



Freddie Mac

Giant and Other Pass-Through Certificates

Giant Certificates
Stripped Giant Certificates
Stripped Interest Certificates
Callable Pass-Through Certificates
Structured Pass-Through Certificates

The Pass-Through Certificates

Freddie Mac issues and guarantees several types of Pass-Through Certificates. Pass-Through Certificates are securities that represent interests in pools of assets that are held in trust for investors and are backed by residential mortgages.

Freddie Mac's Guarantee

We guarantee the payment of interest and principal on the Pass-Through Certificates as described in this Offering Circular. **Principal and interest payments on the Pass-Through Certificates are not guaranteed by, and are not debts or obligations of, the United States or any federal agency or instrumentality other than Freddie Mac.** We alone are responsible for making payments on our guarantee.

Freddie Mac Will Provide More Information for Each Offering

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

Tax Status and Securities Law Exemptions

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

Pass-Through Certificates may not be suitable investments for you. You should not purchase Pass-Through Certificates unless you have carefully considered and are able to bear the associated prepayment, interest rate, yield and market risks of investing in them. The *Risk Factors* section beginning on page 11 highlights some of these risks.

If you intend to purchase Pass-Through Certificates, you should rely on the information in this Offering Circular, in the disclosure documents that we incorporate by reference in this Offering Circular as stated under *Additional Information* and in the related supplement for those Pass-Through Certificates. We have not authorized anyone to provide you with different information.

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

We are not offering the Pass-Through Certificates in any jurisdiction that prohibits their offer.

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The *Index of Terms* (Appendix I) shows where definitions of capitalized terms appear.

FREDDIE MAC

General

Freddie Mac was chartered by Congress in 1970 under the Federal Home Loan Mortgage Corporation Act (the “**Freddie Mac Act**”) with a public mission to stabilize the nation’s residential mortgage markets and expand opportunities for homeownership and affordable rental housing.

Our statutory mission is to provide liquidity, stability and affordability to the U.S. housing market. We fulfill our mission by purchasing residential mortgages and mortgage-related securities in the secondary mortgage market and securitizing them into mortgage-related securities that can be sold to investors. Our participation in the secondary mortgage market includes providing our credit guarantee for residential mortgages originated by mortgage lenders and investing in mortgage loans and mortgage-related securities. Through our credit guarantee activities, we securitize mortgage loans by issuing PCs to third-party investors. We also resecuritize mortgage-related securities that are issued by us or Ginnie Mae as well as private, or non-agency, entities by issuing structured securities to third-party investors. We guarantee multifamily mortgage loans that support housing revenue bonds issued by third parties and we guarantee other mortgage loans held by third parties.

Although we are chartered by Congress, we alone are responsible for making payments on our securities. Neither the U.S. government nor any agency or instrumentality of the U.S. government, other than Freddie Mac, guarantees our securities and other obligations.

Our statutory mission, as defined in our charter, is:

- To provide stability in the secondary market for residential mortgages;
- To respond appropriately to the private capital market;
- To provide ongoing assistance to the secondary market for residential mortgages (including activities relating to mortgages for low- and moderate-income families, involving a reasonable economic return that may be less than the return earned on other activities); and
- To promote access to mortgage credit throughout the U.S. (including central cities, rural areas and other underserved areas).

Conservatorship

We continue to operate under the conservatorship that commenced on September 6, 2008, conducting our business under the direction of the Federal Housing Finance Agency (“**FHFA**”), our conservator (the “**Conservator**”). FHFA was established under the Federal Housing Finance Regulatory Reform Act of 2008 (the “**Reform Act**”). Prior to the enactment of the Reform Act, the Office of Federal Housing Enterprise Oversight and the U.S. Department of Housing and Urban Development (“**HUD**”), had general regulatory authority over Freddie Mac, including authority over our affordable housing goals and new programs. Under the Reform Act, FHFA now has general regulatory authority over us, though HUD still has authority over Freddie Mac with respect to fair lending.

Upon its appointment, FHFA, as Conservator, immediately succeeded to all rights, titles, powers and privileges of Freddie Mac and of any stockholder, officer or director of Freddie Mac with respect to us and our assets, and succeeded to the title to all books, records and assets of Freddie Mac held by any other legal custodian or third party. During the conservatorship, the Conservator has delegated certain authority to our Board of Directors to oversee, and to management to conduct, day-to-day operations so that

Freddie Mac can continue to operate in the ordinary course of business. There is significant uncertainty as to whether or when we will emerge from conservatorship, as it has no specified termination date, and as to what changes may occur to our business structure during or following our conservatorship, including whether we will continue to exist. While we are not aware of any current plans of our Conservator to significantly change our business structure in the near term, Treasury and HUD, in consultation with other government agencies, are expected to develop legislative recommendations on government-sponsored enterprises Freddie Mac, Fannie Mae and the Federal Home Loan Banks.

To address deficits in our net worth, FHFA, as Conservator, entered into a senior preferred stock purchase agreement (as amended, the **“Purchase Agreement”**) with the U.S. Department of the Treasury (**“Treasury”**), and (in exchange for an initial commitment fee of senior preferred stock and warrants to purchase common stock) Treasury made a commitment to provide funding, under certain conditions. We are dependent upon the continued support of Treasury and FHFA in order to continue operating our business. Our ability to access funds from Treasury under the Purchase Agreement is critical to keeping us solvent and avoiding appointment of a receiver by FHFA under statutory mandatory receivership provisions.

Our Initiatives Under the Making Home Affordable Program

On February 18, 2009, President Obama announced the Homeowner Affordability and Stability Plan, designed to help in the housing recovery, promote liquidity and housing affordability, expand our foreclosure prevention efforts and set market standards. The Obama administration subsequently announced additional details about these initiatives under the Making Home Affordable Program (the **“MHA Program”**).

Under the MHA Program, Freddie Mac is carrying out initiatives to enable eligible homeowners to refinance qualifying mortgages and to encourage modifications of such mortgages for eligible homeowners who are in default and those who are at risk of imminent default, including the following:

- *Home Affordable Refinance initiative.* We call our initiative in this area the **“Relief Refinance Program.”** Under this program, we have set forth the terms and conditions under which we will purchase refinancings of mortgages we own or guarantee. Borrowers under **“Relief Refinance Mortgages”SM** must be current on their original mortgages. Certain eligible borrowers applying for Relief Refinance Mortgages may be subject to streamlined underwriting procedures and, for certain eligible mortgages, the value of eligible properties may be determined using an automated valuation model. The loan to value (**“LTV”**) ratio on fixed rate Relief Refinance Mortgages may be more than 105% and equal to or lower than 125%. A Relief Refinance Mortgage may be without mortgage insurance if the original mortgage did not bear mortgage insurance. Relief Refinance Mortgages must be originated on or before June 30, 2011.
- *Home Affordable Modification initiative.* We call our initiative in this area the **“Home Affordable Modification Program”** or **“HAMP.”** Under this program, our servicers offer eligible borrowers in owner-occupied homes who are delinquent or who are current but at risk of imminent default on their mortgages modifications that reduce their monthly principal and interest payments on their mortgages. HAMP seeks to provide a uniform, consistent regime that servicers can use in modifying mortgages to prevent foreclosures. Under HAMP, servicers that service mortgages are provided incentives to reduce at-risk borrowers’ monthly mortgage payments to a minimum of 31% of gross monthly income, which may be achieved through a variety of methods, including interest rate reductions, term extensions and principal forbearance. Borrowers are subject to a trial

period under which they are required to remit a number of monthly payments that are an estimate of the anticipated modified payment amount. After the borrower successfully meets the requirements of the trial period and provides all required documentation, a borrower's mortgage is modified. We bear the full cost of these modifications and do not receive a reimbursement from Treasury. Servicers are paid incentive fees both when they originally modify a loan, and over time, if the modified loan remains current. Borrowers whose mortgages are modified through this program will also accrue monthly incentive payments that will be applied to reduce their principal as they successfully make timely payments over a period of five years. Freddie Mac, rather than Treasury, will bear the costs of these servicer and borrower incentive fees. Mortgage holders are also entitled to certain subsidies for reducing the monthly payments from 38% to 31% of the borrower's income; however, we will not receive such subsidies on mortgages. HAMP applies to mortgages originated on or before January 1, 2009 and will expire on December 31, 2012.

ADDITIONAL INFORMATION

Our common stock is registered with the Securities and Exchange Commission (the “**SEC**”) under the Securities Exchange Act of 1934 (“**Exchange Act**”). As a result, we file annual, quarterly and current reports, proxy statements and other information with the SEC.

As described below, we incorporate certain documents by reference in this Offering Circular, which means that we are disclosing information to you by referring you to those documents rather than by providing you with separate copies. We incorporate by reference in this Offering Circular:

- Our most recent Annual Report on Form 10-K, filed with the SEC.
- All other reports we have filed with the SEC pursuant to Section 13(a) of the Exchange Act since the end of the year covered by that Form 10-K, excluding any information “furnished” to the SEC on Form 8-K.
- All documents that we file with the SEC pursuant to Section 13(a), 13(c) or 14 of the Exchange Act after the date of this Offering Circular and prior to the termination of the offering of the related Certificates, excluding any information we “furnish” to the SEC on Form 8-K.
- The current offering circular for our Mortgage Participation Certificates and any related supplements (together, the “**PC Offering Circular**”).

These documents are collectively referred to as the “**Incorporated Documents**” and are considered part of this Offering Circular. You should read this Offering Circular and the related supplement, in conjunction with the Incorporated Documents. Information that we incorporate by reference will automatically update information in this Offering Circular. Therefore, you should rely only on the most current information provided or incorporated by reference in this Offering Circular and the related supplement.

You may read and copy any document we file with the SEC at the SEC’s public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. The SEC also maintains a website at <http://www.sec.gov> that contains reports, proxy and information statements, and other information regarding companies that file electronically with the SEC.

You can obtain, without charge, copies of this Offering Circular, the Incorporated Documents, the Pass-Through Trust Agreement and the related supplement under which Certificates are issued from:

Freddie Mac — Investor Inquiry
1551 Park Run Drive, Mailstop D50
McLean, Virginia 22102-3110
Telephone: 1-800-336-3672
(571-382-4000 within the Washington, D.C. area)
E-mail: Investor_Inquiry@freddiemac.com

We also make these documents available on our internet website at this address:

Internet Website: www.freddiemac.com*

This Offering Circular relates to Pass-Through Certificates issued on and after June 1, 2010. For information about Pass-Through Certificates issued before that date, see the related Offering Circular (available on our internet website) that was in effect at the time of issuance of those Pass-Through Certificates. Under the Pass-Through Trust Agreement described in this Offering Circular, Freddie Mac has agreed to act as Trustee for and to administer all existing Pass-Through Certificates substantially in accordance with the Pass-Through Trust Agreement, as described in this Offering Circular. See *The Pass-Through Trust Agreement*.

* We are providing this and other internet addresses solely for the information of investors. We do not intend these internet addresses to be active links and we are not using references to these addresses to incorporate additional information into this Offering Circular or any supplement, except as specifically stated in this Offering Circular.

SUMMARY

This summary highlights selected information about the Pass-Through Certificates. Before buying Pass-Through Certificates, you should read the remainder of this Offering Circular and the supplement for the particular offering and the Incorporated Documents. You should rely on the information in the supplement if it is different from the information in this Offering Circular.

Trustee, Depositor, Administrator and

Guarantor Federal Home Loan Mortgage Corporation, or “**Freddie Mac**,” a shareholder-owned government-sponsored enterprise.

On September 6, 2008, the Director of FHFA placed Freddie Mac into conservatorship pursuant to authority granted by the Reform Act. As the Conservator, FHFA immediately succeeded to all rights, titles, powers and privileges of Freddie Mac, and of any stockholder, officer or director of Freddie Mac, with respect to Freddie Mac and the assets of Freddie Mac. For additional information regarding the conservatorship, see *Freddie Mac — Conservatorship and Risk Factors — Governance Factors*.

Pass-Through Certificates . . . As Depositor, we transfer and deposit mortgage-related assets that we have acquired into various trust funds established pursuant to the Pass-Through Trust Agreement. As Trustee for these trust funds, we create and issue under the Pass-Through Trust Agreement “**Pass-Through Certificates**” representing beneficial ownership interests in “**Pass-Through Pools**,” which are pools of assets held by those trust funds.

Assets and Mortgages The assets in each Pass-Through Pool may include Freddie Mac PCs, GNMA Certificates, Pass-Through Certificates, other securities backed by residential mortgages that we have purchased or other mortgage-related assets, all proceeds of those assets, amounts on deposit in a custodial account of collections from those assets and the right to receive payments pursuant to our guarantee. The mortgages underlying the assets (the “**Mortgages**”) may be secured by single-family or multifamily residential properties, and have either a fixed or an adjustable interest rate.

Types of Pass-Through Certificates:

- **Giant Certificates** Giant Certificates are single-class securities that receive principal and interest from their underlying assets. They may have either a fixed or an adjustable interest rate, called a class coupon, depending on the underlying Mortgages.
- **Giant PCs** Giant PCs are Giant Certificates whose underlying assets are Freddie Mac PCs, other Giant PCs or Freddie Mac REMIC securities backed by PCs.
- **Giant Securities** Giant Securities are Giant Certificates whose underlying assets are GNMA Certificates or other Giant Securities.

• **Stripped Giant**

Certificates Stripped Giant Certificates are issued in series consisting of two or more classes that receive principal only, interest only or both principal and interest from their underlying asset. Each series is backed by a single Giant Certificate. If you own proportionate amounts of each of the classes from the same series, you may exchange them for an equivalent amount of the underlying asset, and vice versa.

•• **Modifiable And
Combinable**

Securities (MACS) MACS are Stripped Giant Certificates issued in series consisting of a fixed rate interest only class, a principal only class and multiple fixed rate classes that receive both principal and interest with different class coupons, ranging from deep discount to high premium coupons. A series of MACS also may include multiple floating rate and inverse floating rate classes, some of which receive both principal and interest and some of which are interest only classes. If you own appropriate amounts of MACS classes, you may exchange them for other classes of the same series with different class coupons or interest rate formulas, or for an equivalent amount of the underlying asset, and vice versa.

• **Stripped Interest**

Certificates Stripped Interest Certificates are issued in series consisting of one or more classes that receive interest payments from one or more assets. Each series is backed by a portion of interest payments from Mortgages included in various pools that back Freddie Mac PCs.

• **Callable Pass-Through**

Certificates (CPCs) CPCs are issued in series consisting of pairs of callable and call classes, and are backed by Giant Certificates. The callable class receives principal and interest from the underlying assets. The call class receives no principal or interest, but has the right to call the related callable class for redemption and to receive the underlying securities.

• **Structured Pass-Through**

Certificates (SPCs) SPCs are issued in series consisting of one or more classes. Each class receives payments from one or more assets. The assets usually are REMIC classes issued by Freddie Mac or another party.

Payments As Administrator, Freddie Mac passes through any payment of principal and interest due on a Pass-Through Certificate monthly on the applicable Payment Date. As described in more detail later, Payment Dates fall on or about:

- The 15th of each month, for classes backed by PCs.
- The 17th or 20th of each month, as applicable, for classes backed by GNMA Certificates.

• **Interest** Freddie Mac pays interest on each class of Pass-Through Certificates at its class coupon. Interest payable on a Payment Date accrues during the monthly accrual period specified in this Offering Circular or the applicable supplement.

• **Principal** Pass-Through Certificates receive principal payments in the same amounts and the same periods as their underlying assets. Holders of a class of Pass-Through Certificates entitled to principal receive principal payments proportionately with each other, based on the principal amounts of their Pass-Through Certificates.

Trustee Freddie Mac serves as Trustee for each issue of Pass-Through Certificates pursuant to the terms of the Pass-Through Trust Agreement for that issue.

Accounting Considerations Various factors may influence the accounting treatment applicable to various types of Pass-Through Certificates. You should consult your own accountant regarding the appropriate accounting treatment for Pass-Through Certificates or an exchange of Pass-Through Certificates.

Form of Pass-Through

Certificates Pass-Through Certificates that are backed by PCs or GNMA Certificates in most cases will be issued, held and transferable on the book-entry system of the Federal Reserve Banks (the “**Fed System**”).

In some cases, Pass-Through Certificates may be issued, held and transferable on the book-entry system (the “**DTC System**”) of The Depository Trust Company or its successor (“**DTC**”).

Some classes, including call classes, will be issued in registered, certificated form. They will be transferable at our office, in our capacity as registrar, or at the office of any successor registrar we designate (the “**Registrar**”).

Holders As an investor in Pass-Through Certificates, you are not necessarily the Holder of those Pass-Through Certificates. You will ordinarily hold your Pass-Through Certificates through one or more financial intermediaries. Your rights as an investor may be exercised only through the Holder of your Pass-Through Certificates, and Freddie Mac may treat the Holder as the absolute owner of your Pass-Through Certificates. The term “**Holder**” means:

- For a class held on the Fed System, any entity that appears on the records of a Federal Reserve Bank as a holder of that class.
- For a class held on the DTC System, DTC or its nominee.
- For a certificated class, any entity or individual that appears on the records of the Registrar as a registered holder of that class.

RISK FACTORS

Although we guarantee the payments on Pass-Through Certificates, and so bear the associated credit risk, as an investor you will bear the other risks of owning mortgage securities. This section highlights some of these risks. Investors should carefully consider the risks described below and elsewhere in this Offering Circular, the related supplement and the Incorporated Documents before deciding to purchase Pass-Through Certificates. You should also review the *Risk Factors* section of the PC Offering Circular for discussions of the risks related to PCs and the underlying Mortgages. However, neither this Offering Circular nor those other documents describe all the possible risks of an investment in the Pass-Through Certificates that may result from your particular circumstances, nor do they project how the Pass-Through Certificates will perform under all possible interest rate and economic scenarios.

PREPAYMENT AND YIELD FACTORS:

Principal payment rates are uncertain. Principal payment rates on the Pass-Through Certificates will depend on the rates of principal payments on the underlying Mortgages. Mortgage principal payments include scheduled payments and full and partial prepayments, including prepayments that result from refinancings and other voluntary payments by borrowers and from the repurchase of Mortgages due to defaults or delinquencies, inaccurate representations or warranties or other factors. Mortgage prepayment rates fluctuate continuously and in some market conditions substantially. Therefore, we cannot predict the rate of prepayments on the Assets or the rate of principal payments on the related Pass-Through Certificates.

Substantial repurchases of seriously delinquent Mortgages could materially affect the prepayment rates of the assets backing your Pass-Through Certificates. Starting in March 2010, we began repurchasing seriously delinquent Mortgages from PC pools, and we expect to continue repurchasing most of those Mortgages that become 120 days or more delinquent if we determine that the cost of guarantee payments, including advances of interest, exceeds the cost of holding those nonperforming Mortgages in our retained portfolio, due to our adoption of new accounting standards and changing economics. We will continue to review the economics of repurchasing Mortgages that are 120 days or more delinquent in the future and may reevaluate our delinquent Mortgage repurchase practices and alter them if circumstances warrant.

Increased Mortgage refinance, modification and other loss mitigation programs could materially affect Mortgage prepayment speeds. Working with our Conservator, we have significantly increased our loan modification and foreclosure prevention efforts since we entered into conservatorship, such as foreclosure suspensions and the Relief Refinance and Home Affordable Modification Programs under the MHA Program.

Depending on the level of borrower response to our Relief Refinance and Home Affordable Modification Programs and the number of borrowers who qualify for such refinancings and modifications, the increase in prepayments on certain Mortgages could be material. Generally, refinancings and modifications of Mortgages result in prepayments to investors in an amount equal to the unpaid principal balance of the affected Mortgages. We cannot predict the number of borrowers who will qualify for these programs or the rate of prepayments on the related Pass-Through Certificates.

Mortgage prepayments are affected by many factors and are unpredictable. The rates of prepayments of Mortgages, and therefore the rates of principal payments on the assets backing a series of Pass-Through Certificates, are influenced by a variety of economic, social and other factors, including local and regional economic conditions, homeowner mobility and the availability of, and costs associated with, alternative financing.

Such factors include but are not limited to prevailing mortgage interest rates, Mortgage characteristics, such as the geographic location of the mortgaged properties, loan size, LTV ratios or year of origination, borrower characteristics (such as credit scores) and equity positions in their houses, availability and convenience of refinancing and prevailing servicing fee rates. In addition, the rate of defaults and resulting repurchases of the Mortgages and repurchases due to breaches of representations and warranties by Mortgage sellers (presently, we have a substantial backlog of such repurchase requests to Mortgage sellers), or due to modification (such as may occur upon a borrower's successful completion of a trial period under our Home Affordable Modification Program) or refinancing as a result of default or imminent default, could affect prepayment rates and adversely affect the yield on your Pass-Through Certificates.

Prepayments can reduce your yield. Your yield on a class of Pass-Through Certificates will depend on its price, the rate of prepayments on its underlying assets and the other characteristics of the Mortgages. The Mortgages may be prepaid at any time, in most cases without penalty.

- If you purchase your class at a discount to its principal amount and the rate of principal payments is slower than you expect, you will receive payments over a longer period than you expect, so the yield on your investment will be lower than you expect.
- If you purchase your class at a premium over its principal amount and the rate of principal payments is faster than you expect, you will receive payments over a shorter period than you expect, so the yield on your investment will be lower than you expect.
- If you purchase an interest only class (including a class of Stripped Interest Certificates) or any other class at a significant premium and prepayments are very fast, you may not even recover your investment.
- In general, the rate of prepayments early in your investment has the greatest effect on your yield to maturity. A negative effect on your yield produced by principal prepayments at a higher (or lower) rate than you expect in the period immediately following your purchase of your class is not likely to be fully offset by an equivalent reduction (or increase) in that rate in later periods.

Callable classes are subject to redemption risks. If you own a callable class, a redemption will be similar in its principal payment effect to a full prepayment of all the related Mortgages. After a callable class becomes redeemable, its value is not likely to exceed, and may be lower than, its redemption price.

Index levels can reduce your yield if you own a floating rate or inverse floating rate class. The yield on your class could be lower than you expect:

- If you own a floating rate class and the levels of the applicable index are lower than you expect.
- If you own an inverse floating rate class and the levels of the applicable index are higher than you expect.

If you buy an interest only floating rate class, you may not even recover your investment if the level of the applicable index is low or prepayments are fast. If you buy an interest only inverse floating rate class, you may not even recover your investment if the level of the applicable index is high or prepayments are fast.

Reinvestment of principal payments may produce lower yields; expected principal payments may not be available for reinvestment. Mortgages tend to prepay fastest when current interest rates are low. When you receive principal payments in a low interest rate environment, you may not be able to reinvest them in comparable securities with as high a yield as your Pass-Through Certificates. When

current interest rates are high, Mortgages tend to prepay more slowly and your ability to reinvest principal payments could be delayed. If the yield on comparable investments is higher than the yield of your Pass-Through Certificates at that time, you could be disadvantaged by not receiving principal for reinvestment as quickly as you expected.

Weak economic conditions persist and could adversely affect your Pass-Through Certificates.

Weak economic conditions persist in the United States and the residential housing market continues to experience serious difficulties. House prices have declined nationwide and that decline has been larger in certain states, including California, Florida, Arizona and Nevada, and in certain geographical regions, including the Midwest. A substantial number of borrowers are “underwater,” or owe more on their Mortgages than their homes are currently worth. National home prices may continue to decrease. Unemployment has increased substantially and the credit markets, including the residential mortgage market, have been volatile and have contracted considerably. Certain large lenders have failed, and some of our largest servicers have experienced ratings downgrades and liquidity constraints. At the same time, the rate and number of mortgage payment delinquencies, particularly with respect to mortgages originated in recent years, have increased significantly and the prevailing adverse condition of the economy and the housing market have made it difficult or impossible for many borrowers to sell their homes or refinance their mortgages.

These circumstances may persist and could worsen and accelerate if the United States economy, the housing market and consumer confidence do not recover or if foreign economies continue to experience difficulties. Payment defaults on Mortgages could result in accelerated prepayments of your Pass-Through Certificates as a result of Mortgage modifications, refinancings, foreclosures or workouts.

The rate of such refinancings and modifications could also substantially increase as a result of our Relief Refinance and Home Affordable Modification Programs. These developments could adversely affect the liquidity, pricing and yield of your Pass-Through Certificates. Payment and recovery of principal on the Pass-Through Certificates could depend on our ability to honor our guarantee obligations. See *Increased Mortgage refinance, modification and other loss mitigation programs could materially affect Mortgage prepayment speeds.*

INVESTMENT FACTORS:

The Pass-Through Certificates may not be suitable investments for you. The Pass-Through Certificates are complex securities. You, alone or together with your financial advisor, need to understand the risks of your investment. You need to be able to analyze the information in the related offering documents and the Incorporated Documents, as well as the economic, interest rate and other factors that may affect your investment. You also need to understand the terms of the Pass-Through Certificates and any investment restrictions that may apply to you. Because each investor has different investment needs and different risk tolerances, you should consult your own financial, legal, accounting and tax advisors to determine if the Pass-Through Certificates are suitable investments for you. If you require a definite payment stream, or a single payment on a specific date, the Pass-Through Certificates are not suitable investments for you. If you purchase Pass-Through Certificates, you need to have enough financial resources to bear all of the risks related to your investment.

The Pass-Through Certificates are subject to liquidity risk. Illiquidity can have a severely negative impact on the prices of the Pass-Through Certificates, especially those that are particularly sensitive to prepayment or interest rate risk. The Pass-Through Certificates are not traded on any exchange and the market price of a particular issuance of Pass-Through Certificates or a benchmark price

may not be readily available. A secondary market for some types of Pass-Through Certificates may not develop. Even if a market develops, it may not continue. As a result, you may not be able to sell your Pass-Through Certificates easily or at prices that will allow you to realize your desired yield. The secondary markets for some Pass-Through Certificates have experienced periods of illiquidity in the past, and can be expected to do so again in the future. Our financial condition, the conservatorship, uncertainty concerning our future structure and organization, including whether we will continue to exist, the level of governmental support for Freddie Mac and market perceptions or speculation concerning such factors could materially affect the liquidity and pricing of your Pass-Through Certificates. Moreover, adverse national or global financial developments may materially affect the liquidity and pricing of your Pass-Through Certificates. These include, among others: the disruption of international and domestic credit markets, recessionary or weak economic conditions in the U.S. and in foreign countries (including those countries that own and trade our Pass-Through Certificates and other mortgage-backed securities), severe contraction in the residential mortgage credit market and the demise and consolidation of several major securities broker-dealers and financial institutions (including substantial mortgage originators). See *Prepayment and Yield Factors: Weak economic conditions persist and could adversely affect your Pass-Through Certificates*.

Reductions in our mortgage portfolio may affect the liquidity of your Pass-Through Certificates. Under the Purchase Agreement, the size of our mortgage-related investments portfolio was capped at \$900 billion as of December 31, 2009 and, beginning in 2010, will decrease at the rate of 10% per year until it reaches \$250 billion. The Purchase Agreement also limits the amount of indebtedness we can incur. Historically, our portfolio assets have included a substantial amount of our Pass-Through Certificates and we have been an active purchaser of our Pass-Through Certificates for a variety of reasons, including to provide liquidity for our Pass-Through Certificates. The limitation on our indebtedness, the proceeds of which have been used in the past to purchase assets for our portfolio, and the requirement to shrink our portfolio beginning in 2010 may adversely affect the liquidity and pricing of your Pass-Through Certificates.

The Pass-Through Certificates are subject to market risk. The market value of your Pass-Through Certificates will vary over time, primarily in response to changes in prevailing interest rates. Financial, regulatory and legislative developments concerning Freddie Mac generally, including whether we are in conservatorship or receivership, could affect prices for your Pass-Through Certificates. In addition, any adverse change in the market perception of our level of governmental support or credit standing could reduce the market price of the Pass-Through Certificates. If you sell your Pass-Through Certificates when their market values are low, you may experience significant losses.

The value of each call class will depend primarily on the market value of the assets to which the related call right applies (which will depend on prevailing interest rates and other market and economic conditions), market expectations about its future value, and the costs associated with any exercise of the call right. If you own a call class, you should consider the risk that you may lose all of your initial investment.

Index levels will affect yields of your adjustable rate Pass-Through Certificates. If your Pass-Through Certificates are backed by adjustable rate Mortgages, and the index level used to adjust the interest rates on those Mortgages is lower than you expect, the yield on your investment could be lower than you expect, especially if prepayments are slow. Even if the index level is high but prepayments are fast, your yield could be lower than you expect.

Your ability to exchange classes of MACS may be limited. You must own the right classes in the right proportions to enter into an exchange involving MACS. If you do not own the right classes, you may not be able to obtain them because:

- The owner of a class that you need for an exchange may refuse or be unable to sell that class to you at a reasonable price or at any price.
- Some classes may be unavailable because they have been placed into other financial structures, such as a REMIC.
- Principal payments and prepayments over time will decrease the amounts available for exchange.

You may not be allowed to buy Pass-Through Certificates. If you are subject to investment laws and regulations or to review by regulatory authorities, you may not be allowed to invest in some types of Pass-Through Certificates. If you purchase Pass-Through Certificates in violation of such laws or regulations, you may be compelled to divest such Pass-Through Certificates. See *Legal Investment Considerations*.

GOVERNANCE FACTORS:

The Conservator may repudiate our contracts, including our guarantee. As Conservator, FHFA may disaffirm or repudiate contracts (subject to certain limitations for qualified financial contracts) that we entered into prior to its appointment as Conservator if it determines, in its sole discretion, that performance of the contract is burdensome and that disaffirmation or repudiation of the contract promotes the orderly administration of our affairs. The Reform Act requires FHFA to exercise its right to disaffirm or repudiate most contracts within a reasonable period of time after its appointment as Conservator.

The Conservator has advised us that it has no intention of repudiating any guarantee obligation relating to Freddie Mac's mortgage-related securities, including the Pass-Through Certificates, because it views repudiation as incompatible with the goals of the conservatorship. In addition, the Reform Act provides that mortgage loans and mortgage-related assets that have been transferred to a Freddie Mac securitization trust must be held for the beneficial owners of the related Freddie Mac mortgage-related securities, including the Pass-Through Certificates, and cannot be used to satisfy our general creditors.

If our guarantee obligations were repudiated, payments of principal and/or interest to Holders would be reduced in the event of any borrowers' late payments or failure to pay or a servicer's failure to remit borrower payments to the trust. In that case, trust administration and servicing fees could be paid from payments on the Assets prior to distributions to Holders. Any actual direct compensatory damages owed due to the repudiation of our guarantee obligations may not be sufficient to offset any shortfalls experienced by Holders.

The Conservator also has the right to transfer or sell any asset or liability of Freddie Mac, including our guarantee obligation, without any approval, assignment or consent. If the Conservator were to transfer our guarantee obligation to another party, Holders would have to rely on that party for satisfaction of the guarantee obligation and would be exposed to the credit risk of that party.

FHFA could terminate the conservatorship by placing us into receivership, which could adversely affect our guarantee, and restrict or eliminate certain rights of Holders. Under the Reform Act, FHFA must place us into receivership if the Director of FHFA makes a determination in

writing that our assets are, and for a period of 60 days have been, less than our obligations. FHFA has notified us that the measurement period for any mandatory receivership determination with respect to our assets and obligations would commence no earlier than the SEC public filing deadline for our quarterly or annual financial statements and would continue for 60 calendar days after that date. FHFA has also advised us that, if, during that 60-day period, we receive funds from Treasury in an amount at least equal to the deficiency amount under the Purchase Agreement, the Director of FHFA will not make a mandatory receivership determination.

In addition, we could be put into receivership at the discretion of the Director of FHFA at any time for other reasons, including conditions that FHFA has already asserted existed at the time the then Director of FHFA placed us into conservatorship. These include: a substantial dissipation of assets or earnings due to unsafe or unsound practices; the existence of an unsafe or unsound condition to transact business; an inability to meet our obligations in the ordinary course of business; a weakening of our condition due to unsafe or unsound practices or conditions; critical undercapitalization; the likelihood of losses that will deplete substantially all of our capital; or by consent. A receivership would terminate the current conservatorship.

If FHFA were to become our receiver, it could exercise certain powers that could adversely affect Holders. As receiver, FHFA could repudiate any contract entered into by us prior to its appointment as receiver if FHFA determines, in its sole discretion, that performance of the contract is burdensome and that repudiation of the contract promotes the orderly administration of our affairs. The Reform Act requires that any exercise by FHFA of its right to repudiate any contract occur within a reasonable period following its appointment as receiver.

If FHFA, as receiver, were to repudiate our guarantee obligations, the receivership estate would be liable for actual direct compensatory damages as of the date of receivership under the Reform Act. Any such liability could be satisfied only to the extent our assets were available for that purpose. Moreover, if our guarantee obligations were repudiated, payments of principal and/or interest to Holders would be reduced in the event of any borrowers' late payments or failure to pay or a servicer's failure to remit borrower payments to the trust. In that case, trust administration and servicing fees could be paid from payments on the assets prior to distributions to Holders of Pass-Through Certificates. Any actual direct compensatory damages owed due to the repudiation of our guarantee obligations may not be sufficient to offset any shortfalls experienced by Holders.

In its capacity as receiver, FHFA would have the right to transfer or sell any asset or liability of Freddie Mac, including our guarantee obligation, without any approval, assignment or consent of any party. If FHFA, as receiver, were to transfer our guarantee obligation to another party, Holders would have to rely on that party for satisfaction of the guarantee obligation and would be exposed to the credit risk of that party.

During a receivership, certain rights of Holders of Pass-Through Certificates under the Pass-Through Trust Agreement may not be enforceable against FHFA, or enforcement of such rights may be delayed. The Pass-Through Trust Agreement provides that upon the occurrence of a Guarantor event of default, which includes the appointment of a receiver, Holders have the right to replace Freddie Mac as Trustee and Administrator if the requisite percentage of Holders consent. Pursuant to the Reform Act, FHFA, as receiver, may prevent Holders from enforcing their rights to replace Freddie Mac as Trustee and Administrator if the event of default arises solely because a receiver has been appointed.

The Reform Act also provides that no person may exercise any right or power to terminate, accelerate or declare an event of default under certain contracts to which Freddie Mac is a party, or obtain possession of or exercise control over any property of Freddie Mac, or affect any contractual rights of Freddie Mac, without the approval of FHFA as receiver, for a period of 90 days following the appointment of FHFA as receiver.

If we are placed into receivership and do not or cannot fulfill our guarantee obligation to Holders of Pass-Through Certificates, Holders could become unsecured creditors of Freddie Mac with respect to claims made under our guarantee. For a description of certain rights of Holders to proceed against the Treasury if we fail to pay under our guarantee, see *The Pass-Through Trust Agreement — Rights Upon Event of Default*.

APPLICATION OF PROCEEDS

Most Pass-Through Certificates are issued in exchange for the underlying assets, in which case we do not receive cash proceeds. In some instances, we issue Pass-Through Certificates backed by assets that we already own. In those transactions, we use the net proceeds received from the sale of the Pass-Through Certificates to the related dealers for cash to provide funds for general corporate purposes, including the purchase and financing of additional Mortgages and mortgage securities.

DESCRIPTION OF PASS-THROUGH CERTIFICATES

GENERAL

As Depositor, we transfer and deposit mortgage-related securities and other mortgage-related assets into Pass-Through Pools within the related trust funds. As Trustee, we create and issue Pass-Through Certificates under the related Pass-Through Trust Agreement representing interests in those pools. Each Pass-Through Pool has its own identification number assigned by us, as Administrator. The securities in the Pass-Through Pools are backed by Mortgages that we have purchased.

A Pass-Through Pool usually includes a single type of asset. These assets are typically:

- Freddie Mac PCs or Giant PCs.
- GNMA Certificates or Freddie Mac Giant Securities.
- Securities that represent “regular interests” in a real estate mortgage investment conduit (“REMIC”).
- Other Pass-Through Certificates offered under this Offering Circular.
- Other mortgage-related assets identified in the related supplement.
- Other securities identified as assets in the related supplement.

As Trustee, we hold legal title to the assets, directly or through our agent, in each Pass-Through Pool and related trust fund for the benefit of the investors in the related Pass-Through Certificates. Below we describe more specifically the types of Pass-Through Certificates and the characteristics of their underlying assets. In addition, if we issue any other type of Pass-Through Certificates, we will describe them in the related supplement.

GIANT CERTIFICATES

“**Giant Certificates**” are single-class securities entitled to payments of both principal and interest received on the related assets. When we issue Giant Certificates, we form a Pass-Through Pool that typically consists of PCs (including Freddie Mac REMIC securities backed by PCs) or GNMA Certificates. If the assets are PCs (including Freddie Mac REMIC securities backed by PCs), the Giant Certificates we issue are “**Giant PCs.**” If the assets are GNMA Certificates, the Giant Certificates we issue are “**Giant Securities.**” A Pass-Through Pool for Giant Certificates also may include other Giant Certificates of the same type.

Giant Certificates may bear interest at a fixed rate or an adjustable rate. The assets underlying fixed-rate Giant Certificates usually have the same fixed interest rate as the related Giant Certificates. However, we sometimes issue fixed rate Giant Certificates with an interest rate that is higher or lower than the rate payable on the related assets by retaining a portion of the principal or interest payments on the assets.

The interest rate of an adjustable rate Giant Certificate adjusts each month based on the weighted average of the interest rates of the related assets. The interest rates on all of the adjustable rate Mortgages (“**ARMs**”) backing an adjustable rate Giant Certificate adjust based on the same index and using the same means of adjustment, but do not necessarily adjust on the same date.

The minimum original principal balance of a Pass-Through Pool backing Giant Certificates is \$1 million.

STRIPPED GIANT CERTIFICATES

“**Stripped Giant Certificates**” are issued in series, each consisting of two or more classes. These classes receive unequal proportions of the principal and interest paid on a single underlying asset. When the underlying asset is a Giant PC, the Stripped Giant Certificates we issue are “**Stripped Giant PCs.**” When the underlying asset is a Giant Security, the Stripped Giant Certificates we issue are “**Stripped Giant Securities.**”

Stripped Giant Certificates include interest only classes (“**Interest Only Classes**” or “**IO Classes**”), principal only classes (“**Principal Only Classes**” or “**PO Classes**”) and interest/principal classes (“**IP Classes**”). IO Classes receive all or a portion of the interest payments from the underlying asset and no principal. PO Classes receive all or a portion of the principal payments from the underlying asset and no interest. IP Classes receive a portion of both the principal and interest payments from the underlying asset.

IO and IP Classes may bear interest at a fixed, adjustable, floating or inverse floating rate.

In order to calculate the interest due each month, a notional principal amount is assigned to each IO Class. The original notional principal amount will equal the original principal amount of the underlying asset, and will decline proportionately with the principal amount of that asset.

The minimum original principal balance of a Pass-Through Pool backing Stripped Giant Certificates is \$1 million.

Stripped Giant Certificates include a feature that permits you to exchange them for their underlying asset. To exchange your Stripped Giant Certificates for an equivalent amount of the underlying Giant Certificate, you must own proportionate interests in the principal and notional principal amounts of all classes of the same series. Similarly, if you own a Giant Certificate that has been reconstituted by an

exchange, you may exchange it for equivalent interests in the related Stripped Giant Certificates. Stripped Giant Certificates may be recombined and restripped in this manner repeatedly.

We may charge you a fee for an exchange. We have described the procedures for exchanging Stripped Giant Certificates in *Appendix II*.

“Modifiable And Combinable Securities” or **“MACS”** are Stripped Giant Certificates that are issued in a range of possible class coupons or class coupon formulas and that are exchangeable for other classes of the same series having different class coupons or class coupon formulas. Each series of MACS is backed by a single fixed rate Giant PC or Giant Security.

A series of MACS typically includes a fixed rate IO Class, a PO Class and multiple fixed rate IP Classes with class coupons ranging in 50 basis point increments from 0.5% to as high as 24.0%. We designate the IP classes of each series by their class coupons, calling a class with a class coupon of 0.5% the “0.5 Class,” a class with a class coupon of 24.0% the “24.0 Class” and so forth. A series of MACS also may include multiple floating rate and inverse floating rate classes, some of which are IP Classes and some of which are IO Classes.

We offer MACS classes in *maximum* original principal or notional principal amounts. The maximum amount for each class is considered individually for that class and without regard to the amounts of the other classes. It represents the largest amount of the class that the underlying asset could support.

You can exchange classes of MACS for one or more different classes of the same series. You can also exchange one or more classes of MACS for a portion of the underlying Giant Certificate, and vice versa. To make any of these exchanges, follow the procedures in *Appendix II*. *Appendix III* shows examples of exchanges involving MACS.

The classes of a series of MACS that are outstanding at any given time will depend upon which classes were issued initially and upon any exchanges that have occurred. The aggregate outstanding principal amount of all classes, not including the notional principal amounts of IO Classes, will equal the remaining principal amount of the underlying asset at all times. Similarly, the outstanding classes will receive interest payments, in the aggregate, equal to the interest payments made on the underlying asset.

STRIPPED INTEREST CERTIFICATES

“Stripped Interest Certificates” or **“SCs”** are issued in series, each consisting of one or more classes. These classes receive interest paid on their underlying assets. The underlying assets may consist of certain interest amounts payable on Mortgages that have been included in Freddie Mac PCs.

SCs consist of IO Classes that receive a portion of the interest payments from the related Mortgages and no principal. IO Classes may bear interest at a fixed rate, an adjustable rate or a weighted average rate.

In order to calculate the interest due each month, a notional principal amount is assigned to each IO Class. The original notional principal amount will equal or be derived from the original principal amount of the underlying asset, and will decline proportionately with the principal amount of that asset or as otherwise described in the related supplement.

CALLABLE PASS-THROUGH CERTIFICATES

“Callable Pass-Through Certificates” or **“CPCs”** represent interests in a Pass-Through Pool that contains a single Giant PC or a Giant Security as its primary asset. Classes of CPCs are issued in pairs of

“Callable Classes” and “Call Classes.” If you own a Callable Class, you will receive all of the interest and principal payments made on the asset. If you own a Call Class, you will not receive any payments of principal or interest because the Call Class does not represent an ownership interest in the underlying asset.

There can be only one Holder at a time of a Call Class. If you are the Holder of a Call Class, you will have the right (the **“Call Right”**):

1. To direct Freddie Mac, as Administrator, to redeem the related Callable Class on any Payment Date during the period specified in the applicable supplement.
2. To exchange your Call Class for the related Callable Assets.

The **“Callable Assets”** will be:

- If the related Pass-Through Pool contains a Giant PC, that Giant PC.
- If the related Pass-Through Pool contains a Giant Security, the GNMA Certificates (and any Giant Securities) underlying that Giant Security.

You must pay a Call Fee and a Call Payment to exercise the Call Right. *Appendix IV* describes the procedures for exercising the Call Right.

STRUCTURED PASS-THROUGH CERTIFICATES

“Structured Pass-Through Certificates” or **“SPCs”** represent interests in Pass-Through Pools that contain one or more of the following:

- REMIC classes issued by Freddie Mac or a third party.
- Pass-Through Certificates.
- Freddie Mac debt instruments.
- Other securities described in the related supplement.

The Pass-Through Pools typically contain, and the related SPCs represent interests in, separate classes or types of assets. The supplement for each series of SPCs will provide information on the assets for that series. A series of SPCs typically contains two or more classes, and each class of SPCs is backed by its own Pass-Through Pool.

CATEGORIES OF CLASSES

For purposes of principal and interest payments, classes of Pass-Through Certificates are categorized as shown below.

The following chart identifies and generally defines most categories of classes. The first column of the chart shows our standard abbreviation for each category. Each supplement may identify the categories of classes of the related series by means of one or more of these abbreviations.

Principal Types

<u>Freddie Mac Standard Abbreviation</u>	<u>Category of Class</u>	<u>Definition</u>
NTL	Notional	Classes having only a notional principal amount. A notional principal amount is the amount used as a reference to calculate the amount of interest due on an Interest Only Class. We indicate parenthetically the type of class with which a Notional Class will reduce.
PT	Pass-Through	Classes that receive all or a specified portion of the principal payments on the underlying Giant PC or other Pass-Through Pool assets.

Interest Types

<u>Freddie Mac Standard Abbreviation</u>	<u>Category of Class</u>	<u>Definition</u>
FIX	Fixed Rate	Classes with class coupons that are fixed throughout the life of the class.
FLT	Floating Rate	Classes with class coupons that are reset periodically based on an index and that vary directly with changes in the index.
INV	Inverse Floating Rate	Classes with class coupons that are reset periodically based on an index and that vary inversely with changes in the index.
IO	Interest Only	Classes that receive some or all of the interest payments made on the underlying Giant PC or other Pass-Through Pool assets and no principal. Interest Only Classes have a notional principal amount.
PO	Principal Only	Classes that do not receive any interest.
S	Structured Formula	Floating Rate and Inverse Floating Rate Classes with class coupons that are periodically reset using a formula other than an index (without any multiplier) plus a constant, in the case of Floating Rate Classes, or a constant minus an index (without any multiplier), in the case of Inverse Floating Rate Classes, and which are not designated as Toggle Classes.
T	Toggle	Floating Rate, Inverse Floating Rate and Weighted Average Coupon Classes with Class Coupons that change significantly as a result of very small changes in the applicable index. The change in Class Coupon may not be a continuous function of changes in the index; rather, a change in the index may result in a “shift” from a predetermined rate or formula to a different predetermined rate or formula.
W	WAC (or Weighted Average Coupon)	Classes whose class coupons represent a blended interest rate that may change from period to period. WAC Classes may consist of components with different interest rates or may be backed by assets with different interest rates.

PASS-THROUGH POOL ASSETS

General

Each Pass-Through Pool will contain one or more assets. This section describes the general characteristics of PCs and GNMA Certificates, which directly or indirectly back most of our Pass-Through Certificates. Pass-Through Pools can also contain Giant Certificates, REMIC classes, other Pass-Through Certificates or any other securities or mortgage-related assets that are purchased by Freddie Mac and identified as assets in the related supplement.

PCs

Freddie Mac Mortgage Participation Certificates, or “**PCs**,” are single-class securities, guaranteed by Freddie Mac, that represent undivided interests in pools of residential Mortgages. Nearly all Mortgages that back PCs are conventional mortgages, which means that neither the United States nor any federal agency or instrumentality guarantees or insures them.

If the underlying Mortgages have a fixed rate of interest, the PCs may be either “**Gold PCs**” or “**Original PCs**.” If the underlying Mortgages are ARMs, the related PCs are called “**ARM PCs**.”

For Gold PCs, there is a delay of approximately 45 days between the time interest begins to accrue and the time the PC investor receives his interest payment. This time period is a “**Payment Delay**.” For ARM PCs and Original PCs there is a Payment Delay of approximately 75 days.

Giant PCs have names — “**Gold Giant PCs**,” “**Original Giant PCs**” and “**ARM Giant PCs**” — that identify their underlying assets. Thus, if you invest in a Giant PC, the name of the Giant PC will identify for you the type of underlying PC and the applicable Payment Delay.

Some PCs represent interests in special types of Mortgages, such as relocation Mortgages, cooperative share Mortgages or extended buydown Mortgages. These types of Mortgages may prepay differently than standard Mortgages. If any one of these types of PCs represents more than 10%, or if any combination of them represents more than 15%, of the original principal balance of a Pass-Through Pool, the applicable supplement will disclose this.

Some PCs represent interests in other special types of Mortgages, such as initial interest Mortgages (which we intend to cease purchasing on or about September 1, 2010), reduced servicing fee Mortgages, biweekly Mortgages, assumable Mortgages, super-conforming Mortgages, jumbo-conforming Mortgages, high LTV Mortgages or prepayment penalty Mortgages. Jumbo-conforming and super-conforming ARM Mortgages, and in some cases, super-conforming fixed rate Mortgages, may be combined and included in a single PC pool. If any of these types of PCs are included in a Pass-Through Pool, the applicable supplement will disclose this.

See the PC Offering Circular and our internet website for information on how PC pool numbers and prefixes indicate the general type of Mortgages backing a PC.

We may issue Giant PCs backed by Gold PCs issued under our cash and multilender swap programs. In forming such Giant PCs, we, as Depositor, will deposit Mortgages purchased under those programs into PC pools and contribute the resulting Gold PCs to the Giant Pass-Through Pool.

Under our cash program, we purchase Mortgages for cash and contribute them to PC pools. Under our multilender swap program, a mortgage seller can sell Mortgages to us in exchange for the same

principal amount of Gold PCs backed by the Mortgages transferred by that mortgage seller and/or by other mortgage sellers.

Our PC Offering Circular describes the characteristics of the various types of PCs. Supplements for Pass-Through Certificates backed by PCs will incorporate by reference the current PC Offering Circular.

GNMA Certificates

“GNMA Certificates” are mortgage-backed securities that the Government National Mortgage Association (**“GNMA”**) guarantees. GNMA is a corporate instrumentality of the United States within HUD. GNMA guarantees the timely payment of principal and interest on certificates that are backed by pools of mortgages insured or guaranteed by the Federal Housing Administration, the U.S. Department of Veterans Affairs, the U.S. Department of Agriculture Rural Development (formerly the Rural Housing Service) or HUD.

Investors in GNMA Certificates receive monthly payments of interest and scheduled principal, even if the borrowers on the underlying mortgages have not made their monthly payments. GNMA’s guarantee obligations, unlike Freddie Mac’s, are backed by the full faith and credit of the United States.

Mortgage banking companies and other financial concerns approved by GNMA issue and service GNMA Certificates. GNMA guarantees securities under its GNMA I program (**“GNMA I Certificates”**) and GNMA II program (**“GNMA II Certificates”**). Holders of GNMA I Certificates and GNMA II Certificates have substantially similar rights, although a few differences do exist.

Under the GNMA I program, a single GNMA issuer assembles a pool of mortgages and issues and markets GNMA I Certificates that are backed by that pool. The origination date of mortgages in the pool must be within two years of the date that the related GNMA I Certificates are issued. All mortgages underlying a particular GNMA I Certificate must be of the same type (for example, all single-family, level payment mortgages) and have the same fixed interest rate. The pass-through rate on each GNMA I Certificate is 50 basis points less than the interest rate on the mortgages included in the pool. Holders of GNMA I Certificates receive payments on or about the 15th of each month. GNMA I Certificates have a Payment Delay of approximately 45 days.

Under the GNMA II program, a pool may consist of mortgages submitted by more than one GNMA issuer. The resulting pool backs a single issue of GNMA II Certificates, which each participating issuer markets to the extent that it contributed mortgages to the pool. Each GNMA II Certificate issued from a multiple issuer pool, however, represents an interest in the entire pool, not just in mortgages contributed to the pool by a particular GNMA issuer. GNMA II Certificates also may be backed by a custom pool of fixed rate mortgages formed by a single issuer. Holders of GNMA II Certificates receive payments on or about the 20th of each month. GNMA II Certificates have a Payment Delay of approximately 50 days.

Each GNMA II Certificate pool consists entirely of fixed rate mortgages or entirely of ARMs. Fixed rate mortgages underlying any particular GNMA II Certificate must be of the same type, but may have annual interest rates that vary from each other by up to 100 basis points. The pass-through rate on each fixed rate GNMA II Certificate will be 50 to 150 basis points per annum, in the case of GNMA II Certificates issued prior to July 1, 2003, and 25 to 75 basis points per annum, in the case of GNMA II Certificates issued on or after July 1, 2003, less than the highest per annum interest rate on any mortgage included in the pool.

ARMs underlying any particular GNMA II Certificate will have interest rates that adjust annually based on the one-year Treasury index. GNMA pooling specifications require that all ARMs in a given

pool have an identical first adjustment date, annual interest adjustment date, first payment adjustment date, index reference date and means of adjustment. All of the ARMs underlying a particular GNMA II Certificate issued prior to July 1, 2003 must have interest rates that are 50 to 150 basis points per annum above the interest rate of the GNMA II Certificate. In addition, the mortgage margin for those ARMs must be 50 to 150 basis points per annum greater than the margin for the related GNMA II Certificate. All of the ARMs underlying a particular GNMA II Certificate issued on or after July 1, 2003 must have interest rates that are 25 to 75 basis points per annum above the interest rate of the related GNMA II Certificate. In addition, the mortgage margin with respect to those ARMs must be 25 to 75 basis points per annum greater than the margin for the related GNMA II Certificate. The ARMs and GNMA II Certificates have an annual adjustment cap of $\pm 1\%$ and lifetime cap of $\pm 5\%$ above or below the initial interest rate; provided however, that with respect to GNMA II Certificates issued on or after October 1, 2003 and backed by 7-year and 10-year hybrid ARMs, these GNMA II Certificates and the related mortgage loans will be subject to an annual adjustment cap of $\pm 2\%$ and a lifetime cap of $\pm 6\%$ above or below the initial interest rate. Thirty days after each annual interest adjustment date, the payment amount of an ARM resets so that its remaining principal balance would fully amortize in equal monthly payments over its remaining term to maturity, assuming its interest rate were to remain constant at the new rate.

Under its “Platinum” program, GNMA guarantees certificates that represent ownership interests in pools of GNMA I Certificates or GNMA II Certificates. The terms “GNMA I Certificates” and “GNMA II Certificates” include certificates guaranteed under the Platinum program.

PAYMENTS

Class Factors

General

As Administrator, we calculate and make available each month (including on our internet website) the Class Factor for each class of Pass-Through Certificates having a principal or notional principal amount.

The “**Class Factor**” for any class having a principal amount for any month is a truncated eight-digit decimal which, when multiplied by the original principal amount of a Pass-Through Certificate of that class, will equal its remaining principal amount. The Class Factor for any month reflects payments of principal to be made on the Payment Date:

- In the same month, for classes backed by Gold PCs or GNMA Certificates.
- In the following month, for classes backed by Original PCs or ARM PCs.

Class Factors will be available on or about:

- The fifth Business Day (as defined below) of each month, for classes backed by Gold PCs, ARM PCs or Original PCs.
- The tenth Business Day of each month, for classes backed by GNMA Certificates.

A Class Factor for a class that has a notional principal amount will reflect the remaining notional principal amount of a Pass-Through Certificate of that class in the same manner.

Each class of Stripped Giant Certificates has the same Class Factor as its underlying Giant Certificate. The Class Factor for a class of Stripped Giant Certificates may not reflect the outstanding amount of the class as a whole, because that amount may decrease or increase due to exchanges.

The Class Factor for each class for the month of issuance is 1.0000000.

Class Factors for GNMA Certificates

We calculate Class Factors for classes backed by GNMA Certificates by using GNMA Certificate factors reported each month. Currently, the reported factors that we use are preliminary and subject to revision. In addition, there may not be reported factors for some GNMA Certificates. If a factor has not been reported, we will estimate it on the basis of assumed mortgage amortization schedules. Our estimate will reflect payment factor information previously reported and estimated subsequent scheduled amortization (but not prepayments) on the related mortgages.

Because GNMA Certificate factors may be preliminary, and we must estimate factors when reported factors are not available, there may be variances between the principal payments we receive on the GNMA Certificates in any month and the amounts we pay on the related Pass-Through Certificates, as reflected by their Class Factors for that month. However, the Class Factor for any month will reconcile any variances that occurred in the preceding month. Our determination of the Class Factors in the manner described above will be final.

Payment Dates

As Administrator, we will make payments to the Holders of Pass-Through Certificates on each applicable Payment Date. The “**Payment Date**” will be:

- For classes backed by PCs, the 15th of each month or, if the 15th is not a Business Day, the next Business Day.
- For classes backed entirely by GNMA I Certificates, the 17th of each month or, if the 17th is not a Business Day, the next Business Day.
- For classes backed entirely or partly by GNMA II Certificates, the 20th of each month or, if the 20th is not a Business Day, the next Business Day after the 20th.

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

- A Saturday or Sunday.
- A day when Freddie Mac is closed.
- For Pass-Through Certificates on the Fed System, a day when the Federal Reserve Bank of New York (or other agent acting as Freddie Mac’s fiscal agent) is closed or, as to any Holder, a day when the Federal Reserve Bank that maintains the Holder’s account is closed.
- For any Pass-Through Certificates on the DTC System, a day when DTC is closed.

Payments of Principal

On each Payment Date, we will pay principal to the Holders of each class on which principal is then due. The Holders of Pass-Through Certificates of any class will receive principal payments on a pro rata basis.

Holders of IO Classes and Call Classes of CPCs will not receive principal payments.

For any Payment Date, you can calculate the amount of principal to be paid on a Pass-Through Certificate by multiplying its original principal amount by:

- The difference between its Class Factors for the preceding and current months, for a class backed by Gold PCs or GNMA Certificates.
- The difference between its Class Factors for the two preceding months, for a class backed by Original PCs or ARM PCs.

Payments of Interest

Interest will accrue on each Pass-Through Certificate during each Accrual Period at the class coupon described in the related supplement. In the case of a fixed rate Pass-Through Certificate, the class coupon is set at the time of issuance and does not change. In the case of an adjustable rate Pass-Through Certificate, the class coupon adjusts monthly based on the interest rate, or the weighted average of the interest rates, of the assets or as otherwise described in the applicable supplement. Generally, we compute interest on the basis of a 360-day year of twelve 30-day months.

Floating Rate and Inverse Floating Rate Classes bear interest using interest formulas shown in the applicable supplements. Unless otherwise provided, their class coupons are based on LIBOR. “**LIBOR**” is the arithmetic mean of the London interbank offered quotations for Eurodollar deposits with a maturity of one month.

As Administrator, we calculate the class coupons of LIBOR-based Floating Rate and Inverse Floating Rate Classes for each Accrual Period (after the first) on the second business day before the Accrual Period begins (an “**Adjustment Date**”). For this purpose, a “business day” is a day on which banks are open for dealing in foreign currency and exchange in London, New York City and Washington, D.C. We determine LIBOR by using the “Interest Settlement Rate” for one-month U.S. dollar deposits set by the British Bankers’ Association (the “**BBA**”) as of 11:00 a.m. (London time) on the Adjustment Date.

The BBA’s Interest Settlement Rates are currently displayed on Reuters page 3750. That page, or any other page that may replace page 3750 on that service or any other service the BBA nominates as the information vendor to display the BBA’s Interest Settlement Rates for deposits in U.S. dollars, is a “**Designated Reuters Page.**” Reuters Monitor Money Rates Service page “LIBOR01” and Bloomberg L.P. page “BBAM” also currently display the BBA’s Interest Settlement Rates. The BBA’s Interest Settlement Rates currently are rounded to five decimal places.

If the BBA’s Interest Settlement Rate does not appear on the Designated Reuters Page as of 11:00 a.m. (London time) on an Adjustment Date, or if the Designated Reuters Page is not then available, we will obtain the Interest Settlement Rate from Reuters’ page “LIBOR01” or Bloomberg’s page. If neither of those two pages publishes the Interest Settlement Rate for the Adjustment Date, LIBOR for that date will be the most recently published Interest Settlement Rate. If the BBA no longer sets an Interest Settlement Rate, we will designate an alternative index that has performed, or that we expect to perform, in a manner substantially similar to the BBA’s Interest Settlement Rate. We will select an alternative index only if tax counsel advises us that the alternative index will not cause the related Pass-Through Pool to lose its classification as a grantor trust.

Absent clear error, our determination of the applicable LIBOR levels and our calculation of the class coupons for the Floating Rate and Inverse Floating Rate Classes for each Accrual Period will be final and binding. You can get the class coupons for the current and all preceding Accrual Periods from our internet

website or from our Investor Inquiry Department. Our method for determining LIBOR is subject to modification as necessary to reflect technological and market changes.

Holders of PO Classes and Call Classes of CPCs will not receive interest payments.

Interest will accrue on the principal or notional principal amount of a Pass-Through Certificate as determined by its Class Factor for:

- The month preceding the Payment Date, for a class backed by Gold PCs or GNMA Certificates.
- The second month preceding the Payment Date, for a class backed by Original PCs or ARM PCs.

Unless otherwise provided in the applicable supplement, the “**Accrual Period**” relating to any Payment Date will be one of:

- The calendar month preceding the month of the Payment Date, for a Fixed Rate Class backed by Gold PCs or GNMA Certificates.
- The 15th of the preceding month to the 15th of the month of that Payment Date, for a Floating Rate or Inverse Floating Rate Class.
- The second calendar month preceding the month of the related Payment Date, for a class backed by Original PCs or ARM PCs.

The class coupon for Pass-Through Certificates backed by ARMs adjusts as of the first day of each Accrual Period and will equal the weighted average of the interest rates of the assets as of the same date, truncated at the third decimal place. Investors can obtain the class coupons for the current Accrual Period on our internet website or by contacting our Investor Inquiry Department.

Record Dates

As Administrator, we pass through payments on each Payment Date to Holders as of the related Record Date. The “**Record Date**” for any Payment Date is the close of business on the last day of:

- The preceding month, for a class backed by Gold PCs or GNMA Certificates.
- The second preceding month, for a class backed by Original PCs or ARM PCs.

Final Payment Date

The “**Final Payment Date**” for each class of Pass-Through Certificates usually reflects the latest final payment date of the underlying PCs, GNMA Certificates or other assets. The final payment dates of the assets are determined by various methods depending upon their type and date of issuance, as described in the applicable offering materials. The actual final payment on any class of Pass-Through Certificates could occur significantly earlier than its Final Payment Date.

You will receive the final payment on your Pass-Through Certificates on or before the Payment Date that falls (a) in the same month as the applicable Final Payment Date, for Gold Pass-Through PCs and Pass-Through Securities, and (b) in the month after the applicable Final Payment Date, for Original Pass-Through PCs and ARM Pass-Through PCs.

GUARANTEES

With respect to each Pass-Through Pool, as Guarantor, we guarantee to the Trustee and to each Holder of a Pass-Through Certificate:

- The timely payment of interest at its class coupon.
- The payment of principal as principal payments are made on the underlying assets.
- The final payment of its entire principal amount by the Payment Date that falls (a) in the month of its Final Payment Date, for Gold Pass-Through PCs and Pass-Through Securities, and (b) in the month after its Final Payment Date, for Original Pass-Through PCs and ARM Pass-Through PCs.
- In the case of the Holder of a Call Class of CPCs, all proceeds due to the Holder upon exercise of its Call Right.

We also guarantee:

- For all PCs, the timely payment of interest and the full and final payment of principal on the underlying Mortgages.
- For Gold PCs only, the timely payment of scheduled principal on the underlying Mortgages, calculated as described in the applicable PC Offering Circular.
- For other assets issued by Freddie Mac, the payment of interest and principal as described in the applicable offering materials.

Principal and interest payments on the Pass-Through Certificates are not guaranteed by, and are not debts or obligations of, the United States or any federal agency or instrumentality other than Freddie Mac.

FORM OF PASS-THROUGH CERTIFICATES, HOLDERS AND PAYMENT PROCEDURES

Form and Denominations

Fed System. Investors who own Pass-Through Certificates held on the Fed System typically are not the Holders of those Pass-Through Certificates. Only banks and other entities eligible to maintain book-entry accounts with a Federal Reserve Bank (“**Fed Participants**”) may be Holders of Pass-Through Certificates held on the Fed System.

Pass-Through Certificates held on the Fed System are subject to the HUD regulations governing Freddie Mac’s book-entry securities (24 C.F.R. Part 81, Subpart H) and any procedures that Freddie Mac and a Federal Reserve Bank may agree to. These regulations and procedures relate to the issuance and recordation of, and transfers of interests (including security interests) in, all of Freddie Mac’s book-entry securities held on the Fed System, regardless of when the securities were issued. Fed Participants’ individual accounts are governed by operating circulars and letters of the Federal Reserve Banks.

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

Certificated Classes. Certificated classes will be transferable only at the office of the Registrar. A Holder may have to pay a service charge to the Registrar for any registration of transfer of a certificated

class, and will have to pay any transfer taxes or other governmental charges. Each Call Class will be issued as a single certificate in an original notional principal amount equal to the original principal amount of its related Callable Class and will be held and transferable only as a single certificate.

CUSIP Number. Each class of Pass-Through Certificates will have a unique nine-character designation, known as a “**CUSIP Number;**” used to identify that class.

Denominations. Holders on the Fed System or the DTC System must hold and transfer their Pass-Through Certificates in minimum original principal or notional principal amounts of \$100,000 (for IO, PO, Inverse Floating Rate, Structured Formula and Toggle Classes) or \$1,000 (for other Classes) and additional increments of \$1. A Holder may not transfer a Pass-Through Certificate if, as a result of the transfer, the Holder would have remaining in its account Pass-Through Certificates of any class having an original principal or notional principal amount of less than \$100,000 or \$1,000, as applicable. A Holder of Pass-Through Certificates on the Fed System will also have to comply with any Federal Reserve Bank minimum wire transfer requirements.

Holders

A Holder of a Pass-Through Certificate is not necessarily its beneficial owner. Beneficial owners ordinarily will hold classes through one or more financial intermediaries, such as banks, brokerage firms and securities clearing organizations. For example, as an investor, you may hold a class through a brokerage firm which, in turn, holds through a Fed Participant. In that case, you would be the beneficial owner and the participant would be the Holder.

If your class is held on the DTC System, your ownership will be recorded on the records of the brokerage firm, bank or other financial intermediary where you maintain an account for that purpose. In turn, the financial intermediary’s interest in the class will be recorded on the records of DTC (or of a DTC Participant that acts as agent for the financial intermediary, if the intermediary is not itself a DTC Participant).

A Holder that is not also the beneficial owner of a Pass-Through Certificate, and each other financial intermediary in the chain between the Holder and the beneficial owner, will be responsible for establishing and maintaining accounts for their customers. Freddie Mac and any Federal Reserve Bank will not have a direct obligation to a beneficial owner of a Pass-Through Certificate that is not also the Holder. A Federal Reserve Bank or DTC will act only upon the instructions of the Fed Participant or DTC Participant, as applicable, in recording transfers of a class.

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

Payment Procedures

Federal Reserve Banks will credit payments on classes held on the Fed System to the appropriate Fed Participants.

We or, in some cases, the Registrar will make payments on classes held on the DTC System in immediately available funds to DTC. DTC will be responsible for crediting the payment to the accounts of the appropriate DTC Participants in accordance with its normal procedures.

The Registrar will make payments on a certificated class by check mailed to the addresses of the Holders shown on the Registrar's records or, if the related supplement provides, by wire transfer to the Holders. However, a Holder will receive the final payment on a certificated class only upon presentation and surrender of the Holder's certificate to the Registrar.

Each Holder and each other financial intermediary will be responsible for remitting payments to the beneficial owners of a class that it represents.

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

PREPAYMENT, YIELD AND SUITABILITY CONSIDERATIONS

PREPAYMENTS

The rates of principal payments on the assets and the Pass-Through Certificates will depend on the rates of principal payments on the related Mortgages. Mortgage principal payments may be in the form of scheduled amortization or partial or full prepayments. Prepayments include:

- Voluntary prepayments by the borrower, as well as prepayments due to refinancings and modifications (including under our Relief Refinance and Home Affordable Modification Programs).
- Prepayments resulting from the repurchase or liquidation of Mortgages due to default, delinquency, inaccurate representations and warranties made by sellers or other factors.
- Liquidations resulting from casualty or condemnation.
- Payments made by Freddie Mac, as Guarantor, or GNMA under their guarantees of principal (other than payments of scheduled principal).

Mortgages may be voluntarily prepaid in full or in part at any time, in most cases without payment of a penalty. We cannot make any representation regarding the likely prepayment experience of the Mortgages underlying any pass-through pool.

Mortgage prepayment rates are likely to fluctuate significantly over time. Prepayment rates are influenced by a variety of economic, social and other factors, including local and regional economic conditions, homeowner mobility and the availability of, and costs associated with, alternative financing.

Such factors, which may be affected by the Relief Refinance and Home Affordable Modification Programs, include but are not limited to prevailing mortgage interest rates, Mortgage characteristics, such as the geographic location of the mortgaged properties, loan size, LTV ratios or year of origination, borrower characteristics (such as credit scores) and equity positions in their houses, availability and convenience of refinancing and prevailing servicing fee rates. In addition, the rate of defaults and resulting repurchases of the Mortgages, and repurchases due to breaches of representations and warranties by Mortgage sellers (presently, we have a substantial backlog of such repurchase requests to Mortgage sellers), or due to modification (such as may occur upon a borrower's successful completion of a trial period under our Home Affordable Modification Program) or refinancing as a result of default or imminent default could also affect prepayment rates and adversely affect the yield on the Pass-Through Certificates.

The characteristics of particular Mortgages may also influence their principal payment rates. For example, ARMs tend to have higher default rates than fixed rate Mortgages. In addition, the rate of principal payments on Pass-Through Certificates backed by ARMs may be affected by changes in scheduled amortization resulting from adjustments in the interest rates and monthly payment amounts of the underlying ARMs.

Transfers of mortgaged properties also influence prepayment rates. The Mortgages underlying fixed rate PCs generally include “due-on-transfer” clauses which provide that the holder of the Mortgage may demand full payment of the Mortgage upon the transfer of the mortgaged property. Freddie Mac, in most cases, requires mortgage servicers to enforce these clauses where permitted by applicable law. The PC Offering Circular discusses this further. ARMs and Mortgages underlying GNMA Certificates generally do not include due-on-transfer clauses.

If you are purchasing a Pass-Through Certificate backed by PCs, you should review the discussion of prepayments and yields in the PC Offering Circular.

YIELDS

General

In general, your yield on any class of Pass-Through Certificates will depend on several variables, including:

- The price you paid for that class.
- The rate of principal prepayments on the underlying Mortgages.
- The actual characteristics of the underlying Mortgages.
- In the case of adjustable rate Pass-Through Certificates, the levels of the interest rates on the underlying ARMS, as adjusted from time to time.

You should carefully consider the yield risks associated with Pass-Through Certificates, including these:

- If you purchase a class at a discount to its principal amount and the rate of principal payments on the underlying Mortgages is slower than you expect, you will receive payments over a longer period than you expect, so the yield on your investment will be lower than you expect. This is especially true for a PO Class.
- If you purchase a class at a premium over its principal amount and the rate of principal payments on the underlying Mortgages is faster than you expect, you will receive payments over a shorter period than you expect, so the yield on your investment will be lower than you expect.
- If you purchase an IO Class or any other class at a significant premium over its principal amount and there are fast principal payments on the underlying Mortgages, you may not even recover your investment in that class.
- In general, the rate of Mortgage prepayments early in your investment has the greatest effect on your yield to maturity. As a result, a negative effect on your yield produced by principal prepayments at a higher (or lower) rate than you expect in the period immediately following

your purchase of a Pass-Through Certificate is not likely to be offset by an equivalent reduction (or increase) in that rate in later periods.

- Mortgages tend to prepay fastest when prevailing interest rates are low. When this happens, you may not be able to reinvest your principal payments in comparable securities at as high a yield.

Yields of Floating Rate and Inverse Floating Rate Classes

If you invest in a Floating Rate or Inverse Floating Rate Class, you should consider the following additional risks:

- If you own a Floating Rate Class, index levels lower than you expect could result in yields lower than you expected, especially if the class coupon varies based on a multiple of the index. Also, the class coupon of your class can never be higher than its stated maximum rate, regardless of the level of the index. If you own an Interest Only Floating Rate Class, you may not even recover your investment if the level of the applicable index is low or Mortgage prepayments are fast.
- If you own an Inverse Floating Rate Class, index levels higher than you expect could result in yields lower than you expected, especially if the class coupon varies based on a multiple of the index. The class coupons of most Inverse Floating Rate Classes can fall as low as 0%. If you own an Interest Only Inverse Floating Rate Class, you may not even recover your investment if the level of the applicable index is high or Mortgage prepayment rates are fast.
- When mortgage interest rates are generally low, which usually results in faster prepayments, the applicable index value may be high. On the other hand, when mortgage interest rates are generally high, which usually results in slower prepayments, the applicable index value could be low. Either of these scenarios could result in a lower than expected yield on your Pass-Through Certificates.
- No index will remain constant at any value. Even if the average value of an index is consistent with what you expect, the timing of any changes in that value may affect your actual yield. In general, the earlier a change in the value of the applicable index, the greater the effect on your yield. As a result, a negative effect on your yield produced by an index value that is higher (or lower) than you expect early in your investment is not likely to be offset by an equivalent reduction (or increase) in that value in later periods.

Yields of ARM Pass-Through Certificates

If you invest in adjustable rate Pass-Through Certificates, you should consider the following additional risks:

- If the index levels used to adjust the underlying ARMs are lower than you expect, the yield on your investment could be lower than you expect.
- The interest rates on ARMs are subject to limits on the amount they can adjust on each adjustment date. The total amount that an ARM can adjust may also be limited by lifetime ceilings and, in some cases, lifetime floors.
- Class coupons for adjustable rate Pass-Through Certificates generally adjust monthly, based on a weighted average of the interest rates on the underlying ARMs. The interest rates on the

underlying ARMs may adjust monthly, semi-annually, annually or at other intervals. Moreover, there is a gap of several months from the publication of an applicable index value until the interest rate of an ARM reflects that value. As a result, the class coupon of your Pass-Through Certificates may not fully reflect current interest rates.

- Disproportionate principal payments, including prepayments, on ARMs that have relatively low and high interest rates compared to the other ARMs in the same pool will affect the level of the class coupons for the related Pass-Through Certificates, even if the interest rates on those ARMs remain unchanged.
- When mortgage interest rates are generally low, which usually results in faster prepayments, the index value may be high. On the other hand, when mortgage interest rates are generally high, which usually results in slower prepayments, the index value could be low. Either of these scenarios could result in a lower than expected yield on adjustable rate Pass-Through Certificates.
- No index will remain constant at any value. Even if the average value of an index is consistent with what you expect, the timing of any changes in that value may affect your actual yield. In general, the earlier a change in the value of the applicable index, the greater the effect on your yield. As a result, a negative effect on your yield produced by an index value that is higher (or lower) than you expect early in your investment is not likely to be offset by an equivalent reduction (or increase) in that value in later periods.

Payment Delay

The effective yield on any interest-bearing Pass-Through Certificate with a Payment Delay will be less than the yield that its class coupon and purchase price would otherwise produce, because:

- On its first Payment Date, 30 days' interest will be payable on the Pass-Through Certificate even though interest began to accrue approximately 45 to 75 days earlier, depending on its Payment Delay.
- On each Payment Date after the first, the interest payable on the Pass-Through Certificate will accrue during its Accrual Period, which will end approximately 15 to 45 days before that Payment Date, depending on its Payment Delay.

SUITABILITY

Pass-Through Certificates may not be suitable investments for you. You should consider the following before you invest in Pass-Through Certificates.

- Pass-Through Certificates are not appropriate investments if you require a single lump sum payment on a date certain, or if you require an otherwise definite payment stream.
- A market may not develop for the sale of some types of Pass-Through Certificates after their initial issuance. Even if a market develops, it may not continue. As a result, you may not be able to sell your Pass-Through Certificates easily or at prices that will allow you to realize your desired yield.
- The market values of your Pass-Through Certificates are likely to fluctuate, primarily in response to changes in prevailing interest rates. Such fluctuations may result in significant losses to you.

- The secondary markets for mortgage-related securities have experienced periods of illiquidity in the past, and can be expected to do so in the future. Illiquidity can have a severely negative effect on the prices of Pass-Through Certificates, especially those that are particularly sensitive to prepayment, redemption or interest rate risk or that have been structured to meet the investment needs of limited categories of investors. In addition, illiquidity could result from our financial condition, the conservatorship, uncertainty concerning our future structure, organization, or level of government support and market perceptions or speculation.
- The Pass-Through Certificates of some classes may not be eligible to back Freddie Mac REMIC classes or other Freddie Mac structured transactions. This may impair the liquidity of those classes.
- Pass-Through Certificates are complex securities. Before investing in a Pass-Through Certificate, you should be able, either alone or with a financial advisor, to evaluate the information contained and incorporated in this Offering Circular and in the related supplement. You should evaluate the information in the context of your personal financial situation and your views on possible and likely interest rate and economic scenarios.

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

TABULAR INFORMATION IN SUPPLEMENTS

In order to illustrate the effect of prepayments on classes of Pass-Through Certificates, the related supplements may include tables that show the following information, in each case under various prepayment and/or index scenarios:

- Pre-tax yields to maturity.
- Weighted average lives.
- Cash flows.
- Declining principal balances.

All of the tables shown in a supplement will be based on assumptions about the underlying Mortgages. Because the Mortgages will have characteristics that differ from those assumed in preparing any table, the actual weighted average lives, pre-tax yields, cash flows and declining principal balances are likely to differ from those shown, even in the unlikely event that all the underlying Mortgages were to prepay at the assumed rates.

Yield Calculations

We calculate pre-tax yields by:

1. Determining the monthly discount rates (whether positive or negative) that, when applied to the assumed stream of cash flows to be paid on a class, would cause the discounted present value of those cash flows to equal the assumed purchase price of the class.
2. Converting the monthly rates to corporate bond equivalent (semiannual payment) rates.

These yield calculations do not take into account any variations in the interest rates at which you might reinvest payments that you receive. Consequently, they will not reflect the return on any investment when those reinvestment rates are considered.

Weighted Average Lives

The weighted average life of a security refers to the average amount of time that will elapse from the date of its issuance until each dollar of principal has been repaid to the investor. The weighted average lives of the classes of Pass-Through Certificates will depend primarily on the rate at which principal is paid on the Mortgages. We calculate weighted average lives by:

1. Multiplying the assumed reduction, if any, in the principal balance on each Payment Date by the number of years from the date of issuance to that Payment Date.
2. Summing the results.
3. Dividing the sum by the aggregate amount of the assumed reductions in principal balance.

Prepayment Models

Prepayments on pools of Mortgages can be measured based on a variety of prepayment models. The models typically used in supplements for Pass-Through Certificates will be The Securities Industry and Financial Markets Association's standard prepayment (or "PSA") model and the constant prepayment rate (or "CPR") model.

The PSA model assumes that:

- Mortgages will prepay at an annual rate of 0.2% in the first month after origination.
- The prepayment rate will increase by an annual rate of 0.2% per month up to the 30th month after origination.
- The monthly prepayment rate will be constant at 6% per annum in the 30th and later months.

This assumption is called "100% PSA." For example, at 100% PSA, mortgages with a loan age of three months (mortgages in their fourth month after origination) are assumed to prepay at an annual rate of 0.8%. "0% PSA" assumes no prepayments; "50% PSA" assumes prepayment rates equal to 0.50 times 100% PSA; "200% PSA" assumes prepayment rates equal to 2.00 times 100% PSA; and so forth.

The CPR model assumes an annual constant mortgage prepayment rate each month relative to the then outstanding principal balance of a pool of mortgages for the life of that pool. For example, at 6% CPR, the CPR model assumes that the monthly prepayment rate will be constant at 6% per annum. (For mortgages in their 30th and later months, 6% CPR corresponds to 100% PSA.)

Neither the PSA nor the CPR model describes historical prepayment experience or can predict the prepayment rate of any actual mortgage pool.

Even though the tables in a supplement will use assumed Mortgage prepayment rates, the underlying Mortgages will not prepay at a constant rate until maturity, nor will all of those Mortgages prepay at the same rate. You must make an independent decision regarding the appropriate principal prepayment scenarios to use in deciding whether to purchase Pass-Through Certificates.

THE PASS-THROUGH TRUST AGREEMENT

Under the Pass-Through Certificates Master Trust Agreement dated the same date as this Offering Circular, as Depositor, we transfer and deposit assets that we have acquired into various Pass-Through Pools. As Trustee, we create and issue Pass-Through Certificates under the Pass-Through Certificates Master Trust Agreement and the related **“Terms Supplement”** for each offering of Pass-Through Certificates. For any particular offering, the Pass-Through Certificates Master Trust Agreement and the applicable Terms Supplement together constitute the **“Pass-Through Trust Agreement.”**

The following summary describes various provisions of the Pass-Through Trust Agreement. This summary is not complete. You should refer to the Pass-Through Trust Agreement if you would like further information about its provisions. You can obtain copies of the Pass-Through Trust Agreement, including any Terms Supplements, from our Investor Inquiry Department as shown under *Additional Information*. Your receipt and acceptance of a Pass-Through Trust Certificate constitutes your unconditional acceptance of all the terms of the Pass-Through Trust Agreement.

TRANSFER OF ASSETS TO PASS-THROUGH POOL

The assets deposited in each Pass-Through Pool will be identified to that Pass-Through Pool in our corporate records. As Trustee, we will hold legal title to the assets, directly or through our agent, for the benefit of each Pass-Through Pool and the Holders of the related Pass-Through Certificates.

VARIOUS MATTERS REGARDING FREDDIE MAC

Freddie Mac in its Corporate Capacity

Freddie Mac, in its corporate capacity, and its directors, officers, employees and agents will not be liable to Holders for any action taken or omitted in good faith or for errors in judgment. However, they will not be protected against any liability that results from their willful misfeasance, bad faith, gross negligence or reckless disregard of their obligations.

The Pass-Through Trust Agreement requires Freddie Mac, as Administrator, to administer Pass-Through Pool assets using the same standards as for similar assets that it owns. Holders will not be able to direct or control Freddie Mac's actions under the Pass-Through Trust Agreement, unless an Event of Default occurs.

Except with regard to its guarantee obligations or other payment obligations, Freddie Mac will not be liable for any Holder's direct damages unless Freddie Mac has failed to exercise the same degree of ordinary care that it exercises in the conduct of its own affairs. Freddie Mac will not be liable for any Holder's consequential damages.

In addition, Freddie Mac need not appear in any legal action that is not incidental to its responsibilities under the Pass-Through Trust Agreement and that we believe may result in any expense or

liability. However, Freddie Mac may undertake any legal action that we believe is necessary or desirable in the interests of the Holders. Freddie Mac will bear the legal costs of any such action.

Freddie Mac may acquire all or part of the Pass-Through Certificates of any class. Except as described under *Rights Upon Event of Default* and *Voting Rights* below, Pass-Through Certificates we hold will be treated the same as Pass-Through Certificates of the same class held by other Holders.

The Pass-Through Trust Agreement will be binding upon any successor to Freddie Mac.

Custodial Account

We are responsible as the Administrator under the Pass-Through Trust Agreement for certain duties.

As Administrator, we hold funds that are received from the assets and used to pay Holders in an account or accounts separate from our own corporate funds. Such separate account(s), collectively, are called the custodial account and funds held in the custodial account are held in trust for the benefit of Holders of Pass-Through Certificates. The custodial account is the account from which Holders are paid. Amounts on deposit in the custodial account may be commingled with funds for all Pass-Through Pools and for other Freddie Mac mortgage securities (and temporarily with other collections on Mortgages) and are not separated on a Pass-Through Pool by Pass-Through Pool basis. As Administrator, we are entitled to investment earnings on funds on deposit in the custodial account and we are responsible for any losses. Holders are not entitled to any investment earnings from the custodial account. We may invest funds in the custodial account in eligible investments set forth in the Pass-Through Trust Agreement prior to distribution to Holders.

Certain Matters Regarding Our Duties as Trustee

We serve as Trustee under each Pass-Through Trust Agreement. We may resign from our duties as Trustee under the Pass-Through Trust Agreement upon providing 90 days' advance written notice. Our resignation would not become effective until a successor has assumed our duties. Even if our duties as Trustee under the Pass-Through Trust Agreement terminate, we still would be obligated under our guarantee.

Under the Pass-Through Trust Agreement, the Trustee may consult with and rely on the advice of counsel, accountants and other advisors, and the Trustee will not be responsible for errors in judgment or for anything it does or does not do in good faith if it so relies. This standard of care also applies to our directors, officers, employees and agents. We are not required, in our capacity as Trustee, to risk our funds or incur any liability if we do not believe those funds are recoverable or we do not believe adequate indemnity exists against a particular risk. This does not affect our obligations as Guarantor.

We are indemnified by each Pass-Through Pool for actions we take in our capacity as Trustee in connection with the administration of that Pass-Through Pool. Officers, directors, employees and agents of the Trustee are also indemnified by each Pass-Through Pool with respect to that Pass-Through Pool. Nevertheless, neither we nor they will be protected against any liability if it results from willful misfeasance, bad faith or gross negligence or as a result of reckless disregard of our duties. The Trustee is not liable for consequential damages.

The Pass-Through Trust Agreement provides that the Trustee may, but is not obligated to, undertake any legal action that it deems necessary or desirable in the interests of Holders. We may be reimbursed for the legal expenses and costs of the action from the assets of the Pass-Through Pool. Any such reimbursement will not affect our guarantee obligations.

EVENTS OF DEFAULT

“Events of Default” under the Pass-Through Trust Agreement are:

- Any failure by Freddie Mac, as Guarantor or Administrator, to pay principal or interest that lasts for 30 days.
- Any failure by Freddie Mac, as Guarantor or Administrator, to perform in any material way any other obligation under the Pass-Through Trust Agreement, if the failure lasts for 60 days after Freddie Mac receives written notice from the Holders of at least 60% of the outstanding principal or notional principal amount of an affected class.
- Specified events of bankruptcy, insolvency or similar proceedings involving Freddie Mac, including the appointment of a receiver, liquidator, assignee, custodian or sequestrator or similar official for Freddie Mac (but not including the appointment of a conservator or similar official for Freddie Mac).

RIGHTS UPON EVENT OF DEFAULT

If an Event of Default under a Pass-Through Trust Agreement is not remedied, the Holders of at least 50% of the outstanding principal or notional principal amount of any affected class of Pass-Through Certificates may remove Freddie Mac as Administrator and nominate a successor as to that Pass-Through Pool. That nominee will replace Freddie Mac as Administrator unless Freddie Mac objects within ten days after the nomination. In that event, either Freddie Mac or anyone who has been a bona fide Holder of an affected class for at least six months may ask a court to appoint a successor. The court may then appoint a successor Administrator. Any such removal will not affect Freddie Mac’s guarantee obligations.

In addition, Freddie Mac may be removed as Trustee if an Event of Default has occurred with respect to a Pass-Through Pool. In that case, we can be removed and replaced by a successor trustee as to an affected Pass-Through Pool by Holders owning not less than 50% of the outstanding principal or notional principal amount of any affected Class of Pass-Through Certificates.

For these purposes Pass-Through Certificates held by Freddie Mac will be disregarded.

The rights provided to Holders of Pass-Through Certificates under the Pass-Through Trust Agreement as described above may not be enforced against FHFA, or enforcement of such rights may be delayed, if we are placed into receivership. The Pass-Through Trust Agreement provides that upon the occurrence of an Event of Default, which includes the appointment of a receiver, Holders have the right to replace Freddie Mac as Trustee and Administrator if the requisite percentage of Holders of an affected class of Pass-Through Certificates consent. The Reform Act prevents Holders from enforcing their rights to replace Freddie Mac as Trustee and Administrator if the Event of Default arises solely because a receiver has been appointed. The Reform Act also provides that no person may exercise any right or power to terminate, accelerate or declare an event of default under certain contracts to which Freddie Mac is a party, or obtain possession of or exercise control over any property of Freddie Mac, or affect any contractual rights of Freddie Mac, without the approval of FHFA, as receiver, for a period of 90 days following the appointment of FHFA as receiver.

Under the Purchase Agreement between Treasury and us, Holders of Pass-Through Certificates are given certain limited rights against Treasury under the following circumstances: (i) we default on our guarantee payments, (ii) Treasury fails to perform its obligations under its funding commitment, and

(iii) we and/or the Conservator are not diligently pursuing remedies in respect of that failure. In that case, the Holders of an affected class of Pass-Through Certificates may file a claim in the U.S. Court of Federal Claims for relief requiring Treasury to fund to us up to the lesser of (1) the amount necessary to cure the payment default and (2) the lesser of (a) the amount by which our total liabilities exceed our total assets, as reflected on our balance sheet prepared in accordance with generally accepted accounting principles, and (b) the maximum amount of Treasury's funding commitment under the Purchase Agreement less the aggregate amount of funding previously provided under this commitment. The enforceability of such rights has been confirmed by the Office of Legal Counsel of the U.S. Department of Justice in an opinion dated September 26, 2008.

VOTING RIGHTS

Except in limited circumstances following an Event of Default, no Holder of a Pass-Through Certificate has any right to vote or to otherwise control in any manner the management and operation of any Pass-Through Pool. In addition, Holders may institute legal actions and proceedings with respect to the Trust Agreement or the Pass-Through Certificates only in limited circumstances, and no Holder has the right to prejudice the rights of any other Holder under the Trust Agreement or to seek preference or priority over any other Holder.

VOTING UNDER ANY PC OR REMIC AGREEMENT

Holders of PCs and Freddie Mac REMIC classes have various rights under the agreements governing their securities. If a default occurs under one of these agreements, holders of a specified percentage of the affected PCs or REMIC classes may seek to remove Freddie Mac under that agreement. As Trustee, we will hold the PCs and REMIC classes that back Pass-Through Certificates. However, the Pass-Through Trust Agreement generally allows the Holders of the Pass-Through Certificates, rather than Freddie Mac, to act if an event of default occurs under the related PC or REMIC agreement. For this purpose, the Holders of Pass-Through Certificates will be treated as the holders of the affected PC or REMIC class in proportion to the outstanding principal amounts of their Pass-Through Certificates.

The rights provided to holders of PCs and REMIC classes under the agreements governing those securities and the rights of Holders of the Pass-Through Certificates under the underlying agreements are also subject to the limitations of the Reform Act, as described above.

Holders of PCs and Freddie Mac REMIC classes also have the right to consent to certain amendments to their governing agreements. The Pass-Through Trust Agreement provides that, as the holder of a PC or REMIC class that backs Pass-Through Certificates, Freddie Mac, as Trustee, may consent to such an amendment. However, if the amendment would adversely affect in any material way the interests of the Holders of Pass-Through Certificates, Freddie Mac may not agree to it unless Holders of at least 50% of the outstanding principal or notional principal amount of each affected class consent in writing. Despite this rule, Freddie Mac may amend an agreement governing Mortgage Participation Certificates, without the consent of Holders, if the amendment changes Freddie Mac's procedures for calculating payments or passing through prepayments on Mortgage Participation Certificates that back Pass-Through Pools formed after September 1, 1995. See the PC Offering Circular for information about payments on Mortgage Participation Certificates.

AMENDMENT

Freddie Mac and the Trustee may amend the Pass-Through Trust Agreement without the consent of any Holder or Holders to:

- Cure any ambiguity or to correct or add to any provision in the Pass-Through Trust Agreement, if the amendment does not adversely affect Holders in any material way.
- Maintain the qualification of any Pass-Through Pool as a grantor trust under the Internal Revenue Code of 1986 (the “Code”).
- Avoid the imposition of any state or federal tax on a Pass-Through Pool.

With the written consent of the Holders of at least 50% of the then outstanding principal or notional principal amount of any affected class, Freddie Mac and the Trustee also may amend the Pass-Through Trust Agreement in any other way. However, unless each affected Holder consents, Freddie Mac and the Trustee may not amend the Pass-Through Trust Agreement to impair the rights of Holders to receive payments (including guarantee payments) when due or to sue for any payment that is overdue.

To the extent that any provisions of the Pass-Through Trust Agreement differ from the provisions of any of our previous agreements governing Pass-Through Certificates, the Pass-Through Trust Agreement will be deemed to amend those prior agreements if such change would not require the consent of Holders under the terms of those prior agreements.

GOVERNING LAW

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

CERTAIN FEDERAL INCOME TAX CONSEQUENCES

GENERAL

Any discussion of tax matters in this Offering Circular and any applicable supplement was not intended or written to be used, and cannot be used, by any person for the purpose of avoiding tax penalties that may be imposed on such person. Such discussion was written to support the promotion and marketing of the Pass-Through Certificates. Investors should consult their own independent tax advisors regarding the Pass-Through Certificates and each investor’s particular circumstances.

The following is a general discussion of the material federal income tax consequences relating to the purchase, ownership and transfer of Pass-Through Certificates. It does not address all the federal income tax consequences that may apply to particular categories of investors. Some investors may be subject to special rules. **The tax laws and other authorities for this discussion are subject to change or differing interpretations, and any change or interpretation may apply retroactively. You should consult your own tax advisors to determine the federal, state, local and any other tax consequences that may be relevant to you.**

Although Freddie Mac is a government-sponsored enterprise, neither the Pass-Through Certificates nor the income received from them is exempt from federal income, estate or gift taxes under the Code.

Further, neither the Code nor the Freddie Mac Act exempts the Pass-Through Certificates or income on them from taxation by any state, any United States possession or any local taxing authority.

If you exchange assets for Pass-Through Certificates (or for Pass-Through Certificates and cash) you may be required to recognize gain or loss on the exchange. If you enter into such an exchange, you should consult your own tax advisors about this matter.

We will report income on the Pass-Through Certificates to the Internal Revenue Service (the “**Service**”) and to Holders of Pass-Through Certificates based, in part, on the final Treasury Regulations under Sections 1271-1275 of the Code (the “**OID Regulations**”).

The federal income tax treatment of some classes of Pass-Through Certificates depends on the treatment of those classes under the “stripped bond” rules of Section 1286 of the Code. Debt instruments can be characterized in various ways under the stripped bond rules, including the possible application of the regulations governing contingent payment obligations. Because of this uncertainty and the relationship between the stripped bond rules and the contingent payment obligation rules, you should consult your own tax advisors regarding the proper tax treatment of these Pass-Through Certificates. The tax information we will provide for Pass-Through Certificates will assume that the contingent payment obligation rules are not applicable.

We will treat Stripped Giant Certificates and Stripped Interest Certificates (each, for tax purposes, a “**Strip**”) according to the rules discussed below under *Strips*. Also, if a class of Strips backs a Pass-Through Certificate, the same rules may apply indirectly to that Pass-Through Certificate. We will describe this in the applicable supplement.

The arrangements under which Giant Certificates, Strips, SPCs and CPCs are created and sold and the related Pass-Through Pools are administered will be classified as grantor trusts under subpart E, part I of subchapter J of the Code and not as associations taxable as corporations.

If you own a Giant Certificate or a SPC, you will be treated for federal income tax purposes as the owner of a pro rata undivided interest in each of the assets of the related Pass-Through Pool, subject to the discussion below under *Giant Certificates — Application of the Stripped Bond Rules*.

If you own a Strip, you will be treated for federal income tax purposes as the owner of the right to receive payments of principal and/or interest, as applicable, on the assets in the related Pass-Through Pool.

Tax Status

Giant Certificates generally will be considered to represent “loans . . . secured by an interest in real property” within the meaning of Section 7701(a)(19)(C)(v) of the Code and “real estate assets” within the meaning of Section 856(c)(5)(B) of the Code. Interest income from the Giant Certificates generally will be considered to represent “interest on obligations secured by mortgages on real property” within the meaning of Section 856(c)(3)(B) of the Code. In the event that any Mortgage has an LTV in excess of 100 percent (that is, the amount of any Mortgage exceeds the fair market value of the real property securing the Mortgage), it is not certain whether or to what extent such Mortgages would qualify as loans secured by an interest in real property for purposes of Section 7701(a)(19)(C)(v) of the Code. Even if the property securing the Mortgage does not meet this test, the Giant Certificates will be treated as “obligations of a corporation which is an instrumentality of the United States” within the meaning of Section 7701(a)(19)(C)(ii) of the Code. Thus, the Giant Certificates will be a qualifying asset for a domestic building and loan association. Additionally, if any Mortgage has a LTV in excess of 100 percent,

interest income on the excess portion of the Mortgage will not be “interest on obligations secured by mortgages on real property” within the meaning of Section 856(c)(3)(B) of the Code and such excess portion of the Mortgage will not be a “real estate asset” within the meaning of Section 856(c)(5)(B) of the Code. The excess portion will represent a “Government security” within the meaning of Section 856(c)(4)(A) of the Code. If a Giant Certificate contains a Mortgage with an LTV in excess of 100 percent, a holder that is a real estate investment trust should consult its tax advisor concerning the appropriate tax treatment of such excess portion.

Although there is no specific precedent and the characterization of the Strips is not entirely free from doubt, the Strips generally should be considered to represent “loans . . . secured by an interest in real property” within the meaning of Section 7701(a)(19)(C)(v) of the Code and “real estate assets” within the meaning of Section 856(c)(5)(B) of the Code, and original issue discount and interest from the Strips generally should be considered to represent “interest on obligations secured by mortgages on real property” within the meaning of Section 856(c)(3)(B) of the Code. In the event that some portion of a Strip is backed by a Mortgage with an LTV in excess of 100 percent, it is not certain whether or to what extent such Mortgages would qualify as loans secured by an interest in real property for purposes of Section 7701(a)(19)(C)(v) of the Code. Even if the property securing the Mortgage does not meet this test, the Strips should be treated as “obligations of a corporation which is an instrumentality of the United States” within the meaning of Section 7701(a)(19)(C)(ii) of the Code. Thus, the Strips should be a qualifying asset for a domestic building and loan association. Additionally, if any Mortgage has a LTV in excess of 100 percent, a portion of the interest income on the Strip that is attributable to that Mortgage will not be “interest on obligations secured by mortgages on real property” within the meaning of Section 856(c)(3)(B) of the Code and a portion of the Strip that is attributable to that Mortgage will not be a “real estate asset” within the meaning of Section 856(c)(5)(B) of the Code. The portion of a Strip that does not qualify as a “real estate asset” within the meaning of Section 856(c)(5)(B) of the Code should represent a “Government security” within the meaning of Section 856(c)(4)(A) of the Code. If a Strip is backed by a Mortgage with an LTV in excess of 100 percent, a holder that is a real estate investment trust should consult its tax advisor concerning the appropriate tax treatment of such excess portion.

GIANT CERTIFICATES

General

If you own Giant Certificates, you generally must report on your federal income tax return your pro rata share of the entire income from the Mortgages underlying the assets in the related Pass-Through Pool, in accordance with your method of accounting. Income generally will include gross interest income at the interest rates on the Mortgages and incidental fees, if any. If you own a Giant PC backed by Freddie Mac REMIC securities, you should review the related supplement to this Offering Circular for a description of the underlying Freddie Mac REMIC securities, and the offering documents related to such Freddie Mac REMIC securities for a description of the federal income tax consequences of owning such securities.

You generally will be able to deduct, under Section 162 or 212 of the Code, your pro rata share of servicers’ fees or any Freddie Mac or GNMA guarantee fees, including incidental fees paid by the borrowers and retained by the servicers, Freddie Mac or GNMA, and all administrative and other expenses of the Pass-Through Pool in accordance with your method of accounting. The Code limits the deductions for these miscellaneous itemized deductions for some investors.

Discount and Premium

If you purchase a Giant Certificate, you will be treated as purchasing an interest in each of the underlying Mortgages at a price determined by allocating the purchase price paid for that Giant Certificate among the Mortgages in proportion to their fair market values at the time of purchase. To the extent that the portion of the purchase price allocated to a Mortgage is less than or greater than the portion of the principal balance of the Mortgage allocated to the Giant Certificate, the interest in the Mortgage will be deemed to have been acquired with discount or premium, respectively. The treatment of any discount will depend on whether the discount represents original issue discount or market discount.

You should consult your own tax advisors to determine whether Section 1272(a)(6) of the Code, as expanded by the Taxpayer Reform Act of 1997, could affect the accrual of discount or amortization of premium on your Giant Certificates or otherwise affect the tax accounting for your Giant Certificates.

If you recognize gain or loss attributable to discount or premium that is not characterized as original issue discount, market discount or amortizable bond premium (described below), your gain or loss will be treated as capital gain or loss if the Giant Certificate is held as a capital asset.

Original Issue Discount. You will be required to report as ordinary income your pro rata share of any original issue discount related to the Mortgages underlying the Giant Certificate pursuant to Sections 1271-1273 and 1275 of the Code. Original issue discount may arise as a result of initial incentive or “teaser” interest rates on ARMs or points charged at origination. You will be required to accrue original issue discount into current income only if it exceeds a *de minimis* amount. The Mortgages also would be subject to the original issue discount rules if, as discussed below, the “stripped bond” provisions of the Code were determined to be applicable.

Freddie Mac intends to treat any negative amortization on an ARM underlying a Giant Certificate as original issue discount. You will be required to include any resulting deferred interest in income in the period in which it accrues.

Market Discount. The market discount rules of Sections 1276-1278 of the Code will apply to treat market discount in excess of a *de minimis* amount as ordinary income. You must recognize accrued market discount to the extent of gain realized on disposition or to the extent of principal payments that you receive. The market discount rules provide that:

- Market discount will be considered to accrue under a straight-line method unless you elect to calculate it under a constant interest method.
- Interest that you paid or that accrues on indebtedness that you incurred or continued to purchase or carry Mortgages acquired at a market discount will be allowed as a deduction only to the extent that such interest, reduced by the interest on the Mortgages includible in income, including original issue discount, is greater than the market discount that accrued but was not taken into account during the taxable year such interest was paid or accrued. Any such interest expense that is deferred will, in general, be allowed as a deduction when the related market discount income is recognized.
- Alternatively, you may elect to include market discount in income currently, under either a straight-line method or a constant interest method, on all market discount obligations you hold except those acquired in taxable years before the year of the election. An election to include market discount as income currently can be revoked only with the Service’s consent.

In this event, the rules about ordinary income on disposition and interest deferral discussed above will not apply.

The exact application of the market discount rules is not clear.

Premium. If you have purchased your interest in any Mortgage at a premium, the premium may be amortizable under a constant interest method at your election under Section 171 of the Code. The premium is treated as an offset to interest income includable with respect to the Mortgage. An election to amortize premium will apply to all debt instruments you hold at the beginning of the tax year for which you make the election and to all such instruments acquired after the election. An election to amortize premium can be revoked only with the Service's consent.

Constant Yield Method. You may elect to include in gross income all interest that accrues on a Mortgage by using the constant yield method. For purposes of this election, interest would include stated interest, *de minimis* original issue discount, original issue discount, *de minimis* market discount and market discount, as adjusted by any premium. You should consider the relationship between this election and the elections described above under *Market Discount* and *Premium*.

Sale or Exchange of a Giant Certificate

If you sell a Giant Certificate, you will recognize gain or loss equal to the difference between your adjusted tax basis in the Giant Certificate and the amount you realized in the sale (not including amounts attributable to accrued and unpaid interest, which will be treated as ordinary interest income).

In general, your adjusted tax basis in the Giant Certificate will equal what you paid for the Giant Certificate, plus the amount of any discount income you previously reported on the Giant Certificate, less the amount of any premium you previously offset against interest income on the Giant Certificate and the amount of any principal payments you received on it.

You must report accrued but unrecognized market discount as ordinary income, but your gain or loss otherwise will be a capital gain or loss if you held the Giant Certificate as a capital asset. The capital gain or loss will be long-term or short-term, depending on whether you owned the Giant Certificate for the long-term capital gain holding period (currently more than one year).

Application of the Stripped Bond Rules

When we issue a class of Giant Certificates, Revenue Ruling 71-399, 1971-2 C.B. 433, issued to us by the Service, indicates that any difference between interest payable at the mortgage interest rate and the sum of (a) interest payable at the class coupon plus (b) fees applicable to the Mortgages (servicers' fees or any Freddie Mac or GNMA guarantee fees) should be accounted for as discount income or premium expense. If such sum exceeds the mortgage interest rate, the difference is characterized as "discount" and considered additional gross income. If such sum is less than the mortgage interest rate, the net difference is characterized as "premium expense."

In Revenue Ruling 71-399, the Service ruled that discount income is to be included as ordinary income in accordance with the beneficial owner's method of accounting, and that premium expense may be deductible in accordance with applicable rules. The Service, however, may contend that by reason of enactment of the stripped bond rules of Section 1286 of the Code (or its predecessor, Section 1232B), Revenue Ruling 71-399 is no longer applicable in characterizing such difference.

The Service has issued guidance taking the position that, when mortgages are sold and the servicer is entitled to receive amounts that exceed reasonable compensation for the mortgage servicing to be performed, the Mortgages are treated as stripped bonds within the meaning of Section 1286 of the Code. If this treatment applies, you would not be treated as having a pro rata undivided interest in the underlying Mortgages, but rather you would be treated as owning “stripped bonds” to the extent of your share of principal payments and “stripped coupons” to the extent of the class coupon plus reasonable servicing fees and guarantee fees. The consequences of this characterization are described below under *Strips*.

The Service has also issued guidance providing that a purchaser of a mortgage that is a stripped bond must treat it as a market discount bond if the amount of original issue discount on the stripped bond is considered to be zero after application of the *de minimis* rule of Section 1273(a)(3) of the Code or if the annual stated rate of interest payable on the stripped bond is 100 basis points or less below the annual stated rate of interest payable on the mortgage. These conditions apparently are based on the premise that the interest payments which remain associated with the stripped bond are treated, for purposes of the original issue and market discount provisions of the Code, as stated interest payable with respect to the stripped bond. If these conditions are met, you would be required to account for any market discount in accordance with the rules for market discount as described above under *Discount and Premium*.

It is unclear whether the position taken by the Service in the guidance would be upheld if challenged.

STRIPS

General

Under Section 1286 of the Code, “stripped bonds” are created as a result of the separation of the ownership of the right to receive some or all interest payments on an obligation from the right to receive some or all of the principal payments. If you own a Strip, you will be considered to own the following:

- Stripped bonds, to the extent of your share of principal payments on the underlying assets.
- Stripped coupons, to the extent of your share of interest payments on the underlying assets.

Section 1286 treats a stripped bond or a stripped coupon, for purposes of applying the original issue discount rules, as a debt instrument issued with original issue discount on the date that you purchase the stripped interest. While it is unclear whether the original issue discount calculations described below should be done separately for each principal and/or interest payment on a Strip, or by treating all such payments as if they were made on a single debt instrument, we intend to treat a Strip as a single debt instrument for purposes of information reporting.

Determination of Income on Strips

You must include original issue discount on each Strip in your ordinary income for federal income tax purposes as it accrues, which may be prior to receipt of the cash attributable to such income. You must include this in accordance with a constant interest method that takes into account the compounding of interest. Although not free from doubt (see *Possible Alternative Characterizations*), the amount of original issue discount you are required to include in your income in any taxable year likely will be computed as described below. This computation will:

- Use the prepayment rate assumed in pricing the transaction as stated in the applicable supplement (the “**Pricing Speed**”).

- With respect to certain Strips that are Floating Rate or Inverse Floating Rate Classes, project a level of future payments by assuming that the variable rate is a fixed rate equal to the value of the variable rate as of the date of the applicable supplement. The supplement will identify those Strips as to which this assumption applies. In the case of other Strips that include rights to variable interest payments, however, these rules will apply by assuming that the variable rate is a fixed rate that reflects the overall yield that is reasonably expected for the relevant Strip (which in many instances will also equal the value of the variable rate as of the date of the applicable supplement).
- Require periodic adjustments to take into account actual prepayment experience.

Generally, if you own a Strip, you must include in your gross income the sum of the “daily portions,” as defined below, of the original issue discount on the Strip for each day that you own it, including the date you purchased it, but not including the date you dispose of it.

You can determine the daily portions of original issue discount as follows:

1. Calculate the original issue discount that accrues during each month or, if applicable, the shorter period from the date of purchase to the end of the first month. For each period, you do this by:
 - Adding:
 - the present values at the end of the month of any payments to be received in future months, using the Pricing Speed (by using as a discount rate the yield to maturity of the Strip, as described below), and
 - any payments included in the stated redemption price of the Strip received during such month.
 - Subtracting from the above sum the “adjusted issue price” of the Strip at the beginning of the month.
 - The adjusted issue price of a Strip at the beginning of the first month, or shorter period, is its issue price.
 - The adjusted issue price of a Strip at the beginning of a month following the first month or shorter period is the adjusted issue price at the beginning of the immediately preceding month *plus* the amount of original issue discount allocable to that preceding month and *minus* the amount of any payment included in the stated redemption price made at the end of or during that preceding month and the amount of any loss recognized at the end of that preceding month.
2. Divide the original issue discount accruing during that month, or shorter period, by the number of days in the period.

The yield used in making these calculations should be the monthly rate (assuming monthly compounding) determined as of the date of purchase that, if used in discounting the remaining payments on the portion of the underlying Mortgages allocable to the Strip, would cause the present value of those payments to equal your purchase price of the Strip.

It is not clear whether the Pricing Speed would be determined at the time you purchase the Strip or at the time the Strips are created and first sold. The Pricing Speed that we will use for purposes of

information reporting will be the same for each class of Strips backed by the same pass-through pool, and will be determined based upon conditions at the time of the initial creation and sale of the related Strips.

Under the method for calculating the accrual of original issue discount described above, the rate at which you recognize original issue discount on a Strip and, in the case of an IO Class, the amount of such original issue discount depend on the actual rate of prepayment of the underlying Mortgages and the relative amount of principal and interest on each Mortgage represented by the Strip.

If the method for computing income for any particular month results in a negative amount, you may be entitled to deduct such amount as a loss only against future income from the Strip. However, you should be entitled to deduct a loss to the extent that your remaining basis would otherwise exceed the maximum amount of future payments which you are entitled to receive (determined by assuming that no future prepayments will occur on the underlying Mortgages).

Treatment of Servicing Fee for Federal Income Tax Purposes

For purposes of tax reporting, either of the following amounts will be allocated to related classes of Strips, based on relative amounts of original issue discount accrued during each accrual period on each class:

- The excess of the interest paid on the Mortgages over the aggregate interest payable on the related Strips.
- The portion of that excess that represents reasonable servicing fees, as described above under *Giant Certificates — Application of the Stripped Bond Rules*.

If you own a Strip, you will be entitled to deduct each year, in accordance with your method of accounting, the amount of the servicing fee allocated to you to the same extent as if you paid the amount of the servicing fee directly. The Code limits the deductions for such servicing fees for some investors.

Sale of a Strip

If you sell a Strip, you will recognize a gain or loss equal to the difference, if any, between the amount realized and your adjusted basis in the Strip. The gain or loss will be a capital gain or loss if you held the Strip as a capital asset. The capital gain or loss will be long-term or short-term, depending on whether you owned the Strip for the long-term capital gain holding period (currently more than one year). In general, your adjusted basis in the Strip will equal the amount you paid for the Strip, plus the amount of original issue discount you previously reported on the Strip, minus the amount of any payments included in the stated redemption price of the Strip received by you and the amount of any losses previously recognized by you with respect to the Strip.

Possible Alternative Characterizations

The Service could assert that you must use a method other than the one described above to determine the accrual of original issue discount on a Strip. For example, the Service might require that original issue discount for a month be calculated under the method described above except that both the yield and the remaining payments should be determined by assuming no further prepayments of the Mortgages.

Further, the characterizations of Strips discussed above are not the only possible interpretations of the applicable Code provisions. For example, if you own a Strip, you may be treated as the owner of:

- One installment obligation consisting of the Strip's pro rata share of the payments attributable to principal on each Mortgage and a second installment obligation consisting of the Strip's pro rata share of the payments attributable to interest on each Mortgage.
- As many stripped bonds or stripped coupons as there are scheduled payments of principal and/or interest on each Mortgage.
- A separate installment obligation for each Mortgage, representing the Strip's pro rata share of payments of principal and/or interest to be made on that Mortgage.

Alternatively, if you own Strips, you may be treated as owning (a) a pro rata fractional undivided interest in each Mortgage to the extent that the Strip represents the same pro rata portion of principal and interest on each Mortgage and (b) a stripped bond or stripped coupon, as applicable, to the extent of any disproportionate principal or interest.

In addition, the Service might assert that the contingent payment rules mentioned above under *General* should apply to certain Strips.

Purchase of More Than One Class of Strips

Although the matter is not free from doubt, if you purchase more than one class of Strips issued from the same Pass-Through Pool at the same time or in the same series of transactions, you should be treated for federal income tax purposes as having made a single purchase. If you purchase more than one class of Strips issued from the same Pass-Through Pool in different transactions, it is unclear whether the federal income tax treatment of the Strips should be determined by treating each class separately or as described in the previous sentence.

SPCs

If you own an SPC, you should review the applicable supplement for a description of the related assets, and the offering documents applicable to the assets for a description of the federal income tax consequences of owning the assets.

CPCs

Status of the CPC Classes

The Callable Class. If you own a Callable Class, you will be treated as:

1. Owning an undivided interest in the underlying Callable Assets; and
2. Having written a call option on your interest in the underlying Callable Assets. The call option is represented by a proportionate part of the Call Right. You will be treated as having written the call option in exchange for an option premium equal to an amount computed under the rules described below.

Special considerations may apply to thrifts, REMICs, real estate investment trusts and regulated investment companies investing in a Callable Class.

The Call Class. If you own a Call Class, you will be treated as having purchased a call option on all the Callable Assets underlying the related Callable Class for an option premium equal to the price you paid for the Call Class.

If you own a Call Class and acquire an interest in the related Callable Class, the call option probably would be extinguished, to the extent of that interest, for at least as long as you held such interest, and you would be treated as holding a proportionate share of the underlying Callable Assets.

Taxation of the CPC Classes

The Callable Class

Allocations. If you own a Callable Class, you will be required, for federal income tax purposes, to account separately for the underlying Callable Assets and the call option you are deemed to have written. You must allocate your purchase price for the Callable Class between the Callable Assets and the call option based on the relative fair market values of each on the date of purchase. The (positive) amount that you allocate to the Callable Assets is your basis in the Callable Assets and the (negative) amount that you allocate to the call option is the option premium you are deemed to have received for writing the call option. Accordingly, your basis in the underlying Callable Assets will be *greater* than the amount you paid for the Callable Class.

Upon the sale, exchange or other disposition of the Callable Class, you must again allocate amounts between the underlying Callable Assets and the call option you were deemed to have written. This allocation is based on the relative fair market values of the Callable Assets and the call option on the date of sale. The (positive) amount that you allocate to the underlying Callable Assets is your amount realized with respect to the Callable Assets and the (negative) amount you allocate to the call option is the amount you are deemed to have paid to be relieved from your obligations under the call option. The amount realized with respect to the underlying Callable Assets will be *greater* than the amount actually received.

Taxation of Underlying Callable Assets. Except as described below under *Application of the Straddle Rules*, the anticipated material federal income tax consequences to you of purchasing, owning and disposing of your interest in the underlying Callable Assets will be as described in the offering materials for the Callable Assets.

Taxation of Call Option Premium. If you own a Callable Class, you will not be required to immediately include in your income the option premium that you were deemed to have received when you purchased the Callable Class. Rather, you need to take such premium into account only when the Call Right lapses, is exercised, or is otherwise terminated. As described above, an amount equal to that option premium is included in your basis in the Callable Assets. Your recovery of such basis will not occur at the same rate as the option premium is included in your income.

As the owner of a Callable Class, you will include the option premium in income as short-term capital gain when the Call Right lapses. Typically, the principal amount of the Callable Assets subject to the Call Right will be reduced over time due to principal payments. It is not entirely clear whether the Call Right would thus be deemed to lapse as the Callable Assets are paid down, and if so, at what rate. However, Freddie Mac intends to assume that the Call Right lapses, and you would recognize the related premium, proportionately as principal is paid on the Callable Assets (whether as scheduled principal payments or prepayments) after the first date on which the Call Right may be exercised. The Service may or may not agree with this method of determining income from the lapse of the Call Right.

If you own a Callable Class and the Call Right is exercised, you will add an amount equal to the unamortized portion of the option premium to the amount realized from the sale of the underlying Callable Assets. If you transfer your interest in a Callable Class, the transfer will be treated as a “closing transaction” with respect to the option you were deemed to have written. Accordingly, you will recognize a short-term capital gain or loss equal to the difference between the unamortized amount of option premium and the amount you are deemed to pay, under the rules discussed above, to be relieved from such your obligation under the option.

Taxation of Income from GIFC. If a Callable Class is redeemed, the amount received by the Pass-Through Pool from the Call Class Holder and not immediately payable to the Holders of the Callable Class will be invested by Freddie Mac in a Guaranteed Investment and Fee Contract (“GIFC”). The GIFC allows Freddie Mac to invest these amounts for the period from the date received to the date paid to Holders, and it provides for payment of a fee to Freddie Mac. If you own a redeemed Callable Class, you should treat your proportionate share of any accrued interest for the month of redemption as income earned under the GIFC for that period.

The Call Class

Since the purchase price paid by the investor in a Call Class will be treated as an option premium for the Call Right, it will be:

1. Added to the purchase price of the Callable Assets (in addition to any fee for the exchange) if the Callable Assets are purchased upon exercise of the Call Right.
2. Treated as a loss as the Call Right lapses.

For a discussion of when the Call Right may be deemed to lapse, see *The Callable Class — Taxation of Call Option Premium* above. Assuming that the underlying Callable Assets, if acquired, would be capital assets, then loss recognized on such lapse will be treated as a capital loss.

Application of the Straddle Rules

If you own a Callable Class, the Service might take the position that your interest in the underlying Callable Assets and the call option constitute positions in a straddle. If this were correct, the straddle rules of Section 1092 of the Code would apply, with the following consequences:

- If you sell your Callable Class, you will be treated as selling your interest in the underlying Callable Assets at a gain or loss, which would be short-term because your holding period would be tolled. As discussed above, your gain or loss with respect to the option premium always will be short-term under the option rules, regardless of the application of the straddle rules.
- The straddle rules might require you to capitalize, rather than deduct, a portion of any interest and carrying charges allocable to your interest in a Callable Class.
- If the Service were to take the position that your interest in the underlying Callable Assets and the call option constitute a “conversion transaction” as well as a straddle, then a portion of the gain with respect to the underlying Callable Assets or the call option might be characterized as ordinary income.

Tax-Exempt Organizations

In general, income or gain from the CPC classes will not be subject to the tax on unrelated business taxable income for a tax-exempt organization, if the CPC classes do not constitute “debt-financed property.”

EXCHANGE TRANSACTIONS

If you surrender classes of Strips in return for an equivalent principal amount of the underlying Giant Certificate, or vice versa, you will not recognize gain or loss as a result. After the exchange, you will be treated as continuing to own the interests that you owned immediately prior to the exchange.

If you surrender MACS for other MACS or for an interest in the underlying assets, or vice versa, you will not recognize gain or loss as a result. After the exchange, you will be treated as continuing to own the interests that you owned immediately prior to the exchange.

BACKUP WITHHOLDING, FOREIGN WITHHOLDING AND INFORMATION REPORTING

If you are a U.S. Person, you may be subject to federal backup withholding tax under Section 3406 of the Code on payments on your Pass-Through Certificate, unless you comply with applicable information reporting procedures or are an exempt recipient. Any such amounts withheld would be allowed as a credit against your federal income tax liability.

Payments made to an investor who is an individual, a corporation, an estate or a trust that is not a U.S. Person, or to a Holder on behalf of such an investor, generally will not be subject to federal income or withholding tax if:

- The Mortgages underlying the investor’s Pass-Through Certificates all were originated after July 18, 1984;
- The Pass-Through Certificate is not held by the investor in connection with a trade or business in the United States (or if an income tax treaty applies, is not attributable to a U.S. permanent establishment);
- The investor is not with respect to the United States a corporation that accumulates earnings in order to avoid United States federal income tax;
- The investor is not a U.S. expatriate or former U.S. resident who is taxable in the manner provided in Section 877(b) of the Code; and
- The investor provides a statement (on Internal Revenue Service Form W-8BEN or a similar substitute form) signed under penalties of perjury that includes its name and address and certifies that it is not a U.S. Person in accordance with applicable requirements.

Payments to an investor who is not a U.S. Person that represent interest on Mortgages originated before July 19, 1984 may be subject to federal withholding tax at the rate of 30 percent or any lower rate provided by an applicable tax treaty.

Regardless of the date of origination of the Mortgages, federal backup withholding tax will not apply to payments on a Pass-Through Certificate made to an investor who is not a U.S. Person if the investor furnishes an appropriate statement of non-U.S. status.

In general, an investor in a CPC will not be subject to federal withholding tax on amounts received or deemed received with respect to the option associated with the CPC.

Investors who are individuals, corporations, estates or trusts that are not U.S. Persons should be aware of recent legislation that, beginning on January 1, 2013, would impose a 30 percent United States withholding tax on certain payments (which could include payments in respect of Pass-Through Certificates and gross proceeds from the sale or other disposition of Pass-Through Certificates) made to a non-U.S. entity that fails to disclose the identity of its direct or indirect “substantial U.S. owners” or to certify that it has no such owners. Various exceptions are provided under the legislation and additional exceptions may be provided in future guidance. Such investors should consult their own tax advisors regarding the potential application and impact of this legislation based upon their particular circumstances.

We will make available to each Holder of a Pass-Through Certificate, within a reasonable time after the end of each calendar year, information to assist Holders and investors in preparing their federal income tax returns. The information made available to you may not be correct for your particular circumstances.

For these purposes, the term “**U.S. Person**” means one of the following:

- An individual who, for federal income tax purposes, is a citizen or resident of the United States.
- A corporation (or other business entity treated as a corporation for federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia.
- An estate whose income is subject to federal income tax, regardless of its source.
- A trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. Persons have the authority to control all substantial decisions of the trust.
- To the extent provided in Treasury regulations, certain trusts in existence on August 20, 1996, and treated as U.S. Persons prior to such date, that elect to be treated as U.S. Persons.

If a partnership (or other entity treated as a partnership for federal income tax purposes) holds Pass-Through Certificates, the treatment of a partner will generally depend upon the status of the particular partner and the activities of the partnership. If you are a partner in such a partnership, you should consult your own tax advisors.

ERISA CONSIDERATIONS

A Department of Labor regulation provides that if an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (“**ERISA**”) acquires a “guaranteed governmental mortgage pool certificate,” then, for purposes of the fiduciary responsibility and prohibited transaction provisions of ERISA and the Code, the plan’s assets include the certificate and all of its rights in the certificate, but do not, solely by reason of the plan’s holding of the certificate, include any of the mortgages underlying the certificate. Under this regulation, the term “guaranteed governmental mortgage pool certificate” includes a certificate “backed by, or evidencing an interest in, specified mortgages or participation interests therein” if Freddie Mac guarantees the interest and principal payable on the certificate.

The regulation makes it clear that Freddie Mac and other persons, in providing services for the assets in the pool, would not be subject to the fiduciary responsibility provisions of Title I of ERISA, or the

prohibited transaction provisions of Section 406 of ERISA or Code Section 4975, merely by reason of the plan's investment in a certificate.

Unless otherwise stated in the applicable supplement, the Pass-Through Certificates should qualify as "guaranteed governmental mortgage pool certificates."

Governmental plans and certain church plans, while not subject to the fiduciary responsibility provisions of ERISA or the prohibited transaction provisions of ERISA and the Code, may nevertheless be subject to local, state or other federal laws that are substantially similar to provisions of ERISA and the Code. Fiduciaries of any such plans should consult with their own legal advisors before purchasing Pass-Through Certificates.

All employee benefit plan investors should consult with their legal advisors to determine whether the purchase, holding or resale of a Pass-Through Certificate could give rise to a transaction that is prohibited or is not otherwise permissible under either ERISA or the Code.

In addition, special considerations apply to Callable Classes of CPCs. The acquisition of the Call Right by the beneficial owner of the related Call Class of CPCs, as well as the consequences of the exercise of the Call Right by such a beneficial owner, might be treated under ERISA as principal transactions between the beneficial owners of the related Callable Class and the beneficial owner of that Call Class. Thus, in theory, the acquisition or exercise of the Call Right could be characterized under certain circumstances as an ERISA prohibited transaction between a plan and a "party in interest" (assuming that the plan owns a Callable Class and the "party in interest" owns the related Call Class, or vice versa), unless an ERISA prohibited transaction exemption, such as PTE 84-14 (for Transactions by Independent Qualified Professional Asset Managers), is applicable. A Call Class may be deemed to be an option to acquire a guaranteed governmental mortgage pool certificate rather than such a certificate. ERISA plan fiduciaries should consult with their counsel concerning these issues.

ACCOUNTING CONSIDERATIONS

Various factors may influence the accounting treatment applicable to an investor's acquisition and holding of mortgage-related securities. Accounting standards, and the application and interpretation of such standards, are subject to change from time to time. Before making an investment in the Pass-Through Certificates or exchanging the Pass-Through Certificates, investors are encouraged to consult their own accountant for advice on the appropriate accounting treatment for their series of Pass-Through Certificates.

LEGAL INVESTMENT CONSIDERATIONS

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

If you are subject to legal investment laws and regulations or to review by regulatory authorities, you may be subject to restrictions on investing in some types of Pass-Through Certificates or in Pass-Through Certificates generally. Institutions regulated by the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of Thrift Supervision, the National Credit Union Administration, the Treasury or any other federal or state

agency with similar authority should review applicable regulations, policy statements and guidelines before purchasing or pledging Pass-Through Certificates.

DISTRIBUTION ARRANGEMENTS

Freddie Mac generally purchases assets from dealers (each, a **“Dealer”**) and other customers and, as Depositor, deposits those assets in a Pass-Through Pool. As Trustee, Freddie Mac creates and issues Pass-Through Certificates representing interests in those same assets and sells the related Pass-Through Certificates through the same Dealers or customers. Dealers and their affiliates may enter into other transactions with and provide other services to Freddie Mac in the ordinary course of business. Freddie Mac, the Dealers or other parties may receive compensation, trading gain or other benefits in connection with transactions in Pass-Through Certificates. We typically receive a fee from the Dealers and other customers for each offering.

Each offering may be made and the Pass-Through Certificates may be offered or sold only where it is legal to do so. This Offering Circular and any applicable supplement do not constitute an offer to sell or buy or a solicitation of an offer to buy or sell any securities other than the Pass-Through Certificates or an offer to sell or buy or a solicitation of an offer to buy or sell Pass-Through Certificates in any jurisdiction or in any other circumstance in which such an offer or solicitation is unlawful or not authorized.

Freddie Mac may retain or repurchase Pass-Through Certificates for its own portfolio, and may offer or re-offer such Pass-Through Certificates from time to time. These transactions may affect the market prices of Pass-Through Certificates.

Certain Dealers may buy, sell and make a market in Pass-Through Certificates. The secondary market for Pass-Through Certificates may be limited. If a Dealer sells a Pass-Through Certificate, the Dealer is required to confirm the sale, notify the purchaser of the settlement date, purchase price, concessions and fees and deliver a copy of this Offering Circular and the applicable supplement to the purchaser.

INCREASE IN SIZE

Before the settlement date for any offering of Pass-Through Certificates, Freddie Mac and any Dealers or other customers may agree to increase the size of the offering. In that event, the Pass-Through Certificates will have the same characteristics as described in the applicable supplement, except that the original principal or notional principal amount of each class receiving payment from the same Pass-Through Pool will increase by the same proportion.

Appendix I

INDEX OF TERMS

The following is a list of defined terms used in this Offering Circular and the pages where their definitions appear.

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Appendix II

EXCHANGE PROCEDURES FOR STRIPPED GIANT CERTIFICATES

Information About Securities Eligible for Exchange

You can obtain the balances of classes of Pass-Through Certificates that are subject to exchange either from Freddie Mac's internet website or the Investor Inquiry Department at Freddie Mac.

Notice

- If you want to enter into an exchange involving Stripped Giant Certificates (including MACS), you must notify Freddie Mac's Mortgage Funding and Investor Relations Department through a Dealer that belongs to Freddie Mac's REMIC dealer group. The Dealer must notify Freddie Mac by telephone (571-382-3767 or 866-903-2767) or by fax (571-382-4277).
- The notice must be received at least one business day before the proposed exchange date, and must include:
 - The outstanding principal or notional principal amounts of the securities to be exchanged and received.
 - The proposed exchange date, which is subject to Freddie Mac's approval.
- Your notice becomes irrevocable on the business day before the proposed exchange date.

Exchange Fee

- We may charge an exchange fee. If so, it will be calculated as described in the applicable supplement.
- Promptly after receiving your notice, Freddie Mac will call the Dealer to give instructions for delivering the collateral. Freddie Mac will collect any exchange fee on a delivery versus payment basis.

Payments Following an Exchange

- Freddie Mac will make the first payment on the securities issued in an exchange in either the first or second month after their issuance, as determined by their Payment Delay.
- Freddie Mac will make the last payment on the securities surrendered in an exchange in either the month of the exchange or the following month, as determined by their Payment Delay.

Limitations on Ability to Exchange Classes

- You must own the right classes in the right proportions in order to enter into an exchange. The principal amount of the securities received in an exchange must equal the principal amount of the securities exchanged, and interest must be payable on the securities received in the same amount as would have been payable on the securities exchanged.
- If you do not own the right classes, you may not be able to obtain them because:
 - The owner of a class that you need for an exchange may refuse or be unable to sell that class to you at a reasonable price or at any price.
 - Some classes may be unavailable because they have been placed into other financial structures, such as a REMIC.
 - Principal payments and prepayments over time will decrease the amounts available for exchange.

Appendix III

EXAMPLES OF MACS EXCHANGES

You may exchange one or more classes of a series of MACS (the “**Old MACS**”) for one or more different classes of MACS of the same series (the “**New MACS**”).

Freddie Mac will allow any exchange of MACS, so long as:

- The aggregate outstanding principal amount of the New MACS (rounded to whole dollars) immediately after the exchange equals that of the Old MACS immediately before the exchange. In this calculation, the outstanding principal amount of the IO Class always equals \$0.
- The aggregate Annual Interest Amount of the New MACS (rounded to whole dollars) equals that of the Old MACS. The “**Annual Interest Amount**” for any class equals its outstanding principal or notional principal amount times its class coupon. If an exchange includes one or more Floating Rate or Inverse Floating Rate Classes, the Annual Interest Amount for the classes received and the classes surrendered must be equal at all levels of the applicable index.
- If Floating Rate and/or Inverse Floating Rate Classes are being exchanged for other Floating Rate and/or Inverse Floating Rate Classes, the Classes being surrendered are first exchanged for corresponding amounts of the IO and/or PO Classes.

Exchanges that include both Floating Rate or Inverse Floating Rate Classes and Fixed Rate or Principal Only Classes are permitted only from the 15th through the last day of a month. Exchanges involving only Fixed Rate and Principal Only Classes and exchanges involving only Floating Rate and Inverse Floating Rate Classes are permitted at any time.

The following examples illustrate some of the possible exchanges of Old MACS for New MACS involving Fixed Rate and PO Classes. Assume that your Old MACS have the following characteristics. Also assume that the class coupon of the underlying Giant Certificate, and therefore that of the IO Class, is 8.5%.

Old MACS

<u>Outstanding Principal Amount</u>	<u>Class</u>	<u>Class Coupon</u>	<u>Annual Interest Amount</u>
\$10,000,000	4.0	4.0%	\$ 400,000
10,000,000	8.0	8.0	800,000
<u>10,000,000</u>	18.0	18.0	<u>1,800,000</u>
<u>\$30,000,000</u>			<u>\$3,000,000</u>

New MACS

Example 1: You can receive New MACS consisting entirely of the 10.0 Class:

<u>Outstanding Principal Amount</u>	<u>Class</u>	<u>Class Coupon</u>	<u>Annual Interest Amount</u>
<u>\$30,000,000</u>	10.0	10.0%	<u>\$3,000,000</u>

Example 2: You can receive New MACS consisting of the PO and IO Classes:

<u>Outstanding Principal Amount</u>	<u>Class</u>	<u>Class Coupon</u>	<u>Annual Interest Amount</u>
\$30,000,000	PO	0.0%	\$ 0
<u>35,294,118(notional)</u>	IO	8.5	<u>3,000,000</u>
<u>\$30,000,000</u>			<u>\$3,000,000</u>

Example 3: You can receive New MACS consisting of the 6.0, 9.0 and IO Classes:

<u>Outstanding Principal Amount</u>	<u>Class</u>	<u>Class Coupon</u>	<u>Annual Interest Amount</u>
\$20,000,000	6.0	6.0%	\$1,200,000
10,000,000	9.0	9.0	900,000
<u>10,588,236(notional)</u>	IO	8.5	<u>900,000</u>
<u>\$30,000,000</u>			<u>\$3,000,000</u>

Example 4: You can receive New MACS consisting of the PO, 6.0, 9.0, and 20.0 Classes:

<u>Outstanding Principal Amount</u>	<u>Class</u>	<u>Class Coupon</u>	<u>Annual Interest Amount</u>
\$ 500,000	PO	0.0%	\$ 0
5,000,000	6.0	6.0	300,000
20,000,000	9.0	9.0	1,800,000
<u>4,500,000</u>	20.0	20.0	<u>900,000</u>
<u>\$30,000,000</u>			<u>\$3,000,000</u>

You also may exchange your Old MACS for an equivalent part of the underlying Giant Certificate. Continuing with the above examples, you could exchange \$10,000,000 of the 4.0 Class, \$10,000,000 of the 8.0 Class and \$5,263,158 of the 18.0 Class for \$25,263,158 of the underlying Giant Certificate, and vice versa. Such exchanges may occur repeatedly.

Other possible exchanges of MACS may involve Floating Rate and Inverse Floating Rate Classes. The applicable supplement will describe MACS exchanges of this type and may include additional examples.

Appendix IV

REDEMPTION AND EXCHANGE PROCEDURES FOR CPCs

Notice

- If you own a Call Class and want to call the related Callable Class on any permitted Payment Date (the “**Redemption Date**”), you must notify Freddie Mac at least five business days (if the underlying asset is a Giant PC) or three business days (if the underlying asset is a Giant Security) before the related Record Date.
- You must notify Freddie Mac through a Dealer that belongs to Freddie Mac’s REMIC dealer group. The Dealer must notify Freddie Mac by telephone (571-382-3767 or 866-903-2767), followed by written confirmation on the same day in a form specified by Freddie Mac.

Related Fees and Payments

- The “**Initial Call Payment**” will equal 5% of the principal amount of the Callable Class being redeemed, based on its Class Factor for the month preceding the Redemption Date.
- The “**Final Call Payment**” will equal 95% of the principal amount of the Callable Class being redeemed, based on its Class Factor for the month preceding the Redemption Date.
- The “**Call Payment**” will equal the Initial Call Payment plus the Final Call Payment.
- The “**Redemption Price**” of a Callable Class will equal:
 1. 100% of the outstanding principal amount of the Callable Class, based on its Class Factor for the month preceding the Redemption Date, plus
 2. accrued interest at its class coupon for the related Accrual Period on its outstanding principal amount
- The “**Call Fee**” equals $\frac{1}{32}$ of 1% of the outstanding principal amount of the Callable Class being redeemed (but not less than \$10,000).

Deposit of Initial Call Payment; Pledge

- You must deposit the Initial Call Payment with Freddie Mac at the time that you notify Freddie Mac that you want to redeem the Callable Class.
- At the same time, you must pledge all of your interest in the underlying Giant Certificate to Freddie Mac as security for your obligation to pay the Final Call Payment and Call Fee. You must sign a pledge agreement prepared by Freddie Mac for this purpose.

Effect of Notice

- Your notice of redemption and your pledge will become irrevocable when you deposit the Initial Call Payment.
- By the Record Date relating to the Redemption Date, Freddie Mac will post a notice on either the Fed or DTCC System stating that the Callable Class will be redeemed.
- In the month of redemption, Freddie Mac will reduce the Class Factors of both the Callable Class and the Call Class to zero to reflect the redemption that will occur in that month.

Exchange of Callable Assets

- On the first Business Day of the month of redemption (the “**Exchange Date**”), Freddie Mac will transfer the related Callable Assets to you in exchange for:
 - The Call Class.
 - The Call Fee.
 - The Final Call Payment.
- Freddie Mac will give you instructions for delivery of the Call Class, Call Fee and Final Call Payment.
- Principal and interest on the Callable Assets received in the exchange will first become payable to you in the month following the exchange.

Redemption of Callable Class

- On the Redemption Date, Freddie Mac will redeem the Callable Class by paying its Holders, on a pro rata basis, the Redemption Price.
- Freddie Mac will not make any other payment on the Callable Class.
- Once redeemed, a Callable Class and its related Call Class will not be reissued.

Payment to Call Class Holder

On the Redemption Date, Freddie Mac will pay to you the excess of (a) the Call Payment plus payments received on the underlying Callable Assets in the month of redemption over (b) the Redemption Price.

Defaulting Call Class Holder

If you fail to deliver the Call Class, Final Call Payment and Call Fee on the Exchange Date, then:

- On the next Business Day, Freddie Mac will liquidate the related Giant Certificate, in accordance with your pledge, in a commercially reasonable manner.
- Freddie Mac will apply the net proceeds of the liquidation and the Initial Call Payment, as necessary, to redeem the Callable Class.
- Freddie Mac will charge you a liquidation fee in an amount equal 1% of the Call Payment.
- On the Redemption Date, Freddie Mac will pay to you the excess, if any, of:
 1. the Initial Call Payment, plus
 2. payments received on the underlying Callable Assets in the month of redemption, plus
 3. net proceeds to Freddie Mac from the liquidation of the Giant Certificate

over

 1. the Redemption Price for the related Callable Class, plus
 2. the liquidation fee.
- You will have no further right to or interest in the Call Class or the related Callable Asset.

Limitations

Freddie Mac will permit the redemption of a Callable Class only if the underlying Giant Certificate has at least the market value specified in the related supplement.

- Freddie Mac will determine market value upon request of the Dealer providing the redemption notice. The Dealer must make the request at the same time as it gives the redemption notice by telephone.
- Freddie Mac will determine the market value based on bid quotations available at the time of the request.
- Freddie Mac's determination of the market value will be final and binding.

Appendix V

FREQUENTLY USED GIANT PREFIXES

Prefixes are subject to change (including modification, discontinuance or the addition of new ones) at any time. You should refer to our internet website for the most current list of frequently used prefixes.

Fixed-rate Giant PCs

<u>Product Type</u>	<u>Giant PC Prefix</u>	<u>Collateral Prefix</u>
30-year	G0	A0-A9, B2-B3, C0-C9, D0-D9, F8-F9, G0, G3, Q0-Q9, Z4
15-year	G1	B0-B1, B4-B5, E0-E9, G1, J0-J9, Z5
20-year	G3	C9, D9, F8-F9, G3, Z6
7-year Balloon	G4	L6, L8, M8, N8, N9, G4
5-year Balloon	G5	L5, L7, L9, M0, M1, M9, G5
40-year	K3	K3, K5

PCs with Special Mortgage Characteristics

<u>Product Type</u>	<u>Giant PC Prefix</u>	<u>Collateral Prefix</u>
30-year FHA/VA	G2	B6-B9, G2
15-year FHA/VA	G7	F6, F7
10/20 Initial Interest SM Fixed-rate (30-year)	H0	H0
15/15 Initial Interest Fixed-rate (30-year)	H1	H1
10/10 Initial Interest Fixed-rate (20-year)	H2	H2
10/20 Initial Interest (30-year) SafeSteps	H3	H3
Jumbo Conforming 10/20 Initial Interest, Fixed-rate	H4	H4
10/5 Initial Interest Fixed-rate (15-year)	H5	H5
10/5 Initial Interest Fixed-rate Various PPM	H6	H6
10/10 Initial Interest Fixed-rate Various PPM	H7	H7
10/20 Various PPM	H8	H8
30-year, Fixed-rate, Reduced minimum servicing less than 12.5 bps	K0	K0
15-year, Fixed-rate, Reduced minimum servicing less than 12.5 bps	K1	K1
20-year, Fixed-rate, Reduced minimum servicing less than 12.5 bps	K2	K2
40-year, Fixed-rate, Reduced minimum servicing less than 25 bps	K8	K8
30-year, Fixed-rate, Reduced minimum servicing 12.5 bps	L0	L0
20-year, Fixed-rate, Reduced minimum servicing 12.5 bps	L2	L2
15-year, Fixed-rate, Reduced minimum servicing 12.5 bps	L4	L4
30-year Relocation	N3	N2, N3
15-year Relocation	M3	M2, M3
30-year Cooperative Share	N7	N6, N7
15-year Cooperative Share	M7	M6, M7
30-year Biweekly Convertible	N5	N5
15-year Biweekly Convertible	M5	M5
30-year Prepayment Penalty Mortgages, 3-year/2%	P0	P0
15-year Prepayment Penalty Mortgages, 3-year/2%	P1	P1
30-year Prepayment Penalty Mortgages, 5-year/6-month	P2	P2
15-year Prepayment Penalty Mortgages, 5-year/6-month	P3	P3
40-year, Various Prepayment Penalties	P4	P4
30-year, Various Prepayment Penalties	P5	P5
15-year, Various Prepayment Penalties	P6	P6
Jumbo Conforming 15-year, Fixed-rate	T4	T4
Jumbo Conforming 20-year, Fixed-rate	T5	T5
Jumbo Conforming 30-year, Fixed-rate	T6	T5, T6
Jumbo Conforming 40-year, Fixed-rate	T9	T9
15-year, High LTV, >105%	U4	U4
20-year, High LTV, >105%	U5	U5
30-year, High LTV, >105%	U6	U5, U6
5/25 Initial Interest Fixed-rate (30-year)	V2	V2
5/25 Initial Interest Fixed-rate Various PPM	V3	V3
5/10 Initial Interest Fixed-rate (15-year)	V4	V4
5/10 Initial Interest Fixed-rate Various PPM	V5	V5
30-year Reverse REMIC	Z4	Z4
15-year Reverse REMIC	Z5	Z5
20-year Reverse REMIC	Z6	Z6

GNMA-backed Giant Securities

<u>Product Type</u>	<u>Giant PC Prefix</u>	<u>Collateral Prefix</u>
GNMA 30-year	G8	Single-family I and II
GNMA 15-year	G9	Single-family I and II

ARM Giant PCs

<u>Product Type</u>	<u>Giant PC Prefix</u>	<u>Collateral Prefix</u>	
<i>Rate-Capped ARM PCs</i>			
Annual, 1-year Treasury, 2% Periodic Cap	84	<i>Non-convertible</i> 35, 60, 61, 84	<i>Convertible</i> 40, 41, 71, 84
Annual, 1-year Treasury, 1% Periodic Cap	84	37, 64, 84	63, 72, 84
Annual, 1-year, (3/1, 5/1, 7/1, 10/1), Various Caps	84	78, 1L, 84	78, 1L, 84
5-year Treasury, Various Caps	84	76, 84	76, 84
3-year Treasury, Various Caps	84	86, 84	86, 84
Semiannual, 6-month LIBOR, Various Caps	84	870001-874999, 84	870001-874999, 84
Semiannual, 6-month LIBOR, (3/1, 5/1, 7/1, 10/1), Various Caps	84	1A, 84	NA
Annual, 1-year LIBOR, 2% Periodic Cap	84	1C, 84	1E, 84
Annual, 1-year LIBOR, 3% Periodic Cap	84	1D, 84	1F, 84
Annual, 1-year LIBOR, (3/1, 5/1, 7/1, 10/1), Various Caps	84	1B, 2B, 84	1B, 2B, 84
Annual, 1-year LIBOR, Initial Interest Hybrid ARMs, Various Caps	1Q	1G, 1Q	N/A
Annual, 1-year Treasury, Initial Interest Hybrid ARMs, Various Caps	1Q	1H, 1Q	N/A
Annual, 1-year LIBOR, 1-year Initial Interest Hybrid ARMs, Various Caps	1Q	1U, 1Q	N/A
Annual, 1-year LIBOR, 10-year Initial Interest Hybrid ARMs, Various Caps	1Q	1J, 1Q	N/A
Annual, 1-year Treasury, 10-year Initial Interest Hybrid ARMs, Various Caps	1Q	1K, 1Q	N/A
Annual, 1-year LIBOR, Non-Standard Initial Interest Hybrid ARMs, Various Caps	1Q	1V, 1Q	N/A
Semiannual, 6-month LIBOR, Initial Interest Hybrid ARMs, Various Caps	1Q	1M, 1Q	N/A
Semiannual, 6-month LIBOR, 10-year Initial Interest Hybrid ARMs, Various Caps	1Q	1N, 1Q	N/A
Semiannual, 6-month LIBOR, 10-year Initial Interest ARMs, Various Caps	1Q	1P, 1Q	N/A
<i>Pay-capped ARM PCs</i>			
Monthly 11th COFI	1R	39, 42, 1R	N/A
Federal Costs of Funds	1R	5A, 1R	N/A
Various Treasury	1R	94, 1R	N/A
Various LIBOR	1R	96, 1R	N/A

Appendix VI

EXAMPLE GIANT POOL SUPPLEMENT

This example Offering Circular Supplement illustrates the form and content of the Offering Circular Supplement we post on our internet website for each Pass-Through Pool whose assets are PCs and/or Giant PCs or Freddie Mac REMIC securities.

Pass-Through Pool XXXXXX

Offering Circular Supplement
(To Offering Circular Dated June 1, 2010)



FREDDIE MAC **Pass-Through Certificates** **Initial Interest Adjustable-rate Mortgages**

The Pass-Through Certificates that we are offering in this Offering Circular Supplement (the “**Certificates**”) consist of interests in a pass-through pool whose assets are PCs and/or Giant PCs or Freddie Mac REMIC securities.

Capitalized terms used in this Offering Circular Supplement (other than capitalized terms that are defined in this document) have the same meanings as in the Giant and Other Pass-Through Certificates Offering Circular dated June 1, 2010 as it may be amended or supplemented from time to time (the “**Offering Circular**”).

We prepare pool supplements that contain additional information about the assets underlying this pass-through pool. You can obtain these pool supplements by contacting our Investor Inquiry Department, as described on page 7 of the Offering Circular, or by accessing Freddie Mac’s website at www.freddiemac.com.

This Offering Circular Supplement incorporates by reference the Offering Circular and Freddie Mac’s Mortgage Participation Certificates Offering Circular dated March 11, 2010, as it may be amended or supplemented from time to time (the “**PC Offering Circular**”). This Offering Circular Supplement supplements the Pass-Through Certificates Master Trust Agreement dated as of June 1, 2010 and constitutes the Terms Supplement within the meaning of that Trust Agreement for the pass-through pool described herein.

The Certificates may not be suitable investments for you. You should not purchase the Certificates unless you have carefully considered and are able to bear the associated prepayment, interest rate, yield and market risks of investing in the Certificates, as described in the Offering Circular. The PCs and/or Giant PCs or Freddie Mac REMIC securities, which constitute the assets of this pass-through pool, are backed by Initial Interest ARMs as defined in the PC Offering Circular. For an initial period of time, we will pass-through scheduled installments of interest at the PC Coupon rate. After this initial period, we will pass-through scheduled installments of principal together with interest at the PC Coupon rate.

You should purchase the Certificates only if you have read and understood this Pool Supplement, the Offering Circular and any documents that we have incorporated by reference in the Offering Circular.

Offering Circular Supplement dated _____

Principal and interest payments on the Certificates are not guaranteed by and are not debts or obligations of the United States or any federal agency or instrumentality other than Freddie Mac. The Certificates are not tax-exempt securities. Because of applicable securities law exemptions, Freddie Mac has not registered the Certificates with any federal or state securities commission. No securities commission has reviewed this Offering Circular Supplement.

Offering Circular Supplement dated _____

Pass-Through Pool XXXXXX

DESCRIPTION OF ARM PASS-THROUGH POOL

Pass-Through Type	INITIAL INTEREST ARM GIANT
Pass-Through Pool Number	XXXXXX
CUSIP Number	XXXXXXXXXX
Pass-Through Coupon (*)	5.422%
Original Principal Amount	\$10,356,362.00
Date of Pass-Through Pool Formation	04/01/2010
First Payment Date	06/15/2010
Final Payment Date	08/15/2038

* Calculated as a weighted average of the applicable weighted average component information of the ARM PCs in the pass-through pool in effect for the month of settlement, as of the first day of that month, rounded down to the nearest .001%. "Components" are groups of mortgages having the same adjustment date (net of gross fees).

GENERAL

The ARM PCs underlying the Certificates are either all Rate Capped ARM PCs (as defined in the PC Offering Circular) or all Payment Capped ARM PCs (as defined in the PC Offering Circular). If the underlying ARM PCs are Payment Capped ARM PCs, we will add any deferred interest (resulting from negative amortization) to the principal amount of such ARM PCs. We also will add a like amount of deferred interest to the principal amount of the Certificates rather than making current payments of such deferred interest to Holders. We make available "**Negative Amortization Factors**" for Payment Capped ARM PCs that reflect the amount of deferred interest to be added to the principal balance of the underlying mortgages in the preceding month as a result of negative amortization. See "*Payments on the PCs-Negative Amortization Factors*" in the PC Offering Circular.

On each Payment Date, Holders of the Certificates will receive interest (before giving effect to any deferral, as described above) equal to 30 days' interest on the principal amount of the Certificates. You can determine the principal amount, as reduced on any Payment Date, by using the applicable Class Factor published in the preceding month, as described under "*Description of Pass-Through Certificates — Payments — Class Factors*" in the Offering Circular.

The class coupon of the Certificates for any Payment Date will equal the weighted average of the interest rates of the underlying ARM PCs for the same Payment Date rounded down to the next .001%.

This Offering Circular Supplement constitutes the Terms Supplement for the Certificates. Holders and anyone having a beneficial interest in the Certificates should refer to Freddie Mac's current Pass-Through Certificates Master Trust Agreement for a complete description of their rights and obligations and the rights and obligations of Freddie Mac. Holders and beneficial owners of the Certificates will acquire their Certificates subject to all terms and conditions of the Pass-Through Master Trust Agreement, including this Terms Supplement. The Pass-Through Master Trust Agreement is available from our Investor Inquiry Department or by accessing Freddie Mac's website at www.freddiemac.com.

Pass-Through Pool XXXXXX

SELECTED INFORMATION ABOUT THE ASSETS

The following tables contain selected information about the underlying PCs and/or Giant PCs in the pass-through pool identified above. The tables below reflect aggregated PC Pool level data on the PCs and/or Giant PCs comprising the Giant PC Pool, and do not necessarily reflect (and therefore may differ from) data derived from each of the underlying mortgages in each PC and/or Giant PC in the Giant PC Pool.

PASS-THROUGH INFORMATION

Seller	FREDDIE MAC GIANT
WAC (estimated)	5.960%
AOLS	\$294,974
WAOLS	\$304,540
WALA	XXX
WAOLT	XXX
WARM	323
WAOCS	735
WAOLTV	70
WAOCLTV	74
WAODTI	41
WAMTAM	83.94
Initial Interest Period	10
Third Party Origination	32.420%
Legend	

**UNKNOWN ORIGINAL CREDIT SCORE, ORIGINAL LTV, ORIGINAL CLTV,
AND ORIGINAL DTI**

	% of UPB	# of Loans	% of Loans
Unknown Credit Score	0.00%	0	0.00%
Unknown LTV	0.00%	0	0.00%
Unknown CLTV	0.00%	0	0.00%
Unknown DTI	0.00%	0	0.00%

Pass-Through Pool XXXXXX

ARM SPECIFIC INFORMATION

Initial Fixed Rate Period	7
Adjustment Period	12
Index	1 YR LIBOR — WSJ
Lookback Period	45
Next Adjustment Date	12/01/2012
Weighted Average Months to Adjust (WAMTA)	46.940
Initial Cap (Increase)	5.000%
Initial Cap (Decrease)	5.000%
Periodic Cap	2.000%
Convertible	N
PC Margin	1.711%
Weighted Average Margin	2.250%
PC Lifetime Ceiling	10.422%
Weighted Average Lifetime Ceiling	10.961%
PC Lifetime Floor	0.000%
Weighted Average Lifetime Floor	0.000%
Prepayment Penalty Mortgages	N
Reduced Minimum Servicing	N

INITIAL INTEREST FIRST P&I PAYMENT DATE

Initial Interest First P&I Payment Date	Aggregate UPB	% of UPB	# of Loans	% of Loans
01/01/2016	\$ 686,235.47	6.63%	2	0.53%
02/01/2016	2,742,793.06	26.48%	13	3.44%
09/01/2016	456,041.92	4.40%	2	0.53%
10/01/2016	278,151.67	2.69%	2	0.53%
11/01/2016	515,315.11	4.98%	2	0.53%
12/01/2016	335,530.00	3.24%	1	0.26%
01/01/2017	1,233,597.95	11.91%	4	1.06%
02/01/2017	268,000.00	2.59%	1	0.26%
06/01/2017	9,960.61	0.10%	11	2.91%
07/01/2017	98,942.75	0.96%	146	38.62%
08/01/2017	49,406.93	0.48%	71	18.78%
05/01/2018	19,129.42	0.18%	1	0.26%
06/01/2018	85,538.00	0.83%	3	0.79%
07/01/2018	271,169.69	2.62%	8	2.12%
08/01/2018	1,139,337.63	11.00%	38	10.05%
09/01/2018	2,167,212.19	20.93%	73	19.31%

Pass-Through Pool XXXXXX

Initial Interest First P&I Date Payment Date (continued)	WAC	Note Rate Low-High	WARM	Remaining Maturity Low-High	WALA	Loan Age Low-High
01/01/2016	5.928%	5.750 - 6.125%	308	308-308	52	52-052
02/01/2016	5.843%	5.250 - 6.500%	309	309-309	51	51-052
09/01/2016	6.875%	6.875 - 6.875%	316	316-316	44	44-044
10/01/2016	6.639%	6.500 - 6.750%	317	317-317	43	43-043
11/01/2016	6.716%	6.625 - 6.750%	318	318-318	42	42-042
12/01/2016	6.375%	6.375 - 6.375%	319	319-319	41	41-041
01/01/2017	6.325%	6.000 - 6.875%	320	320-320	40	39-040
02/01/2017	6.500%	6.500 - 6.500%	321	321-321	39	39-039
06/01/2017	6.484%	5.250 - 7.125%	325	325-325	35	34-035
07/01/2017	6.126%	5.125 - 7.875%	326	326-326	34	33-035
08/01/2017	6.096%	5.125 - 7.750%	327	327-327	33	33-034
05/01/2018	4.750%	4.750 - 4.750%	336	336-336	24	24-024
06/01/2018	5.895%	5.125 - 6.625%	337	337-337	23	23-023
07/01/2018	5.272%	4.625 - 5.875%	338	338-338	22	22-022
08/01/2018	5.573%	4.750 - 6.250%	339	339-339	21	20-021
09/01/2018	5.614%	4.750 - 6.500%	340	340-340	20	19-021

HIGH AND LOW MORTGAGE DATA

Remaining Maturity Low-High	Note Rate Low-High	Margin Low-High	Lifetime Ceiling Low-High	Lifetime Floor Low-High
308-340	4.608% - 7.877%	2.250% - 2.250%	9.625% - 12.875%	0.000% - 0.000%

Pass-Through Pool XXXXXX

ARM PC COMPONENT LEVEL DATA

Component Coupon Adjustment Date	Component Initial Interest First P&I Payment Date	Component UPB	Number of Loans	Component Coupon	Component Coupon Low-High
12/01/2012		\$ 686,235.47	2	5.552%	5.374% - 5.749%
	01/01/2016	686,235.47	2	5.552%	5.374% - 5.749%
01/01/2013		2,742,793.06	13	5.467%	4.874% - 6.124%
	02/01/2016	2,742,793.06	13	5.467%	4.874% - 6.124%
08/01/2013		456,041.92	2	5.950%	5.950% - 5.950%
	09/01/2016	456,041.92	2	5.950%	5.950% - 5.950%
09/01/2013		278,151.67	2	5.714%	5.575% - 5.825%
	10/01/2016	278,151.67	2	5.714%	5.575% - 5.825%
10/01/2013		515,315.11	2	5.791%	5.700% - 5.825%
	11/01/2016	515,315.11	2	5.791%	5.700% - 5.825%
11/01/2013		335,530.00	1	5.450%	5.450% - 5.450%
	12/01/2016	335,530.00	1	5.450%	5.450% - 5.450%
12/01/2013		1,233,597.95	4	5.400%	5.075% - 5.950%
	01/01/2017	1,233,597.95	4	5.400%	5.075% - 5.950%
01/01/2014		268,000.00	1	5.575%	5.575% - 5.575%
	02/01/2017	268,000.00	1	5.575%	5.575% - 5.575%
05/01/2014		9,960.61	11	5.794%	4.560% - 6.435%
	06/01/2017	9,960.61	11	5.794%	4.560% - 6.435%
06/01/2014		98,942.75	146	5.436%	4.435% - 7.185%
	07/01/2017	98,942.75	146	5.436%	4.435% - 7.185%
07/01/2014		49,406.93	71	5.406%	4.435% - 7.060%
	08/01/2017	49,406.93	71	5.406%	4.435% - 7.060%
04/01/2015		19,129.41	1	4.390%	4.390% - 4.390%
	05/01/2018	19,129.41	1	4.390%	4.390% - 4.390%
05/01/2015		85,537.99	3	5.535%	4.765% - 6.265%
	06/01/2018	85,537.99	3	5.535%	4.765% - 6.265%
06/01/2015		271,169.69	8	4.912%	4.265% - 5.515%
	07/01/2018	271,169.69	8	4.912%	4.265% - 5.515%
07/01/2015		1,139,337.63	38	5.213%	4.390% - 5.890%
	08/01/2018	1,139,337.63	38	5.213%	4.390% - 5.890%
08/01/2015		2,167,212.19	73	5.254%	4.390% - 6.140%
	09/01/2018	2,167,212.19	73	5.254%	4.390% - 6.140%

Pass-Through Pool XXXXXX

Component Coupon Adjustment Date (continued)	Component Initial Interest First P&I Payment Date (continued)	Component Margin	Component Margin Low-High	Component Lifetime Ceiling	Component Lifetime Ceiling Low-High
12/01/2012		1.874%	1.874% - 1.874%	10.552%	10.374%-10.749%
	01/01/2016	1.874%	1.874% - 1.874%	10.552%	10.374%-10.749%
01/01/2013		1.874%	1.874% - 1.874%	10.467%	9.874%-11.124%
	02/01/2016	1.874%	1.874% - 1.874%	10.467%	9.874%-11.124%
08/01/2013		1.325%	1.325% - 1.325%	10.950%	10.950%-10.950%
	09/01/2016	1.325%	1.325% - 1.325%	10.950%	10.950%-10.950%
09/01/2013		1.325%	1.325% - 1.325%	10.714%	10.575%-10.825%
	10/01/2016	1.325%	1.325% - 1.325%	10.714%	10.575%-10.825%
10/01/2013		1.325%	1.325% - 1.325%	10.791%	10.700%-10.825%
	11/01/2016	1.325%	1.325% - 1.325%	10.791%	10.700%-10.825%
11/01/2013		1.325%	1.325% - 1.325%	10.450%	10.450%-10.450%
	12/01/2016	1.325%	1.325% - 1.325%	10.450%	10.450%-10.450%
12/01/2013		1.325%	1.325% - 1.325%	10.400%	10.075%-10.950%
	01/01/2017	1.325%	1.325% - 1.325%	10.400%	10.075%-10.950%
01/01/2014		1.325%	1.325% - 1.325%	10.575%	10.575%-10.575%
	02/01/2017	1.325%	1.325% - 1.325%	10.575%	10.575%-10.575%
05/01/2014		1.560%	1.560% - 1.560%	10.794%	9.560%-11.435%
	06/01/2017	1.560%	1.560% - 1.560%	10.794%	9.560%-11.435%
06/01/2014		1.560%	1.560% - 1.560%	10.436%	9.435%-12.185%
	07/01/2017	1.560%	1.560% - 1.560%	10.436%	9.435%-12.185%
07/01/2014		1.560%	1.560% - 1.560%	10.406%	9.435%-12.060%
	08/01/2017	1.560%	1.560% - 1.560%	10.406%	9.435%-12.060%
04/01/2015		1.890%	1.890% - 1.890%	9.390%	9.390%-9.390%
	05/01/2018	1.890%	1.890% - 1.890%	9.390%	9.390%-9.390%
05/01/2015		1.890%	1.890% - 1.890%	10.535%	9.765%-11.265%
	06/01/2018	1.890%	1.890% - 1.890%	10.535%	9.765%-11.265%
06/01/2015		1.890%	1.890% - 1.890%	9.912%	9.265%-10.515%
	07/01/2018	1.890%	1.890% - 1.890%	9.912%	9.265%-10.515%
07/01/2015		1.890%	1.890% - 1.890%	10.213%	9.390%-10.890%
	08/01/2018	1.890%	1.890% - 1.890%	10.213%	9.390%-10.890%
08/01/2015		1.890%	1.890% - 1.890%	10.254%	9.390%-11.140%
	09/01/2018	1.890%	1.890% - 1.890%	10.254%	9.390%-11.140%

Component Coupon Adjustment Date (continued)	Component Initial Interest First P&I Payment Date (continued)	Component Lifetime Floor	Component Lifetime Floor Low-High
12/01/2012		0.000%	0.000% - 0.000%
	01/01/2016	0.000%	0.000% - 0.000%
01/01/2013		0.000%	0.000% - 0.000%
	02/01/2016	0.000%	0.000% - 0.000%
08/01/2013		0.000%	0.000% - 0.000%
	09/01/2016	0.000%	0.000% - 0.000%
09/01/2013		0.000%	0.000% - 0.000%
	10/01/2016	0.000%	0.000% - 0.000%
10/01/2013		0.000%	0.000% - 0.000%
	11/01/2016	0.000%	0.000% - 0.000%
11/01/2013		0.000%	0.000% - 0.000%

Pass-Through Pool XXXXXX

Component Coupon Adjustment Date (continued)	Component Initial Interest First P&I Payment Date (continued)	Component Lifetime Floor	Component Lifetime Floor Low-High
12/01/2013		0.000%	0.000% - 0.000%
	01/01/2017	0.000%	0.000% - 0.000%
01/01/2014		0.000%	0.000% - 0.000%
	02/01/2017	0.000%	0.000% - 0.000%
05/01/2014		0.000%	0.000% - 0.000%
	06/01/2017	0.000%	0.000% - 0.000%
06/01/2014		0.000%	0.000% - 0.000%
	07/01/2017	0.000%	0.000% - 0.000%
07/01/2014		0.000%	0.000% - 0.000%
	08/01/2017	0.000%	0.000% - 0.000%
04/01/2015		0.000%	0.000% - 0.000%
	05/01/2018	0.000%	0.000% - 0.000%
05/01/2015		0.000%	0.000% - 0.000%
	06/01/2018	0.000%	0.000% - 0.000%
06/01/2015		0.000%	0.000% - 0.000%
	07/01/2018	0.000%	0.000% - 0.000%
07/01/2015		0.000%	0.000% - 0.000%
	08/01/2018	0.000%	0.000% - 0.000%
08/01/2015		0.000%	0.000% - 0.000%
	09/01/2018	0.000%	0.000% - 0.000%

QUARTILE DISTRIBUTION

	Original Loan Size	Remaining Maturity	Loan Age	Loan Term
Quartile 1	\$55,000 - 240,000	308-309	19-021	360-360
Quartile 2	240,000 - 327,000	309-320	21-040	360-360
Quartile 3	327,000 - 369,000	320-339	40-051	360-360
Quartile 4	369,000 - 706,000	339-340	51-052	360-360

	Original Credit Score	Original LTV	Original CLTV	Original DTI
Quartile 1	625-698	19-058	20-060	8-035
Quartile 2	698-743	58-070	60-077	35-041
Quartile 3	743-767	70-080	77-090	41-050
Quartile 4	767-813	80-100	90-100	50-065

LOAN PURPOSE

Type	% of UPB	# of Loans	% of Loans
Purchase	55.34%	182	48.15%
Cash-Out Refinance	29.05%	107	28.31%
No Cash-Out Refinance	15.61%	89	23.54%
Refinance NotSpecified	0.00%	0	0.00%
Unknown	0.00%	0	0.00%

Pass-Through Pool XXXXXX

NUMBER OF UNITS

# of Units	# of UPB	# of Loans	% of Loans
1	94.91%	356	94.18%
2-4	5.09%	22	5.82%
Unknown	0.00%	0	0.00%

NUMBER OF BORROWERS

# of Borrowers	# of UPB	# of Loans	% of Loans
1	47.42%	214	56.61%
>1	52.58%	164	43.39%

OCCUPANCY TYPE

Type	# of UPB	# of Loans	% of Loans
Owner Occupied	86.73%	262	69.31%
Second Home	9.61%	34	8.99%
Investment Property	3.66%	82	21.69%
Unknown	0.00%	0	0.00%

FIRST PAYMENT DISTRIBUTION

Not Paying % of UPB	Not Paying # of Loans	Not Paying % of Loans
0.00%	0	0.00%

FIRST-TIME HOME BUYER DISTRIBUTION

Type	# of UPB	# of Loans	% of Loans
First-Time Homebuyer	10.12%	50	13.23%
Unknown	0.00%	0	0.00%

MORTGAGE INSURANCE DISTRIBUTION

Type	# of UPB	# of Loans	% of Loans
Loans with MI	15.31%	34	8.99%
Unknown	0.00%	0	0.00%

ASSETS DOCUMENTATION DISTRIBUTION

Type	# of UPB	# of Loans	% of Loans
Assets Verified/Waived	92.64%	262	69.31%
Assets Not Verified/Not Waived	7.36%	116	30.69%
Unknown	0.00%	0	0.00%

Pass-Through Pool XXXXXX

EMPLOYMENT DOCUMENTATION DISTRIBUTION

Type	# of UPB	# of Loans	% of Loans
Employment Verified/Waived	94.82%	361	95.50%
Employment Not Verified/Not Waived	5.18%	17	4.50%
Unknown	0.00%	0	0.00%

INCOME DOCUMENTATION DISTRIBUTION

Type	# of UPB	# of Loans	% of Loans
Income Verified/Waived	81.81%	237	62.70%
Income Not Verified/Not Waived	18.19%	141	37.30%
Unknown	0.00%	0	0.00%

THIRD PARTY ORGANIZATION (TPO) DISTRIBUTION

Type	Aggregate UPB	% of UPB	# of Loans	% of Loans
Retail	\$6,998,692.29	67.58%	171	45.24%
Broker	0.00	0.00%	0	0.00%
Correspondent	0.00	0.00%	0	0.00%
TPO	3,357,670.12	32.42%	207	54.76%
Not Specified				
Unknown	0.00	0.00%	0	0.00%

LOAN ORIGINATION DISTRIBUTION

Year	Aggregate UPB	% of UPB	# of Loans	% of Loans
2005	\$3,429,028.53	33.11%	15	3.97%
2006	3,086,636.65	29.80%	12	3.17%
2007	158,310.30	1.53%	228	60.32%
2008	3,682,386.93	36.56%	123	32.54%

Pass-Through Pool XXXXXX

GEOGRAPHIC DISTRIBUTION

State	Aggregate UPB	% of UPB	# of Loans	% of Loans
California	\$1,582,037.79	15.28%	140	37.04%
Florida	1,220,134.71	11.78%	39	10.32%
Maryland	1,193,843.02	11.53%	12	3.17%
Georgia	972,202.89	9.39%	15	3.97%
Virginia	929,480.06	8.97%	10	2.65%
New Jersey	542,472.37	5.24%	8	2.12%
New York	531,620.79	5.13%	9	2.38%
Connecticut	503,524.91	4.86%	3	0.79%
Massachusetts	360,785.34	3.48%	3	0.79%
Washington	358,947.43	3.47%	19	5.03%
Pennsylvania	326,377.85	3.15%	4	1.06%
Alabama	299,883.77	2.90%	1	0.26%
South Carolina	280,878.90	2.71%	16	4.23%
Arizona	248,210.58	2.40%	13	3.44%
Minnesota	213,272.96	2.06%	9	2.38%
Colorado	151,886.50	1.47%	16	4.23%
Illinois	115,139.77	1.11%	9	2.38%
Texas	102,811.34	0.99%	6	1.59%
Hawaii	69,649.88	0.67%	6	1.59%
Nevada	62,630.74	0.60%	5	1.32%
Idaho	61,358.82	0.59%	5	1.32%
North Carolina	52,855.40	0.51%	5	1.32%
Oregon	33,024.46	0.32%	3	0.79%
District of Columbia	32,820.17	0.32%	2	0.53%
Delaware	32,526.61	0.31%	1	0.26%
Ohio	25,777.23	0.25%	1	0.26%
Utah	26,247.33	0.25%	8	2.12%
South Dakota	21,220.75	0.20%	1	0.26%
Missouri	1,837.41	0.02%	4	1.06%
Michigan	1,895.72	0.02%	3	0.79%
New Mexico	612.35	0.01%	1	0.26%
Kansas	394.55	0.00%	1	0.26%

SERVICER DISTRIBUTION

Servicer	% of UPB	# of Loans	% of Loans
XXXXXXXXXXXXXXXXXXXX	97.19%	149	39.42%
XXXXXXXXXXXXXXXXXXXX	1.53%	228	60.32%
XXXXXXXXXXXXXXXXXXXX	1.28%	1	0.26%

Servicer (continued)	WAC	Note Rate Low-High	WALA	Loan Age Low-High	WARM	Remaining Maturity Low-High
XXXXXXXXXXXXXXXXXXXX	5.951%	4.625 - 6.875%	37	19 - 052	323	308 - 340
XXXXXXXXXXXXXXXXXXXX	6.139%	5.125 - 7.875%	34	33 - 035	326	325 - 327
XXXXXXXXXXXXXXXXXXXX	6.500%	6.500 - 6.500	51	51 - 051	309	309 - 309

Pass-Through Pool XXXXXX

SELLER DISTRIBUTION

Seller	% of UPB	# of Loans	% of Loans
XXXXXXXXXXXXXXXXXXXXX	68.67%	138	36.51%
XXXXXXXXXXXXXXXXXXXXX	29.80%	12	3.17%
XXXXXXXXXXXXXXXXXXXXX	1.53%	228	60.32%

Seller (continued)	WAC	Note Rate Low-High	WALA	Loan Age Low-High	WARM	Remaining Maturity Low-High
XXXXXXXXXXXXXXXXXXXXX	5.714%	4.625 - 6.625%	35	19 - 052	325	308 - 340
XXXXXXXXXXXXXXXXXXXXX	6.520%	6.000 - 6.875%	41	39 - 044	319	316 - 321
XXXXXXXXXXXXXXXXXXXXX	6.139%	5.125 - 7.875%	34	33 - 035	326	325 - 327

The following schedule lists the assets in the ARM pass-through pool identified above. This schedule reflects the unpaid principal balances of each asset as of the date of the formation of this ARM pass-through pool. ARM PCs whose pool numbers begin with “39”, “42”, “94”, “96”, or “5A” are Payment Capped ARM PCs.

<u>Pool Number</u>	<u>Unpaid Principal Balance</u>
XXXXXXX	\$ 3,429,028.48
XXXXXXX	3,086,636.59
XXXXXXX	158,310.29
XXXXXXX	<u>3,682,386.90</u>
Total	<u><u>\$10,356,362.26</u></u>

TERMS USED IN POOL SUPPLEMENTS

This *Appendix VII* defines certain terms used in Pool Supplements.

Description of ARM Pass-Through Pool

Pass-Through Type: A general description of the type of mortgages in the Pass-Through Pool.

Pass-Through Pool Number: A unique numeric or alphanumeric designation assigned by Freddie Mac to identify a Giant PC. The first two or three characters of a Pool Number indicate the “Giant PC Prefix.”

CUSIP Number: A unique nine-digit alphanumeric designation assigned by the CUSIP Service Bureau to each Giant PC. The CUSIP Number is used to identify the Giant PC on the books and records of the Federal Reserve Banks’ book-entry system. All Giant PCs in book-entry form are identified by a CUSIP Number.

Pass-Through Coupon: The current annual rate at which interest is passed through monthly to a Holder of a Giant PC, based on a 360-day year of twelve 30-day months. For ARM Giant PCs, calculated as a weighted average of the individual coupons of the underlying ARM PCs and/or ARM Giant PCs in effect as of the first day of that month, rounded down to the nearest .001%.

Original Principal Amount: The aggregate principal balance of the mortgages in a Pass-Through Pool at the date of Pass-Through Pool formation.

Date of Pass-Through Pool Formation: The first day of the month and year of issuance of the Giant PC, which is the first day that interest accrues for the first payment to Holders of Giant PCs.

First Payment Date: The day of the month on which Freddie Mac passes through the first payment of principal and interest to Holders of Giant PCs. The 15th day of each month is a Payment Date unless the 15th day is not a business day, in which case the next succeeding business day is the Payment Date, except for GNMA Giants, which is generally the 17th, 20th or 25th day of the month.

Final Payment Date: The last possible Payment Date on which Freddie Mac could pass through payments of principal and interest to Holders of Giant PCs. The 15th day of each month is a Payment Date unless the 15th day is not a business day, in which case the next succeeding business day is the Payment Date, except for GNMA Giants, which is generally the 17th, 20th or 25th day of the month.

Pass-Through Information

Seller: Freddie Mac Giant.

WAC (Weighted Average Coupon): The weighted average of the current note rates of the mortgages in the Giant PC is based on the underlying PCs and/or Giant PCs weighted average current note rates and their contribution percentage to the related Giant PC pool (updated monthly for Gold Giant PCs; disclosed only at pool formation for ARM Giant PCs).

AOLS (Average Original Loan Size): The simple average of the UPBs as of the note date of the mortgages in the underlying PCs and/or Giant PCs in the related Giant PC pool. Refer to WAOLS for the weighted average.

WAOLS (Weighted Average Original Loan Size): The weighted average UPBs, as of the note date, of the mortgages in the Giant PC is based on the underlying PCs and/or Giant PCs weighted average original loan size and their contribution percentage to the related Giant PC pool (updated monthly). Refer to AOLS for the simple average.

WALA (Weighted Average Loan Age): For Gold PCs only, the weighted average of the current number of months since the note dates of the mortgages in the Giant PC is based on the underlying PCs and/or Giant PCs and their contribution percentage to the related Giant PC pool (updated monthly).

WAOLT (Weighted Average Original Loan Term): For Gold Giant PCs only, the weighted average of the number of scheduled monthly payments of the mortgages in the Giant PC is based on the underlying PCs and/or Giant PCs weighted average of the original loan term and their contribution percentage to the related Giant PC pool (updated monthly).

WARM (Weighted Average Remaining Maturity): The weighted average of the current number of scheduled monthly payments that, after giving effect to full and partial unscheduled principal payments, remain on the mortgages in the Giant PC is based on the underlying PCs and/or Giant PCs weighted average remaining maturity and their contribution percentage to the related Giant PC pool. For Giant PC pools backed by balloon/reset mortgages, the WARM reflects the **WATB (Weighted Average Term to Balloon)**, which is the weighted average remaining number of months to the balloon maturity or reset date of the mortgages.

WAOCS (Weighted Average Original Credit Score): The weighted average original credit score of the mortgages in the Giant PC is based on the underlying PCs and/or Giant PCs original credit score and their contribution percentage to the related Giant PC pool (updated monthly). The original WAOCS consists of known credit scores as of the settlement date of the Giant PC and the first month update after the settlement date may reflect additional known credit scores.

WAOLTV (Weighted Average Original Loan to Value): The weighted average of the original loan- to- value ratios of the mortgages in the Giant PC is based on the underlying PCs and/or Giant PCs weighted average of the original loan to value ratios and their contribution percentage to the related Giant PC pool (updated monthly). The original loan to value ratio is the comparison of the mortgage's unpaid principal balance (UPB), as of the note date and either (1) in the case of a purchase, the lesser of the appraised value of the mortgaged premises on the note date or the purchase price of the mortgaged premises or (2) in the case of a refinancing, the appraised value of the mortgaged premises on the note date.

WAOCLTV (Weighted Average Original Combined Loan to Value): The weighted average of the original loan- to- value ratios of the mortgages in the Giant PC is based on the underlying PCs and/or Giant PCs weighted average of the original loan to value ratios and their contribution percentage to the related Giant PC pool (updated monthly). The original loan to value ratio is the comparison of the mortgage's unpaid principal balance (UPB), as of the note date plus any secondary mortgage loan amount disclosed by the seller and either (1) in the case of a purchase, the lesser of the mortgaged property's appraised value on the note date or its purchase price or (2) in the case of a refinancing the mortgaged property's appraised value on the note date.

If the secondary financing amount disclosed by the seller includes a home equity line of credit, then the mortgage CLTV ratio used in the WAOCLTV calculation reflects the disbursed amount at closing of the first lien mortgage, not the maximum loan amount available under the home equity line of credit.

In the case of a seasoned mortgage, if the seller cannot warrant that the value of the mortgaged property has not declined since the note date, Freddie Mac requires that the seller must provide a new appraisal value, which is used in the mortgage CLTV calculation and subsequently in the WAOCCLTV calculation.

This disclosure is subject to the widely varying standards originators use to verify borrowers' secondary mortgage loan amounts.

WAODTI (Weighted Average Original Debt to Income): The weighted average of the ratios between each mortgage's (1) sum of the borrower's monthly debt payments, including monthly housing expenses that incorporate the mortgage payment the borrower is making at the time of the delivery of the mortgage to Freddie Mac and (2) the total monthly income used to underwrite the borrower as of the date of the origination of the mortgage.

This disclosure is subject to the widely varying standards originators use to verify borrowers' assets and liabilities.

WAMTAM (Weighted Average Months to Amortize): For Initial Interest Giant PCs only, the weighted average number of months from the first day of the current month to the First P&I Payment Date of the mortgages in the Giant PC, adjusted by adding one month (for ARM Giant PCs only) to reflect the timing of the corresponding Giant PC First P&I Payment Date.

Initial Interest Period: For Initial Interest Giant PCs only, the period of time between the first payment due date and the first scheduled principal and interest payment date required in accordance with the terms of the mortgages backing the Giant PC. This time period will be designated by one of the numbers below, which indicates the number of months between such dates:

- 00 = Not Applicable
- 01 = 06-18 months
- 03 = 30-42 months
- 05 = 54-66 months
- 07 = 78-90 months
- 10 = 114-126 months
- 15 = 174-186 months

Legend: A text field used to disclose additional information about the mortgages in the underlying PCs and/or Giant PCs or the Giant PC.

Unknown Original Credit Score, Original LTV, Original CLTV and Original DTI

Original Credit Score Unknown: The number of mortgages and percentage of mortgages that have credit scores that are not available for the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). The percentage of the aggregate UPB of the mortgages that have credit scores that are not available for the Giant PC based on the underlying PCs and/or Giant PCs percentage of aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly).

Original LTV Unknown: The number of mortgages and percentage of mortgages that have loan-to-value ratios that are not available for the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). The percentage of the aggregate UPB of the mortgages that have loan-to-value ratios that are not available for the Giant PC

based on the underlying PCs and/or Giant PCs percentage of the aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly).

Original CLTV Unknown: The number of mortgages and percentage of mortgages that have combined loan-to-value ratios that are not available for the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). The percentage of the aggregate UPB of the mortgages that have combined loan-to-value ratios that are not available for the Giant PC based on the underlying PCs and/or Giant PCs percentage of the aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly).

Original DTI Unknown: The number of mortgages and percentage of mortgages that have debt-to-income ratios that are not available for the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). The percentage of the aggregate UPB of the mortgages that have debt-to-income ratios that are not available for the Giant PC based on the underlying PCs and/or Giant PCs percentage of the aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly).

ARM Specific information (ARMs Only)

Initial Fixed-Rate Period: For hybrid ARMs only, the period of time between the note date of the mortgages and the first interest change date. The initial period will be designated by one of the numbers below, which defines the eligible months to first interest change date for the mortgages in the ARM Giant PC pool.

2 = Initial Fixed-Rate Period between 18 and 30 months

3 = Initial Fixed-Rate Period between 30 and 42 months

4 = Initial Fixed-Rate Period between 42 and 54 months

5 = Initial Fixed-Rate Period between 54 and 66 months

6 = Initial Fixed-Rate Period between 66 and 78 months

7 = Initial Fixed-Rate Period between 78 and 90 months

8 = Initial Fixed-Rate Period between 90 and 102 months

9 = Initial Fixed-Rate Period between 102 and 114 months

10 = Initial Fixed-Rate Period between 114 and 126 months

15 = Initial Fixed-Rate Period between 174 and 186 months

For example, an initial period equal to 3 and an Adjustment Period equal to 12 denotes a 3/1 hybrid ARM.

Adjustment Period: The frequency (in months) that the mortgages in the ARM Giant PC pool will adjust. For hybrid ARMs, the Adjustment Period is the frequency that the mortgages will adjust after the first interest change date.

Index: A fluctuating economic indicator specified in the mortgage note, the value of which is used to adjust the note rate of the mortgages in the ARM Giant PC pool.

Lookback Period: For each mortgage in an ARM Giant PC pool, the number of days from the publication of the Index value used to adjust the note rate to the interest change date.

Next Adjustment Date: For ARM Giant PCs only, the next date on which the Pass-Through Coupon adjusts (updated monthly).

Weighted Average Months to Adjust (WAMTA): For ARM Giant PCs only, the weighted average of the number of months from pool formation until the next date on which the Pass-Through Coupon adjusts (updated monthly).

Initial Cap (Increase): The maximum amount that the note rate may increase at the first interest change date for the mortgages in an ARM Giant PC pool. If the field is blank and the initial cap is not specified in the Legend field, the initial cap equals the periodic cap; a value of zero (0.000%) indicates that there is no upward adjustment permitted.

Initial Cap (Decrease): The maximum amount that the note rate may decrease at the first interest change date for the mortgages in an ARM Giant PC pool. If the field is blank and the initial cap is not specified in the Legend field, the initial cap equals the periodic cap; a value of zero (0.000%) indicates that there is no downward adjustment permitted.

Periodic Cap: The maximum amount that the note rate may increase or decrease at each interest change date after the first interest adjustment date for the mortgages in an ARM Giant PC pool. However, if an initial cap is not separately disclosed for an ARM Giant PC, the periodic cap is the initial cap. A periodic cap of zero (0.00%) indicates that there is no periodic cap and mortgages are subject to the lifetime ceiling and margin only.

Convertible: Indicates whether the mortgages in the ARM Giant PC pool may convert from an adjustable interest rate to a fixed interest rate during a specified conversion window. The conversion window is either a specified period of time or specific dates that the borrower can exercise the option to convert from an adjustable interest rate to a fixed interest rate.

PC Margin: The weighted average of the margins of the mortgages in the ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs component margin and their contribution percentage to the related ARM Giant PC pool (updated monthly). **“Components”** are groups of mortgages having the same adjustment date (net of gross fees). The margin is the number of percentage points that is added to the current Index value to establish the new note rate at each interest change date.

Weighted Average Margin: The original weighted average of the margins of the mortgages in the ARM Giant PC pool is based on the underlying ARM PCs and/or ARM Giants PCs weighted average of the margins and their contribution percentage to the related Giant PC pool. The margin is the number of the percentage points that is added to the current Index valued to establish the new note rate at each interest change date.

PC Lifetime Ceiling: The weighted average of the lifetime ceilings of the mortgages in an ARM Giant PC Pool is based on the underlying ARM PCs and/or ARM Giant PCs weighted average lifetime ceilings in the related ARM Giant PC pool (updated monthly). The lifetime ceiling is the maximum note rate to which an ARM may adjust over the life of the mortgage.

Weighted Average Lifetime Ceiling: The weighted average lifetime ceiling of the mortgages in the Giant PC is based on the underlying ARM PCs and/or Giant PCs component lifetime ceilings and their contribution percentage to the related ARM Giant PC pool (updated monthly). **“Components”** are

groups of mortgages having the same adjustment date (net of gross fees). The lifetime ceiling is the maximum note rate to which a mortgage may adjust over the life of the mortgage.

PC Lifetime Floor: The weighted average of the lifetime floors of the mortgages in an ARM Giant PC pool is based on the underlying ARM PCs and/or ARM Giant PCs weighted average component lifetime floors in the related ARM Giant PC pool (updated monthly). The lifetime floor is the minimum interest note to which an ARM may decrease.

Weighted Average Lifetime Floor: The weighted average lifetime floor of the mortgages in the Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs component lifetime floor and their contribution percentage to the related ARM Giant PC pool (updated monthly). **“Components”** are groups of mortgages having the same adjustment date (net of gross fees). The lifetime floor is the minimum note rate to which a mortgage may adjust over the life of the mortgage.

Prepayment Penalty Mortgages: Indicates whether the mortgages in the ARM Giant PC pool are Prepayment Penalty Mortgages (PPMs). A PPM is a mortgage with respect to which the borrower is, or at any time has been, obligated to pay a premium in the event of certain prepayments of principal. (Fixed-rate PPMs will be identified by a unique Giant PC prefix.)

Reduced Minimum Servicing: The minimum spread is the least amount of interest income, as established by Freddie Mac, that must be retained by the servicer as compensation for servicing mortgages. “Y” in this field indicates that the minimum servicing spread is less than 25 basis points. “N” in this field indicates that the minimum servicing spread is 25 basis points.

High and Low Mortgage Data

Remaining Maturity Low: The shortest remaining term to maturity, as of Giant formation, of the mortgages in an ARM Giant PC pool, expressed in months.

Remaining Maturity High: The longest remaining term to maturity, as of Giant formation, of the mortgages in an ARM Giant PC pool, expressed in months.

Note Rate Low: The lowest note rate, as of Giant formation, of the mortgages in an ARM Giant PC pool.

Note Rate High: The highest note rate, as of Giant formation, of the mortgages in an ARM Giant PC pool.

Margin Low: The lowest mortgage margin, as of Giant formation, of the mortgages in an ARM Giant PC pool.

Margin High: The highest mortgage margin, as of Giant formation, of the mortgages in an ARM Giant PC pool.

Lifetime Ceiling Low: The lowest lifetime ceiling, as of Giant formation, of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs lowest lifetime ceiling in the related ARM Giant PC pool. The lifetime ceiling is the maximum note rate to which an ARM may adjust.

Lifetime Ceiling High: The highest lifetime ceiling, as of Giant formation, of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs highest lifetime ceiling in the related ARM Giant PC pool. The lifetime ceiling is the maximum note rate to which an ARM may adjust.

Lifetime Floor Low: The lowest lifetime floor, as of Giant formation, of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs lowest lifetime floor in the related ARM Giant PC pool. The lifetime floor is the minimum note rate to which an ARM may adjust.

Lifetime Floor High: The highest lifetime floor, as of Giant formation, of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs highest lifetime floor in the related ARM Giant PC pool. The lifetime floor is the minimum note rate to which an ARM may adjust.

ARM PC Component Level Data

Component Coupon Adjustment Date: The next scheduled interest change date of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs component adjustment date in the related ARM Giant PC pool. For ARM PCs, the component adjustment date is the next scheduled interest change date of the mortgages in an ARM PC pool having the same interest change date, adjusted by adding one month to reflect the timing of the corresponding PC coupon adjustment.

Component Initial First P&I Payment Date (Initial Interest ARM PCs Only): The first fully amortizing principal and interest payment date of a group of mortgages in an initial interest ARM Giant PC pool having the same Component Coupon Adjustment Date, adjusted by adding one month to reflect the timing of the corresponding First P&I Payment Date.

Component UPB: The aggregate component UPB of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs component UPB in the related ARM Giant PC (updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees).

Number of Loans: The number of loans in an ARM Giant PC having the same Component Coupon Adjustment Date. For initial interest ARM Giant PCs, the number of loans in an ARM Giant PC pool having the same Component Coupon Adjustment Date and the same Component First P&I Payment Date.

Component Coupon: The weighted average component note rates of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs weighted average component note rates in the related ARM Giant PC updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees).

Component Coupon Low: The lowest component note rate of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs lowest component note rate in the related ARM Giant PC pool (updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees).

Component Coupon High: The highest component note rate of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs highest component note rate in the related ARM Giant PC pool (updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees).

Component Margin: The weighted average component margins of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs weighted average component margins in the related ARM Giant PC pool (updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees). The margin is the number of percentage points that is added to the current Index value to establish the new note rate at each interest change date.

Component Margin Low: The lowest component margin of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs lowest component margin in the related ARM Giant PC pool (updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees). The margin is the number of percentage points that is added to the current Index value to establish the new note rate at each interest change date.

Component Margin High: The highest component margin of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs highest component margin in the related ARM Giant PC pool (updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees). The margin is the number of percentage points that is added to the current Index value to establish the new note rate at each interest change date.

Component Lifetime Ceiling: The weighted average component lifetime ceilings of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs weighted average component lifetime ceilings in the related ARM Giant PC pool (updated monthly). “**Components**” are groups of mortgages having the same adjust change date (net of gross fees). The lifetime ceiling is the maximum note rate to which an ARM may increase.

Component Lifetime Ceiling Low: The lowest component lifetime ceiling of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs lowest component lifetime ceiling in the related ARM Giant PC pool (updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees). The lifetime ceiling is the maximum note rate to which an ARM may adjust.

Component Lifetime Ceiling High: The highest component lifetime ceiling of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs highest component lifetime ceiling in the related ARM Giant PC pool (updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees). The lifetime ceiling is the maximum note rate to which an ARM may adjust.

Component Lifetime Floor: The weighted average component lifetime floors of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs weighted average component lifetime floors in the related ARM Giant PC pool (updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees). The lifetime floor is the maximum note rate to which an ARM may decrease.

Component Lifetime Floor Low: The lowest component lifetime floors of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs weighted average component lifetime floors in the related ARM Giant PC pool (updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees). The lifetime floor is the maximum note rate to which an ARM may decrease.

Component Lifetime Floor High: The highest component lifetime floors of the mortgages in an ARM Giant PC is based on the underlying ARM PCs and/or ARM Giant PCs weighted average component lifetime floors in the related ARM Giant PC pool (updated monthly). “**Components**” are groups of mortgages having the same interest change date (net of gross fees). The lifetime floor is the maximum note rate to which an ARM may decrease.

Quartile Distribution

Quartiles are based on each 25th percentile of each Giant PC's current principal balance (updated monthly).

Quartile 1 represents the range from the lowest value of the data to the data corresponding to the 25th percentile of the Giant PC's current principal balance.

Quartile 2 represents the range from the data corresponding to the 25th percentile of the Giant PC's current principal balance to the data corresponding to the 50th percentile of the Giant PC's current principal balance.

Quartile 3 represents the range from the data corresponding to the 50th percentile of the Giant PC's current principal balance to the data corresponding to the 75th percentile of the Giant PC current principal balance.

Quartile 4 represents the range from the data corresponding to the 75th percentile of the Giant PC's current principal balance to the highest data.

Quartiles represent the distribution of the following attributes for all mortgages in the Giant PC pool:

Original Loan Size: Loan amount as of the note date of the mortgage.

Remaining Maturity (Gold Giant PCs only): Remaining term to maturity date, or term to balloon maturity or reset date.

Loan Age (Gold Giant PCs only): Number of months from the note date of the mortgage to the current month.

Loan Term (Gold Giant PCs only): Number of scheduled monthly payments that are due over the life of the mortgage.

Original Credit Score: A number summarizing an individual's credit profile that indicates the likelihood that the individual will repay future obligations.

Original LTV: Original loan-to-value ratio.

Original CLTV: Original combined loan-to-value ratio.

Original DTI: Original debt-to-income ratio.

Loan Purpose: The number of mortgages and percentage of mortgages that are either refinance mortgages or purchase mortgages in the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). The percentage of the aggregate UPB of the mortgages that are either refinance mortgages or purchase mortgages in the Giant PC, based on the underlying PCs and/or Giant PCs percentage of UPB and their contribution percentage to the related Giant PC pool (updated monthly). If the Loan Purpose is not available, it will be reflected under the heading "Unknown" (updated monthly).

Number of Units: The number of mortgages and percentage of mortgages that are secured by one-unit properties and by two to four unit properties in the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). The percentage of the aggregate UPB of the mortgages that are secured by one-unit properties and by two- to-four unit properties in the Giant PC, based on the underlying PCs and/or Giant PCs percentage of

aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly). If the Number of Units is not available, it will be reflected under the heading “Unknown” (updated monthly).

Number of Borrowers: The number of mortgages, percentage of mortgages, and percentage of the aggregate UPB of the mortgages in a PC Giant pool that have one borrower or more than one borrower obligated to repay the mortgage note secured by the mortgaged property.

Occupancy Type: The number of mortgages and percentage of mortgages that are secured by primary residences, second homes, and investment properties in the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). The percentage of the aggregate UPB of the mortgages that are secured by primary residences, second homes, and investment properties in the Giant PC based on the underlying PCs and/or Giant PCs percentage of UPB and their contribution percentage to the related Giant PC pool (updated monthly). If the Occupancy Type is not available, it will be reflected under the heading “Unknown” (updated monthly).

First Payment Distribution: The number of mortgages and percentage of mortgages that have not yet reached their first payment date in the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). The percentage of the aggregate UPB of the mortgages that have not yet reached their first payment date in the Giant PC, based on the underlying PCs and/or Giant PCs percentage of the aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly).

First-Time Homebuyer: The number of mortgages, percentage of mortgages and percentage of the aggregate UPB of the mortgages in a PC Giant pool that have indicated whether the borrower, or one of a group of borrowers, is a First-Time Homebuyer.

Specifically, a First-Time Homebuyer is an individual borrower, or one of a group of borrowers, who (1) is purchasing the mortgaged property, (2) will reside in the mortgaged property as a primary residence and (3) had no ownership interest (sole or joint) in a residential property during the three-year period preceding the date of the purchase of the mortgaged property. With certain limited exceptions, a displaced homemaker or single parent may also be considered a First-Time Homebuyer if the individual had no ownership interest in a residential property during the preceding three-year period other than an ownership interest in the marital residence with a spouse.

Mortgages for which First-Time Homebuyer information is not available will be reflected under the heading “Unknown.”

Mortgage Insurance Percentage: The number of mortgages, percentage of mortgages, and percentage of the aggregate UPB of the mortgages in a PC Giant pool having loss coverage, at the time of Freddie Mac’s purchase of the mortgage, that a mortgage insurer is providing to cover losses incurred as a result of a default on the mortgage. Only primary mortgage insurance that is purchased by the borrower, lender or Freddie Mac is included in this category. Mortgage insurance that constitutes “credit enhancement” that is not required by Freddie Mac’s Charter is not included.

Mortgages for which the amount of mortgage insurance reported by sellers is in excess of 55% will be reflected under the heading “Unknown.”

Documentation Type: The number of mortgages, percentage of mortgages and percentage of the aggregate UPB of the mortgages in a PC Giant pool for which the documentation has been verified/

waived or not verified/not waived. Mortgages for which this information cannot be determined will be reflected under the heading “Unknown.”

Documentation Type — Assets
Documentation Type — Employment
Documentation Type — Income

Generally, Freddie Mac requires that sellers of mortgages document or verify loan application information about the borrower’s income, assets and employment. Sellers’ documentation or verification can take several forms; for example, sellers may require that a borrower provide pay stubs or W-2 or 1099 forms to verify employment and income and depository and brokerage statements to verify assets. In some cases, because of the measured creditworthiness of the borrower (*e.g.*, credit score) and loan attributes (*e.g.*, a refinance loan or low loan-to-value ratio), a seller may require a reduced level of documentation or verification or may waive its general documentation or verification requirements. In other cases, pursuant to programs offered by lenders, borrowers may elect to provide a reduced level of documentation or verification or may elect to provide no documentation or verification of some or all of this information in a loan application. Standards to qualify for reduced levels of documentation and for waivers of documentation based on creditworthiness, and what constitutes a material reduced level of documentation, may vary among sellers. If Freddie Mac agrees with a seller’s decision to underwrite the borrower using reduced documentation or no documentation, Freddie Mac will generally require that sellers deliver a special code in connection with the delivery of such mortgages. Freddie Mac monitors the performance of such mortgages to determine whether they continue to perform at least as well as traditional full documentation mortgages.

In cases of full documentation and verification, mortgages bear the disclosure “Yes (Verified/Waived).” In cases in which the seller delivered a mortgage to Freddie Mac with a special code indicating a reduced level of documentation or waiver, Freddie Mac has used its review of the seller’s underwriting standards for reduced documentation or waiver and its data on actual mortgages’ performance to make a judgment about the credit quality of that loan, which is reflected in whether the Mortgage bears the disclosure “Yes (Verified/Waived)” or “No (Not Verified/Not Waived).” Under these circumstances, mortgages bearing the disclosure “Yes (Verified/Waived)” reflect an assessment by Freddie Mac of higher credit quality than those loans that bear the disclosure “No (Not Verified/Not Waived).” The performance standard for reduced or waived-documentation loans is default performance on a level at least as strong as traditional full documentation loans.

In cases in which sellers did not deliver a special code indicating a reduced level of documentation or a waiver, the disclosure will indicate “Yes (Verified/Waived).” It is possible nonetheless that loans delivered without a special code may be loans that had a reduced level of documentation or waiver. Freddie Mac seeks to identify through special codes all cases of reduced documentation and conducts quality control sampling to identify and work with sellers on correcting data deficiencies.

Third Party Origination Percentage (TPO%): The number of mortgages, percentage of mortgages and percentage of the aggregate UPB of the mortgages in a PC Giant pool that were originated by a third party, to include broker and correspondent originations. Loans for which Third Party Origination is applicable, but for which the seller does not specify the broker or correspondent, will be disclosed as “TPO Not Specified” and will be included in this category.

“Broker” is a person or entity that specializes in loan originations, receiving a commission (from a correspondent or other lender) to match borrowers and lenders. The broker performs some or most of the loan processing functions, such as taking loan applications, or ordering credit reports, appraisals and title

reports. Typically, the broker does not underwrite or service the mortgage and generally does not use its own funds for closing; however, if the broker funded a mortgage on a lender's behalf, such a mortgage is considered a "broker" third party origination mortgage. The mortgage is generally closed in the name of the lender who commissioned the broker's services.

"Correspondent" is an entity that typically sells the mortgages it originates to other lenders, which are not affiliates of that entity, under a specific commitment or as part of an ongoing relationship. The correspondent performs some or all of the loan processing functions, such as taking the loan application, ordering credit reports, appraisals, and title reports, and verifying the borrower's income and employment. The correspondent may or may not have delegated underwriting and typically funds the mortgages at settlement. The mortgage is closed in the correspondent's name and the correspondent may or may not service the mortgage. The correspondent may use a broker to perform some of the processing functions or even to fund the mortgage on its behalf; under such circumstances, the mortgage is considered a "broker" third party origination mortgage, rather than a "correspondent" third party origination mortgage.

"Retail" mortgage is a mortgage that is originated, underwritten and funded by a lender or its affiliates. The mortgage is closed in the name of the lender or its affiliate and if it is sold to Freddie Mac, it is sold by the lender or its affiliate that originated it. A mortgage that a broker or correspondent completely or partially originated, processed, underwrote, packaged, funded or closed is not considered a retail mortgage.

For purposes of the definitions of correspondent and retail, "affiliate" means any entity that is related to another party as a consequence of the entity, directly or indirectly, controlling the other party, being controlled by the other party, or being under common control with the other party.

Loan Origination Distribution: The number of mortgages and percentage of mortgages that are originated in a given year in the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). The percentage of the aggregate UPB of the mortgages that are originated in a given year in the Giant PC, based on underlying PCs and/or Giant PCs percentage of the aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly). For seller-owned modified mortgages, modified mortgages, converted adjustable rate mortgages, and construction-to-permanent mortgages, the modification/converted date is substituted for the origination date.

Geographic Distribution: The number of mortgages and percentage of mortgages that are secured by property in a given state in the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). The percentage of the aggregate UPB of the mortgages that are secured by property in a given state in the Giant PC, based on the underlying PCs and/or Giant PCs percentage of aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly).

Servicer Distribution: The number of mortgages and percentage of mortgages for each entity that services at least 1% of the mortgages in the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). For Gold Giant PCs, the WAC, WALA, WARM, and percentage of the aggregate UPB of the mortgages for each entity that services at least 1% of the mortgages in the Giant PC, based on the underlying PCs and/or Giant PCs WAC, WALA, WARM, and percentage of the aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly). For Gold Giant PCs, the highest and lowest note rates, highest and lowest loan age, and highest and lowest remaining maturity of the mortgages for each entity that

services at least 1% of the mortgages in the Giant PC, based on the underlying PCs and/or Giant PCs highest and lowest in the related Giant PC pool (updated monthly). For ARM Giant PCs, the WAC, WARM, and percentage of the aggregate UPB of the mortgages for each entity that services at least 1% of the mortgages in the Giant PC, based on the underlying PCs and/or Giant PCs WAC, WARM, and percentage of the aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly). For ARM Giant PCs, the highest and lowest note rates and highest and lowest remaining maturity of the mortgages for each entity that services at least 1% of the mortgages in the Giant PC, based on the underlying PCs and/or Giant PCs highest and lowest in the relate Giant PC pool (updated monthly). Entities servicing less than 1% of the mortgages are reflected under the heading “Servicers <1%” (updated monthly).

Seller Distribution: The number of mortgages and percentage of mortgages for each entity that sold to Freddie Mac at least 1% of the mortgages in the Giant PC, based on the underlying PCs and/or Giant PCs number and percentage of mortgages in the related Giant PC pool (updated monthly). For Gold Giant PCs, the WAC, WALA, WARM, and percentage of the aggregate UPB of the mortgages for each entity that sold to Freddie Mac at least 1% of the mortgages in the Giant PC, based on the underlying PCs and/or Giant PCs WAC, WALA, WARM, and percentage of the aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly). For Gold Giant PCs, the highest and lowest note rates, highest and lowest loan age, and highest and lowest remaining maturity of the mortgages for each entity that sold to Freddie Mac at least 1% of the mortgages in the Giant PC, based on the underlying PCs and/or Giant PCs highest and lowest in the related Giant PC pool (updated monthly). For ARM Giant PCs, the WAC, WARM, and percentage of the aggregate UPB of the mortgages for each entity that sold to Freddie Mac at least 1% of the mortgages in the Giant PC based on the underlying PCs and/or Giant PCs WAC, WARM, and percentage of the aggregate UPB and their contribution percentage to the related Giant PC pool (updated monthly). For ARM Giant PCs, the highest and lowest note rates and highest and lowest remaining maturity of the mortgages for each entity that sold to Freddie Mac at least 1% of the mortgages in the Giant PC, based on the underlying PCs and/or Giant PCs highest and lowest in the related Giant PC pool (updated monthly). Entities that sold less than 1% of the mortgages are reflected under the heading “Servicers <1%” (updated monthly).

