

**ACCOUNT CONTROL AGREEMENT**

dated as of [REDACTED]

among

FREDDIE MAC STACR REMIC TRUST [REDACTED] - [REDACTED], as Issuer,

and

[REDACTED], as Indenture Trustee

and

[REDACTED], as Custodian

ACCOUNT CONTROL AGREEMENT, dated as of [REDACTED] (this “**Agreement**”), among FREDDIE MAC STACR REMIC TRUST [REDACTED] - [REDACTED] (the “**Issuer**”), [REDACTED] in its capacity as indenture trustee (in such capacity, together with its successors in such capacity, the “**Indenture Trustee**”) under the Indenture referred to in Section 13.1 herein, and [REDACTED], in its capacity as custodian and as securities intermediary (in any such capacity, together with its successors in any such capacity, the “**Custodian**”).

In consideration of the mutual agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I INTERPRETATION

Section 1.1. 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 of even date herewith between the Issuer, [REDACTED], as Indenture Trustee and Exchange Administrator, and [REDACTED], as Custodian (the “**Indenture**”). The Glossary, as the same may be amended, supplemented or modified from time to time in accordance with the terms of the Indenture, 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 APPOINTMENT OF CUSTODIAN

Section 2.1. Appointment. In accordance with Section 10.01 of the Indenture, the Issuer hereby appoints the Custodian to act as custodian under this Agreement. The Custodian hereby accepts such appointment and agrees to abide by the terms and conditions of the Indenture as it relates to the Custodian. The Custodian shall hold all Eligible Investments comprised of certificated securities and instruments in physical form at an office in the United States. All certificated securities, instruments, and other financial assets shall be credited to the Custodian Account (as defined in Section 3.1).

Section 2.2. Use of Depositories. Subject to the terms hereof, the Issuer and the Indenture Trustee hereby authorize the Custodian to utilize Depositories to the extent possible in connection with its performance hereunder. Securities and cash deposited by the Custodian in a Depository shall be held subject to the rules, terms and conditions of such Depository. The Custodian shall identify on its books and records the securities and cash belonging to the Issuer and pledged to the Indenture Trustee, whether held directly or indirectly through Depositories.

## ARTICLE III THE ACCOUNT

Section 3.1. Establishment of Account. The Custodian acknowledges and agrees that it has established and is maintaining on its books and records the following account in the name of Freddie Mac STACR REMIC Trust [REDACTED] - [REDACTED], subject to the lien of the Indenture Trustee, for the benefit of the Secured Parties:

- account number [REDACTED] designated the STACR REMIC TRUST [REDACTED] - [REDACTED] custodian account, (such account, together with any replacement thereof or substitution therefor pursuant to the terms of the Indenture, and any Sub-accounts the “**Custodian Account**”). The Issuer, the Indenture Trustee and the Custodian hereby agree that the Custodian Account consists of and shall be deemed to consist of a “securities account” (within the meaning of Section 8-501 of the UCC and Article 1(1)(b) of the Hague Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary (the “**Hague Securities Convention**”)) with respect to securities and other financial assets held therein and a “deposit account” (within the meaning of Section 9-102 of the UCC) with respect to deposited cash. The Indenture Trustee shall deposit the proceeds from the sale of the Notes, or shall cause such proceeds to be deposited, with the Custodian and the Custodian hereby agrees to credit all such property received by it to the Custodian Account and to comply with any entitlement order or direction of the Indenture Trustee in accordance therewith.

Section 3.2. Status of Accounts; Treatment of Property as Financial Assets; Relationship of Parties. The Custodian hereby agrees with the Issuer and the Indenture Trustee that: (i) the Custodian is a “securities intermediary” (within the meaning of Section 8-102(a)(14) of the UCC) and an “intermediary” (within the meaning of Article 1(1)(c) of the Hague Securities Convention) with respect to any financial assets held in the Custodian Account and a “bank”, as defined in Section 9-102(a)(8) of the UCC with respect to any cash credited to the Custodian Account, and the Issuer

is the “entitlement holder” (within the meaning of Section 8-102(a)(7) of the UCC) and the “account holder” (within the meaning of Article 1(1)(d) of the Hague Securities Convention), (ii) each item of property (whether a security, an instrument or any other property, other than cash) credited to any of the Accounts shall be treated as a “financial asset” (within the meaning of Section 8-102(a)(9) of the UCC); provided, however, nothing herein shall require the Custodian to credit to any securities account or to treat as a financial asset (within the meaning of Section 8-102(a)(9) of the UCC) any asset in the nature of a general intangible (as defined in Section 9-102(a)(42) of the UCC) or to “maintain” a sufficient quantity thereof (within the meaning of Section 8-504 of the UCC) and (iii) the Collateral in the Custodian Account and any rights or proceeds derived therefrom are subject to the liens and other security interests in favor of the Indenture Trustee acting on behalf of the Secured Parties as set forth in the Indenture.

**Section 3.3. Books and Records.** The Custodian shall promptly credit to the Custodian Account all property delivered to it hereunder in accordance with the Indenture and shall keep the Custodian Account Collateral separate and apart from the assets of the Custodian. The Custodian shall maintain proper books of account and complete records of Custodian Account Collateral and transactions in the Custodian Account. On at least five Business Days advance written notice, the Custodian shall permit the Administrator and the Administrator’s independent auditors to inspect during the Custodian’s regular business hours any books of account and records of Custodian Account Collateral and transactions in the Custodian Account.

**Section 3.4. Form of Securities, Instruments, etc.** All securities and other financial assets credited to the Custodian Account that are in registered form, shall be (i) registered in the name of, or payable to or to the order of, the Custodian (not in its individual capacity but solely as Custodian) or its nominee, (ii) indorsed to or to the order of the Custodian (not in its individual capacity but solely as Custodian) or in blank or (iii) credited to another securities account maintained in the name of the Custodian (not in its individual capacity but solely as Custodian); in no case shall any financial asset credited to the Custodian Account be registered in the name of the Issuer, or payable to the order of the Issuer, or specially indorsed to or to the order of the Issuer, unless the foregoing have been specially indorsed to or to the order of the Custodian or in blank.

**Section 3.5. Securities Intermediary’s and Bank’s Jurisdiction.** Each of the parties hereto agree (i) that for the purposes of the UCC, the Custodian’s “securities intermediary’s jurisdiction” (within the meaning of Section 8-110(e) of the UCC) and “bank’s jurisdiction” (within the meaning of Section 9-304(b) of the UCC) shall be the State of New York, (ii) that the law of the State of New York governs all issues specified in Article 2(i) of the Hague Securities Convention and to the extent not so provided in the Indenture or any other account agreement governing the Custodian Account (as well as the securities entitlements related thereto), such account is hereby amended to so provide and (iii) not to modify the law applying to such issues hereunder, or (so long as this Agreement is in effect), under any such account agreement, without the prior written consent of each party hereto. To the extent that the Custodian Account, this Agreement, the Indenture or any account agreements between the Issuer and the Custodian with respect to any such account, are at any time governed by the laws other than the State of New York, the parties hereto do not consent to the new governing law for purposes of Article 7 of the Hague Securities Convention.

**Section 3.6. Conflicts with other Agreements.** The parties hereto agree that, if there is any conflict between this Agreement (or any portion thereof) and any other agreement relating to the Custodian Account, the provisions of this Agreement shall prevail.

**Section 3.7. No Other Agreements.** The Custodian hereby confirms and agrees that:

(a) other than the Administration Agreement and the Indenture, there are no other agreements entered into between the Custodian and the Issuer with respect to the Custodian Account;

(b) it has not entered into, and until the termination of this Agreement shall not enter into without the consent of the Issuer, any agreement with any other Person relating to the Custodian Account and/or any financial assets credited thereto pursuant to which it has agreed or shall agree to comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) of such other Person; and

(c) it has not entered into, and until the termination of this Agreement shall not enter into without the consent of the Issuer, any agreement with the Issuer or the Indenture Trustee purporting to limit or condition the obligation of the Custodian to comply with entitlement orders as set forth in Section 3.8.

**Section 3.8. Entitlement Orders, Standing Instructions.** Absent receipt of a Notice of Exclusive Control, the Custodian shall comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) originated by the Issuer without further consent by the Indenture Trustee. The Issuer, the Indenture Trustee and the Custodian agree that if at

any time the Custodian shall receive any “entitlement order” (within the meaning of Section 8-102(a)(8) of the UCC), or any other Written Instruction (as defined in Section 7.2), originated by the Indenture Trustee pursuant to the Indenture and relating to the Custodian Account, the Custodian shall comply with such entitlement order or other Written Instruction without further consent by the Issuer or any other Person. If the Indenture Trustee delivers a Notice of Exclusive Control to the Custodian, the Custodian shall cease (i) complying with entitlement orders or other directions concerning the Custodian Account originated by the Issuer and (ii) distributing to the Issuer interest and other distributions on property in the Custodian Account; *provided* that the Indenture Trustee shall not deliver a Notice of Exclusive Control unless an Event of Default has occurred or a Termination Date has been declared and the Notes have been accelerated pursuant to the terms of the Indenture. The Custodian shall have no obligation to act and shall be fully protected in refraining from acting, in respect of any such Custodian Account Collateral in the absence of such entitlement order or Written Instruction. The Custodian shall deposit, and direct or otherwise cause each issuer, obligor, guarantor, clearing corporation or other applicable Person to pay and deposit, into the Custodian Account under and in accordance with the Indenture, all income, distributions and other cash payments and proceeds in respect of the Collateral which are received by it, until such time as the Indenture Trustee may otherwise direct the Custodian in accordance with this Agreement and the Indenture.

#### **ARTICLE IV THE CUSTODIAN**

Section 4.1. No Change to Accounts. Without the prior written consent (not to be unreasonably withheld) of the Indenture Trustee, the Custodian shall not change the designation of the Custodian Account and shall provide prior written notice to the Indenture Trustee and the Issuer in the event of a change in the account number due to a systems change or upgrade or regulatory requirement.

Section 4.2. Certain Information. The Custodian shall promptly notify the Indenture Trustee and the Issuer if it has actual knowledge of or receives written notice that any Person asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the property credited to any Account. The Custodian shall make available to the Issuer and the Indenture Trustee simultaneously, copies of all statements, confirmations and other correspondence relating to the Custodian Account (and/or any financial assets credited thereto). The Custodian agrees to make available to the Issuer and the Indenture Trustee, upon reasonable written request, an account statement with respect to the Custodian Account. Pursuant to Section 6.05(a) of the Indenture, the Indenture Trustee shall furnish the Custodian with the Payment Date Statement and any written directions two Business Days prior to a Payment Date which shall set forth the amount of Custodian Account Collateral to be delivered to the Distribution Account one Business Day prior to the related Payment Date.

Section 4.3. Investment. On the Closing Date, the proceeds from the issuance of the Notes shall be delivered to the Custodian. All or any portion of such proceeds may be applied to purchase one or more Eligible Investments for inclusion in the Custodian Account Collateral upon delivery by the Investment Manager to the Custodian of Written Instructions containing the details of such purchase. The Custodian shall collect all income, principal and other distributions due and payable on the Custodian Account Collateral, as well as the proceeds from the sale of any investments. Until the Custodian receives a Notice of Exclusive Control from the Indenture Trustee, the Custodian is authorized to act upon any Written Instructions from an Authorized Person of the Issuer to transfer the Custodian Account Collateral from the Custodian Account or substitute other collateral for any collateral then held in the Custodian Account. Promptly after each purchase or sale of securities or other property by the Issuer, an Authorized Person of the Issuer shall deliver to the Custodian Written Instructions specifying all information necessary for the Custodian to settle such purchase or sale. For the purpose of settling securities, the Issuer shall provide the Custodian with sufficient immediately available funds for all transactions. The Custodian shall account for all purchases and sales of securities and other property on the actual settlement date unless otherwise agreed by the Custodian. The Issuer understands that when the Custodian is instructed to deliver securities or other property against payment, delivery of such securities and receipt of payment therefor may not be completed simultaneously. The Issuer assumes full responsibility for all counterparty credit risks involved in connection with the Custodian’s delivery of securities or other property pursuant to the Written Instructions of the Issuer. The Custodian may, as a matter of bookkeeping convenience or by separate agreement with the Issuer, credit the Custodian Account with the proceeds from the sale, redemption or other disposition of securities or interest, dividends or other distributions payable on securities or other property prior to its actual receipt of final payment therefor. All such credits shall be conditional until the Custodian’s actual receipt of final payment and may be reversed by the Custodian to the extent that final payment is not received. Payment with respect to a transaction shall not be “final” until the Custodian shall have received immediately available

funds which under applicable local law, rule and/or practice are irreversible and not subject to any security interest, levy or other encumbrance, and which are specifically applicable to such transaction.

Section 4.4. Custodian Account Statements. The Custodian shall make available to the Indenture Trustee and Freddie Mac a Custodian Account statement within 30 days after the end of each calendar month (or such other frequency subsequently agreed upon by the Custodian and the Indenture Trustee) and a final Custodian Account statement within 30 days after the Custodian has transferred all of the Custodian Account Collateral from the Custodian Account as provided in this Agreement. Such Custodian Account statements shall reflect Custodian Account Collateral transactions during the period covered by each statement and the ending Custodian Account Collateral holdings.

Section 4.5. Corporate Actions. The Custodian shall notify the Issuer of such rights or discretionary actions or of the date or dates by when such rights must be exercised or such action must be taken provided that the Custodian has received, from the Issuer or the relevant Depository (with respect to securities issued in the United States), or a nationally or internationally recognized bond or corporate action service to which the Custodian subscribes, timely notice of such rights or discretionary corporate action or of the date or dates such rights must be exercised or such action must be taken. Absent actual receipt of such notice, the Custodian shall have no liability for failing to so notify the Issuer. Whenever securities (including, but not limited to, warrants, options, tenders, options to tender or non-mandatory puts or calls) confer optional rights on the Issuer or provide for discretionary action or alternative courses of action by the Issuer, the Issuer shall be responsible for making any decisions relating thereto and for directing the Custodian to act. In order for the Custodian to act, it must receive the Issuer's Written Instructions at the Custodian's offices, addressed as the Custodian may from time to time request, not later than noon at least two Business Days prior to the last scheduled date to act with respect to such securities (or such earlier date or time as the Custodian may notify the Issuer). Absent the Custodian's timely receipt of such Written Instructions, the Custodian shall not be liable for failure to take any action relating to or to exercise any rights conferred by such securities. The Custodian will make available to the Issuer proxy voting services upon the request of, and for the jurisdictions selected by, the Issuer in accordance with terms and conditions to be mutually agreed upon by the Custodian and the Issuer. Written Instructions relating to corporate actions and proxy voting services shall be provided solely via the Custodian's electronic platform or by S.W.I.F.T., unless otherwise agreed in writing. The Custodian shall promptly advise the Issuer upon its notification of the partial redemption, partial payment or other action affecting less than all securities of the relevant class. If the Custodian or any Depository holds any such securities in which the Issuer has an interest as part of a fungible mass, the Custodian or such Depository may select the securities to participate in such partial redemption, partial payment or other action in any non-discriminatory manner that it customarily uses to make such selection.

Section 4.6. Subordination. In the event that the Custodian has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Custodian Account, or any financial asset credited thereto, the Custodian hereby subordinates any such security interest therein to the security interest of the Indenture Trustee in the Custodian Account, in all property credited thereto and in all security entitlements with respect to such property. Without limitation of the foregoing, the Custodian hereby subordinates to such security interest of the Indenture Trustee any and all statutory, regulatory, contractual or other rights now or hereafter existing in favor of the Custodian over or with respect to the Custodian Account, all property credited thereto and all security entitlements to such property (including (i) any and all contractual rights of set-off, lien or compensation, (ii) any and all statutory or regulatory rights of pledge, lien, set-off or compensation, (iii) any and all statutory, regulatory, contractual or other rights to put on hold, block transfers from or fail to honor instructions of the Indenture Trustee with respect to the Custodian Account, or (iv) any and all statutory or other rights to prohibit or otherwise limit the pledge, assignment, collateral assignment or granting of any type of security interest of the Custodian in the Custodian Account), except the Custodian may set off the face amount of any checks that have been credited to any of the Custodian Account but are subsequently returned unpaid because of uncollected or insufficient funds and all amounts due to it in respect of customary fees and expenses for the routine maintenance and operation of the Custodian Account.

Section 4.7. Limitation on Liability.

(a) The Custodian shall not have any duties or obligations except those expressly set forth herein and shall satisfy those duties expressly set forth herein so long as it acts without willful misfeasance, bad faith, fraud or negligence. Without limiting the generality of the foregoing, the Custodian shall not be subject to any fiduciary or other implied duties, and the Custodian shall not have any duty to take any discretionary action or exercise any discretionary powers. None of the Custodian, any Affiliate of the Custodian, or any officer, agent, stockholder, partner, member, director or employee of the Custodian or any of their Affiliates shall have any liability, whether direct or

indirect and whether in contract, tort or otherwise (i) for any action taken or omitted to be taken by any of them hereunder or in connection herewith unless such act or omission was taken in bad faith or constituted willful misfeasance, fraud or negligence, or (ii) for any action taken or omitted to be taken by the Custodian at the direction of the Issuer prior to delivery of a Notice of Exclusive Control or the Indenture Trustee. In addition, the Custodian shall not be responsible or have any liability for making any investment or reinvestment of any cash balance in the Custodian Account pursuant to the terms of this Agreement and the Indenture. The liabilities of the Custodian shall be limited to those expressly set forth in this Agreement. With the exception of this Agreement, the Custodian is not responsible for or chargeable with knowledge of any terms or conditions contained in any agreement referred to herein.

(b) The Custodian shall have no liability whatsoever for the action or inaction of any Depository. The Custodian may enter into subcontracts, agreements and understandings with any affiliate, whenever and on such terms and conditions as it deems necessary or appropriate to perform its services hereunder. No such subcontract, agreement or understanding shall discharge the Custodian from its obligations hereunder.

Section 4.8. Reliance. The Custodian shall be entitled to conclusively rely upon, and shall not incur any liability for relying upon, any notice, legal opinion, request, certificate, consent, statement, instrument, document or other writing delivered to the Custodian under or in connection with this Agreement and believed by it in good faith to be genuine and to have been signed or sent by the proper Person. The Custodian may consult with legal counsel, independent accountants and other experts selected by it with due care, and shall not be liable for any action taken or not taken by the Custodian in good faith and in accordance with the advice of any such counsel, accountants or experts.

Section 4.9. Limitations on Duties. The duties and obligations of the Custodian shall be determined solely by the express provisions of this Agreement, and the Custodian shall take such action with respect to this Agreement as it shall be directed pursuant to Section 3.8, and the Custodian shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement and as specifically directed by the Issuer or the Indenture Trustee, and no implied covenants or obligations shall be read into this Agreement against the Custodian. Further, the Custodian shall have no duty to:

(a) Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Issuer in any particular transaction involving the Custodian Account Collateral or the suitability or propriety of retaining any particular investment as Custodian Account Collateral; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Custodian Account with respect to prudence or diversification.

(b) To act as trustee of the Custodian Account Collateral.

(c) To act as custodian of any collateral other than the Custodian Account Collateral.

(d) To act as investment manager of the Custodian Account Collateral or to provide Investment Advice,

(e) To make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent entitlement order, approval or other paper or document.

(f) To expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(g) Without limiting the generality of the foregoing, the Custodian shall be under no obligation to inquire into, and shall not be liable for, any Losses incurred by the Issuer, the Indenture Trustee or any other person as a result of the receipt or acceptance of fraudulent, forged or invalid Custodian Account Collateral, or Custodian Account Collateral which otherwise is not freely transferable or deliverable without encumbrance in any relevant market.

(h) To monitor the Issuer's or the Indenture Trustee's compliance with the Indenture.

(i) The Custodian is not at any time under any duty to monitor whether the Custodian Account Collateral is of a type required to be held in the Custodian Account, or to supervise the investment of, or to advise or make any recommendation for the purchase, sale, retention or disposition of any Custodian Account Collateral.

(j) The Custodian shall be under no obligation to take action to collect any amount payable on Custodian Account Collateral in default, or if payment is refused after due demand and presentment.

Section 4.10. Limitations.

(a) The Custodian shall not be liable for any error of judgment made in good faith by an officer or officers of the Custodian, except for its own willful misfeasance, bad faith, fraud or negligence in the performance or disregard of its duties or obligations hereunder.

(b) The Custodian shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with any direction of the Issuer (prior to the delivery of a Notice of Exclusive Control) or the Indenture Trustee given under this Agreement.

(c) Whenever in the administration of the provisions of this Agreement the Custodian shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action to be taken hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misfeasance, bad faith, fraud or negligence on the part of the Custodian or reckless disregard of its duties or obligations hereunder, be deemed to be conclusively proved and established by a certificate signed by one of the Indenture Trustee's officers and delivered to the Custodian, and such certificate, in the absence of willful misfeasance, bad faith, fraud or negligence on the part of the Custodian or reckless disregard of its duties or obligations hereunder, shall be full warrant to the Custodian for any action taken, suffered or omitted by it under the provisions of this Agreement upon the faith thereof.

(d) The Custodian may, as an accommodation, provide pricing or other information services to the Issuer in connection with this Agreement. The Custodian may utilize any vendor (including securities brokers and dealers) believed by it to be reliable to provide such information. Under no circumstances shall the Custodian be liable for any loss, damage or expense suffered or incurred by the Issuer as a result of errors or omissions with respect to any pricing or other information utilized by the Custodian hereunder.

Section 4.11. Agents, etc. The Custodian may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed; *provided* that the Custodian shall not be relieved of any of its duties hereunder regardless of the performance of any services by such third parties.

Section 4.12. Merger; Consolidation. Any corporation into which the Custodian 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 Custodian shall be a party, or any corporation succeeding to the business of the Custodian shall be the successor of the Custodian hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

Section 4.13. Own Notes. The Custodian, in its individual or any other capacity, may become the owner or pledgee of the Notes with the same rights it would have if it were not acting hereunder.

Section 4.14. Force Majeure. The Custodian shall not be responsible for delays or failures in performance resulting from circumstances beyond its control (such circumstances include but are not limited to acts of God, strikes, lockouts, riots, acts of war, loss or malfunctions of utilities, computer (hardware or software) or communications services).

Section 4.15 Resolution. In the event the Custodian becomes subject to a proceeding under a U.S. special resolution regime, the transfer of this Agreement (and any interest and obligation in or under, and any property securing, this Agreement) from the Custodian shall be effective to the same extent as the transfer would be effective under the U.S. special resolution regime if this Agreement (and any interest and obligation in or under, and any property securing, this Agreement) were governed by the laws of the United States or a state of the United States; and in the event the Custodian or any of its affiliates becomes subject to a proceeding under a U.S. special resolution regime, default rights with respect to this Agreement that may be exercised against the Custodian are permitted to be exercised to no greater extent than the default rights could be exercised under the U.S. special resolution regime if this Agreement were governed by the laws of the United States or a state of the United States.

## ARTICLE V

### INDEMNITY; LIMITATION ON DAMAGES; EXPENSES; FEES

Section 5.1. Indemnification and Expenses. The Custodian's right to indemnification and right to reimbursement of Expenses under this Agreement shall be paid only in accordance with the terms of the Administration Agreement.

Section 5.2. Fees. The Custodian shall forward an invoice to the Administrator annually setting forth the Custodian Fee due from the Issuer for such period. The Administrator, on behalf of the Issuer, shall pay the Custodian Fee to the Custodian no later than the Payment Date in the month following the receipt of such invoice.

Section 5.3. No Consequential Damages. Notwithstanding anything in this Agreement to the contrary, in no event shall the Custodian be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Custodian has been advised of such loss or damage and regardless of the form of action.

## ARTICLE VI

### REPRESENTATIONS

The Custodian, in each of its applicable capacities under this Agreement, represents to the Issuer and the Indenture Trustee that:

Section 6.1. Status. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

Section 6.2. Powers. It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance; and this Agreement has been, and each other such document shall be, duly executed and delivered by it.

Section 6.3. Obligations Binding. Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, liquidation, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application, including, concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding in equity or at law)).

Section 6.4. Waiver of Setoffs. It hereby expressly waives any and all rights of setoff that such party may otherwise at any time have under applicable law with respect to the Custodian Account.

Section 6.5. Ordinary Course. It, in the ordinary course of its business, maintains securities accounts for others and is acting in such capacity in respect of the Custodian Account.

Section 6.6. Participant of the Federal Reserve. The Custodian is a member of the Federal Reserve System.

Section 6.7. Consents. All governmental consents, approvals, actions, authorizations, exemptions, notices, filings, registrations, exchange control consents and other consents that are required to have been obtained by it with respect to the execution, delivery and performance by it of this Agreement have been obtained and are in full force and effect and all conditions of any of the foregoing have been complied with.

Section 6.8. Adverse Claims. Except for the claims and interest of the Indenture Trustee and of the Issuer in the Custodian Account, it does not have any actual knowledge (without any obligation of independent inquiry or investigation) of any claim to, or interest in, the Custodian Account or in any "financial asset" (as defined in Section 8-102(a) of the UCC) credited thereto. If any Person (as notified in writing to the Custodian) asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Custodian Account or in any financial asset carried therein, it shall promptly notify the Indenture Trustee and Issuer thereof.

Section 6.9. Securities Intermediary. The Custodian is a "securities intermediary" within the meaning of Section 8-102(a) of the UCC and a "bank" within the meaning of Section 9-102(a)(8) of the UCC.



Section 6.10. Establishment and Maintenance of Custodian Account. The Custodian Account has been established as set forth in the recitals to this Agreement and shall be maintained in the manner set forth herein until the termination of this Agreement.

Section 6.11. Hague Convention. At the time of this Agreement (or the entry into any account agreement, if earlier) with respect to the Custodian Account, the Custodian had a physical office in the United States that satisfied the criteria set forth in Article 4(1)(a) or (b) of the Hague Securities Convention; and (a) the Custodian is an “intermediary” (as defined in the Hague Securities Convention) and (b) the Custodian Account is a “securities account” (as defined in the Hague Securities Convention).

## ARTICLE VII

### AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

Section 7.1. Authorized Persons. With respect to this Agreement:

(a) The Issuer shall notify the Custodian in writing of the identity of each (i) employee of the Owner Trustee who is authorized to act on the Issuer’s behalf, (ii) third-party agent that is authorized to act on the Issuer’s behalf, and (iii) employee of each third-party agent who is authorized to act on such agent’s behalf. In no event is any such agent authorized to amend this Agreement or to terminate this Agreement. Each such person shall be designated in an incumbency certificate delivered to the Custodian listing such persons.

(b) The Indenture Trustee shall notify the Custodian of the identity of each (i) employee of the Indenture Trustee who is authorized to act on the Indenture Trustee’s behalf, (ii) a third-party agent that is authorized to act on the Indenture Trustee’s behalf, and (iii) employee of each third-party agent who is authorized to act on such agent’s behalf. In no event is any such agent authorized to amend this Agreement or to terminate this Agreement. Each such person shall be designated in an incumbency certificate delivered to the Custodian listing such persons.

(c) Each such person identified in (a) and (b) above shall be deemed to be an “Authorized Person” for purposes of this Agreement.

(d) The Custodian may assume that any such employee or agent continues to be so authorized, until the Custodian receives notice to the contrary from the Issuer or the Indenture Trustee (or, with respect to any such employee of any such agent, from such agent).

Section 7.2. Delivery of Directions. Any direction, notice, instruction or other communication provided for in this Agreement shall be given in writing and unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement. For purposes of this Agreement, any writing delivered to the Custodian shall mean a written communication sent by S.W.I.F.T., overnight delivery, postal services, facsimile transmission, email, on-line communication system or other method or system, each as specified by the Custodian as available for use in connection with this Agreement (“**Written Instructions**”).

## ARTICLE VIII

### TRANSFER

Section 8.1. Transfer. Neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by any party without the prior written consent of each other party, except that:

(a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another Person (but without prejudice to any other right or remedy under any other agreement); and

(b) the Indenture Trustee may transfer all of its interests and obligations in and under this Agreement to a successor trustee under the Indenture; *provided* that the Custodian shall have no obligation to comply with any entitlement order, notice, request, certificate, consent, statement, instrument, document or other writing delivered by such successor trustee until the Custodian receives evidence of such transfer as the Custodian may reasonably require.

Except as provided above, the transfer of this Agreement shall not terminate the Custodian Account or alter the obligations of the Custodian to the Issuer or the Indenture Trustee with respect to the Custodian Account. Upon

written notice thereof, the Indenture Trustee shall notify the Issuer and the Rating Agencies of any transfer under this Section 8.1.

Any purported transfer that is not in compliance with this Section 8.1 shall be void.

## ARTICLE IX

### TERMINATION

Section 9.1. Termination of Agreement. The rights and powers granted herein to the Indenture Trustee have been granted in order to perfect its security interest in the Custodian Account and the financial assets credited thereto, are powers coupled with an interest and shall be affected neither by the bankruptcy of the Issuer nor by the lapse of time. The obligations of the Custodian shall continue in effect until the security interests of the Indenture Trustee in the Custodian Account has been terminated pursuant to the terms of the Indenture and the Indenture Trustee has notified the Custodian and each Rating Agency in accordance with Section 11.1 hereof and Section 10.14 or Section 15.04 of the Indenture, as applicable, of such termination in writing. Upon the Written Instruction of the Indenture Trustee, the Custodian shall close the Custodian Account specified in such instruction and disburse to the Issuer the balance of any assets therein, and the security interest in such Custodian Account shall be terminated.

Except as provided above, the termination of this Agreement shall not terminate the Custodian Account or alter the obligations of the Custodian to the Issuer or the Indenture Trustee pursuant to any other agreement with respect to the Custodian Account.

#### Section 9.2. Resignation; Removal.

(a) The Custodian may resign under this Agreement by notice to the Issuer and the Indenture Trustee. The Issuer may remove the Custodian under this Agreement by notice to the Custodian. The resignation or removal shall be effective 30 days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, the Issuer shall appoint a new custodian and notify the Custodian of the appointment. If the Issuer fails to do so, the Custodian shall have the right to petition a court at the Custodian Account expense for appointment of a new custodian.

(b) Upon receiving notice of such appointment, the Custodian shall transfer Assets to the new custodian as directed by the Issuer or the court, as the case may be. However, the Custodian shall not be required to transfer any Custodian Account Collateral until the Custodian has received payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by the Custodian in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.

## ARTICLE X

### MISCELLANEOUS

Section 10.1. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

#### Section 10.2. 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 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 Freddie Mac's interests (unless Freddie Mac 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 in each case, the Sponsor, the Administrator and the Indenture Trustee shall have received a Tax Opinion.

(b) This Agreement may also be amended from time to time by mutual 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; and, provided further, that in each case, the Sponsor, the Administrator and the Indenture Trustee shall have received a Tax Opinion.

(c) The Issuer shall deliver to each Rating Agency notice of any such amendment.

Section 10.3. Survival. All representations and warranties made in this Agreement or in any certificate or other document delivered pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement or such certificate or other document (as the case may be) or any deemed repetition of any such representation or warranty. In addition, the rights of the Custodian under Articles IV and V, and the obligations of the Issuer under Article V, shall survive the termination of this Agreement and the resignation or removal of the Custodian.

Section 10.4. Benefit of Agreement. Subject to Section 8.1, this Agreement shall be binding upon and inure to the benefit of the Issuer, the Indenture Trustee and the Custodian and their respective successors and permitted assigns. The Custodian acknowledges and consents to the assignment of this Agreement by the Issuer to the Indenture Trustee for the benefit of the Secured Parties.

Section 10.5. Counterparts. This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission and e-mail correspondence), each of which shall be deemed an original.

Section 10.6. No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement shall not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege shall not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

Section 10.7. Headings. The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 10.8. Severability. If any provision of this Agreement, or the application thereof to any party or any circumstance, is held to be unenforceable, invalid or illegal (in whole or in part) for any reason (in any jurisdiction), the remaining terms of this Agreement, modified by the deletion of the unenforceable, invalid or illegal portion (in any relevant jurisdiction), shall continue in full force and effect, and such unenforceability, invalidity, or illegality shall not otherwise affect the enforceability, validity or legality of the remaining terms of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the deletion of such portion of this Agreement shall not substantially impair the respective expectations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties.

Section 10.9. Shareholder Communications Act Election. With respect to securities issued in the United States, the Shareholders Communications Act of 1985 (the “**Act**”) requires the Custodian to disclose to the issuers, upon their request, the name, address and securities position of its customers who are (a) the “beneficial owners” (as defined in the Act) of the issuer’s securities, if the beneficial owner does not object to such disclosure, or (b) acting as a “respondent bank” (as defined in the Act) with respect to the securities. (Under the Act, “respondent banks” do not have the option of objecting to such disclosure upon the issuers’ request.) The Act defines a “beneficial owner” as any person who has, or shares, the power to vote a security (pursuant to an agreement or otherwise), or who directs the voting of a security. The Act defines a “respondent bank” as any bank, association or other entity that exercises fiduciary powers which holds securities on behalf of beneficial owners and deposits such securities for safekeeping with a bank, such as the Custodian. Under the Act, the Issuer is either the “beneficial owner” or a “respondent bank” (*check only one*):

☐ the Issuer is the “beneficial owner,” as defined in the Act, of the securities to be held by the Custodian hereunder.

☐ the Issuer is not the beneficial owner of the securities to be held by the Custodian, but is acting as a “respondent bank,” as defined in the Act, with respect to the securities to be held by the Custodian hereunder.

IF NO BOX IS CHECKED, THE CUSTODIAN SHALL ASSUME THAT THE ISSUER IS THE BENEFICIAL OWNER OF THE SECURITIES.

For beneficial owners of the securities only:

☐ the Issuer objects

☐ the Issuer does not object

to the disclosure of its name, address and securities position to any issuer which requests such information pursuant to the Act for the specific purpose of direct communications between such issuer and the Issuer.

IF NO BOX IS CHECKED, THE CUSTODIAN SHALL RELEASE SUCH INFORMATION UNTIL IT RECEIVES A CONTRARY WRITTEN INSTRUCTION FROM THE ISSUER.

With respect to securities issued outside of the United States, information shall be released to issuers only if required by law or regulation of the particular country in which the securities are located

Section 10.11. Binding Obligations. The Issuer and the Custodian each represent and warrant that (a) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (b) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

Section 10.12. Account Disclosure. The Custodian is authorized to supply any information regarding the Custodian Account which is required by any law or governmental regulation now or hereafter in effect.

Section 10.13. USA PATRIOT ACT. The Issuer and the Indenture Trustee hereby acknowledge that the Custodian is subject to federal laws, including the Customer Identification Program (“**CIP**”) requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Custodian must obtain, verify and record information that allows the Custodian to identify each of the Issuer and the Indenture Trustee. Accordingly, prior to opening the Custodian Account hereunder the Custodian shall ask the Issuer and/or the Indenture Trustee to provide certain information including, but not limited to, the Issuer’s and/or the Indenture Trustee’s name, physical address, tax identification number and other information that will help the Custodian to identify and verify each of the Issuer’s and the Indenture Trustee’s identity such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information. The Issuer and the Indenture Trustee agree that the Custodian cannot open an account hereunder unless and until the Custodian verifies the Issuer’s and/or the Indenture Trustee’s identity in accordance with its CIP.

Section 10.14. Information Sharing. [REDACTED] is a global financial organization that operates in and provides services and products to clients through its affiliates and subsidiaries located in multiple jurisdictions (the “[REDACTED]”). [REDACTED] may (i) centralize in one or more affiliates and subsidiaries certain activities (the “**Centralized Functions**”), including audit, accounting, administration, risk management, legal, compliance, sales, product communication, relationship management, and the compilation and analysis of information and data regarding its customers (which, for purposes of this provision,

includes the names and business contact information) and the Accounts established pursuant to the Account Documents (“**Customer Information**”) and (ii) use third party service providers to store, maintain and process Customer Information (“**Outsourced Functions**”). Notwithstanding anything to the contrary contained elsewhere in this Agreement or the Account Documents and solely in connection with the Centralized Functions and/or Outsourced Functions, the Issuer consents (and the Indenture Trustee, solely in its capacity as indenture trustee, does not object) to the disclosure of, and authorize [REDACTED] to disclose, Customer Information to (i) other members of the [REDACTED] (and their respective officers, directors and employees) and to (ii) third-party service providers (but solely in connection with Outsourced Functions) who are required to maintain the confidentiality of Customer Information. In addition, the [REDACTED] may aggregate Customer Information with other data collected and/or calculated by the [REDACTED], and the [REDACTED] will own all such aggregated data, provided that the [REDACTED] shall not distribute the aggregated data in a format that identifies Customer Information with any particular customer. The Issuer represents that the Issuer is authorized to consent to the foregoing and that the foregoing does not violate any relevant data protection legislation. It is understood and agree that the Custodian is authorized to supply any information regarding the Custodian Account which is required by law, regulation or rule now or hereafter in effect.

## ARTICLE XI

### NOTICES

Section 11.1. Effectiveness. Any notice or other communication in respect of this Agreement may be given in any manner set forth below to the address or number provided in Schedule I attached hereto or as may be designated by a party pursuant to Section 11.2 and shall be deemed effective as indicated: (i) if in writing and delivered in Person or by courier, on the date it is delivered; (ii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed, that the burden of proving receipt shall be on the sender and shall be met by a transmission report generated by the sender’s facsimile machine); or (iii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted, unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

Section 11.2. Change of Addresses. Any party hereto may, by written notice to the other parties hereto, change the address or facsimile number at which notices or other communications are to be given to it hereunder.

#### Section 11.3. Limitations on Liability of Custodian.

(a) Subject to the terms below, Custodian shall be entitled to rely upon any Written Instructions, including funds transfer instructions, actually received by the Custodian and reasonably believed by the Custodian to be duly authorized and delivered. The Custodian may, in its discretion, accept and act upon Written Instructions pursuant to this Agreement sent by unsecured email, facsimile transmission or other similar unsecured electronic methods; *provided, however* it is understood and agreed that the Custodian cannot determine the identity of the actual sender of such Written Instructions and that Custodian shall conclusively presume that such Written Instructions have been sent by an Authorized Person. If an Authorized Person elects to give the Custodian email or facsimile instructions (or instructions by a similar electronic method) and the Custodian in its discretion elects to act upon such instructions, the Custodian’s reasonable understanding of such instructions shall be deemed controlling. The Custodian shall not be liable for any losses, costs or expenses arising directly or indirectly from the Custodian’s reliance upon and compliance with such instructions notwithstanding such instructions conflicting with or being inconsistent with a subsequent Written Instruction. Any person providing such instructions or directions agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Custodian, including without limitation the risk of the Custodian acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(b) The Indenture Trustee and the Issuer each acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Custodian and that there may be more secure methods of transmitting instructions than the method(s) selected by it. The Indenture Trustee and the Issuer each agrees that the security procedures (if any) to be followed in connection with its transmission of Written Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances. Each of the Indenture Trustee and the Issuer shall be responsible for ensuring that only Authorized

Persons transmit Written Instructions to the Custodian, shall safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys (if any), and shall notify the Custodian immediately upon learning of any compromise or unauthorized use of security procedures (if any).

(c) If the Indenture Trustee or the Issuer elects to transmit Written Instructions through an on-line communication system offered by the Custodian, its use thereof shall be subject to any terms and conditions contained in a separate written agreement. If the Indenture Trustee or the Issuer elects (with the Custodian's prior consent) to transmit Written Instructions through an on-line communications service owned or operated by a third party, it agrees that the Custodian shall not be responsible or liable for the reliability or availability of any such service.

(d) The Custodian shall be fully protected in acting on any Notice of Exclusive Control received by it from the Indenture Trustee and shall conclusively presume that any such Notice of Exclusive Control has been properly issued.

## ARTICLE XII

### GOVERNING LAW AND JURISDICTION

Section 12.1. Governing Law; Venue. Subject to Section 3.5, this Agreement and the Custodian Account shall be governed, enforced, and interpreted according to the laws of the State of New York without regard to conflicts of laws, except with respect to Section 5-1401 of the New York General Obligations Law. All legal actions or other proceedings directly or indirectly relating to this Agreement shall be brought in federal court (or, if unavailable, state court) sitting in the State of New York. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court. THE LAWS OF THE STATE OF NEW YORK ARE APPLICABLE TO ALL ISSUES SPECIFIED IN ARTICLE 2(1) OF THE HAGUE SECURITIES CONVENTION, AND AN AMENDMENT OR MODIFICATION TO THE CHOICE OF LAW SHALL NOT BE DONE TO CHANGE THE LAW DESIGNATED AS APPLICABLE TO THE ISSUES SPECIFIED IN ARTICLE 2(1) OF THE HAGUE SECURITIES CONVENTION, WITHIN THE MEANING OF ARTICLE 4(1) THEREOF TO BE ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. TO THE EXTENT THAT THE CUSTODIAN ACCOUNT, OR ANY AGREEMENTS BETWEEN THE CUSTODIAN AND/OR ANY OTHER SECURITIES INTERMEDIARY AND THE ISSUER, ARE AT ANY TIME GOVERNED BY LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK, THE PARTIES HERETO DO NOT CONSENT TO THE NEW GOVERNING LAW FOR THE PURPOSES OF ARTICLE 7 OF THE HAGUE SECURITIES CONVENTION.

Section 12.2. Service of Process. Each party hereto hereby submits (to the extent permitted by applicable law) to the non-exclusive jurisdiction of the courts of the state of New York and the United States District Court located in the borough of Manhattan in New York City, solely with respect to matters arising under this Agreement, and each waives (to the extent permitted by applicable law) personal service of any and all process upon it and consents that all such service of process be made by registered mail in accordance with Article XI hereof and service so made shall be deemed to be completed upon receipt thereof.

Section 12.3. Waiver of Jury Trial Right. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING.** Each party hereby (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that any other party would not, in the event of a Proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 12.3.

Section 12.4. Limitation of Liability. It is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by Owner Trustee, not individually or personally, but solely as owner trustee of the Issuer under the Trust Agreement, in the exercise of the powers and authority conferred and vested in it under such Trust Agreement, (b) each of the representations, undertakings and agreements herein made on the part of the Issuer is made and intended not as a personal representation, undertaking and agreement by Owner Trustee but is made and intended for the purpose of binding only the Issuer, (c) nothing herein contained shall be construed as creating any liability on Owner Trustee, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, (d) Owner Trustee has made no investigation as to the accuracy or completeness of any representations or warranties made by the Issuer in this Agreement, and (e) under no circumstances shall Owner

Trustee be personally liable for the payment of any indebtedness or expenses of the Issuer or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Issuer under this Agreement or any other Basic Document.

### **ARTICLE XIII**

#### **LIMITED RECOURSE; NO BANKRUPTCY PETITION**

Section 13.1. Limited Recourse; No Bankruptcy Petition. Notwithstanding any other provision hereof, the obligations of the Issuer under this Agreement are limited in recourse to the Custodian Account Collateral. To the extent the Custodian Account Collateral is not sufficient to meet the obligations of the Issuer in full, after application of the Custodian Account Collateral in accordance with the provisions of the Indenture, the Issuer shall have no further obligations hereunder and all obligations of and all claims against the Issuer shall be extinguished and shall not thereafter revive. The obligations of the Issuer are solely corporate obligations of the Issuer and no action shall be taken against the directors, officers, shareholders or incorporator of the Issuer in connection with such obligations. The parties hereto agree that they shall not institute against, or join any other Person in instituting against the Issuer any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation proceedings or other proceedings under U.S. federal or state bankruptcy laws or any similar laws until at least one year and one day after payment in full of the Notes. This Section 13.1 shall survive the expiration or termination of this Agreement.

[Signature page follows]

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

Issuer:

FREDDIE MAC STACR REMIC TRUST [REDACTED]-  
[REDACTED]

By: [REDACTED], not  
in its individual capacity but solely as Owner  
Trustee

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



Indenture Trustee:

██████████

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_

Name: \_\_\_\_\_

Title:

**SCHEDULE I**  
**NOTICE INFORMATION**

**Issuer:**

Freddie Mac STACR REMIC Trust [REDACTED] - [REDACTED]  
c/o [REDACTED], as Owner Trustee  
[REDACTED]  
[REDACTED]  
Attention: Freddie Mac STACR REMIC Trust [REDACTED] - [REDACTED] Administrator  
Email: [REDACTED]@[REDACTED].com

**Indenture Trustee:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
Attention: [REDACTED] - STACR [REDACTED] - [REDACTED]  
Email: [REDACTED]@[REDACTED].com

**Custodian:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
Attention: [REDACTED]  
RE: Freddie Mac STACR [REDACTED] - [REDACTED]  
Email: [REDACTED]@[REDACTED].com