

COLLATERAL ADMINISTRATION AGREEMENT

dated as of December 17, 2019

among

FREDDIE MAC STACR TRUST 2019-FTR3,

as Issuer,

FEDERAL HOME LOAN MORTGAGE CORPORATION,

and

U.S. BANK NATIONAL ASSOCIATION,

as Indenture Trustee

THIS COLLATERAL ADMINISTRATION AGREEMENT, dated as of December 17, 2019 (as the same may be amended, modified or supplemented from time to time, this “**Agreement**”) is by and among Freddie Mac STACR Trust 2019-FTR3 (the “**Trust**”), Federal Home Loan Mortgage Corporation (“**Freddie Mac**”), and U.S. Bank National Association, as indenture trustee (the “**Indenture Trustee**”).

WITNESSETH:

WHEREAS, the Trust proposes to issue the Notes pursuant to the Indenture of even date herewith (as amended, supplemented or modified from time to time, the “**Indenture**”), among the Trust and U.S. Bank National Association, as Indenture Trustee, Exchange Administrator and Custodian;

WHEREAS, the parties desire for the Trust to provide credit protection with respect to the Reference Obligations to Freddie Mac in exchange for the payment of certain amounts by Freddie Mac to the Trust and other consideration more fully described herein;

WHEREAS, the cash proceeds from the sale of the Notes shall be deposited with the Custodian for investment in Eligible Investments, and with respect to each Payment Date, proceeds of Eligible Investments shall be allocated to pay the Return Amount, if any, due from the Trust to Freddie Mac on such Payment Date prior to being allocated to pay amounts owed on the Notes, including any Notes Retirement Amount due from the Trust to Freddie Mac on such Payment Date; and

WHEREAS, the parties desire to enter into this Agreement in order to effect the foregoing.

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Defined Terms and Rules of Construction.** Reference is made to the Glossary of Defined Terms and Rules of Construction (as the same may be supplemented, amended or modified, the “**Glossary**”) attached as Exhibit A to the Indenture. The Glossary is incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Glossary.

**Section 2. Payments Due from Freddie Mac.** Subject to Sections 4 and 6, on the Business Day prior to each Payment Date, Freddie Mac shall pay to the Trust, by deposit into the Distribution Account or otherwise, (a) the Transfer Amount and (b) the Return Reimbursement Amount, if any, due with respect to such Payment Date.

**Section 3. Payments Due from the Trust.** Subject to Sections 4 and 6, on each Payment Date on which a Tranche Write-down Amount shall be allocated to any Class of Reference Tranche corresponding to a Class of Notes and which reduces the Class Principal Balance of such Corresponding Class of Notes, the Trust shall pay to Freddie Mac, by deposit into an account designated by Freddie Mac, the applicable Return Amount on such Payment Date. The payment obligation of the Trust to pay the Return Amount under this Agreement shall be limited to amounts on deposit in the Custodian Account.

**Section 4. Netting of Payments.** The sum of the Capital Contribution Amount and the Transfer Amount that Freddie Mac shall owe to the Trust with respect to any Payment Date shall not be less than zero. For the avoidance of doubt, with respect to each Payment Date, the sum of the payments due from Freddie Mac to the Trust pursuant to Section 2 above and Section 2 of the Capital Contribution Agreement on the Business Day prior to such Payment Date shall be netted against any payment due from the Trust to Freddie Mac pursuant to Section 3 above on such Payment Date. The parties acknowledge and agree that, as a result, only one party will actually make a payment to the other party with respect to any Payment Date.

**Section 5. Tax Treatment.** Payments under this Agreement shall be treated for federal income tax purposes as provided in the Indenture.

**Section 6. Conditions to Payment.** The obligation of Freddie Mac to pay any Transfer Amount and/or Return Reimbursement Amount and the obligation of the Trust to pay any Return Amount pursuant to Sections 2 and 3, respectively, shall be subject to the following conditions precedent:

- (a) receipt by the Indenture Trustee of the monthly “Reference Pool File” for the related Payment Date in accordance with the terms of the Indenture;
- (b) the Termination Date has not occurred as of any prior Payment Date; and
- (c) receipt by Freddie Mac and the Trust of a Payment Notification pursuant to Section 7.

**Section 7. Calculations.**

(a) Not later than two Business Days prior to each Payment Date, the Indenture Trustee shall calculate the Transfer Amount, Return Reimbursement Amount and Return Amount, if any, payable pursuant to Sections 2 and 3 and deliver a payment notification substantially in the form of Exhibit A (“**Payment Notification**”) to Freddie Mac and the Trust.

(b) Solely for purposes of this Section 7, the Indenture Trustee may conclusively rely upon the information provided to it under the Indenture for inclusion in each Payment Notification and shall have no duty hereunder to verify or recompute any such information.

**Section 8. Term of Agreement.**

(a) Termination Date.

(i) This Agreement shall terminate in its entirety on the Termination Date, which date shall be the earlier to occur of the Scheduled Termination Date and the Early Termination Date.

(ii) The events that may give rise to an Early Termination Date shall be as set forth in the definition of “Early Termination Date” in the Glossary. To the extent an Early Termination Date shall occur as a result of a designation by a party to this Agreement, such Early Termination Date shall occur on the first Payment Date following the date on which such notice becomes effective, unless such notice becomes effective five Business Days or less prior to such Payment Date, in which case the Early Termination Date shall occur on the second Payment Date following the date on which such notice becomes effective, in each case, whether or not the relevant Freddie Mac Default or Optional Termination Event is then continuing.

(iii) In the event an Early Termination Date is so designated, no further payments, other than any unpaid amounts that become payable on or prior to such Early Termination Date, together with interest on any overdue amounts, shall be made under this Agreement. Freddie Mac’s final payment obligations hereunder shall be due on the Business Day prior to the Termination Date and the Trust’s final payment obligations hereunder shall be due on the Termination Date, in each case subject to Sections 4 and 6. The performance of the Reference Pools during the period commencing at the end of the final Reporting Period and continuing until the Termination Date shall be disregarded under this Agreement for purposes of calculating the final payment obligations.

(b) Partial Termination Date.

(i) The parties’ respective payment obligations under this Agreement shall be terminated with respect to any Reference Pool to the extent Freddie Mac designates a Partial Termination Date with respect to such Reference Pool following the occurrence of a Partial Termination Event with respect to such Reference Pool. Freddie Mac’s final payment obligations hereunder with respect to a Reference Pool subject to a Partial Termination Date shall be due on the Business Day prior to the Partial Termination Date and the Trust’s final payment obligations hereunder shall be due on the Partial Termination Date, in each case subject to Sections 4 and 6. The performance of such Reference Pool during the period commencing at the end of the immediately preceding Reporting Period and continuing until the related Partial Termination Date shall be disregarded for purposes of calculating such final payment obligations.

(ii) A Partial Termination Date shall occur on the first Payment Date following the date on which the notice designating such Partial Termination Date becomes effective, unless such notice becomes effective five (5) Business Days or less prior to such Payment Date, in which case such Partial Termination Date shall occur on the second Payment Date following the date on which such notice becomes effective.

**Section 9. Amendments.**

(a) This Agreement may be amended from time to time by mutual agreement of the Trust and Freddie Mac without the consent of the Indenture Trustee or the Noteholders:

(i) to correct, modify or supplement any provision herein which may be inconsistent with the Memorandum;

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

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

(iv) to make any other provisions with respect to matters or questions arising hereunder which may not be inconsistent with the then-existing provisions hereof;

(v) to modify, alter, amend, add to or rescind any provision herein to comply with any applicable rules, regulations, orders or directives promulgated from time to time;

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

(vii) to acknowledge the successors and permitted assigns of any party hereto and the assumption by any such successor or assign of such party's covenants and obligations hereunder in accordance with Section 12;

provided that no such amendment for the specific purposes described in clauses (iii) through (v) above shall adversely affect in any material respect the interests of the Noteholders, as evidenced by the receipt by the Indenture Trustee of an Opinion of Counsel to that effect or, alternatively, in the case of any particular Noteholder, an acknowledgment to that effect from such Noteholder (unless such Noteholder shall have consented to such amendment); and, provided, further that no such amendment may adversely affect Freddie Mac's interests (unless Freddie Mac shall have consented to such amendment); and, provided further, that no such amendment may affect the interests of the Indenture Trustee (unless the Indenture Trustee shall have consented to such amendment); and, provided further, that in each case, Freddie Mac, the Sponsor, the Administrator and the Indenture Trustee shall have received a Tax Opinion.

(b) This Agreement may also be amended from time to time by mutual agreement of the parties hereto and, if any Notes are outstanding, with the written consent of the Indenture Trustee and the consent of Holders of Notes entitled to at least a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges) allocated to each of the Classes of Notes that are materially and adversely affected by such amendment, for any other purpose; provided, that no amendment pursuant to this subsection shall be effective unless the Indenture Trustee shall have provided its consent with respect to such amendment in accordance with the provisions of Section 16.03(c) of the Indenture; and, provided further, that in each case, Freddie Mac, the Sponsor, the Administrator and the Indenture Trustee shall have received a Tax Opinion.

**Section 10. Notices.** All demands, notices and communications required to be delivered to a party hereunder shall be in writing and shall be deemed to have been duly given if (i) personally delivered, (ii) mailed by registered mail, postage prepaid, (iii) delivered by overnight courier, or (iv) transmitted via email, in each instance at the address(es) specified in or otherwise permitted under the Indenture.

**Section 11. Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 12. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, including any successor by operation of law, and permitted assigns. Neither the Trust nor Freddie Mac, without the prior written consent of the other party (in the case of a transfer by the Trust) or without the prior written consent of the Indenture Trustee (in the case of a transfer by Freddie Mac), may transfer (whether by way of security or otherwise) this Agreement or any interest or obligation herein or hereunder, except that:

(a) the Trust or Freddie Mac may make such a transfer pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity, or, in the case of Freddie Mac, pursuant to, in connection with, or in furtherance of, the termination of its conservatorship (but, in each case, without prejudice to any other right or remedy hereunder);

(b) the Trust or Freddie Mac may make such a transfer of all or any part of its interest in any amount payable to it from a defaulting party upon an event of default hereunder; and

(c) Freddie Mac may make such a transfer by way of security or by transferring (by way of security or otherwise) all or any part of its right to receive payments under this Agreement but not legal ownership

interest (such as the grant of a participation or other transfer of its right to receive payment), subject to its related obligations hereunder.

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

**Section 13. Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall together constitute but one and the same agreement. Delivery of an executed counterpart of a signature page by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 14. Headings.** The section headings in this Agreement have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

**Section 15. Governing Law; Jurisdiction.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW). EACH PARTY HERETO HEREBY SUBMITS (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT LOCATED IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY, SOLELY WITH RESPECT TO MATTERS ARISING UNDER THIS AGREEMENT, AND EACH WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL IN ACCORDANCE WITH SECTION 10 AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON RECEIPT THEREOF.

**Section 16. The Owner Trustee.** It is expressly understood and agreed by the parties hereto that (i) this Agreement is executed and delivered by Wilmington Trust, National Association on behalf of the Trust not individually or personally but solely as owner trustee of the Trust under the Trust Agreement of the Trust dated the date hereof in the exercise of the powers and authority conferred upon and vested in Wilmington Trust, National Association as owner trustee of the Trust under such Trust Agreement, (ii) each of the representations, undertakings and agreements herein made on the part of the Trust is made and intended not as the personal representation, undertaking or agreement of Wilmington Trust, National Association, but is made and intended for the purpose of binding only the Trust and (iii) nothing herein contained shall be construed as creating any liability on the part of Wilmington Trust, National Association, individually or personally, to perform any covenant or obligation of the Trust, either expressed or implied, contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto.

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IN WITNESS WHEREOF, the parties have caused this Collateral Administration Agreement to be duly executed and delivered as of the date first above written.

FREDDIE MAC STACR TRUST 2019-FTR3

By: Wilmington Trust, National Association, not in its individual capacity but solely as Owner Trustee

By:   
Name:  
Title: Dorri Costello  
Vice President

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: \_\_\_\_\_  
Name: Michael S. Reynolds  
Title: Vice President – Credit Risk Transfer

U.S. BANK NATIONAL ASSOCIATION,  
as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:


IN WITNESS WHEREOF, the parties have caused this Collateral Administration Agreement to be duly executed and delivered as of the date first above written.

FREDDIE MAC STACR TRUST 2019-FTR3

By: Wilmington Trust, National Association, not in its individual capacity but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

FEDERAL HOME LOAN MORTGAGE CORPORATION

By:  \_\_\_\_\_  
Name: Michael S. Reynolds  
Title: Vice President – Credit Risk Transfer

U.S. BANK NATIONAL ASSOCIATION,  
as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Collateral Administration Agreement to be duly executed and delivered as of the date first above written.

FREDDIE MAC STACR TRUST 2019-FTR3

By: Wilmington Trust, National Association, not in its individual capacity but solely as Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: \_\_\_\_\_  
Name: Michael S. Reynolds  
Title: Vice President – Credit Risk Transfer

U.S. BANK NATIONAL ASSOCIATION,  
as Indenture Trustee

By:  \_\_\_\_\_  
Name: William Murphy  
Title: Assistant Vice President



FORM OF PAYMENT NOTIFICATION

[\_\_\_\_], 20[\_\_]

Freddie Mac  
1551 Park Run Drive  
McLean, VA 22102-3110  
Attn: Michael Reynolds, Vice President – Credit Risk Transfer  
RE: Freddie MAC STACR Trust 2019-FTR3

Freddie Mac STACR Trust 2019-FTR3  
c/o Wilmington Trust, National Association, as Owner Trustee  
1100 North Market Street  
Wilmington, DE 19890-0001

Reference is made to (i) that certain Collateral Administration Agreement, dated as of December 17, 2019 (the “**Collateral Administration Agreement**”), among Freddie Mac STACR Trust 2019-FTR3 (the “**Trust**”), Freddie Mac and U.S. Bank National Association, as indenture trustee (the “**Indenture Trustee**”), and (ii) that certain Capital Contribution Agreement, dated as of December 17, 2019 (the “**Capital Contribution Agreement**”), among the Trust, Federal Home Loan Mortgage Corporation (“**Freddie Mac**”) and the Indenture Trustee. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Collateral Administration Agreement or Capital Contribution Agreement, as applicable.

Notice is hereby given of the following amounts with respect to the [\_\_\_\_], 20[\_\_] Payment Date:

<b>Item</b>	<b>Amount</b>
Investment Liquidation Contribution .....	\$
Index Component Contribution .....	\$
Return Amount.....	\$
Return Reimbursement Amount .....	\$
Transfer Amount.....	\$

U.S. BANK NATIONAL ASSOCIATION,  
as Indenture Trustee

By: \_\_\_\_\_  
Name:  
Title: