b) neither it nor its affiliates will sell, hedge or otherwise mitigate its credit risk under or associated with the Retained Interest or the Reference Obligations, except to the extent permitted in accordance with Article 405(1);
  - (c) it will take such further action, provide such information and enter into such other agreements as may reasonably be required to satisfy Article 405(1) as of the Closing Date and, solely as regards to the provision of information in its possession or that of its affiliates and to the extent the same is not subject to a duty of confidentiality, any time prior to maturity of the Notes;
  - (d) it will confirm its continued compliance with the undertakings set forth in paragraphs (a) and (b) above:
    - (i) on a monthly basis to the Global Agent in writing for reporting to Holders of the Notes;
    - (ii) where the performance of the Notes or the risk characteristics of the Transaction or of the Reference Obligations materially change; or
    - (iii) following a breach of the obligations included in the Debt Agreement, the Global Agency Agreement or the Exchange Administration Agreement; and
  - (e) it will promptly notify the Global Agent in writing if for any reason:
    - (i) it ceases to hold the Retained Interest in accordance with paragraph (a) above, or
    - (ii) it or any of its affiliates fails to comply with the covenants set out in paragraphs (b) and (c) above in any way.

## **4 MISCELLANEOUS**

### **4.1 Governing Law**

This European Risk Retention Letter shall be construed in accordance with and governed by the laws of the United States. Insofar as there may be no applicable precedent, and insofar as to do so would not frustrate the purposes of the Freddie Mac Act or any provision of this European Risk Retention Letter or the transactions governed thereby, the laws of the State of New York shall be deemed reflective of the laws of the United States.

### **4.2 Jurisdiction**

The Issuer irrevocably submits to the non-exclusive jurisdiction of the United States federal court located in the Borough of Manhattan in the City of New York in any action or proceeding arising out of or relating to this European Risk Retention Letter, and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such federal court.

### **4.3 Notices**

Any notice or demand to be given, made or served for any purposes under this European Risk Retention Letter shall be given, made or served by sending the same by pre-paid post (first class if inland, first class airmail if overseas), facsimile transmission or e-mail or by delivering it by hand as follows:

To the Issuer:

Federal Home Loan Mortgage Corporation  
1551 Park Run Drive  
McLean, VA 22102  
Attention: Kevin Palmer, V.P.—Strategic Credit Costing & Structuring  
Telephone: 571-382-4313  
E-mail: kevin\_palmer@freddiemac.com

with copies to:

Federal Home Loan Mortgage Corporation  
8200 Jones Branch Drive  
McLean, Virginia 22102  
Attention: Vice President & Deputy General Counsel—Mortgage Securities

Very truly yours,

**FEDERAL HOME LOAN MORTGAGE  
CORPORATION**