# AMENDED AND RESTATED TRUST AGREEMENT

dated as of November 3, 2026

between

FEDERAL HOME LOAN MORTGAGE CORPORATION, Sponsor

and

WILMINGTON TRUST, NATIONAL ASSOCIATION, Owner Trustee

with respect to

Freddie Mac STACR REMIC Trust 2026-DNA4

This AMENDED AND RESTATED TRUST AGREEMENT (this "**Agreement**") dated as of November 3, 2026, is between the Federal Home Loan Mortgage Corporation ("**Freddie Mac**"), as sponsor (the "**Sponsor**"), and Wilmington Trust, National Association ("**Wilmington Trust**"), as Owner Trustee (solely in such capacity, the "**Owner Trustee**").

WHEREAS, the Sponsor and the Owner Trustee previously formed a statutory trust named Freddie Mac STACR REMIC Trust 2026-DNA4 (the "**Trust**" or the "**Issuer**") pursuant to (i) the trust agreement dated as of October 1, 2026 (the "**Original Trust Agreement**"), by and between the Sponsor and the Owner Trustee, and (ii) a Certificate of Trust filed with the Secretary of State of the State of Delaware on October 1, 2026 (the "**Certificate of Trust**"), a copy of which is attached as Exhibit B hereto;

WHEREAS, the parties to this Agreement desire to amend and restate the Original Trust Agreement in its entirety, as evidenced by their signatures hereto;

WHEREAS, the Sponsor and the Owner Trustee desire to enter into this Agreement in order to effect the foregoing; and

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement consent to and the Original Trust Agreement is hereby amended, restated and replaced in its entirety as of the date first written above by this Agreement as follows:

## ARTICLE I

## DEFINITIONS

**Section 1.01. Defined Terms and Rules of Construction.** Reference is made to the Glossary of Defined Terms and Rules of Construction (the "**Glossary**") attached as Exhibit A to the Indenture. The Glossary, as the same may be amended, supplemented or modified from time to time, is incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Glossary.

## ARTICLE II

## ORGANIZATION

**Section 2.01. Name.** The Trust created by the Original Trust Agreement and continued hereby shall be known as "Freddie Mac STACR REMIC Trust 2026-DNA4" in which name the Trust may conduct business, make and execute contracts and other instruments and sue and be sued.

**Section 2.02. Office.** The office of the Trust shall be in care of the Owner Trustee at the Corporate Trust Office or at such other address in Delaware as the Owner Trustee may designate by written notice to the Certificateholder and the Sponsor.

**Section 2.03. Purposes and Powers.** The purpose of the Trust is to engage in the following activities:

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

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

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

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

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

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

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

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

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

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

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

The Trust shall have the power and authority, and is hereby authorized and empowered, without the need for further action on the part of the Trust, and the Owner Trustee is hereby authorized and empowered, in the name of and on behalf of the Trust, to do or cause to be done all acts and things necessary, appropriate or convenient to cause the Trust to engage in the foregoing activities; and any such action taken prior to the date of this Agreement is hereby ratified and approved; and any such action taken prior to the date of this Agreement is hereby ratified and approved. The Trust shall not engage in any activity other than in connection with the foregoing or other than as required or authorized by the terms of this Agreement or the other Basic Documents to which it is a party.

**Section 2.04. Appointment of Owner Trustee.** The Sponsor hereby ratifies the appointment of the Owner Trustee as trustee of the Trust effective as of the date the Certificate of Trust was filed with the Secretary of State, to have all the rights, powers and duties set forth herein and the Owner Trustee hereby affirms its acceptance of such appointment. Effective as of the date hereof, the Owner Trustee shall have only the rights, powers and duties specifically and expressly set forth herein and to the extent not inconsistent herewith, in the Delaware Trust Statute with respect to accomplishing the purposes of the Trust.

**Section 2.05. The Certificate of Trust; Expenses.** The execution and filing of the Certificate of Trust with the Secretary of State by the Owner Trustee are hereby ratified and approved. The Sponsor shall pay the organizational expenses of the Trust and the ordinary fees, expenses and extraordinary expenses of the Owner Trustee pursuant to the Administration Agreement.

**Section 2.06. Declaration of Trust.** The Owner Trustee hereby declares that it shall hold the Trust Assets in trust upon and subject to the conditions set forth herein for the benefit of the Certificateholder, subject to the obligations of the Trust under this Agreement, the Indenture, the Capital Contribution Agreement, the Collateral Administration Agreement and the other Basic Documents. The Eligible Investments, and all principal, interest and other amounts payable to the Trust in respect of the Eligible Investments, and the payments made to the Trust by Freddie Mac under the Capital Contribution Agreement and Collateral Administration Agreement shall be held in Eligible Accounts. It is the intention of the parties hereto that the Trust constitute a statutory trust under the Delaware Trust Statute and that this Agreement constitute the governing instrument of such statutory trust.

**Section 2.07. Conveyance of IO Q-REMIC Interest to Trust Assets.** The Sponsor hereby irrevocably transfers by outright and absolute conveyance to the Trust all of the Sponsor's rights, title and interest in, to and under the IO Q-REMIC Interest to be held in trust and pledged to the Indenture Trustee for the benefit of the Secured Parties under the Indenture. Such assignment includes all payments on or with respect to the IO Q-REMIC Interest. The Sponsor shall hold the certificates representing the IO Q-REMIC Interest in custodial capacity for the benefit of the Indenture Trustee for the benefit of the Secured Parties under the Indenture.

**Section 2.08. Liability of the Certificateholder.** To the fullest extent permitted by applicable law, the Certificateholder shall not have any personal liability for any liability or obligation of the Trust except to the extent expressly agreed in writing.

**Section 2.09. Title to Trust Assets.** The Trust Assets shall comprise the assets of the Trust. The only assets of the Trust shall be all right, title and interest of the Trust in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Basic Documents, (b) the Designated Q-REMIC Interests, (c) the Distribution Account and any amounts from time to time on deposit therein, (d) the Custodian Account and any amounts from time to time on deposit therein, (e) all Eligible Investments and all income realized from the investment thereof, (f) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (g) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust. Subject to the Indenture, legal title to the Trust Assets shall be vested at all times in the Trust as a separate legal entity. In no event shall title to the Trust Assets be placed in the name of the Owner Trustee. The Certificateholder shall not have legal title to any part of the Trust Assets.

**Section 2.10. Representations and Warranties of the Sponsor.** The Sponsor hereby represents and warrants to the Owner Trustee that:

(a) The Sponsor 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), with full power and authority to conduct its business.

(b) The Sponsor is duly qualified to do business, and shall have obtained all necessary licenses and approvals in all jurisdictions in which the conduct of its business shall require such qualifications.

(c) The Sponsor has the power and authority to execute and deliver this Agreement and to carry out its terms; and the execution, delivery and performance of this Agreement have been duly authorized by the Sponsor by all necessary corporate action.

(d) This Agreement is a legal, valid and binding obligation of the Sponsor, enforceable in accordance with its terms, subject to or limited by the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general equitable principles, regardless of whether such enforceability shall be considered in a proceeding in equity or law.

(e) The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof do not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, the governing instrument of the Sponsor or any indenture, agreement or other instrument to which the Sponsor is a party or by which it is bound; or result in the creation or imposition of any lien upon any of its properties pursuant to the terms of any such indenture, agreement or other instrument (other than the Basic Documents); or violate any law or, to the best of the Sponsor's knowledge, any order, rule or regulation applicable to the Sponsor of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Sponsor or its properties; which breach, default, conflict, lien or violation in any case would have a material adverse effect on the ability of the Sponsor to perform its obligations under this Agreement.

(f) There are no proceedings or investigations pending or, to the best of the Sponsor's knowledge, threatened before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality (A) asserting the invalidity of this Agreement, (B) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or (C) seeking any determination or ruling that would materially and adversely affect the performance by the Sponsor of its obligations under this Agreement.

(g) The Sponsor shall not take any action (a) that is inconsistent with the purposes of the Trust set forth in Section 2.03.

(h) The Sponsor hereby represents and warrants to the Owner Trustee that, as of the date hereof, the Trust qualifies for the exemption set forth in Section (c)(2)(xxii) of the Beneficial Ownership Information Reporting Rule found at 1010.380 in title 31 of the Code of Federal Regulations (the "**Reporting Rule**") and therefore is not required to file reports of beneficial ownership information under the Reporting Rule. If the Trust were to no longer qualify for an exemption under Section (c)(2) of the Reporting Rule, the Sponsor covenants and agrees to take any action reasonably necessary for the Trust to comply with the Reporting Rule.

**Section 2.11. Covenants of the Certificateholder.** The Certificateholder, by acceptance of the Certificate, acknowledges and agrees that: (a) it is subject to and bound by the terms, provisions and conditions of the Certificate; and (b) it shall not take any position in its tax returns inconsistent with the Indenture.

**Section 2.12. Investment Company.** The Sponsor hereby agrees, and the Certificateholder, by acceptance of the Certificate, agrees, not to take any action which would cause the Trust to become an "investment company" which would be required to register under the Investment Company Act.

## ARTICLE III

## THE CERTIFICATE

**Section 3.01. Initial Ownership.** Upon the formation of the Trust and continuing until the issuance of the Certificate, the Sponsor shall be the sole beneficial owner of the Trust. Upon issuance of the Certificate, the Certificateholder shall be the sole beneficial owner of the Trust.

**Section 3.02. The Certificate.**

(a) Except as provided in Section 3.02(b), the Certificate shall be issued and maintained in definitive form. On the Closing Date, the Certificate shall be executed on behalf of the Trust by manual or facsimile signature of an authorized officer of the Owner Trustee and authenticated by the Certificate Registrar upon satisfaction of the closing conditions set forth in Article IV of the Indenture (satisfaction of such conditions to be evidenced by the electronic mail release of all documents held in escrow by the Sponsor). A Certificate bearing the manual or facsimile signatures of individuals who were, at the time when such signatures shall have been affixed, authorized to sign for the Owner Trustee on behalf of the Trust, shall be validly issued and entitled to the benefit of this Agreement, notwithstanding that such individuals or any of them shall have ceased to be so authorized prior to the authentication and delivery of such Certificate or did not hold such offices at the date of authentication and delivery of such Certificate.

A Person shall become the Certificateholder and shall be entitled to the rights and subject to the obligations of the Certificateholder hereunder upon such Person's acceptance of a Certificate duly registered in such Person's name subject to Sections 3.04 and 3.05.

The Certificateholder, by acceptance of the Certificate, acknowledges the limitations on the rights of the Certificateholder as provided herein, including without limitation the provisions of Section 4.02, and agrees that it shall be bound by the provisions hereof.

(b) If the Certificate is offered and sold in reliance on the exemption from registration under Rule 144A under the Securities Act, it shall be issued initially in the form of a global Certificate in fully registered form without interest coupons with the legend set forth in Exhibit A.

**Section 3.03. Authentication of the Certificate.** On the Closing Date, the Owner Trustee shall deliver the Certificate executed by the Owner Trustee on behalf of the Trust to the Certificate Registrar for authentication and the Certificate Registrar shall authenticate and deliver the Certificate to the Sponsor, without further Trust action.

The Certificate shall not entitle the Certificateholder to any benefit under this Agreement or be valid for any purpose unless there shall appear on such Certificate a certificate of authentication substantially in the form set forth in Exhibit A, executed by the Certificate Registrar, by manual or facsimile signature; such authentication shall constitute conclusive evidence, and the only evidence, that such Certificate shall have been duly authenticated and delivered hereunder. The Certificate shall be dated the date of its authentication.

**Section 3.04. Limitations on Transfer of the Certificate.** By acceptance of the Certificate, the Certificateholder shall be deemed to acknowledge the restrictions on transfer set forth thereon and, to the fullest extent permitted by applicable law, agree that it shall not offer, sell, pledge or otherwise transfer such Certificate. Any offer, sale, pledge or other transfer in violation of the representations and agreements set forth for such Certificate in this Agreement shall be of no force and effect, shall be void *ab initio* and shall not operate to transfer any rights to the transferee, notwithstanding any instructions to the contrary to the Certificate Registrar. For the avoidance of doubt, the merger or consolidation of the Certificateholder with or into any other entity, or the sale, conveyance or other transfer of all or substantially all of its assets to any other entity shall not constitute a violation of the above-described restrictions.

The Certificate shall contain a legend, substantially similar to the legend provided in Exhibit A, and a statement that transfer of such Certificate is prohibited.

**Section 3.05. Registration of the Certificate.** The Owner Trustee is hereby appointed as, and does hereby agree to act as, Certificate Registrar hereunder and, in such capacity, shall keep or cause to be kept, at the office or agency maintained pursuant to Section 3.08, a Certificate Register in which, subject to such reasonable regulations as it may prescribe, it shall provide for the registration of the Certificate. In the event that the Certificate Registrar shall for any reason become unable to act as Certificate Registrar, the Certificate Registrar shall promptly give written notice to such effect to the Sponsor and the Owner Trustee. Upon receipt of such notice, the Sponsor shall appoint

another bank or trust company, which shall agree to act in accordance with the provisions of this Agreement applicable to it and otherwise acceptable to the Owner Trustee and the Certificateholder, to act as successor Certificate Registrar under this Agreement.

At the option of the Certificateholder, the Certificate may be exchanged for another Certificate to be exchanged at the office or agency maintained pursuant to Section 3.08.

**Section 3.06. Mutilated, Destroyed, Lost or Stolen Certificate.** If (a) a mutilated Certificate shall be surrendered to the Certificate Registrar, or if the Certificate Registrar shall receive evidence to its satisfaction of the destruction, loss or theft of the Certificate and (b) there shall be delivered to the Certificate Registrar and the Owner Trustee such security or indemnity as may be required by them to save each of them harmless, then in the absence of notice that such Certificate has been acquired by a protected purchaser, the Owner Trustee on behalf of the Trust shall execute, and the Certificate Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of like tenor. In connection with the issuance of a new Certificate under this Section 3.06, the Owner Trustee or the Certificate Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith. Any duplicate Certificate issued pursuant to this Section 3.06 shall constitute conclusive evidence of beneficial ownership in the Trust, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

**Section 3.07. Access to Certificateholder's Name and Address.** The Certificate Registrar shall furnish or cause to be furnished to the Sponsor or the Owner Trustee, as applicable, within 15 days after receipt by the Certificate Registrar of a written request therefor from the Sponsor or the Owner Trustee, in such form as the Sponsor may reasonably require, the name and address of the Certificateholder as of the most recent Record Date. The Certificate Registrar shall also promptly furnish to the Sponsor, the Owner Trustee and the Certificate Paying Agent the name and address of the Certificateholder at any time there is a change with respect to such information. The Certificateholder, by receiving and holding the Certificate, shall be deemed to have agreed not to hold any of the Sponsor, the Certificate Registrar or the Owner Trustee accountable by reason of the disclosure of its name and address, regardless of the source from which such information was derived. In addition, nothing in this Agreement shall be construed to prohibit the Certificate Registrar from providing information or documentation, including documentary evidence of identity, to the parties hereto or to any governmental agency requesting such pursuant to statute or regulation.

**Section 3.08. Maintenance of Office or Agency.** The Trust shall maintain an office or offices or agency or agencies where notices and demands to or upon the Trust and the Certificate Registrar may be served. The Trust initially designates the Corporate Trust Office of the Certificate Registrar as its office for such purposes. The Trust initially designates the Corporate Trust Office of the Owner Trustee in Wilmington, Delaware as its offices where notices and demands in respect of the Basic Documents may be served. The Owner Trustee and the Certificate Registrar shall give prompt written notice to the Sponsor and to the Certificateholder of any change in the location of the Certificate Register or any such office or agency.

**Section 3.09. Appointment of Certificate Paying Agent.** The Owner Trustee is hereby appointed as, and does hereby agree to act as, Certificate Paying Agent hereunder, and, in such capacity, shall make distributions to the Certificateholder in accordance with Section 9.01 and shall report the amounts of any such distributions to the Indenture Trustee and the Owner Trustee (if the Certificate Paying Agent is not the Owner Trustee). Any Certificate Paying Agent shall have the revocable power to receive amounts from the Indenture Trustee for the purpose of making the distributions referred to herein. The Owner Trustee or the Sponsor may revoke such power and remove the Certificate Paying Agent if the Owner Trustee or the Sponsor determines that the Certificate Paying Agent shall have failed to perform its obligations under this Agreement in any material respect. The Owner Trustee shall be permitted to resign as Certificate Paying Agent upon thirty (30) days' written notice to the Owner Trustee and the Sponsor. In the event that the Owner Trustee shall no longer be the Certificate Paying Agent, the Sponsor shall promptly appoint a successor to act as Certificate Paying Agent (which shall be a bank or trust company). The Sponsor shall cause such successor Certificate Paying Agent or any additional Certificate Paying Agent appointed by the Sponsor to execute and deliver to the Owner Trustee and the Sponsor an instrument in which such successor Certificate Paying Agent or additional Certificate Paying Agent shall agree with the Owner Trustee and the Sponsor that, as Certificate Paying Agent, such successor Certificate Paying Agent or additional Certificate Paying Agent shall hold all sums, if any, held by it for payment to the Certificateholder in trust for the benefit of the Certificateholder entitled thereto until such sums shall be paid to such Certificateholder. The Certificate Paying Agent shall return all unclaimed funds to the Owner Trustee and upon removal of a Certificate Paying Agent such Certificate Paying Agent shall also return all

funds in its possession to the Owner Trustee. Any reference in this Agreement to the Certificate Paying Agent shall include any co-Certificate Paying Agent unless the context requires otherwise.

## ARTICLE IV

## ACTIONS BY OWNER TRUSTEE OR THE CERTIFICATEHOLDER

**Section 4.01. Prior Notice to the Certificateholder with Respect to Certain Matters.**

(a) The Owner Trustee shall not take the following actions unless it has received the consent of the Indenture Trustee and at least thirty (30) days before the taking of such action (or such shorter period as may be agreed to in writing by the Certificateholder), the Owner Trustee shall have notified the Certificateholder in writing of the proposed action and the Certificateholder shall not have notified the Owner Trustee in writing prior to the 30th day (or such agreed upon shorter period) after such notice is given that it has withheld consent to such action:

(i) the initiation of any claim or lawsuit by the Trust and the compromise of any action, claim or lawsuit brought by or against the Trust;

(ii) the election by the Trust to file an amendment to the Certificate of Trust (unless such amendment is required to be filed under the Delaware Trust Statute);

(iii) the amendment or other change to this Agreement or any other Basic Document in circumstances where the consent of any Noteholder or the Certificateholder is required;

(iv) the amendment or other change to this Agreement or any other Basic Document in circumstances where the consent of any Noteholder or the Certificateholder is not required and such amendment materially adversely affects the interests of the Certificateholder;

(v) the appointment pursuant to the Indenture of a successor Note Registrar or Indenture Trustee, or the consent to the assignment by the Note Registrar or Indenture Trustee of its obligations under the Indenture;

(vi) the appointment pursuant to this Agreement of a successor Certificate Registrar, or the consent to the assignment by the Certificate Registrar of its obligations under this Agreement;

(vii) the consent to the calling or waiver of any default of any Basic Document;

(viii) except as provided in Article IX, the dissolution, termination or liquidation of the Trust in whole or in part;

(ix) the merger or consolidation of the Trust with or into any other entity, or conveyance or transfer of all or substantially all of the Trust's assets to any other entity;

(x) causing the Trust to incur, assume or guaranty any indebtedness other than as set forth in this Agreement and the other Basic Documents;

(xi) doing any act that conflicts with any other Basic Document;

(xii) doing any act which would make it impossible to carry on the ordinary business of the Trust as described in Section 2.03;

(xiii) the confession of a judgment against the Trust;

(xiv) the possession of Trust assets, or assignment of the Trust's right to property, for other than a Trust purpose;

(xv) causing the Trust to lend any funds to any Person; or

(xvi) the change of the Trust's purpose and powers from those described in Section 2.03.

(b) The Trust shall abide by the following restrictions:

(i) other than as contemplated by the Basic Documents, the Trust shall not incur any indebtedness nor pay the indebtedness, operating expenses and liabilities of any other Person;

(ii) other than as contemplated by the Basic Documents, the Trust shall not engage in any dissolution, liquidation, consolidation, merger or sale of assets;

(iii) the Trust shall not engage in any business activity other than as contemplated by the Basic Documents;

(iv) the Trust shall not form, or cause to be formed, any subsidiaries and shall not own or acquire any asset other than as contemplated by the Basic Documents;

(v) other than as contemplated by this Agreement, the other Basic Documents and related documentation, the Trust shall not follow the directions or instructions of the Sponsor; and

(vi) the Trust shall not consummate any act that would result in an Adverse REMIC Event.

(c) The Trust shall at all times:

(i) maintain books and records separate from any other Person;

(ii) maintain its office and bank accounts separate from any other Person, including the Sponsor, the Owner Trustee or any of their respective Affiliates;

(iii) not commingle its assets with those of any other Person;

(iv) conduct its own business in its own name;

(v) other than as contemplated by the Basic Documents, pay its own liabilities and expenses only out of its own funds;

(vi) observe all organizational formalities necessary to maintain its separate existence and all procedures required under the Delaware Trust Statute;

(vii) not guarantee or become obligated for the debts of any other Person;

(viii) not hold out its credit as being available to satisfy the obligation of any other Person;

(ix) other than as contemplated by the Basic Documents, not make loans to any other Person or buy or hold evidence of indebtedness issued by any other Person;

(x) other than as contemplated by the Basic Documents, not pledge its assets for the benefit of any other Person;

(xi) hold itself out as a separate entity from the Sponsor, the Certificateholder and any of their Affiliates, not conduct any business in the name of the Sponsor, the Certificateholder or any of their Affiliates, and use stationery, invoices, checks or other business forms under its own name and not that of the Sponsor, the Certificateholder or any of their Affiliates or any other Person;

(xii) correct any known misunderstanding regarding its separate identity; and

(xiii) not identify itself as a division of any other Person.

So long as any Notes or any other amounts owed under the Indenture remain outstanding, the Trust shall not amend this Section 4.01 without the prior written consent of the Indenture Trustee pursuant to Section 16.03(c) of the Indenture, in addition to the requirements under Section 11.01.

(d) To the fullest extent permitted by law, the Owner Trustee shall not have the power, except upon the direction of the Certificateholder, and to the extent otherwise consistent with the Basic Documents, to remove or replace the Indenture Trustee or to take any Bankruptcy Action with respect to the Trust or the Sponsor, or cause the Trust to remove or replace the Indenture Trustee or to take any Bankruptcy Action with respect to the Trust or the Sponsor. So long as the Indenture remains in effect, the Certificateholder shall not have the power to remove or replace the Indenture Trustee or to take, and shall not take, any Bankruptcy Action with respect to the Trust or the Sponsor or direct the Owner Trustee to remove or replace the Indenture Trustee or to take any Bankruptcy Action with respect to the Trust or the Sponsor.

(e) Nothing in this Section 4.01 shall in any way inhibit the ability of the Trust to receive capital contributions from the Certificateholder.

(f) Notwithstanding any provision in this Agreement or otherwise, the execution, delivery and performance by the Trust of the Basic Documents, and the consummation of the transactions contemplated thereby shall not be deemed to violate the provisions of this Section 4.01 and the Trust has full power and authority and is specifically authorized to execute, deliver and perform (and each of the Owner Trustee, the Sponsor and the Administrator, on behalf of the Trust, is hereby authorized to execute and deliver) the Basic Documents and all documents, agreements, certificates, financing statements and other writings, contemplated thereby or related thereto on the Closing Date, all without any further act, vote, consent or approval of the Certificateholder or other Person whatsoever.

**Section 4.02. Restrictions on the Certificateholder's Power.** Neither the Certificateholder nor any other person shall direct the Owner Trustee to take or to refrain from taking any action if such action or inaction would be contrary to any obligation of the Trust or the Owner Trustee under this Agreement or any of the other Basic Documents or would be contrary to Section 2.03 and Section 4.01 or would require the consent of any party that has not been given, nor shall the Owner Trustee be obligated to follow any such direction, if given. The Certificateholder shall not guarantee any obligations of the Trust.

**Section 4.03. Appointment of Administrator.** Freddie Mac shall act as Administrator of the Trust pursuant to the terms of the Administration Agreement.

## ARTICLE V

## APPLICATION OF TRUST FUNDS; CERTAIN DUTIES

**Section 5.01. Application of Trust Funds.**

(a) The Certificate Paying Agent shall distribute to the Certificateholder any amounts received by the Issuer pursuant to Section 5.03(d) of the Indenture payable in respect of the Certificate in accordance with Section 9.01(c). For the avoidance of doubt, no distributions shall be made with respect to the Certificate until payment (or provision for payment) of (i) all amounts payable by the Trust with respect to the Notes under the Indenture, (ii) all amounts payable by the Trust to Freddie Mac under the Collateral Administration Agreement (including any contingent amounts that may become due and payable after any date of determination) and (iii) all amounts payable by the Trust under the other Basic Documents has been made in full or discharged.

(b) In the event that any withholding tax is imposed on the Trust's payment to the Certificateholder, such tax shall reduce the amount otherwise distributable to the Certificateholder. The Certificate Paying Agent is hereby authorized and directed to retain from amounts otherwise distributable to the Certificateholder sufficient funds for the payment of any tax that is legally owed by the Trust (but such authorization shall not prevent the Trust from contesting any such tax in appropriate proceedings and withholding payment of such tax, if permitted by law, pending the outcome of such proceedings). The amount of any withholding tax imposed with respect to the Certificateholder shall be treated as cash distributed to the Certificateholder at the time it is withheld by the Trust and remitted to the appropriate taxing authority. If any amounts that are required to be withheld from actual distributions in accordance with Section 5.03(a) are not so withheld, the Certificate Paying Agent shall require the Certificateholder to reimburse the Trust for such withholding (and the Certificateholder agrees to reimburse the Trust promptly following such request). If there is a possibility that withholding tax is payable with respect to a distribution (such as a distribution to a Non-U.S. Person), the Sponsor may in its sole discretion direct the Certificate Paying Agent to withhold such amounts in accordance with this paragraph (b). In the event that the Certificateholder wishes to apply for a refund of any such withholding tax, the Certificate Paying Agent shall reasonably cooperate with the Certificateholder in making such claim so long as the Certificateholder agrees to reimburse the Certificate Paying Agent or the Owner Trustee for any out-of-pocket expenses incurred.

**Section 5.02. Method of Payment.** Subject to Section 9.01(c), distributions required to be made to the Certificateholder shall be made to the Certificateholder by wire transfer, in immediately available funds, to the Certificateholder's account at a bank or other entity having appropriate facilities therefor or otherwise in accordance with the Certificateholder's written instructions.

**Section 5.03. Tax Administration.**

(a) The Trust and the Certificate Paying Agent, upon direction from the Sponsor, shall comply with all withholding and backup withholding tax requirements under United States federal (including, without limitation, Sections 1441, 1442, 1445, 1446 and 1471 through 1474 of the Code), state and local law. The Certificate Paying Agent shall request, and the Certificateholder shall provide to the Certificate Paying Agent, such forms or certificates as are necessary to establish an exemption from withholding and backup withholding tax with respect to the Certificateholder and any representations and forms as shall reasonably be requested by the Trust to assist it in determining the extent of, and in fulfilling, its withholding and backup withholding tax obligations. The Certificateholder, by acceptance of the Certificate, agrees to provide to the Certificate Paying Agent, upon its request, the FATCA Information. In addition, the Certificateholder, by acceptance of the Certificate, agrees that the Certificate Paying Agent has the right to withhold any amounts (properly withholdable under law and without any corresponding gross-up) payable to the Certificateholder that fails to comply with the requirements of the preceding sentence.

(b) The Certificate Paying Agent, upon direction from the Sponsor, shall deliver or shall cause to be delivered to the Certificateholder such information, reports or statements as may be required by the Code and applicable Treasury Regulations and as may be required to enable the Certificateholder to prepare the Certificateholder's federal and state income tax returns. In no event shall the Certificate Paying Agent or the Owner Trustee be liable for any liabilities, costs or expenses of the Trust, the Certificateholder or the Noteholders arising out of the application of any tax law, including federal, state, foreign or local income or excise taxes or any other tax imposed on or measured by income (or any interest, penalty or addition with respect thereto or arising from a failure to comply therewith) except the Certificate Paying Agent shall be liable for any such liability, cost or expense attributable to any act or omission, willful misconduct, bad faith, fraud, or negligence by the Certificate Paying Agent in breach of its obligations under this Agreement.

## ARTICLE VI

## AUTHORITY AND DUTIES OF OWNER TRUSTEE

**Section 6.01. General Authority.** The Owner Trustee is authorized and directed to execute and deliver on behalf of the Trust the Certificate, the Basic Documents and any other documents to which the Trust is to be a party and each certificate or other document attached as an exhibit to or contemplated by the Basic Documents and any amendment or other agreement, in each case (other than in the case of any amendment or document to be delivered after the date hereof), in such form as the Sponsor shall approve, as evidenced conclusively by the Owner Trustee's execution thereof, and, on behalf of the Trust, to direct the Indenture Trustee to authenticate and deliver the Notes or (in the case of any amendment or document to be delivered after the date hereof) in such form as shall be approved and directed by the Certificateholder, Sponsor or Administrator in accordance with the Basic Documents. In addition to the foregoing, the Owner Trustee is authorized, but shall not be obligated, to take all actions required of the Trust pursuant to the Basic Documents. The Owner Trustee is further authorized from time to time to take such action as the Sponsor or the Certificateholder directs in writing with respect to the Basic Documents.

**Section 6.02. General Duties.** It shall be the duty of the Owner Trustee:

(a) to discharge (or cause to be discharged) all of its express responsibilities pursuant to the terms of this Agreement in the interest of the Certificateholder, subject to the Basic Documents and in accordance with the provisions of this Agreement. The Owner Trustee shall be deemed to have discharged its duties and responsibilities hereunder and under the Basic Documents to the extent any other Person under any Basic Document has agreed to perform any act or to discharge any duty of the Owner Trustee or the Trust hereunder or under any Basic Documents, and the Owner Trustee shall not be held liable for the default or failure of any such other Person to carry out its respective obligations under the Basic Documents;

(b) to cooperate with any other Person under the Basic Documents in carrying out its obligations under the Basic Documents; provided, however, that the Owner Trustee shall only be required to take action under this Section 6.02(b) in accordance with Section 6.02(a) and Section 6.03; and

(c) subject to Section 7.08, to cooperate with the Sponsor in obtaining and preserving (or causing to be obtained and preserved) the Trust's qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of the Indenture, the Notes, the Collateral and each other instrument and agreement included in the Trust Assets; provided, however, that the Owner Trustee shall have no obligation to determine whether and to what extent such qualification shall be necessary; and provided, further, that

the Owner Trustee shall only be required to take action under this Section 6.02(c) if authorized and directed in writing to do so by the Sponsor and indemnified in accordance with Section 7.01(g).

Upon the discovery by the Sponsor of a default on the part of the Owner Trustee to fulfill any of its duties or obligations in accordance with this Agreement or any of the other Basic Documents, the Sponsor shall deliver a notice of such default to the Indenture Trustee and Owner Trustee.

**Section 6.03. Action upon Instruction.**

(a) Subject to Article IV and in accordance with the terms of the Basic Documents, the Certificateholder may by written instruction direct the Owner Trustee in the management of the Trust but only to the extent consistent with the purposes and powers of the Trust set forth in Section 2.03. Subject to Article IV, the Owner Trustee may take any action upon receipt of written instruction of the Certificateholder. The Owner Trustee may conclusively assume that any written instruction delivered to the Owner Trustee by the Certificateholder given pursuant to this Section 6.03 is in compliance with this Agreement and the other Basic Documents.

(b) Notwithstanding anything herein to the contrary, the Owner Trustee shall not be required to take any action hereunder or under any Basic Document if the Owner Trustee shall have reasonably determined, or shall have been advised by counsel, that such action is likely to result in liability on the part of the Owner Trustee or is contrary to the terms hereof or of any other Basic Document or is otherwise contrary to law.

(c) Whenever the Owner Trustee is unable to decide between alternative courses of action permitted or required by the terms of this Agreement or under any other Basic Document, the Owner Trustee shall promptly give notice (in such form as shall be appropriate under the circumstances) to the Certificateholder requesting instruction as to the course of action to be adopted, and to the extent the Owner Trustee acts in good faith in accordance with any written instruction of the Certificateholder received, the Owner Trustee shall not be liable on account of such action to any Person. If the Owner Trustee shall not have received appropriate instruction within ten (10) days of such notice (or within such shorter period of time as reasonably may be specified in such notice or may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action not inconsistent with this Agreement or the other Basic Documents, as it shall deem to be in the best interests of the Certificateholder, and, subject to Section 7.01, shall have no liability to any Person for such action or inaction.

(d) In the event that the Owner Trustee is unsure as to the application of any provision of this Agreement, any other Basic Document or any such provision is ambiguous as to its application, or is, or appears to be, in conflict with any other applicable provision, or in the event that this Agreement permits any determination by the Owner Trustee or is silent or is incomplete as to the course of action that the Owner Trustee is required to take with respect to a particular set of facts, the Owner Trustee may give notice (in such form as shall be appropriate under the circumstances) to the Certificateholder requesting instruction and, to the extent that the Owner Trustee acts or refrains from acting in good faith in accordance with any such instruction received, the Owner Trustee shall not be liable, on account of such action or inaction, to any Person. If the Owner Trustee shall not have received appropriate instruction within ten (10) days of such notice (or within such other period of time as reasonably may be specified in such notice or may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action, not inconsistent with this Agreement or the other Basic Documents, as it shall deem to be in the best interests of the Certificateholder, and, subject to Section 7.01, shall have no liability to any Person for such action or inaction.

**Section 6.04. No Duties Except as Specified in this Agreement or in Instructions.** The Owner Trustee shall not have any duty or obligation to manage, make any payment with respect to, register, record, sell, dispose of, or otherwise deal with the Trust Assets, or to otherwise take or refrain from taking any action under, or in connection with, any document contemplated hereby to which the Owner Trustee is a party, except as expressly provided by the terms of this Agreement or in any document or written instruction received by the Owner Trustee pursuant to Section 6.03. No implied duties (including fiduciary duties) or obligations shall be read into this Agreement or any other Basic Document against the Owner Trustee. The provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities of the Owner Trustee otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of the Owner Trustee. The Owner Trustee shall have no responsibility for filing any financing or continuation statement or amendment in any public office at any time or to otherwise perfect or maintain the perfection of any security interest or lien granted to it or the Trust under any Basic Document or to record this Agreement or any other Basic Document or to prepare, file or execute any tax, license, qualification to do business or securities law filing or report or to monitor or enforce the

satisfaction of any risk retention requirements. Notwithstanding anything to the contrary herein or in any other Basic Document, the Owner Trustee shall not be required to execute, deliver or certify on behalf of the Trust or any other Person any filings, certificates, affidavits or other instruments required under the Sarbanes-Oxley Act of 2002, to the extent permitted by applicable law. The Owner Trustee nevertheless agrees that it shall, at its own cost and expense, promptly take all action as may be necessary to discharge any liens on any part of the Trust Assets that result from actions by, or claims against, the Owner Trustee solely in its individual capacity that are not related to the Trust.

**Section 6.05. No Action Except Under Specified Documents or Instructions.** The Owner Trustee shall not manage, control, use, sell, dispose of or otherwise deal with any part of the Trust Assets except (i) in accordance with the powers granted to and the authority conferred upon the Owner Trustee pursuant to this Agreement and (ii) in accordance with any document or instruction delivered to the Owner Trustee pursuant to Section 6.03.

**Section 6.06. Restrictions.** The Owner Trustee shall not take any action that is inconsistent with the purposes and powers of the Trust set forth in Section 2.03. None of the Sponsor or the Certificateholder shall direct the Owner Trustee to take action that would violate the provisions of this Agreement or any Basic Document.

## ARTICLE VII

## CONCERNING THE OWNER TRUSTEE

**Section 7.01. Acceptance of Trusts and Duties.** The Owner Trustee accepts the trusts hereby created and agrees to perform its express duties hereunder with respect to such trusts, but only upon the terms of this Agreement and the other Basic Documents. The Owner Trustee also agrees to disburse all moneys actually received by it constituting part of the Trust Assets upon the terms of this Agreement and the other Basic Documents. The Owner Trustee shall not be answerable or accountable hereunder or under any other Basic Document under any circumstances, except (i) for its own willful misfeasance, bad faith, fraud or negligence or (ii) in the case of the inaccuracy of any representation or warranty contained in Section 7.03 expressly made by the Owner Trustee in its individual capacity. In particular, but not by way of limitation:

(a) The Owner Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Owner Trustee;

(b) The Owner Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the instructions of the Sponsor or the Certificateholder;

(c) No provision of this Agreement or any other Basic Document shall require the Owner Trustee to expend or risk funds or otherwise incur any financial liability in the performance of any of its rights or powers hereunder or under any Basic Document if the Owner Trustee shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;

(d) Under no circumstances shall the Owner Trustee be liable for indebtedness evidenced by or arising under any of the Basic Documents, including the principal of and interest on the Notes;

(e) The Owner Trustee shall not be responsible for or in respect of the validity or sufficiency of this Agreement or for the due execution hereof by the Sponsor, for the form, character, genuineness, sufficiency, value or validity of any of the Trust Assets, or for or in respect of the validity or sufficiency of the Basic Documents, and the Owner Trustee shall in no event assume or incur any liability, duty or obligation to any Noteholder or to the Certificateholder or to any other Person, other than as expressly provided for herein or expressly agreed to in the Basic Documents;

(f) The Owner Trustee shall not be liable for the default or misconduct of the Sponsor, the Certificate Registrar, the Certificate Paying Agent or the Indenture Trustee under any of the Basic Documents or otherwise, and the Owner Trustee shall have no obligation or liability to perform the obligations of the Trust under this Agreement or the other Basic Documents or to monitor, supervise or perform the obligations required to be performed by any other Person pursuant to the Basic Documents;

(g) The Owner Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement, or to institute, conduct or defend any litigation under this Agreement or otherwise or in relation to this Agreement or any other Basic Document, at the request, order or direction of the Certificateholder or any other Person, unless the Certificateholder or such other Person has offered to the Owner Trustee reasonable

security or indemnity satisfactory to it against the costs, expenses and liabilities that may be incurred by the Owner Trustee therein or thereby. The permissive right of the Owner Trustee to perform any discretionary act enumerated in this Agreement or in any other Basic Document shall not be construed as a duty, and the Owner Trustee shall not be answerable or personally liable to any Person for other than its gross negligence, bad faith or willful misconduct in the performance of any such act;

(h) The Owner Trustee shall not be personally liable under any circumstances for special, indirect, consequential or punitive damages, however styled, including, without limitation, lost profits;

(i) The Owner Trustee shall not be liable or responsible for delays or failures in the performance of its obligations hereunder arising out of or caused, directly or indirectly, by circumstances beyond its control (such acts include but are not limited to acts of God, strikes, lockouts, riots, acts of war and interruptions, losses or malfunctions of utilities, computer (hardware or software) or communications services); it being understood that the Owner Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances;

(j) The Owner Trustee shall not be deemed to have knowledge or notice of any fact or event unless a Responsible Officer of the Owner Trustee has actual knowledge thereof or unless written notice of such fact or event is received by a Responsible Officer and such notice references the fact or event;

(k) It shall be the Sponsor's duty and responsibility, and not the Owner Trustee's duty or responsibility, to cause the Trust to respond to, defend, participate in or otherwise act in connection with any regulatory, administrative, governmental, investigative or other proceeding or inquiry relating in any way to the Trust, its assets or the conduct of its business; *provided*, that, the Owner Trustee hereby agrees to cooperate with the Sponsor and to comply with any reasonable request made by the Sponsor for the delivery of information or documents to the Sponsor in the Owner Trustee's actual possession relating to any such regulatory, administrative, governmental, investigative or other proceeding or inquiry. In the absence of alternate direction from the Certificateholder, the Owner Trustee may, in conjunction with the Sponsor, or, in the absence of action by the Sponsor, on the advice of counsel, take such action with respect to any litigation or proceeding against the Trust as the Sponsor determines is necessary or, in the absence of action by the Sponsor, as the Owner Trustee shall reasonably determine on the basis of advice of counsel, including defense of such litigation or proceeding to the extent that the Owner Trustee reasonably determines that the indemnity provided by Section 8.02 is sufficient to pay the costs of such defense;

(l) In the absence of willful misfeasance, bad faith, fraud or negligence on its part, the Owner Trustee may conclusively rely upon certificates or opinions of counsel furnished to the Owner Trustee and conforming to the requirements of this Agreement in determining the truthfulness of the statements and the correctness of the opinions contained therein; provided, however, that the Owner Trustee shall have examined such certificates or opinions of counsel so as to determine compliance of the same with the requirements of this Agreement;

(m) To the fullest extent permitted by law and notwithstanding anything in this Agreement to the contrary, the Owner Trustee shall not be personally liable for the acts or omissions of any nominee, correspondent, clearing agency or securities depository through which the Trust holds securities or assets;

(n) The Owner Trustee is hereby authorized to rely upon and comply with notices, instructions and directions sent by Electronic Methods by Persons believed by the Owner Trustee to be authorized to give instructions and directions on behalf of an instructing or directing Person; and

(o) The Owner Trustee shall have no duty or obligation to verify or confirm that the Person who sent such instructions or directions is, in fact, authorized to give instructions or directions on behalf of an instructing or directing Person, and the Owner Trustee shall have no liability for any losses, liabilities, costs or expenses incurred or sustained as a result of such reliance upon or use of Electronic Methods to submit notices, instructions and directions to the Owner Trustee, including, without limitation, the risk of the Owner Trustee taking unauthorized instructions, and the risk of interception and misuse by third parties.

**Section 7.02. Furnishing of Documents.** The Owner Trustee shall furnish to the Certificateholder promptly upon receipt of a written request therefor, duplicates or copies of all reports, notices, requests, demands, certificates, financial statements and any other instruments furnished to the Owner Trustee under the Basic Documents. Pursuant to applicable law, the Owner Trustee is required to obtain on or before closing, and from time to time thereafter, documentation to verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Owner Trustee shall ask for

documentation to verify the entity's formation and existence, its financial statements, licenses, tax identification documents, identification and authorization documents from individuals claiming authority to represent the entity and other relevant documentation and information (including beneficial owners of such entities). To the fullest extent permitted by applicable law, the Owner Trustee may conclusively rely on, and shall be fully protected and indemnified in relying on, any such information received. Failure to provide such information may result in an inability of the Owner Trustee to perform its obligations hereunder, which, at the sole option of the Owner Trustee, may result in the Owner Trustee's resignation in accordance with the terms hereof.

**Section 7.03. Representations and Warranties.** The Owner Trustee hereby represents and warrants to the Sponsor, for the benefit of the Certificateholder, that:

(a) It is a national banking association with trust powers duly organized and validly existing under the laws of the United States of America. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and each other Basic Document.

(b) It has taken all corporate action necessary to authorize the execution and delivery of this Agreement and each other Basic Document, and this Agreement and each other Basic Document shall be executed and delivered by one of its officers who is duly authorized to execute and deliver this Agreement and each other Basic Document on its behalf.

(c) It is authorized to exercise trust powers in the State of Delaware as and to the extent contemplated herein or has appointed an Owner trustee that is so authorized and it has a principal place of business in the State of Delaware or has appointed an Owner trustee that has such a principal place of business.

(d) Neither the execution nor the delivery by it of this Agreement, nor the consummation by it of the transactions contemplated hereby, nor compliance by it with any of the terms or provisions hereof, shall contravene any federal or Delaware law, governmental rule or regulation governing the trust powers of the Owner Trustee or any judgment or order binding on it, or constitute any default under its charter documents or bylaws or any indenture, mortgage, contract, agreement or instrument to which it is a party or by which any of its properties may be bound.

(e) The execution, delivery and performance by it of this Agreement does not require the authorization, consent or approval of, the giving of notice to, the filing or registration with, or the taking of any other action by it with respect to any governmental authority or agency of the State of Delaware.

(f) This Agreement, assuming due authorization, execution and delivery by the Sponsor, constitutes a valid, legal and binding obligation of the Owner Trustee, enforceable against it in accordance with the terms hereof, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

(g) It is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or governmental agency of the State of Delaware or the United States of America governing its trust powers, which default might have consequences that would materially and adversely affect the condition (financial or other) or operations of the Owner Trustee or its properties or might have consequences that would materially adversely affect its performance hereunder.

(h) No litigation is pending or, to the best of the Owner Trustee's knowledge, threatened against the Owner Trustee in any court in the State of Delaware or the United States of America which would prohibit its entering into this Agreement or performing its obligations under this Agreement.

**Section 7.04. Reliance; Advice of Counsel.**

(a) Except as provided in Section 7.01, the Owner Trustee shall incur no liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be signed by the proper party or parties. The Owner Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the method of determination of which is not specifically prescribed herein, the Owner Trustee may for all purposes hereof rely on a certificate, signed by the president or any vice president or by the treasurer or other authorized officers or agents of the relevant party, as to such fact or matter, and such

certificate shall constitute full protection to the Owner Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon.

(b) In the exercise or administration of the trusts hereunder and in the performance of its duties and obligations under this Agreement or the other Basic Documents, the Owner Trustee (i) may act directly or through its agents or attorneys pursuant to agreements entered into with any of them, and the Owner Trustee shall not be liable for the conduct or misconduct of such agents or attorneys if such agents or attorneys shall have been selected by the Owner Trustee with reasonable care, and (ii) may consult with counsel, accountants and other skilled persons to be selected with reasonable care and employed by it. Except as provided in Section 7.01, the Owner Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the written opinion or advice of any such counsel, accountants or other such persons and not contrary to this Agreement or any other Basic Document.

**Section 7.05. Not Acting in Individual Capacity.** Except as provided in this Article VII, in accepting the trusts hereby created, Wilmington Trust, National Association acts solely as Owner Trustee hereunder and not in its individual capacity, and all Persons having any claim against the Owner Trustee or the Trust by reason of the transactions contemplated by this Agreement or any other Basic Document shall look only to the Trust Assets for payment or satisfaction thereof.

**Section 7.06. Owner Trustee Not Liable for the Certificate.** The recitals contained herein and in the Certificate shall be taken as statements of the Sponsor, and the Owner Trustee assumes no responsibility for the correctness thereof. The Owner Trustee makes no representations as to the validity or sufficiency of this Agreement (other than as specified in Section 7.03), of any other Basic Document or of the Certificate or the Notes, or of the related documents. The Owner Trustee shall at no time have any responsibility or liability for or with respect to the legality, validity and enforceability of the Certificate or the Notes, or for or with respect to the sufficiency of the Trust Assets or its ability to generate payments to be distributed to the Certificateholder under this Agreement or the Noteholders under the Indenture, including the compliance by the Sponsor, the Certificateholder or the Trust with any warranty or representation made under any Basic Document or in any related document or the accuracy of any such warranty or representation, or any action of the Indenture Trustee taken in the name of the Owner Trustee or the Trust or any action by the Owner Trustee taken at the instruction of the Certificateholder, provided, however, that the foregoing shall not relieve the Owner Trustee of its obligation to perform its duties under this Agreement.

**Section 7.07. Owner Trustee May Own the Notes.** The Owner Trustee in its individual or any other capacity may become the owner or pledgee of the Notes and may deal with the Sponsor, the Certificateholder and the Indenture Trustee in banking transactions with the same rights as it would have if it were not Owner Trustee.

**Section 7.08. Doing Business in Other Jurisdictions.** Notwithstanding anything contained herein to the contrary, the Owner Trustee shall not be required to take any action in any jurisdiction other than in the State of Delaware if the taking of such action shall (i) require the consent or approval or authorization or order of or the giving of notice to, or the registration with or the taking of any other action in respect of, any state or other governmental authority or agency of any jurisdiction other than the State of Delaware; (ii) result in any fee, tax or other governmental charge under the laws of any jurisdiction or any political subdivisions thereof in existence on the date hereof other than the State of Delaware becoming payable by the Owner Trustee (as such or in its individual capacity); or (iii) subject the Owner Trustee (as such or in its individual capacity) to personal jurisdiction in any jurisdiction other than the State of Delaware for causes of action arising from acts unrelated to the consummation of the transactions by the Owner Trustee contemplated hereby. The Owner Trustee shall be entitled to obtain advice of counsel (which advice shall be an expense of the Sponsor) to determine whether any action required to be taken pursuant to this Agreement results in the consequences described in clauses (i), (ii) and (iii) of the preceding sentence. In the event that said counsel advises the Owner Trustee that such action will result in such consequences, the Owner Trustee shall appoint an additional trustee pursuant to Section 10.05 to proceed with such action.

**Section 7.09. Liability of Owner Trustee, Certificate Registrar and Certificate Paying Agent.** All provisions affording protection to or limiting the liability of the Owner Trustee shall inure as well to the Certificate Registrar and Certificate Paying Agent.

**Section 7.10. Trustee Disclaimer; No Investment Advice.** Each of the parties hereto hereby agrees and, as evidenced by its acceptance of any benefits hereunder, the Certificateholder agrees that the Owner Trustee in any capacity (x) has not provided and shall not provide in the future, any advice, counsel or opinion regarding the tax, regulatory, financial, investment, securities law or insurance implications and consequences of the formation, funding and ongoing administration of the Trust, including, but not limited to, income, gift and estate tax issues, insurable

interest issues, risk retention issues, doing business or other licensing matters and the initial and ongoing selection and monitoring of financing arrangements, (y) has not made any investigation as to the accuracy of any representations, warranties or other obligations of the Trust under the Basic Documents and shall have no liability in connection therewith and (z) has not prepared or verified, and shall not be responsible or liable for, any information, disclosure or other statement in any disclosure or offering document or in any other document issued or delivered in connection with the sale or transfer of the Notes or the Certificate. Additionally, each of the parties hereto hereby agrees and, as evidenced by its acceptance of any benefits hereunder, the Certificateholder agrees, in no event shall the Owner Trustee have any responsibility to monitor compliance with, make calculations or provide or otherwise make available information or documents required by Regulation RR, EU Retention Requirement or any other rules or regulations regarding risk retention. The Owner Trustee shall not be charged with knowledge of such rules, nor shall it be liable to any Certificateholder or any other party for a violation of such rules and regulations now or hereinafter in effect.

## ARTICLE VIII

## COMPENSATION OF OWNER TRUSTEE

**Section 8.01. Owner Trustee's Fees and Expenses.** The fees and expenses of the Owner Trustee shall be paid pursuant to the Administration Agreement.

**Section 8.02. Indemnification.** The Owner Trustee (as such and in its individual capacity) and its officers, directors, employees, agents, successors and assigns shall be entitled to indemnification as set forth in the Administration Agreement.

**Section 8.03. Payments to the Owner Trustee.** The Owner Trustee shall not be paid from the Trust Assets.

## ARTICLE IX

## TERMINATION OF TRUST AGREEMENT

**Section 9.01. Termination of Trust Agreement.**

(a) This Agreement (other than Article VIII) shall terminate and the Trust shall dissolve and be wound up upon the payment of all of the Trust's debts and obligations, including (i) payment of all amounts due on the Notes and all other amounts payable by the Trust under the Indenture, (ii) the payment of all amounts payable by the Trust under the Collateral Administration Agreement and (iii) the payment or discharge of all other amounts owed by the Trust under the Basic Documents. The bankruptcy, liquidation or dissolution of the Certificateholder shall not (x) operate to terminate this Agreement or the Trust, (y) entitle the Certificateholder's legal representatives to claim an accounting or to take any action or proceeding in any court for a partition or winding up of all or any part of the Trust or Trust Assets or (z) otherwise affect the rights, obligations and liabilities of the parties hereto.

(b) Except as provided in Section 9.01(a), neither the Sponsor nor the Certificateholder shall be entitled to revoke or terminate the Trust.

(c) Within five (5) Business Days following payment (or provision for payment) of all of the Trust's debts and obligations, the Certificate Paying Agent shall deliver a notice to the Certificateholder stating (i) the date upon or with respect to which final payment of the Certificate shall be made upon presentation and surrender of the Certificate at the office of the Certificate Paying Agent therein designated, (ii) the amount of any such final payment and (iii) that payments shall be made only upon presentation and surrender of the Certificate at the office of the Certificate Paying Agent therein specified. The Certificate Paying Agent shall give such notice to the Certificate Registrar (if other than the Certificate Paying Agent) at the time such notice is given to the Certificateholder. Upon presentation and surrender of the Certificate, the Certificate Paying Agent shall cause to be distributed to the Certificateholder amounts distributable on the date specified in the above-referenced notice.

In the event that the Certificateholder shall not have surrendered the Certificate for cancellation within six (6) months after the date specified in the above-referenced notice, the Certificate Paying Agent shall give a second notice to the Certificateholder to surrender the Certificate for cancellation and receive the final distribution with respect thereto. If within one (1) year after the second notice the Certificate shall not have been surrendered for cancellation, the Certificate Paying Agent may take appropriate steps, or may appoint an agent to take appropriate steps, to contact the Certificateholder concerning surrender of the Certificate, and the cost thereof shall be paid out of the funds and other assets that shall remain subject to this Agreement.

(d) Upon receipt of written direction from the Sponsor that the Trust has been wound up in accordance with Section 3808(e) of the Delaware Trust Statute, the Owner Trustee shall cause the Certificate of Trust to be cancelled by filing, at the expense of the Sponsor, a certificate of cancellation with the Delaware Secretary of State in accordance with the provisions of Section 3810 of the Delaware Trust Statute and, thereupon, the Trust shall terminate and this Agreement (other than Article VIII, which shall survive) shall be of no further force or effect.

## ARTICLE X

## SUCCESSOR OWNER TRUSTEES AND ADDITIONAL TRUSTEES

**Section 10.01. Eligibility Requirements for Owner Trustee.** The Owner Trustee shall at all times (i) be a bank or trust company satisfying the provisions of Section 3807(a) of the Delaware Trust Statute; (ii) be authorized to exercise corporate trust powers; (iii) have, or have a parent that has, a combined capital and surplus of at least $50,000,000; (iv) not be an Affiliate of the Sponsor; and (v) be subject to supervision or examination by federal or state authorities. If such corporation shall publish reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purpose of this Section 10.01, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Owner Trustee shall cease to be eligible in accordance with the provisions of this Section 10.01, the Owner Trustee shall resign immediately in the manner and with the effect specified in Section 10.02.

**Section 10.02. Resignation or Removal of Owner Trustee.** The Owner Trustee may at any time resign and be discharged from the trusts hereby created by giving 30 days' prior written notice thereof to the Sponsor and the Indenture Trustee. Upon receiving such notice of resignation, the Sponsor, shall promptly appoint a successor Owner Trustee meeting the eligibility requirements of Section 10.01 by written instrument, in duplicate, one copy of which instrument shall be delivered to the resigning Owner Trustee and one copy to the successor Owner Trustee. If no successor Owner Trustee shall have been so appointed or shall not have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Owner Trustee may, at the expense of the Trust, petition any court of competent jurisdiction for the appointment of a successor Owner Trustee; provided, however, that any costs incurred by the Owner Trustee that are associated with such petition shall be reimbursed to the Owner Trustee if the resignation of the Owner Trustee is based on the nonpayment of the Owner Trustee Fee or any indemnification amount owed to the Owner Trustee (in the manner and as provided for in this Agreement).

If at any time the Owner Trustee shall cease to be eligible in accordance with the provisions of Section 10.01 and shall fail to resign in the manner provided for in Section 10.02, or if at any time the Owner Trustee shall be legally unable to act, or shall be adjudged bankrupt or insolvent, or a receiver of the Owner Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Owner Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, or shall fail to perform its obligations under this Agreement, then the Sponsor may remove the Owner Trustee. If the Sponsor shall remove the Owner Trustee under the authority of the immediately preceding sentence, the Sponsor shall promptly appoint a successor Owner Trustee meeting the eligibility requirements of Section 10.01 by written instrument, in duplicate, one copy of which instrument shall be delivered to the outgoing Owner Trustee so removed and one copy to the successor Owner Trustee, and shall pay all fees and expenses owed to the outgoing Owner Trustee.

Any resignation or removal of the Owner Trustee and appointment of a successor Owner Trustee pursuant to any of the provisions of this Section 10.02 shall not become effective until acceptance of appointment by the successor Owner Trustee pursuant to Section 10.03 and payment of all fees and expenses owed to the outgoing Owner Trustee.

**Section 10.03. Successor Owner Trustee.** Any successor Owner Trustee appointed pursuant to Section 10.02 shall execute, acknowledge and deliver to the Sponsor and to its predecessor Owner Trustee an instrument accepting such appointment under this Agreement, and thereupon the resignation or removal of the predecessor Owner Trustee shall become effective, and such successor Owner Trustee, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties and obligations of its predecessor under this Agreement, with like effect as if originally named as Owner Trustee. The predecessor Owner Trustee shall upon payment of its fees, expenses and indemnity deliver to the successor Owner Trustee all documents and statements and monies held by it under this Agreement; and the Sponsor and the predecessor Owner Trustee shall execute and deliver such instruments and do such other things as may reasonably be required for fully and certainly vesting and confirming in the successor Owner Trustee all such rights, powers, duties and obligations.

No successor Owner Trustee shall accept appointment as provided in this Section 10.03 unless at the time of such acceptance such successor Owner Trustee shall be eligible pursuant to Section 10.01.

Upon acceptance of appointment by a successor Owner Trustee pursuant to this Section 10.03, the successor Owner Trustee shall mail notice thereof to the Certificateholder and the Indenture Trustee.

Any successor Owner Trustee shall file an amendment to the Certificate of Trust as required by the Delaware Trust Statute.

**Section 10.04. Merger or Consolidation of Owner Trustee.** Any corporation into which the Owner Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Owner Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Owner Trustee, shall be the successor of the Owner Trustee hereunder, without the execution or filing of any instrument or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding; *provided*, that such corporation shall be eligible pursuant to Section 10.01. The Owner Trustee shall file an amendment to the Certificate of Trust if required by the Delaware Trust Statute.

**Section 10.05. Appointment of Co-Trustee or Separate Trustee.** Notwithstanding any other provisions of this Agreement, at any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Assets may at the time be located, the Sponsor and the Owner Trustee acting jointly shall have the power and shall execute and deliver all instruments to appoint one or more Persons at the direction of the Sponsor and Owner Trustee to act as co-trustee, jointly with the Owner Trustee, or as separate trustee or separate trustees, of all or any part of the Trust Assets, and to vest in such Person, in such capacity, such title to the Trust or any part thereof and, subject to the other provisions of this Section 10.05, such powers, duties, obligations, rights and trusts as the Sponsor and the Owner Trustee may consider necessary or desirable. No co-trustee or separate trustee under this Agreement shall be required to meet the terms of eligibility as a successor Owner Trustee pursuant to Section 10.01, and no notice of the appointment of any co-trustee or separate trustee shall be required pursuant to Section 10.03.

Each separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

(a) all rights, powers, duties and obligations conferred or imposed upon the Owner Trustee shall be conferred upon and exercised or performed by the Owner Trustee and such separate trustee or co-trustees jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Owner Trustee joining in such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Owner Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely with the consent of the Owner Trustee;

(b) no trustee under this Agreement shall be personally liable by reason of any act or omission of any other trustee under this Agreement; and

(c) the Owner Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

Any notice, request or other writing given to the Owner Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Agreement and the conditions of this Article X. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Owner Trustee or separately, as may be provided therein, subject to all the provisions of this Agreement, specifically including every provision of this Agreement relating to the conduct of, affecting the liability of, or affording protection to, the Owner Trustee. Each such instrument shall be filed with the Owner Trustee.

Any separate trustee or co-trustee may at any time appoint the Owner Trustee as its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Agreement on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the

Owner Trustee, to the extent permitted by law, without the appointment of a new or successor co-trustee or separate trustee.

## ARTICLE XI

## MISCELLANEOUS

**Section 11.01. Supplements and Amendments.**

(a) This Agreement may be amended from time to time by mutual written agreement of the parties hereto 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,

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

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

*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 the interests of the Indenture Trustee (unless the Indenture Trustee shall have consented to such amendment); and, *provided further,* that no such amendment may adversely affect the interests of Freddie Mac (unless Freddie Mac has consented to such amendment).

(b) This Agreement may also be amended from time to time by mutual written 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 the Original Notes (without giving effect to exchanges) allocated to each of the Classes of Notes that are materially and adversely affected by such amendment, for any other purpose; provided, that no 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.

(c) No amendment may be made to this Agreement unless the Sponsor, the Administrator, the Owner Trustee and the Indenture Trustee have received a Tax Opinion.

(d) Any amendment to this Agreement that would affect the interests of Freddie Mac or Certificateholder shall require the prior consent of Freddie Mac or Certificateholder, as applicable.

(e) No provision of Section 2.03 or 4.01 hereof may be amended in any manner unless (i) the Indenture Trustee, at the direction of Noteholders (to the extent required in accordance with the terms of the Indenture), and Freddie Mac have consented in writing thereto or (ii) all amounts under the Collateral Administration Agreement and Capital Contribution Agreement (including any contingent amounts that may become due and payable after any date of determination) have been paid in full, no Notes are outstanding and the Indenture has been discharged.

(f) Any amendment of this Agreement which affects the rights or duties of the Certificate Registrar, the Indenture Trustee or the Certificate Paying Agent shall require the consent of the Certificate Registrar, the Certificate Paying Agent or the Indenture Trustee, as applicable.

(g) Promptly after the execution of any amendment to this Agreement or to the Certificate of Trust, the Sponsor shall furnish written notification of the substance of such amendment to the Certificateholder, the Indenture Trustee and the Rating Agencies.

(h) It shall not be necessary for the consent of Freddie Mac, Certificateholder or Noteholders pursuant to this Section 11.01 to approve the particular form of any proposed amendment or consent, but it shall be sufficient if such consent shall approve the substance thereof. The manner of obtaining such consents (and any other consents of the Certificateholder provided for in this Agreement or in any other Basic Document) and of evidencing the authorization of the execution thereof by Freddie Mac or the Certificateholder shall be subject to such reasonable requirements as the Sponsor and the Certificate Registrar may prescribe. The Owner Trustee shall have no duty or obligation to obtain or verify the consent of any party to any amendment hereto or to any other Basic Document.

(i) Promptly after the execution of any amendment to the Certificate of Trust, the Owner Trustee shall cause the filing of such amendment with the Secretary of State.

(j) Prior to the execution of any amendment to this Agreement or the Certificate of Trust, the Owner Trustee and the Indenture Trustee and the Certificateholder shall be entitled to receive and conclusively rely upon an Opinion of Counsel stating that (i) the execution of such amendment is authorized or permitted by this Agreement and (ii) that all conditions precedent to the execution and delivery of such amendment by the Trust or the Owner Trustee, as the case may be, have been met.

(k) The Owner Trustee may, but shall not be obligated to, enter into any amendment to this Agreement that affects the Owner Trustee's own rights, duties or immunities under this Agreement or otherwise.

(l) The Sponsor shall deliver to each Rating Agency notice of any such amendment.

**Section 11.02. No Legal Title to Trust Assets in the Certificateholder.** The Certificateholder shall not have legal title to any part of the Trust Assets. The Certificateholder shall be entitled to receive distributions with respect to its undivided beneficial ownership interest therein only in accordance with Articles V and IX. No transfer, by operation of law or otherwise, of any right, title or interest of the Certificateholder to and in the Certificateholder's ownership interest in the Trust Assets shall operate to terminate this Agreement or the Trust hereunder.

**Section 11.03. Limitations on Rights of Others.** The provisions of this Agreement are solely for the benefit of the Owner Trustee, the Sponsor, the Certificateholder and, to the extent expressly provided herein and for so long as the Notes are outstanding and the Indenture has not been discharged, the Indenture Trustee and the Noteholders, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim in the Trust Assets or under or in respect of this Agreement or any covenants, conditions or provisions contained herein

**Section 11.04. Notices.**

(a) Unless otherwise expressly specified or permitted by the terms hereof , 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, to the applicable address specified for each party provided below (except that notice to the Owner Trustee shall be deemed given only upon actual receipt by a Responsible Officer of the Owner Trustee):

If to the Issuer, to:

Freddie Mac STACR REMIC Trust 2026-DNA4
c/o Wilmington Trust, National Association, as Owner Trustee
1100 North Market Street
Rodney Square North
Wilmington, DE 19890
Attention: Freddie Mac STACR REMIC Trust 2026-DNA4 Administrator
rmbstrustee@wilmingtontrust.com

with a copy to the Owner Trustee:

Wilmington Trust, National Association, as Owner Trustee
1100 North Market Street
Rodney Square North
Wilmington, DE 19890
Attention: Freddie Mac STACR REMIC Trust 2026-DNA4 Administrator
rmbstrustee@wilmingtontrust.com

If to the Indenture Trustee, to:

Citibank, N.A., as Indenture Trustee
388 Greenwich Street
New York, NY 10013
Attention: Agency & Trust – STACR 2026-DNA4
Email: dragana.boskovic@citi.com

If to the Sponsor, to:

Freddie Mac
1551 Park Run Drive
McLean, Virginia 22102-3110
Attention: Vice President – Single-Family CRT & LPMS
Email: STACR_TEAM@freddiemac.com

with copies to:

Freddie Mac
Legal Division
8200 Jones Branch Drive
McLean, Virginia 22102-3110
Attention: Vice President and Deputy General Counsel, Securities Department
Email: Legal_DGC_VP_Mortgage_Securities@freddiemac.com

or, as to each party, at such other address as shall be designated by such party in a written notice to each other party.

(b) Any notice required or permitted to be given to the Certificateholder shall be given by first-class mail, postage prepaid, at the Certificateholder's address as shown in the Certificate Register. Any notice so mailed within the time prescribed in this Agreement shall be conclusively presumed to have been duly given, whether or not the Certificateholder receives such notice.

**Section 11.05. Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, 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 11.06. Counterparts and Imaged Copies.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The parties agree that faxed signatures and electronically imaged signatures such as .pdf files evidencing original signatures shall be acceptable for purposes of delivery and shall be binding on the parties hereto.

**Section 11.07. Successors and Assigns.** All covenants and agreements contained herein shall be binding upon, and inure to the benefit of, each of the Sponsor and its successors and permitted assigns, the Owner Trustee and its successors and the Certificateholder and its successors and permitted assigns, all as herein provided. Any request, notice, direction, consent, waiver or other instrument or action by the Certificateholder shall bind the successors and assigns of such Certificateholder.

**Section 11.08. No Petition.**

(a) To the fullest extent permissible by applicable law, the Owner Trustee, by entering into this Agreement, the Certificateholder, by accepting the Certificate, and the Indenture Trustee and each Noteholder, by accepting the benefits of this Agreement, hereby covenant and agree that they shall not at any time institute against

the Sponsor or the Trust, or join in any institution against the Sponsor or the Trust of, any bankruptcy proceedings under any United States federal or state bankruptcy or similar law in connection with any obligations relating to the Certificate, the Notes, this Agreement or any of the other Basic Documents; provided, however, nothing in this Section 11.08 shall preclude, or be deemed to stop, the Owner Trustee (i) from taking any action in (A) any case or proceeding voluntarily filed or commenced by the Sponsor or the Trust or (B) any involuntary insolvency proceeding filed or commenced by a Person other than such trustee, or (ii) from commencing against the Sponsor or the Trust or any of their respective property any legal action which is not a bankruptcy or reorganization,

(b) The Sponsor shall not be liable for the default or misconduct of the Owner Trustee, the Indenture Trustee or the Certificate Paying Agent under any of the Basic Documents or otherwise and the Sponsor shall have no obligation or liability to perform the obligations of the Trust under this Agreement or the other Basic Documents that are required to be performed by the Indenture Trustee under the Indenture.

**Section 11.09. No Recourse.** The Certificateholder, by accepting the Certificate, acknowledges that such Certificate represents beneficial interests in the Trust only and does not represent an interest in or an obligation of the Sponsor, the Owner Trustee, the Indenture Trustee or any Affiliate thereof and no recourse may be had against such parties or their assets, except as may be expressly set forth or contemplated in this Agreement, the other Basic Documents or the Certificate.

**Section 11.10. Headings.** The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**Section 11.11. Sponsor.** The Sponsor is authorized to prepare, or cause to be prepared, execute and deliver on behalf of the Trust, any such documents, reports, filings, instruments, certificates and opinions as it shall be the duty of the Trust or the Owner Trustee to prepare, file or deliver pursuant to the Basic Documents. Upon written request, the Owner Trustee shall execute and deliver to the Sponsor a limited power of attorney appointing the Sponsor as the Trust's agent and attorney-in-fact to prepare, or cause to be prepared, execute and deliver any such documents, reports, filings, instruments, certificates and opinions.

**Section 11.12. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SPONSOR AND THE OWNER TRUSTEE HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) CONSENT TO SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE FOR PURPOSES OF ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (II) WAIVE (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 11.04 AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON RECEIPT THEREOF.

THE SPONSOR AND THE OWNER TRUSTEE EACH HEREBY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTE RESOLVED IN COURT SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trust Agreement to be duly executed and delivered as of the date first above written.

FEDERAL HOME LOAN MORTGAGE CORPORATION, as Sponsor

By: _____
Name: Christian Valencia
Title: Vice President – Single-Family CRT & LPMS

WILMINGTON TRUST, NATIONAL ASSOCIATION, in its individual capacity and as Owner Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trust Agreement to be duly executed and delivered as of the date first above written.

FEDERAL HOME LOAN MORTGAGE CORPORATION, as Sponsor

By: _____
Name: Christian Valencia
Title: Vice President – Single-Family CRT & LPMS

WILMINGTON TRUST, NATIONAL ASSOCIATION, in its individual capacity and as Owner Trustee

By: _____
Name: Erika Forshtay
Title: Vice President

**EXHIBIT A**

**FORM OF OWNER CERTIFICATE**

THIS CERTIFICATE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY STATE SECURITIES LAWS. NEITHER THIS CERTIFICATE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION, UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS CERTIFICATE BY ITS ACCEPTANCE HEREOF AGREES TO NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS CERTIFICATE; PROVIDED THAT THE MERGER OR CONSOLIDATION OF THE CERTIFICATEHOLDER WITH OR INTO ANY OTHER ENTITY, OR THE SALE, CONVEYANCE OR OTHER TRANSFER OF ALL OR SUBSTANTIALLY ALL OF ITS ASSETS TO ANY OTHER ENTITY SHALL NOT CONSTITUTE AN OFFER, SALE, PLEDGE OR OTHER TRANSFER OF THIS CERTIFICATE.

THIS CERTIFICATE DOES NOT EVIDENCE AN OBLIGATION OF OR AN INTEREST IN, AND IS NOT GUARANTEED BY, THE SPONSOR, THE OWNER TRUSTEE, THE INDENTURE TRUSTEE OR ANY AFFILIATE OF ANY OF THEM AND IS NOT INSURED OR GUARANTEED BY ANY GOVERNMENTAL AGENCY OR PRIVATE INSURER.

THE HOLDER OF THIS CERTIFICATE WILL BE ENTITLED ONLY TO CERTAIN LIMITED DISTRIBUTIONS AS PROVIDED IN THE TRUST AGREEMENT REFERRED TO HEREIN.

FREDDIE MAC STACR REMIC TRUST 2026-DNA4

OWNER CERTIFICATE

No. [_____] Percentage Interest: 100%

THIS CERTIFIES THAT the Federal Home Loan Mortgage Corporation (the "**Certificateholder**") is the registered owner of the Percentage Interest evidenced by this Owner Certificate evidencing an undivided beneficial ownership interest in Freddie Mac STACR REMIC Trust 2026-DNA4, a Delaware statutory trust (the "**Trust**") existing under the laws of the State of Delaware and entitling the Certificateholder to certain distributions with respect to the Trust and pursuant to the Amended and Restated Trust Agreement dated as of November 3, 2026 (as amended and restated from time to time, the "**Trust Agreement**"), between the Federal Home Loan Mortgage Corporation, as sponsor (the "**Sponsor**"), and Wilmington Trust, National Association, as owner trustee (in such capacity, and not in its individual capacity, the "**Owner Trustee**"). The terms of the Trust Agreement are incorporated by reference herein verbatim. Capitalized terms used but not defined herein have the meanings assigned to such terms in the Trust Agreement or the Indenture dated as of November 3, 2026 (as amended from time to time, the "**Indenture**"), among the Trust, Citibank, N.A., as indenture trustee (the "**Indenture Trustee**") and exchange administrator (the **"Exchange Administrator"**), U.S. Bank Trust Company, National Association, as custodian (the "**Custodian**"), and U.S. Bank National Association, as account bank (the "**Account Bank**"). The Owner Trustee, on behalf of the Trust and not in its individual capacity, has executed this Owner Certificate by one of its duly authorized signatories as set forth below. This Owner Certificate is referred to in the Trust Agreement and is issued under and is subject to the terms, provisions and conditions of the Trust Agreement to which the Certificateholder by virtue of the acceptance hereof agrees and by which the Certificateholder is bound. This Owner Certificate does not purport to summarize the Trust Agreement. The Owner Trustee and the Certificate Registrar make no representation or warranty as to any of the statements contained herein or the validity or sufficiency of this Certificate or the Trust Assets.

**THIS CERTIFICATE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.**

[Signature page follows]

IN WITNESS WHEREOF, the Owner Trustee, on behalf of the Trust and not in its individual capacity, has caused this Owner Certificate to be duly executed.

FREDDIE MAC STACR REMIC TRUST
2026-DNA4
By: Wilmington Trust, National Association,
not in its individual capacity but solely as
Owner Trustee

By: _____
Authorized Signatory
Dated: November 3, 2026

CERTIFICATE OF AUTHENTICATION

This is the Owner Certificate referred to in the within-mentioned Trust Agreement.

Wilmington Trust, National Association, as
Certificate Registrar

By: _____
Authorized Signatory
Dated: November 3, 2026

This Certificate does not represent an obligation of, or an interest in, the Sponsor, the Indenture Trustee, the Owner Trustee, the Custodian, the Account Bank or any affiliates of any of them and no recourse may be had against such parties or their assets, except as expressly set forth or contemplated herein or in the Trust Agreement or the other Basic Documents. In addition, this Certificate is not guaranteed by any governmental agency or instrumentality. A copy of the Trust Agreement may be examined by the Certificateholder upon written request during normal business hours at the principal office of the Sponsor and at such other places, if any, designated by the Sponsor.

Payments on this Certificate will not be made until all amounts payable by the Trust with respect to the Notes under the Indenture, all amounts payable by the Trust to Freddie Mac under the Collateral Administration Agreement (including any contingent amounts that may become due and payable after any date of determination) and all amounts payable by the Trust under the other Basic Documents have been paid in full or discharged.

The Owner Certificate shall be issued and maintained in definitive, fully registered form having a Percentage Interest of 100%.

As provided in the Trust Agreement and subject to certain limitations set forth therein, the Certificate is exchangeable for another Certificate. No service charge will be made for any such exchange, but the Owner Trustee or the Certificate Registrar may require payment of a sum sufficient to cover any tax or governmental charge payable in connection therewith.

The Owner Trustee, the Certificate Paying Agent, the Certificate Registrar and any agent of the Owner Trustee, the Certificate Paying Agent or the Certificate Registrar may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and none of the Owner Trustee, the Certificate Paying Agent, the Certificate Registrar or any such agent shall be affected by any notice to the contrary.

The obligations and responsibilities created by the Trust Agreement and the Trust created thereby (other than the obligations expressly stated to survive) shall terminate upon the payment of all amounts due on the Notes and all other amounts payable by the Trust in accordance with the terms of the Indenture, the payment of all amounts payable by the Trust under the Collateral Administration Agreement and the payment or discharge of all other amounts owed by the Trust under the Basic Documents, including the payment to the Certificateholder of all amounts required to be paid to such Certificateholder pursuant to the Trust Agreement and the disposition of all property held as part of the Trust Assets.

The Certificateholder will be deemed to have agreed to be bound by the restrictions of the Trust Agreement, including but not limited to the restrictions that (i) no ownership interest in this Certificate may be transferred and (ii) any attempted or purported transfer of any ownership interest in this Certificate will be absolutely null and void and will vest no rights in the purported transferee.

**EXHIBIT B**

**CERTIFICATE OF TRUST**

# Delaware

The First State



***I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF STATUTORY TRUST REGISTRATION OF "FREDDIE MAC STACR REMIC TRUST 2026-DNA4", FILED IN THIS OFFICE ON THE FIRST DAY OF OCTOBER, A.D. 2026, AT 5:19 O`CLOCK P.M.***

C. B. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

10790779 8100
SR# 20264577350

Authentication: 205304906
Date: 10-02-26

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF TRUST
OF
FREDDIE MAC STACR REMIC TRUST 2026-DNA4

THIS Certificate of Trust of Freddie Mac STACR REMIC Trust 2026-DNA4 (the **"Trust"**) is being duly executed and filed on behalf of the Trust by the undersigned, as trustee, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. § 3801 et seq.) (the **"Act"**).

1. Name. The name of the statutory trust formed by this Certificate of Trust is Freddie Mac STACR REMIC Trust 2026-DNA4.

2. Owner Trustee. The name and address of the trustee of the Trust with a principal place of business in the State of Delaware are Wilmington Trust, National Association, 1100 North Market Street, Rodney Square North, Wilmington, DE 19890.

3. Effective Date. This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Trust in accordance with Section 3811(a)(1) of the Act.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
not in its individual capacity but solely as Owner Trustee of the Trust

By: _____
Name: Erika Forshtay
Title: Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:19 PM 10/01/2026
FILED 05:19 PM 10/01/2026
SR 20264577350 - File Number 10790779