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**\$151,590,000**

**Freddie Mac**

**STRUCTURED AGENCY CREDIT RISK (STACR®) 2019-FTR3 NOTES,  
FREDDIE MAC STACR TRUST 2019-FTR3**

Offered Notes: The Classes of Exchangeable Notes and Class of MAC Notes shown below and on Table 1.  
Trust and Issuer: Freddie Mac STACR Trust 2019-FTR3  
Sponsor: Freddie Mac  
Indenture Trustee: U.S. Bank National Association  
Owner Trustee: Wilmington Trust, National Association  
Closing Date: December 17, 2019

Note Class	Original Class Principal Balance	Class Coupon	CUSIP Number	Scheduled Maturity Date	Price to Public	Initial Purchaser Fee <sup>(1)</sup>	Proceeds to Issuer
Class B-2 <sup>(2)(3)</sup>	\$151,590,000	(4)	(5)	September 2047	100%	0.65%	100%

<sup>(1)</sup> See "Placement" herein.

<sup>(2)</sup> MAC Class.

<sup>(3)</sup> The Class B-2A, Class B-2B, Class B-2C and Class B-2D Notes may be exchanged for the Class B-2 Notes, and vice versa, pursuant to Combination 1 shown in Table 2. On the Closing Date, the Class B-2A, Class B-2B, Class B-2C and Class B-2D Notes will be deemed to have been exchanged in whole or in part, as applicable, for the Class B-2 Notes. The Original Class Principal Balance shown for the Class B-2 Notes above is its Maximum Class Principal Balance.

<sup>(4)</sup> See "Summary — Interest" herein.

<sup>(5)</sup> See Appendix C for a list of CUSIP numbers.

No person has been authorized to give any information or to make any representations other than those contained in this Memorandum, and, if given or made, such information or representations must not be relied upon. The delivery of this Memorandum at any time does not imply that the information herein is correct as of any time subsequent to its date.

The Notes are being offered and sold only (i) in the United States to "qualified institutional buyers," as such term is defined in Rule 144A under the Securities Act, and (ii) in "offshore transactions" to persons that are not "U.S. persons," as such terms are defined in, and in accordance with, Regulation S under the Securities Act.

The Notes are expected to be made eligible for trading in book-entry form through the Same-Day Funds Settlement System of DTC, which may include delivery through Clearstream and Euroclear, against payment therefor in immediately available funds.

**THE NOTES DO NOT REPRESENT INTERESTS IN OR OBLIGATIONS OF FREDDIE MAC, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE, THE INITIAL PURCHASERS OR ANY OF THEIR RESPECTIVE AFFILIATES. THE NOTES ARE NOT INSURED OR GUARANTEED BY FREDDIE MAC, THE UNITED STATES GOVERNMENT OR ANY GOVERNMENTAL AGENCY OR INSTRUMENTALITY.**

Transfer of the Notes will be subject to certain restrictions as described herein.

The Trust intends to rely on the exemption from registration found at Section 2(b) of the Investment Company Act and has been structured with the intent that it will not constitute a "covered fund" for purposes of the Volcker Rule. See "Risk Factors — Investment Factors and Risks Related to the Notes — Risks Associated with the Investment Company Act" and "Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Notes, Which May Limit Investors' Ability to Sell the Notes".

The information contained herein is confidential and may not be reproduced in whole or in part. We will, upon request, make available such other information as may be reasonably requested.

**The Structured Agency Credit Risk (STACR) 2019-FTR3 Notes, including the Exchangeable Notes and the MAC Notes, are complex financial instruments and may not be suitable investments for you. You should consider carefully the risk factors described beginning on page 17 of this Memorandum. You should not purchase Notes unless you understand and are able to bear these and any other applicable risks. You should purchase Notes only if you understand the information contained in this Memorandum and the documents incorporated by reference in this Memorandum.**

**The Glossary of Significant Terms beginning on page 143 of this Memorandum sets forth definitions of certain defined terms appearing in this Memorandum.**

**BofA Securities**

Co-Lead Manager and Joint Bookrunner

**Wells Fargo Securities**

Co-Lead Manager and Joint Bookrunner

**Citigroup**  
Co-Manager

**Credit Suisse**  
Co-Manager

**J.P. Morgan**  
Co-Manager

**Morgan Stanley**  
Co-Manager

**CastleOak Securities, L.P.**  
Selling Group Member

**Drexel Hamilton**  
Selling Group Member

The date of this Private Placement Memorandum is December 11, 2019.

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TABLE 1

**Freddie Mac Structured Agency Credit Risk (STACR®)  
2019-FTR3 Notes  
\$151,590,000**

Class of Exchangeable Notes	Original Class Principal Balance <sup>(1)</sup>	Initial Class Coupon	Class Coupon Formula <sup>(2)</sup>	Class Coupon Minimum Rate	CUSIP Number	Scheduled Maturity Date	Expected WAL (Years) <sup>(1)</sup>	Expected Principal Window (Months) <sup>(1)</sup>	Expected Initial Credit Enhancement <sup>(3)</sup>
B-2A <sup>(4)</sup>	\$21,009,000	6.53563%	One-Month LIBOR + 4.80%	0%	<sup>(5)</sup>	September 2047	10.02	120-120	0.100%
B-2B <sup>(4)</sup>	\$37,708,000	6.53563%	One-Month LIBOR + 4.80%	0%	<sup>(5)</sup>	September 2047	10.02	120-120	0.100%
B-2C <sup>(4)</sup>	\$57,462,000	6.53563%	One-Month LIBOR + 4.80%	0%	<sup>(5)</sup>	September 2047	10.02	120-120	0.100%
B-2D <sup>(4)</sup>	\$35,411,000	6.53563%	One-Month LIBOR + 4.80%	0%	<sup>(5)</sup>	September 2047	10.02	120-120	0.100%

Class of MAC Notes	Maximum Class Principal Balance <sup>(1)</sup>	Initial Class Coupon	Class Coupon Formula <sup>(2)</sup>	Class Coupon Minimum Rate	CUSIP Number	Scheduled Maturity Date	Expected WAL (Years) <sup>(1)</sup>	Expected Principal Window (Months) <sup>(1)</sup>	Expected Initial Credit Enhancement
B-2 <sup>(6)</sup>	\$151,590,000	6.53563%	One-Month LIBOR + 4.80%	0%	<sup>(5)</sup>	September 2047	10.02	120-120	N/A

Reference Pool	Class of Reference Tranche	Initial Class Coupon	Class Coupon Formula <sup>(2)</sup>	Class Coupon Minimum Rate
A	MB-HA <sup>(7)</sup>	3.98563%	One-Month LIBOR + 2.25%	0%
	B-3HA <sup>(7)</sup>	26.73563%	One-Month LIBOR + 25.00%	0%
B	MB-HB <sup>(7)</sup>	3.98563%	One-Month LIBOR + 2.25%	0%
	B-3HB <sup>(7)</sup>	26.73563%	One-Month LIBOR + 25.00%	0%
C	MB-HC <sup>(7)</sup>	3.98563%	One-Month LIBOR + 2.25%	0%
	B-3HC <sup>(7)</sup>	26.73563%	One-Month LIBOR + 25.00%	0%
D	MB-HD <sup>(7)</sup>	3.98563%	One-Month LIBOR + 2.25%	0%
	B-3HD <sup>(7)</sup>	26.73563%	One-Month LIBOR + 25.00%	0%

<sup>(1)</sup> The Class Principal Balances presented in this Memorandum are approximate. Expected weighted average lives and principal windows, as applicable, with respect to the Notes above are based on (i) the assumption that the Notes are redeemed on the Payment Date occurring in December 2029 and (ii) certain Modeling Assumptions, including that prepayments occur at the pricing speed of 10% CPR, calculated from the Closing Date, no Credit Events occur, no Modification Events occur and the Notes pay on the 25th day of each calendar month beginning in January 2020. The balances shown for the MAC Notes represent the maximum original Class Principal Balances of such Classes, as applicable.

<sup>(2)</sup> The Indenture Trustee will determine One-Month LIBOR using the method described in the definition of “One-Month LIBOR” in the “Glossary of Significant Terms”.

<sup>(3)</sup> The expected initial credit enhancement is expressed as a percentage of the Cut-off Date Balance of the Corresponding Reference Pool.

<sup>(4)</sup> The Class B-2A, Class B-2B, Class B-2C and Class B-2D Notes are Exchangeable Notes. The Holders of the Exchangeable Notes can exchange all or part of those Classes for proportionate interests in the related Class of MAC Notes, and vice versa, as shown in Table 2.

<sup>(5)</sup> See Appendix C for a list of CUSIP numbers.

<sup>(6)</sup> MAC Notes.

<sup>(7)</sup> The Class MB-HA, Class B-3HA, Class MB-HB, Class B-3HB, Class MB-HC, Class B-3HC, Class MB-HD, and Class B-3HD Reference Tranches are not Notes. Each such Reference Tranche is deemed to bear interest at the Class Coupon shown solely for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts applicable to such Reference Tranche.

**TABLE 2**  
**AVAILABLE MODIFICATIONS AND COMBINATION**

<b>Combination</b>	<b>Exchangeable Class</b>	<b>Original Class Principal Balance</b>	<b>Exchange Proportions<sup>(1)</sup></b>	<b>MAC Class</b>	<b>Maximum Class Principal Balance</b>	<b>Exchange Proportions<sup>(1)</sup></b>	<b>Interest Formula</b>	<b>CUSIP Number</b>
1	B-2A	\$21,009,000	13.8590936078%	B-2	\$151,590,000	100%	One-Month LIBOR + 4.80%	(2)
	B-2B	\$37,708,000	24.8749917541%					
	B-2C	\$57,462,000	37.9061943400%					
	B-2D	\$35,411,000	23.3597202982%					

<sup>(1)</sup> Exchange proportions are constant proportions of the original Class Principal Balances of the Exchangeable Classes or MAC Classes, as applicable. You may exchange the Exchangeable Notes for MAC Notes, and vice versa in accordance with the applicable exchange proportions.

<sup>(2)</sup> See Appendix C for a list of CUSIP numbers.

## Exchange Procedures

### *Notice*

Any Holder wishing to exchange Notes must notify the Exchange Administrator by email at [sfs.exchange@usbank.com](mailto:sfs.exchange@usbank.com) no later than two Business Days before the proposed exchange date. The exchange date with respect to any exchange can be any Business Day other than the first or last Business Day of the month, the Payment Date, the Record Date related to the next Payment Date or the Business Day following such Record Date. A notice becomes irrevocable on the second Business Day before the proposed exchange date.

### *Exchange Fee*

Except with respect to any deemed exchange on the Closing Date, the Holder must pay the Exchange Administrator a fee equal to \$5,000 for each exchange request and such fee must be received by the Exchange Administrator prior to the exchange date or such exchange will not be effected. In addition, any Holder wishing to effect such an exchange must pay any other expenses related to such exchange, including any fees charged by DTC.

### *Payment Date*

The Indenture Trustee will make the first payment on any Exchangeable Note or MAC Note received by a Holder in an exchange transaction on the Payment Date related to the next Record Date following the exchange; provided, however, that with respect to any deemed exchanges on the Closing Date, the first payment on any Notes received with respect to such deemed exchanges will be on the Payment Date occurring in January 2020.

THIS MEMORANDUM CONTAINS SUBSTANTIAL INFORMATION ABOUT THE NOTES AND THE OBLIGATIONS OF US, THE TRUST, THE EXCHANGE ADMINISTRATOR, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE AND THE INITIAL PURCHASERS WITH RESPECT TO THE NOTES. YOU ARE URGED TO REVIEW THIS MEMORANDUM IN ITS ENTIRETY. THE OBLIGATIONS OF THE PARTIES WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN ARE SET FORTH IN AND WILL BE GOVERNED BY CERTAIN DOCUMENTS DESCRIBED HEREIN.

YOU ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM US, THE EXCHANGE ADMINISTRATOR, THE INDENTURE TRUSTEE, THE OWNER TRUSTEE OR THE INITIAL PURCHASERS OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL, ACCOUNTING OR TAX ADVICE. PRIOR TO INVESTING IN THE NOTES YOU SHOULD CONSULT WITH YOUR LEGAL, ACCOUNTING, REGULATORY AND TAX ADVISORS TO DETERMINE THE CONSEQUENCES OF AN INVESTMENT IN THE NOTES AND ARRIVE AT AN INDEPENDENT EVALUATION OF SUCH INVESTMENT, INCLUDING THE RISKS RELATED THERETO.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE NOTES. THIS MEMORANDUM SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THE NOTES, IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF SUCH STATE OR OTHER JURISDICTION. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM OR THE EARLIER DATES SPECIFIED HEREIN, AS APPLICABLE.

THIS MEMORANDUM HAS BEEN PREPARED BY US. NO OTHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. NOTHING HEREIN SHALL BE DEEMED TO CONSTITUTE A REPRESENTATION OR WARRANTY BY ANY PARTY NOR A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE RELATED MORTGAGE LOANS OR THE NOTES. IN THIS MEMORANDUM, THE TERMS “WE”, “US” AND “OUR” REFER TO FREDDIE MAC.

IT IS EXPECTED THAT INVESTORS INTERESTED IN PARTICIPATING IN THIS PRIVATE PLACEMENT WILL CONDUCT AN INDEPENDENT INVESTIGATION OF THE RISKS POSED BY AN INVESTMENT IN THE NOTES. OUR REPRESENTATIVES WILL BE AVAILABLE TO ANSWER QUESTIONS CONCERNING THE TRANSACTION AND WILL, UPON REQUEST, MAKE AVAILABLE SUCH ADDITIONAL INFORMATION AS INVESTORS MAY REASONABLY REQUEST (TO THE EXTENT WE HAVE OR CAN ACQUIRE SUCH INFORMATION WITHOUT UNREASONABLE EFFORT OR EXPENSE) IN ORDER TO VERIFY THE INFORMATION FURNISHED IN THIS MEMORANDUM.

THE NOTES ARE NOT “MORTGAGE RELATED SECURITIES” FOR PURPOSES OF SMMEA. ACCORDINGLY, THE APPROPRIATE CHARACTERIZATION OF THE NOTES UNDER VARIOUS LEGAL INVESTMENT RESTRICTIONS, AND THUS THE ABILITY OF INVESTORS SUBJECT TO THESE RESTRICTIONS TO PURCHASE THE NOTES, IS SUBJECT TO SIGNIFICANT INTERPRETIVE UNCERTAINTIES. INVESTORS WHOSE INVESTMENT AUTHORITY IS SUBJECT TO LEGAL RESTRICTIONS SHOULD CONSULT THEIR OWN LEGAL ADVISORS TO DETERMINE WHETHER AND TO WHAT EXTENT THE NOTES CONSTITUTE LEGAL INVESTMENTS FOR THEM.

THE NOTES ARE BEING OFFERED AS A PRIVATE PLACEMENT TO, AND MAY BE SOLD ONLY (I) IN THE UNITED STATES TO QUALIFIED INSTITUTIONAL BUYERS WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT AND (II) IN “OFFSHORE TRANSACTIONS” TO PERSONS WHO ARE NOT “U.S. PERSONS,” AS SUCH TERMS ARE DEFINED IN, AND IN ACCORDANCE WITH, REGULATION S UNDER THE SECURITIES ACT. THE NOTES WILL NOT BE REGISTERED UNDER

THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. INVESTORS SHOULD CONSULT WITH THEIR COUNSEL AS TO THE APPLICABLE REQUIREMENTS FOR A PURCHASER TO AVAIL ITSELF OF ANY EXEMPTION UNDER THE SECURITIES ACT AND SUCH STATE LAWS. NONE OF THE TRUST, FREDDIE MAC, THE INITIAL PURCHASERS OR ANY OTHER PARTY IS OBLIGATED OR INTENDS TO REGISTER THE NOTES UNDER THE SECURITIES ACT, TO QUALIFY THE NOTES UNDER THE SECURITIES LAWS OF ANY STATE OR TO PROVIDE REGISTRATION RIGHTS TO ANY PURCHASER. FOR FURTHER DISCUSSION OF LIMITATIONS ON THE TRANSFERABILITY OF THE NOTES, SEE “*RISK FACTORS — LACK OF LIQUIDITY*” HEREIN.

The Notes are expected to be issued in book-entry form only on the book-entry system of DTC. The Notes are being offered as a private placement, and may be sold or transferred only (i) in the United States to “qualified institutional buyers” within the meaning of Rule 144A under the Securities Act or (ii) in “offshore transactions” to persons who are not “U.S. persons,” as such terms are defined in, and in accordance with, Regulation S under the Securities Act. Any holder or proposed transferee will be deemed to have represented and agreed to the transfer and ownership restrictions described herein. The Notes will bear legends consistent with the restrictions described above and under “Notice to Investors” in this Memorandum.

#### **WE ARE IN CONSERVATORSHIP; POTENTIAL RECEIVERSHIP**

WE CONTINUE TO OPERATE UNDER THE CONSERVATORSHIP THAT COMMENCED ON SEPTEMBER 6, 2008, CONDUCTING OUR BUSINESS UNDER THE DIRECTION OF THE FHFA, AS CONSERVATOR. 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 FREDDIE MAC AND ITS ASSETS. THE CONSERVATOR HAS DIRECTED AND WILL CONTINUE TO DIRECT CERTAIN OF OUR BUSINESS ACTIVITIES AND STRATEGIES. UNDER THE REFORM ACT, FHFA MUST PLACE US INTO RECEIVERSHIP IF FHFA MAKES A DETERMINATION IN WRITING THAT OUR ASSETS ARE LESS THAN OUR OBLIGATIONS FOR A PERIOD OF 60 DAYS. 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 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 SET FORTH IN THE REFORM ACT. A RECEIVERSHIP WOULD TERMINATE THE CURRENT CONSERVATORSHIP.

IF FHFA WERE TO BECOME OUR RECEIVER, IT COULD EXERCISE CERTAIN POWERS THAT COULD ADVERSELY AFFECT THE NOTES.

IN ITS CAPACITY AS RECEIVER, FHFA WOULD HAVE THE RIGHT TO TRANSFER OR SELL ANY ASSET OR LIABILITY OF FREDDIE MAC, INCLUDING THE OBLIGATION TO MAKE ANY TRANSFER AMOUNT, OR OTHER PAYMENT WE OWE TO THE TRUST, WITHOUT ANY APPROVAL, ASSIGNMENT OR CONSENT OF ANY PARTY. IF FHFA, AS RECEIVER, WERE TO TRANSFER SUCH OBLIGATION TO ANOTHER PARTY, YOU WOULD HAVE TO RELY ON THAT PARTY FOR SATISFACTION OF THE OBLIGATION AND WOULD BE EXPOSED TO THE CREDIT RISK OF THAT PARTY.

DURING A RECEIVERSHIP, CERTAIN RIGHTS OF NOTEHOLDERS MAY NOT BE ENFORCEABLE AGAINST FHFA, OR ENFORCEMENT OF SUCH RIGHTS MAY BE DELAYED.

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 WE ARE 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.

#### **IMPORTANT NOTICE REGARDING THE NOTES**

EACH INITIAL PURCHASER'S OBLIGATION TO SELL NOTES TO ANY PROSPECTIVE INVESTOR IS CONDITIONED ON THE NOTES AND THE TRANSACTION HAVING THE CHARACTERISTICS DESCRIBED IN THIS MEMORANDUM. IF WE, THE INDENTURE TRUSTEE, THE TRUST OR AN INITIAL PURCHASER DETERMINES THAT A CONDITION IS NOT SATISFIED IN ANY MATERIAL RESPECT, YOU WILL BE NOTIFIED, AND NEITHER THE TRUST NOR THE INITIAL PURCHASERS WILL HAVE ANY OBLIGATION TO YOU TO DELIVER ANY PORTION OF THE NOTES WHICH YOU HAVE COMMITTED TO PURCHASE, AND THERE WILL BE NO LIABILITY BETWEEN THE INITIAL PURCHASERS OR ANY OF THEIR RESPECTIVE AGENTS OR AFFILIATES, ON THE ONE HAND, AND YOU, ON THE OTHER HAND, AS A CONSEQUENCE OF THE NON-DELIVERY.

TO THE EXTENT THAT YOU CHOOSE TO UTILIZE THIRD PARTY PREDICTIVE MODELS IN CONNECTION WITH CONSIDERING AN INVESTMENT IN THE NOTES, NEITHER WE NOR THE INITIAL PURCHASERS MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS OR APPROPRIATENESS OF ANY INFORMATION OR REPORTS GENERATED BY SUCH MODELS, INCLUDING, WITHOUT LIMITATION, WHETHER THE NOTES, OR THE RELATED REFERENCE OBLIGATIONS WILL PERFORM IN A MANNER CONSISTENT THEREWITH.

#### **SECTION 309B(1)(C) NOTIFICATION UNDER THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE**

THE NOTES ARE CAPITAL MARKETS PRODUCTS OTHER THAN PRESCRIBED CAPITAL MARKETS PRODUCTS (AS DEFINED IN THE SECURITIES AND FUTURES (CAPITAL MARKETS PRODUCTS) REGULATIONS 2018) AND SPECIFIED INVESTMENT PRODUCTS (AS DEFINED IN MAS NOTICE SFA 04-N12: NOTICE ON THE SALE OF INVESTMENT PRODUCTS AND MAS NOTICE FAA-N16: NOTICE ON RECOMMENDATIONS ON INVESTMENT PRODUCTS).

## **IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS MEMORANDUM**

THE INFORMATION CONTAINED IN THIS MEMORANDUM MAY BE BASED ON ASSUMPTIONS REGARDING MARKET CONDITIONS AND OTHER MATTERS AS REFLECTED HEREIN. NO REPRESENTATION IS MADE REGARDING THE REASONABLENESS OF SUCH ASSUMPTIONS OR THE LIKELIHOOD THAT ANY SUCH ASSUMPTIONS WILL COINCIDE WITH ACTUAL MARKET CONDITIONS OR EVENTS, AND THIS MEMORANDUM SHOULD NOT BE RELIED UPON FOR SUCH PURPOSES. THE INITIAL PURCHASERS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, PARTNERS AND EMPLOYEES, INCLUDING PERSONS INVOLVED IN THE PREPARATION OR ISSUANCE OF THIS MEMORANDUM, MAY FROM TIME TO TIME HAVE LONG OR SHORT POSITIONS IN, AND BUY AND SELL, THE SECURITIES MENTIONED HEREIN OR DERIVATIVES THEREOF (INCLUDING OPTIONS). IN ADDITION, THE INITIAL PURCHASERS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, PARTNERS AND EMPLOYEES, INCLUDING PERSONS INVOLVED IN THE PREPARATION OR ISSUANCE OF THIS MEMORANDUM, MAY HAVE AN INVESTMENT OR COMMERCIAL BANKING RELATIONSHIP WITH US. SEE “*RISK FACTORS — THE INTERESTS OF THE TRANSACTION PARTIES AND OTHERS MAY CONFLICT WITH AND BE ADVERSE TO THE INTERESTS OF THE NOTEHOLDERS — POTENTIAL CONFLICTS OF INTEREST OF THE INITIAL PURCHASERS AND THEIR AFFILIATES*”. INFORMATION IN THIS MEMORANDUM IS CURRENT AS OF THE DATE APPEARING ON THE COVER PAGE OR THE EARLIER DATES SPECIFIED HEREIN, AS APPLICABLE, ONLY. INFORMATION IN THIS MEMORANDUM REGARDING ANY NOTES SUPERSEDES ALL PRIOR INFORMATION REGARDING SUCH NOTES. THE NOTES MAY NOT BE SUITABLE FOR ALL PROSPECTIVE INVESTORS.

## **EU RISK RETENTION**

In connection with the EU Retention Requirement, we will undertake in the EU Risk Retention Letter that among other things we (i) will retain a material net economic interest in the transaction constituted by the issuance of the Notes of not less than 5% in the form specified in Article 6(3)(a) of the EU Securitization Regulation and (ii) will not sell, hedge or otherwise mitigate our credit risk under or associated with such retained interest or the Reference Obligations, except to the extent permitted in accordance with Article 6 of the EU Securitization Regulation. You are required to independently assess and determine the sufficiency for the purposes of complying with the EU Retention Requirement of the information described under “*EU Retention Requirement*” and in this Memorandum generally. See “*EU Retention Requirement*” and “*Risk Factors — Governance and Regulation — Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Reference Pools*”.

## **NOTICE TO EUROPEAN ECONOMIC AREA INVESTORS**

THIS MEMORANDUM IS NOT A PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS REGULATION (AS DEFINED BELOW).

THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA (THE “EEA”). FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF THE FOLLOWING:

- (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, “MIFID II”); OR
- (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE 2016/97/EU, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR
- (III) NOT A QUALIFIED INVESTOR AS DEFINED IN REGULATION 2017/1129/EU (AS AMENDED, THE “PROSPECTUS REGULATION”).



CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 (AS AMENDED, THE “PRIIPS REGULATION”) FOR OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

FURTHERMORE, THIS MEMORANDUM HAS BEEN PREPARED ON THE BASIS THAT ANY OFFER OF NOTES IN THE EEA WILL ONLY BE MADE TO A LEGAL ENTITY WHICH IS A QUALIFIED INVESTOR UNDER THE PROSPECTUS REGULATION. ACCORDINGLY, ANY PERSON MAKING OR INTENDING TO MAKE AN OFFER IN THE EEA OF THE NOTES MAY ONLY DO SO WITH RESPECT TO QUALIFIED INVESTORS. NONE OF THE TRUST OR ANY OF THE INITIAL PURCHASERS HAS AUTHORIZED, NOR DOES ANY OF THEM AUTHORIZE, THE MAKING OF ANY OFFER OF NOTES OTHER THAN TO QUALIFIED INVESTORS.

### **MIFID II PRODUCT GOVERNANCE**

ANY DISTRIBUTOR SUBJECT TO MIFID II THAT IS OFFERING, SELLING OR RECOMMENDING THE NOTES IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES AND DETERMINING ITS OWN DISTRIBUTION CHANNELS FOR THE PURPOSES OF THE MIFID II PRODUCT GOVERNANCE RULES UNDER COMMISSION DELEGATED DIRECTIVE (EU) 2017/593 (AS AMENDED, THE “DELEGATED DIRECTIVE”). NONE OF THE TRUST, THE SPONSOR OR ANY OF THE INITIAL PURCHASERS MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO A DISTRIBUTOR’S COMPLIANCE WITH THE DELEGATED DIRECTIVE.

### **NOTICE TO UNITED KINGDOM INVESTORS**

THE TRUST MAY CONSTITUTE A “COLLECTIVE INVESTMENT SCHEME” AS DEFINED BY SECTION 235 OF THE FSMA THAT IS NOT A “RECOGNIZED COLLECTIVE INVESTMENT SCHEME” FOR THE PURPOSES OF THE FSMA AND THAT HAS NOT BEEN AUTHORIZED, REGULATED OR OTHERWISE RECOGNIZED OR APPROVED. AS AN UNREGULATED SCHEME, THE NOTES CANNOT BE MARKETED IN THE UNITED KINGDOM TO THE GENERAL PUBLIC, EXCEPT IN ACCORDANCE WITH THE FSMA.

THE DISTRIBUTION OF THIS MEMORANDUM (A) IF MADE BY A PERSON WHO IS NOT AN AUTHORIZED PERSON UNDER THE FSMA, IS BEING MADE ONLY TO, OR DIRECTED ONLY AT, PERSONS WHO (I) ARE OUTSIDE THE UNITED KINGDOM, OR (II) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND QUALIFY AS INVESTMENT PROFESSIONALS IN ACCORDANCE WITH ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE “FINANCIAL PROMOTION ORDER”), OR (III) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) THROUGH (D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE FINANCIAL PROMOTION ORDER (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “FPO PERSONS”); AND (B) IF MADE BY A PERSON WHO IS AN AUTHORIZED PERSON UNDER THE FSMA, IS BEING MADE ONLY TO, OR DIRECTED ONLY AT, PERSONS WHO (I) ARE OUTSIDE THE UNITED KINGDOM, OR (II) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND QUALIFY AS INVESTMENT PROFESSIONALS IN ACCORDANCE WITH ARTICLE 14(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (PROMOTION OF COLLECTIVE INVESTMENT SCHEMES) (EXEMPTIONS) ORDER 2001 (THE “PROMOTION OF COLLECTIVE INVESTMENT SCHEMES EXEMPTIONS ORDER”), OR (III) ARE PERSONS FALLING WITHIN ARTICLE 22(2)(A) THROUGH (D) (“HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.”) OF THE PROMOTION OF COLLECTIVE INVESTMENT SCHEMES EXEMPTIONS ORDER, OR (IV) ARE PERSONS TO WHOM THE TRUST MAY LAWFULLY BE PROMOTED IN ACCORDANCE WITH CHAPTER 4.12 OF THE U.K. FINANCIAL CONDUCT AUTHORITY’S CONDUCT OF BUSINESS

SOURCEBOOK (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “PCIS PERSONS” AND, TOGETHER WITH THE FPO PERSONS, THE “RELEVANT PERSONS”).

THIS MEMORANDUM MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS MEMORANDUM RELATES, INCLUDING THE NOTES, IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. ANY PERSONS OTHER THAN RELEVANT PERSONS SHOULD NOT ACT OR RELY ON THIS MEMORANDUM.

POTENTIAL INVESTORS IN THE UNITED KINGDOM ARE ADVISED THAT ALL, OR MOST, OF THE PROTECTIONS AFFORDED BY THE UNITED KINGDOM REGULATORY SYSTEM WILL NOT APPLY TO AN INVESTMENT IN THE NOTES AND THAT COMPENSATION WILL NOT BE AVAILABLE UNDER THE UNITED KINGDOM FINANCIAL SERVICES COMPENSATION SCHEME.

## FORWARD-LOOKING STATEMENTS

This Memorandum contains forward-looking statements within the meaning of Section 27A of the Securities Act. Specifically, forward-looking statements, together with related qualifying language and assumptions, are found in the material (including the tables) under the headings “*Risk Factors*” and “*Prepayment and Yield Considerations*” and in the appendices. Forward-looking statements are also found in other places throughout this Memorandum, and may be accompanied by, and identified with terms such as “could,” “may,” “will,” “believes,” “expects,” “intends,” “anticipates,” “forecasts,” “estimates,” or similar phrases. These statements involve known and unknown risks and uncertainties, some of which are beyond our control. These statements are not historical facts but rather represent our expectations based on current information, plans, judgments, assumptions, estimates and projections. Actual results or performance may differ from those described in or implied by such forward-looking statements due to various risks, uncertainties and other factors including the following: general economic and business conditions, competition, changes in political, social and economic conditions, regulatory initiatives and compliance with governmental regulations, customer preference and various other matters. Forward-looking statements are made only as of the date of this Memorandum. We undertake no obligation to update any forward-looking statements we make to reflect events or circumstances occurring after the date of this Memorandum.

## FREDDIE MAC

### General

Freddie Mac is a government sponsored enterprise chartered by Congress in 1970. Our public mission is to provide liquidity, stability and affordability to the U.S. housing market. We do this primarily by purchasing residential mortgage loans originated by lenders. In most instances, we package these loans into mortgage-related securities, which are guaranteed by us and sold in the global capital markets. We also invest in mortgage loans and mortgage-related securities. We do not originate loans or lend money directly to mortgagors.

We support the U.S. housing market and the overall economy by enabling America’s families to access mortgage loan funding with better terms and by providing consistent liquidity to the multifamily mortgage market. We have helped many distressed mortgagors keep their homes or avoid foreclosure. We are working with FHFA, our customers and the industry to build a better housing finance system for the nation.

Our statutory charter forms the framework for our business activities. Our purpose, as specified in our charter, is to:

- Provide stability in the secondary mortgage market for residential loans;
- Respond appropriately to the private capital market;
- Provide ongoing assistance to the secondary mortgage market for residential loans (including activities relating to loans for low- and moderate-income families involving a reasonable economic return that may be less than the return earned on other activities) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing; and
- Promote access to mortgage loan credit throughout the United States (including central cities, rural areas and other underserved areas) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing.

### Conservatorship and Related Matters

We operate under the conservatorship that commenced on September 6, 2008, conducting our business under the direction of FHFA, as our Conservator. The conservatorship and related matters significantly affect our management, business activities, financial condition and results of operations. 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 thereof, with respect to the company and its assets. The Conservator also succeeded to the title to all books, records and assets of Freddie Mac held by any other legal custodian or third

party. The Conservator delegated certain authority to the Board of Directors to oversee, and management to conduct, business operations so that the company can continue to operate in the ordinary course. The directors serve on behalf of, and exercise authority as directed by, the Conservator.

Our future is uncertain, and the conservatorship has no specified termination date. We do not know what changes may occur to our business model during or following conservatorship, including whether we will continue to exist. We are not aware of any current plans of our Conservator to significantly change our business model or capital structure in the near term. Our future structure and role will be determined by the Administration and Congress, and it is possible and perhaps likely that there will be significant changes beyond the near term. We have no ability to predict the outcome of these deliberations.

In October 2019, FHFA released a new Strategic Plan for the conservatorships of Freddie Mac and Fannie Mae. The 2019 Strategic Plan provides a framework for how FHFA will guide Freddie Mac and Fannie Mae to fulfill their statutory missions, focus on safety and soundness and prepare for a responsible end to the conservatorships.

The three objectives of this new Strategic Plan are to ensure that the Freddie Mac and Fannie Mae:

- Focus on their core mission responsibilities to foster competitive, liquid, efficient and resilient national housing finance markets that support sustainable homeownership and affordable rental housing;
- Operate in a safe and sound manner appropriate for entities in conservatorship; and
- Prepare for their eventual exits from the conservatorships.

FHFA also released a new annual Conservatorship Scorecard for Freddie Mac and Fannie Mae. This new 2020 Conservatorship Scorecard aligns tactical priorities and execution at Freddie Mac and Fannie Mae to the 2019 Strategic Plan and serves as a tool in holding them accountable for its effective implementation. For information about the 2020 Conservatorship Scorecard, see our current report on Form 8-K filed on October 29, 2019.

### **Purchase Agreement, Warrant and Senior Preferred Stock**

In connection with our entry into conservatorship, we entered into the Purchase Agreement with Treasury on September 7, 2008. Under the Purchase Agreement, we issued to Treasury both one million shares of Senior Preferred Stock and the Warrant.

The Senior Preferred Stock and Warrant were issued to Treasury as an initial commitment fee in consideration of Treasury's commitment to provide funding to us under the Purchase Agreement. We did not receive any cash proceeds from Treasury as a result of issuing the Senior Preferred Stock or the Warrant. Under the Purchase Agreement, our ability to repay the liquidation preference of the Senior Preferred Stock is limited and we will not be able to do so for the foreseeable future, if at all.

The Purchase Agreement provides that, on a quarterly basis, we generally may draw funds up to the amount, if any, by which our total liabilities exceed our total assets, as reflected on our GAAP consolidated balance sheet for the applicable fiscal quarter, provided that the aggregate amount funded under the Purchase Agreement may not exceed Treasury's commitment. The amount of any draw will be added to the aggregate liquidation preference of the Senior Preferred Stock and will reduce the amount of available funding remaining. Deficits in our net worth have made it necessary for us to make substantial draws on Treasury's funding commitment under the Purchase Agreement. As of September 30, 2019, the aggregate liquidation preference of the Senior Preferred Stock was \$77.5 billion and will increase to \$79.3 billion on December 31, 2019. As of September 30, 2019, the amount of available funding remaining under the Purchase Agreement was \$140.2 billion.

Treasury, as the holder of the Senior Preferred Stock, is entitled to receive cumulative quarterly cash dividends, when, as and if declared by our Board of Directors. The dividends we have paid to Treasury on the Senior Preferred Stock have been declared by, and paid at the direction of, the Conservator, acting as successor to the rights, titles, powers and privileges of the Board. Under the August 2012 amendment to the Purchase Agreement, our cash dividend requirement each quarter is the amount, if any, by which our net worth amount (as

defined in the Purchase Agreement) at the end of the immediately preceding fiscal quarter, less the applicable capital reserve amount, exceeds zero. The applicable capital reserve amount from July 1, 2019 and thereafter will be \$20.0 billion. As a result of the net worth sweep dividend, our future profits in excess of the applicable capital reserve amount will be distributed to Treasury, and the holders of our common stock and non-senior preferred stock will not receive benefits that could otherwise flow from such future profits. If for any reason we were not to pay the amount of our dividend requirement on the senior preferred stock in full, the unpaid amount would be added to the liquidation preference and our applicable capital reserve amount would thereafter be zero, but this would not affect our ability to draw funds from Treasury under the Purchase Agreement.

The Senior Preferred Stock is senior to our common stock and all other outstanding series of our preferred stock, as well as any capital stock we issue in the future, as to both dividends and rights upon liquidation. We are not permitted to redeem the Senior Preferred Stock prior to the termination of Treasury's funding commitment under the Purchase Agreement.

The Purchase Agreement provides that the Treasury's funding commitment will terminate under any of the following circumstances:

- The completion of our liquidation and fulfillment of Treasury's obligations under its funding commitment at that time;
- The payment in full of, or reasonable provision for, all of our liabilities (whether or not contingent, including mortgage guarantee obligations); and
- The funding by Treasury of the maximum amount of the commitment under the Purchase Agreement.

In addition, Treasury may terminate its funding commitment and declare the Purchase Agreement null and void if a court vacates, modifies, amends, conditions, enjoins, stays or otherwise affects the appointment of the Conservator or otherwise curtails the Conservator's powers. Treasury may not terminate its funding commitment under the Purchase Agreement solely by reason of our being in conservatorship, receivership or other insolvency proceeding, or due to our financial condition or any adverse change in our financial condition.

The Purchase Agreement has an indefinite term and can terminate only in limited circumstances, which do not include the end of the conservatorship. The Purchase Agreement therefore could continue after the conservatorship ends. However, Treasury's consent is required for a termination of conservatorship other than in connection with receivership. Treasury has the right to exercise the warrant, in whole or in part, at any time on or before September 7, 2028.

The Purchase Agreement provides that most provisions of the agreement may be waived or amended by mutual written agreement of the parties; however, no waiver or amendment of the agreement is permitted that would decrease Treasury's aggregate funding commitment or add conditions to Treasury's funding commitment if the waiver or amendment would adversely affect in any material respect the holders of our debt securities or mortgage guarantee obligations.

The Purchase Agreement provides limited rights to holders of our debt securities or mortgage guarantee obligations upon default. It is not likely that these rights would be available to Noteholders.

We receive substantial support from Treasury and are dependent upon its continued support in order to continue operating our business. Our ability to access funds from Treasury under the Purchase Agreement is critical to:

- Keeping us solvent;
- Allowing us to focus on our primary business objectives under conservatorship; and
- Avoiding the appointment of a receiver by FHFA under statutory mandatory receivership provisions.

## ADDITIONAL INFORMATION

Our common stock is registered with the SEC under the Exchange Act. We file reports and other information with the SEC.

As described below, we incorporate certain documents by reference in this Memorandum, which means that we are disclosing information to you by referring you to those documents rather than by providing you with separate copies. The Incorporated Documents are considered part of this Memorandum. You should read this Memorandum in conjunction with the Incorporated Documents. Information that we incorporate by reference will automatically update information in this Memorandum. Therefore, you should rely only on the most current information provided or incorporated by reference in this Memorandum.

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.

After the Closing Date, you can obtain, without charge, copies of this Memorandum, the Incorporated Documents, the Indenture and the EU Risk Retention Letter 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](mailto:Investor_Inquiry@freddiemac.com)**

We also make this Memorandum and the Incorporated Documents available on our internet website at this internet address: **[www.freddiemac.com](http://www.freddiemac.com)**\*

We also make available on our internet website certain pool- and mortgage loan-level information regarding mortgage loans we securitized based on information furnished to us by the sellers and servicers of such mortgage loans. Certain pool or mortgage loan-level information provided in this Memorandum, similarly, is based upon information reported and furnished to us by sellers and servicers of the mortgage loans (i) at the time we purchased the mortgage loans, (ii) through subsequent data revisions and (iii) in monthly servicing updates. We may not have independently verified information furnished to us by sellers and servicers regarding the mortgage loans and make no representations or warranties concerning the accuracy or completeness of that information. In addition, sellers sometimes provide information about certain mortgage loans that they sell to us in separate additional supplements. We have not verified the information in any additional supplements and make no representations or warranties concerning the accuracy or completeness of that information.

\* We provide 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 Memorandum, except as specifically stated in this Memorandum.

A prospective investor may access the Guide through [www.freddiemac.com/singlefamily/](http://www.freddiemac.com/singlefamily/) by clicking on "The Guide and Forms." The prospective investor should then click on "All Regs" which can be found under "Access the Guide".



TRANSACTION DIAGRAM

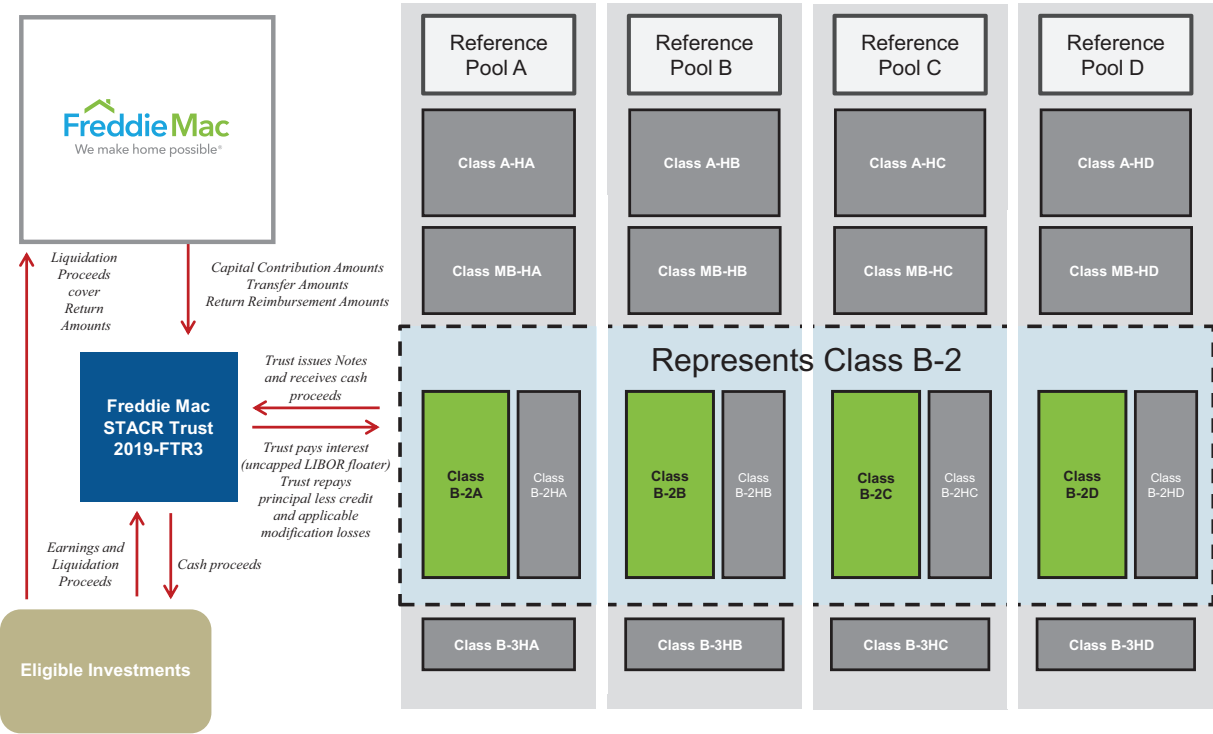


TABLE 3

## CLASSES OF REFERENCE TRANCHES

Reference Pool	Related Classes of Reference Tranches	Initial Class Notional Amount	Initial Subordination <sup>(1)</sup>
A	Class A-HA	\$22,354,184,422	4.306%
	Class MB-HA	\$ 842,273,819	0.700%
	Class B-2A and Class B-2HA <sup>(2)</sup>	\$ 140,159,867	0.100% <sup>(3)</sup>
	Class B-3HA	\$ 23,359,979	0.000%
B	Class A-HB	\$42,007,652,041	4.003%
	Class MB-HB	\$ 1,458,699,512	0.670%
	Class B-2B and Class B-2HB <sup>(4)</sup>	\$ 249,429,380	0.100% <sup>(5)</sup>
	Class B-3HB	\$ 43,759,541	0.000%
C	Class A-HC	\$40,106,075,922	4.031%
	Class MB-HC	\$ 1,413,129,909	0.650%
	Class B-2C and Class B-2HC <sup>(6)</sup>	\$ 229,849,654	0.100% <sup>(7)</sup>
	Class B-3HC	\$ 41,790,847	0.000%
D	Class A-HD	\$25,046,545,761	4.514%
	Class MB-HD	\$ 1,016,190,437	0.640%
	Class B-2D and Class B-2HD <sup>(8)</sup>	\$ 141,645,304	0.100% <sup>(9)</sup>
	Class B-3HD	\$ 26,230,613	0.000%

(1) Represents the initial subordination and initial credit enhancement of such Class or Classes of Reference Tranches, which is equal to the percentage of the Cut-off Date Balance of the Corresponding Reference Pool represented by the aggregate initial Class Notional Amount of the Class or Classes of Reference Tranches subordinate to the subject Class or Classes of Reference Tranches.

(2) Pursuant to the Reference Pool A hypothetical structure, the Class B-2A and Class B-2HA Reference Tranches are *pro rata* with each other. The initial Class Notional Amount shown is the aggregate amount for the Class B-2A and Class B-2HA Reference Tranches combined. The initial Class Notional Amount of the Class B-2A Reference Tranche is \$21,009,000 (which corresponds to the original Class Principal Balance of the Class B-2A Notes) and the initial Class Notional Amount for the Class B-2HA Reference Tranche is \$119,150,867.

(3) Represents the initial subordination and credit enhancement available to the Class B-2A and B-2HA Reference Tranches in the aggregate.

(4) Pursuant to the Reference Pool B hypothetical structure, the Class B-2B and Class B-2HB Reference Tranches are *pro rata* with each other. The initial Class Notional Amount shown is the aggregate amount for the Class B-2B and Class B-2HB Reference Tranches combined. The initial Class Notional Amount of the Class B-2B Reference Tranche is \$37,708,000 (which corresponds to the original Class Principal Balance of the Class B-2B Notes) and the initial Class Notional Amount for the Class B-2HB Reference Tranche is \$211,721,380.

(5) Represents the initial subordination and credit enhancement available to the Class B-2B and B-2HB Reference Tranches in the aggregate.

(6) Pursuant to the Reference Pool C hypothetical structure, the Class B-2C and Class B-2HC Reference Tranches are *pro rata* with each other. The initial Class Notional Amount shown is the aggregate amount for the Class B-2C and Class B-2HC Reference Tranches combined. The initial Class Notional Amount of the Class B-2C Reference Tranche is \$57,462,000 (which corresponds to the original Class Principal Balance of the Class B-2C Notes) and the initial Class Notional Amount for the Class B-2HC Reference Tranche is \$172,387,654.

(7) Represents the initial subordination and credit enhancement available to the Class B-2C and B-2HC Reference Tranches in the aggregate.

(8) Pursuant to the Reference Pool D hypothetical structure, the Class B-2D and Class B-2HD Reference Tranches are *pro rata* with each other. The initial Class Notional Amount shown is the aggregate amount for the Class B-2D and Class B-2HD Reference Tranches combined. The initial Class Notional Amount of the Class B-2D Reference Tranche is \$35,411,000 (which corresponds to the original Class Principal Balance of the Class B-2D Notes) and the initial Class Notional Amount for the Class B-2HD Reference Tranche is \$106,234,304.

(9) Represents the initial subordination and credit enhancement available to the Class B-2D and B-2HD Reference Tranches in the aggregate.

## **Hypothetical Structures and Calculations with respect to the Reference Tranches**

With respect to each Reference Pool a separate hypothetical structure of Classes of Reference Tranches deemed to be backed by such Reference Pool will be established, as indicated in the Transaction Diagram. With respect to each Class of Notes, the Indenture will reference the Corresponding Class of Reference Tranche to calculate for each Payment Date: (i) write-downs (or write-ups) of principal on such Class of Notes as a result of Credit Events or Modification Events with respect to the Corresponding Reference Obligations, (ii) any reduction or increase in interest amounts on such Class of Notes as a result of Modification Events with respect to the Corresponding Reference Obligations and (iii) principal payments to be made on such Class of Notes by the Trust.

Each Class of Reference Tranche will have the initial Class Notional Amount shown in Table 3 and the aggregate of the initial Class Notional Amounts of all Reference Tranches related to a particular Reference Pool will equal the Cut-off Date Balance of such Reference Pool. Any Tranche Write-down Amount allocated to a Class of Reference Tranche corresponding to a Class of Notes will result in a corresponding reduction in the Class Principal Balance of the Corresponding Class of Notes. If Exchangeable Notes have been exchanged for MAC Notes, all Tranche Write-down Amounts that are allocable to such exchanged Exchangeable Notes will be allocated to reduce the Class Principal Balances of such MAC Notes.

Pursuant to the Indenture, the Class B-2A Reference Tranche will correspond to the Class B-2A Notes, the Class B-2B Reference Tranche will correspond to the Class B-2B Notes, the Class B-2C Reference Tranche will correspond to the Class B-2C Notes and the Class B-2D Reference Tranche will correspond to the Class B-2D Notes. With respect to any Payment Date, any reductions in the Class Notional Amount of the Class B-2A, Class B-2B, Class B-2C or Class B-2D Reference Tranche will result in a corresponding reduction in the Class Principal Balance of the Class B-2A, Class B-2B, Class B-2C or Class B-2D Notes, respectively. Similarly, with respect to any Payment Date, the amount of any Modification Loss Amount allocated to the Class B-2A, Class B-2B, Class B-2C or Class B-2D Reference Tranche pursuant to the applicable priorities set forth in the definition of “Modification Loss Priority” in the “*Glossary of Significant Terms*” and as further described under “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Modification Loss Amount*” will, as described herein, result in a corresponding reduction of the Interest Payment Amount of the Class B-2A, Class B-2B, Class B-2C or Class B-2D Notes, respectively. Further, with respect to any Payment Date, the amount of any principal collections on the Reference Obligations that are allocated to reduce the Class Notional Amount of the Class B-2A, Class B-2B, Class B-2C or Class B-2D Reference Tranche will result in a corresponding payment of principal on such Payment Date to the Class B-2A, Class B-2B, Class B-2C or Class B-2D Notes, respectively. As a result of the correlation between the Class B-2A, Class B-2B, Class B-2C or Class B-2D Notes on the one hand, and the Corresponding Class of Reference Tranche on the other hand, you should review and understand all the information related to the applicable hypothetical structure and related Reference Tranches in this Memorandum and otherwise made available to you as if you were investing in the Class of Reference Tranche corresponding to your Class of Notes.

The effect of the hypothetical structures is that we will transfer certain credit risk that we would otherwise retain with respect to each Reference Pool to the Holders of the Corresponding Class of Notes. Specifically, our credit risk will be transferred to you to the extent that your Notes are subject to (i) principal write-downs as a result of Credit Events or Modification Events with respect to the Reference Obligations in the Corresponding Reference Pool and (ii) interest amount reductions as a result of Modification Events with respect to the Reference Obligations in the Corresponding Reference Pool, in each case as described in this Memorandum.

### ***Reference Pool A***

All of the Reference Obligations in Reference Pool A also comprise a part of the STACR 2017-DNA1 reference pool as of the Cut-off Date. Pursuant to the STACR 2017-DNA1 transaction and the ACIS 2017-DNA1 transaction, we previously transferred a portion of the credit risk on the STACR 2017-DNA1 reference pool, including approximately 10% of the credit risk on such reference pool represented by the STACR 2017-DNA1 Class B-2 and Class B-2H reference tranches, in the aggregate, which reference tranches correspond approximately to the Class B-2A, Class B-2HA and Class B-3HA Reference Tranches in this transaction. Following the closing of this transaction, as a result of the STACR 2017-DNA1 transaction, the

ACIS 2017-DNA1 transaction and this transaction, we will have transferred, in the aggregate, (i) approximately 25% of that portion of the credit risk on the STACR 2017-DNA1 reference pool represented by the portion of the STACR 2017-DNA1 Class B-2 and Class B-2H reference tranches corresponding approximately to the Class B-2A and Class B-2HA Reference Tranches in this transaction and will retain approximately 75% of such portion of credit risk and (ii) approximately 10% of that portion of the credit risk on the STACR 2017-DNA1 reference pool represented by the portion of the STACR 2017-DNA1 Class B-2 and Class B-2H reference tranches corresponding approximately to the Class B-3HA Reference Tranche in this transaction and will retain approximately 90% of such portion of credit risk.

#### ***Reference Pool B***

All of the Reference Obligations in Reference Pool B also comprise a part of the STACR 2017-DNA2 reference pool as of the Cut-off Date. Pursuant to the STACR 2017-DNA2 transaction and the ACIS 2017-DNA2 transaction, we previously transferred a portion of the credit risk on the STACR 2017-DNA2 reference pool, including approximately 10% of the credit risk on such reference pool represented by the STACR 2017-DNA2 Class B-2 and Class B-2H reference tranches, in the aggregate, which reference tranches correspond approximately to the Class B-2B, Class B-2HB and Class B-3HB Reference Tranches in this transaction. Following the closing of this transaction, as a result of the STACR 2017-DNA2 transaction, the ACIS 2017-DNA2 transaction and this transaction, we will have transferred, in the aggregate, (i) approximately 25% of that portion of the credit risk on the STACR 2017-DNA2 reference pool represented by the portion of the STACR 2017-DNA2 Class B-2 and Class B-2H reference tranches corresponding approximately to the Class B-2B and Class B-2HB Reference Tranches in this transaction and will retain approximately 75% of such portion of credit risk and (ii) approximately 10% of that portion of the credit risk on the STACR 2017-DNA2 reference pool represented by the portion of the STACR 2017-DNA2 Class B-2 and Class B-2H reference tranches corresponding approximately to the Class B-3HB Reference Tranche in this transaction and will retain approximately 90% of such portion of credit risk.

#### ***Reference Pool C***

All of the Reference Obligations in Reference Pool C also comprise a part of the STACR 2017-DNA3 reference pool as of the Cut-off Date. Pursuant to the STACR 2017-DNA3 transaction and the ACIS 2017-DNA3 transaction, we previously transferred a portion of the credit risk on the STACR 2017-DNA3 reference pool, however, we have not previously transferred any of the credit risk on such reference pool represented by the portion of the STACR 2017-DNA3 Class B-2H reference tranche corresponding approximately to the Class B-2C, Class B-2HC and Class B-3HC Reference Tranches in this transaction. Following the closing of this transaction, as a result of the STACR 2017-DNA3 transaction, the ACIS 2017-DNA3 transaction and this transaction, (i) we will have transferred, in the aggregate, approximately 25% of that portion of the credit risk on the STACR 2017-DNA3 reference pool represented by the portion of the STACR 2017-DNA3 Class B-2H reference tranche corresponding approximately to the Class B-2C and Class B-2HC Reference Tranches in this transaction and will retain approximately 75% of such portion of credit risk and (ii) we will retain 100% of that portion of the credit risk on the STACR 2017-DNA3 reference pool represented by the portion of the STACR 2017-DNA3 Class B-2H reference tranche corresponding approximately to the Class B-3HC Reference Tranche in this transaction.

#### ***Reference Pool D***

All of the Reference Obligations in Reference Pool D also comprise a part of the STACR 2018-DNA1 reference pool as of the Cut-off Date. Pursuant to the STACR 2018-DNA1 transaction and the ACIS 2018-DNA1 transaction, we previously transferred a portion of the credit risk on the STACR 2018-DNA1 reference pool, however, we have not previously transferred any of the credit risk on such reference pool represented by the portion of the STACR 2018-DNA1 Class B-2H reference tranche corresponding approximately to the Class B-2D, Class B-2HD and Class B-3HD Reference Tranches in this transaction. Following the closing of this transaction, as a result of the STACR 2018-DNA1 transaction, the ACIS 2018-DNA1 transaction and this transaction, (i) we will have transferred, in the aggregate, approximately 25% of that portion of the credit risk on the STACR 2018-DNA1 reference pool represented by the portion of the STACR 2018-DNA1 Class B-2H

reference tranche corresponding approximately to the Class B-2D and Class B-2HD Reference Tranches in this transaction and will retain approximately 75% of such portion of credit risk and (ii) we will retain 100% of that portion of the credit risk on the STACR 2018-DNA1 reference pool represented by the portion of the STACR 2018-DNA1 Class B-2H reference tranche corresponding approximately to the Class B-3HD Reference Tranche in this transaction.

***EU Retention Requirement***

On the Closing Date, we will enter into the EU Risk Retention Letter irrevocably restricting our ability to transfer or hedge more than a 95% *pro rata* share of the credit risk on any of:

(i) with respect to Reference Pool A: (A) the Class A-HA Reference Tranche, (B) the Class MB-HA Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA1 reference pool previously transferred through the issuance of the STACR 2017-DNA1 transaction and the entering into the ACIS 2017-DNA1 transaction), (C) the Class B-2A and Class B-2HA Reference Tranches (in the aggregate) (which will take into account the credit risk with respect to the STACR 2017-DNA1 reference pool previously transferred through the issuance of the STACR 2017-DNA1 transaction) and (D) the Class B-3HA Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA1 reference pool previously transferred through the issuance of the STACR 2017-DNA1 transaction);

(ii) with respect to Reference Pool B: (A) the Class A-HB Reference Tranche, (B) the Class MB-HB Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA2 reference pool previously transferred through the issuance of the STACR 2017-DNA2 transaction and the entering into the ACIS 2017-DNA2 transaction), (C) the Class B-2B and Class B-2HB Reference Tranches (in the aggregate) (which will take into account the credit risk with respect to the STACR 2017-DNA2 reference pool previously transferred through the issuance of the STACR 2017-DNA2 transaction) and (D) the Class B-3HB Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA2 reference pool previously transferred through the issuance of the STACR 2017-DNA2 transaction);

(iii) with respect to Reference Pool C: (A) the Class A-HC Reference Tranche, (B) the Class MB-HC Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA3 reference pool previously transferred through the issuance of the STACR 2017-DNA3 transaction and the entering into the ACIS 2017-DNA3 transaction), (C) the Class B-2C and Class B-2HC Reference Tranches (in the aggregate) and (D) the Class B-3HC Reference Tranche; or

(iv) with respect to Reference Pool D: (A) the Class A-HD Reference Tranche, (B) the Class MB-HD Reference Tranche (which will take into account the credit risk with respect to the STACR 2018-DNA1 reference pool previously transferred through the issuance of the STACR 2018-DNA1 transaction and the entering into the ACIS 2018-DNA1 transaction), (C) the Class B-2D and Class B-2HD Reference Tranches (in the aggregate) and (D) the Class B-3HD Reference Tranche.

## SUMMARY

*This summary highlights selected information and does not contain all of the information that you need to make your investment decision. It provides general, simplified descriptions of matters that, in some cases, are highly technical and complex. More detail is provided in other sections of this Memorandum and in the other documents referred to herein. Do not rely upon this summary for a full understanding of the matters you need to consider for any potential investment in the Notes. To understand the terms of the offering of the Notes, carefully read this entire Memorandum and the other documents referred to herein. You will find definitions of the capitalized terms used in this Memorandum in the “Glossary of Significant Terms.”*

**Transaction Overview** . . . . . On the Closing Date, the Trust will issue the Exchangeable Notes, and the Exchangeable Notes will be deemed to have been exchanged in whole or in part, as applicable, for the Class B-2 Notes. The Notes will pay interest at the rates and times, and the principal amount thereof will be payable on the dates, described under “— *Payments on the Notes*” below. The Notes will be scheduled to mature on the Payment Date in September 2047, but will be subject to redemption prior thereto if certain events occur that result in the designation of an Early Termination Date with respect to the Collateral Administration Agreement. In addition, each Class of Exchangeable Notes will be subject to redemption prior to the Scheduled Maturity Date if certain events occur that result in the designation of a Class Redemption Date with respect to such Class of Exchangeable Notes. A Class Redemption Date with respect to an Exchangeable Note that has been exchanged for a MAC Note will result in any amounts payable with respect to such exchanged Exchangeable Note being allocated to such MAC Note on such Class Redemption Date. See “*Description of the Notes — Scheduled Maturity Date, Early Redemption Date and Class Redemption Dates*”.

The Trust will use the aggregate net proceeds realized from the sale of the Notes to purchase Eligible Investments. From time to time, the Trust will acquire additional Eligible Investments with proceeds realized upon the maturity or redemption or other prepayment of existing Eligible Investments. On each Payment Date, the Trust will pay interest on the Notes from (i) investment earnings on the Eligible Investments, (ii) the Transfer Amount due from us with respect to such Payment Date under the Collateral Administration Agreement and (iii) the Index Component Contribution due from us with respect to such Payment Date under the Capital Contribution Agreement.

On the Closing Date, we will enter into the Collateral Administration Agreement and the Capital Contribution Agreement with the Trust and the Indenture Trustee.

Under the Collateral Administration Agreement, subject to the satisfaction of certain conditions, in any given calendar month we will be required to pay the Transfer Amount and Return Reimbursement Amount, if any, to the Trust and the Trust will be required to pay the Return Amount, if any, to us. The Collateral Administration Agreement and Capital Contribution Agreement will permit netting of the Return Amount due on any Payment Date against the Transfer Amount, Return Reimbursement Amount and Capital Contribution Amount due on the Business Day immediately prior to such Payment



Date. As a result, only one party (i.e., either the Trust or us) will actually make a payment to the other in connection with any Payment Date. See *“The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — Netting of Payments”*.

Each of the Collateral Administration Agreement and the Capital Contribution Agreement will terminate in their entirety on, and no further payments will be made by us to the Trust or by the Trust to us, as applicable, after, the Termination Date (whether on or prior to the Scheduled Maturity Date, including as the result of the designation of the Early Termination Date).

<b>Sponsor</b> .....	Freddie Mac. See <i>“We are In Conservatorship; Potential Receivership”</i> , <i>“Additional Information”</i> , <i>“Freddie Mac”</i> , <i>“Risk Factors — Governance and Regulation”</i> and <i>“Risk Factors — Risks Relating to Freddie Mac”</i> .
<b>Indenture Trustee</b> .....	U.S. Bank National Association.
<b>Owner Trustee</b> .....	Wilmington Trust, National Association.
<b>Exchange Administrator</b> .....	U.S. Bank National Association.
<b>Investment Manager</b> .....	BlackRock Financial Management, Inc.
<b>Administrator</b> .....	Freddie Mac.
<b>Custodian</b> .....	U.S. Bank National Association.
<b>The Trust</b> .....	The Freddie Mac STACR Trust 2019-FTR3 is a statutory trust under the laws of the State of Delaware. The purpose of the Trust is limited to engaging in the following activities: (a) to enter into and perform its obligations under the Collateral Administration Agreement; (b) to enter into and perform its obligations under the Capital Contribution Agreement; (c) to enter into and perform its obligations under the Indenture; (d) to enter into and perform its obligations under the Investment Management Agreement; (e) to enter into and perform its obligations under the Administration Agreement; (f) to enter into and perform its obligations under the Account Control Agreement; (g) to enter into and perform its obligations under the Note Purchase Agreement; (h) to issue the Notes pursuant to the Indenture and the Owner Certificate pursuant to the Trust Agreement; (i) to enter into and perform its obligations under the other Basic Documents; (j) to invest the proceeds of the sale of the Notes in Eligible Investments and to invest the proceeds realized upon the maturity or redemption or other prepayment of Eligible Investments in additional Eligible Investments, from time to time, as contemplated in the Trust Agreement; and (k) to engage in such other activities, including entering into and performing its obligations under any other agreements that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith.

The Trust Assets will be comprised of all right, title and interest of the Trust in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Basic Documents, (b) the Distribution Account and any amounts from time to time on deposit

therein, (c) the Custodian Account and any amounts from time to time on deposit therein, (d) all Eligible Investments and all income realized from the investment thereof, (e) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (f) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust.

All of the Trust Assets, other than the Trust's rights under the Collateral Administration Agreement and the Capital Contribution Agreement, will be pledged to secure the Trust's payment obligations under the Collateral Administration Agreement. In addition, all of the Trust Assets will be pledged to secure the Trust's payment obligations to the Noteholders under the Indenture.

<b>The Notes</b> .....	On the Closing Date, the Trust will issue the Notes pursuant to the Indenture.
<b>Exchangeable Notes</b> .....	The Class B-2A Notes, the Class B-2B Notes, the Class B-2C Notes and the Class B-2D Notes.
<b>MAC Notes</b> .....	The Class B-2 Notes.
<b>Exchangeable Notes and MAC Notes</b> .....	The Exchangeable Notes, in whole or in part, will be modifiable and combinable with the MAC Notes (and vice versa) as shown in <u>Table 2</u> .
<b>Closing Date</b> .....	On or about December 17, 2019.
<b>Scheduled Maturity Date</b> .....	The Payment Date in September 2047.
<b>Record Date</b> .....	The Business Day immediately preceding a Payment Date, with respect to Book-Entry Notes, and the last Business Day of the month preceding a Payment Date, with respect to Definitive Notes.
<b>Use of Proceeds</b> .....	The Indenture Trustee will use the cash proceeds from the sale of the Notes to purchase Eligible Investments. The Indenture Trustee will use the earnings on and proceeds of the Eligible Investments to make any payments of Return Amounts to us and, together with any Transfer Amounts, Return Reimbursement Amounts and Capital Contribution Amounts paid by us to the Trust, to make payments of principal and interest on the Notes.
<b>Ratings of the Notes</b> .....	The Notes will not be rated and we have no obligation to obtain ratings for the Notes in the future. The absence of ratings may adversely affect the ability of an investor to purchase or retain, or otherwise impact the liquidity, market value and regulatory characteristics of, the Notes.
<b>The Offering</b> .....	The Notes are being offered and sold only (i) in the United States to "qualified institutional buyers," as such term is defined in Rule 144A under the Securities Act, and (ii) in "offshore transactions" to persons that are not "U.S. persons," as such terms are defined in, and in

accordance with, Regulation S under the Securities Act. See “*Notice to Investors*”.

**Transfer of the Notes** . . . . . Transfers of interests in the Notes will be subject to certain restrictions. See “*Risk Factors — Lack of Liquidity*”.

**Payments on the Notes** . . . . . The Trust will be required to pay the Interest Payment Amount on the Notes in arrears on the 25<sup>th</sup> day of each calendar month, commencing in January 2020 and ending on the Maturity Date, or if any such day is not a Business Day, on the first Business Day thereafter. On each Payment Date, the Interest Payment Amount for one or more Classes of Exchangeable Notes may be reduced as a result of Modification Events that reduce the yield on the Corresponding Reference Obligations. See “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches*”.

With respect to each Reference Pool, on each Payment Date prior to the Maturity Date on which certain tests related to minimum credit enhancement for the Corresponding Class A-H Reference Tranche and net losses and delinquencies for such Reference Pool are satisfied, the Trust will pay principal on each Class of Exchangeable Notes (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) in an amount equal to the portion of the Senior Reduction Amount and/or Subordinate Reduction Amount, as applicable, allocated to the Corresponding Class of Reference Tranche on such Payment Date. If such tests are not satisfied, the Subordinate Reduction Amount will be zero and principal payments may not be made on the Corresponding Class of Notes. With respect to any Class of Notes, the amount of principal that is due on any Payment Date will reflect any Tranche Write-up Amounts and Tranche Write-down Amounts with respect to the Corresponding Reference Pool and the related Reporting Period, as applicable. See “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount*”.

In addition, in connection with any Credit Event or Modification Event that results in any Tranche Write-down Amounts being allocated to any Class of Reference Tranche on a Payment Date, the Class Principal Balance of any Corresponding Class of Notes will be reduced by such amount allocated thereto (without regard to any exchanges of Exchangeable Notes for MAC Notes). In addition, if any Tranche Write-down Amounts are allocated to a Class or Classes of Reference Tranches corresponding to a Class or Classes of Notes on any Payment Date, the Trust will owe us a Return Amount on such Payment Date equal to the aggregate amount of Tranche Write-down Amounts so allocated to reduce the Class Principal Balances of the Notes (without regard to any exchanges of Exchangeable Notes for MAC Notes). See “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches*”. Any such reduction in the Class Principal Balance of any outstanding Class of Notes will result in a lower amount of interest payable on such Class of Notes on subsequent Payment Dates. See “*Prepayment and Yield Considerations — Credit Events and Modification Events*”.

On the Maturity Date, the Trust will be required to pay the Class Principal Balance for each Class of Exchangeable Notes outstanding (without regard to any exchanges of Exchangeable Notes for MAC Notes). If on any Payment Date any MAC Notes are outstanding, all principal amounts that are payable by the Trust on Exchangeable Notes that were exchanged for such MAC Notes will be allocated to, and paid to the Holders of, such MAC Notes in accordance with the applicable exchange proportions.

The Notes will be subject to mandatory redemption prior to the Scheduled Maturity Date upon the termination of the Collateral Administration Agreement. The Notes will be subject to acceleration at any time upon the occurrence of an Indenture Event of Default (see “*Description of the Notes — Scheduled Maturity Date, Early Redemption Date and Class Redemption Dates*” and “*The Agreements — The Indenture — Indenture Events of Default*”).

On each Payment Date on which the Trust is required to pay a Return Amount, the Trust will allocate proceeds of the Eligible Investments to such payment before allocating any proceeds of such Eligible Investments to pay amounts owed on the Notes, including any related Notes Retirement Amount payable by the Trust. This will coincide with the Tranche Write-down Amount being allocated to the Corresponding Class of Reference Tranche and the corresponding reduction of the Class Principal Balance of such Class of Notes. See “*Status and Subordination*”.

## **Prepayment and Yield**

**Considerations** . . . . . The Class Principal Balance of any outstanding Class of Exchangeable Notes (without giving effect to any exchanges of Exchangeable Notes for MAC Notes) will be reduced to the extent of any Tranche Write-down Amounts that are allocated to reduce the Class Notional Amount of the Corresponding Class of Reference Tranche. Any such reduction in principal will result in a corresponding reduction in the Interest Payment Amount with respect to such Class of Notes on subsequent Payment Dates.

The yield to maturity on the Notes will also be sensitive to changes in the rate of One-Month LIBOR.

Because the Reference Obligations can be prepaid at any time, it is not possible to predict the rate at which Holders will receive payments of principal.

See “*Prepayment and Yield Considerations*”.

**Status and Subordination** . . . . . The Notes and the obligation of the Trust to pay Return Amounts to us will be limited recourse obligations of the Trust. With respect to any Payment Date, Eligible Investments will be liquidated in the amount necessary to pay the net Return Amount owed by the Trust to us, if any, the amount of principal owed by the Trust on the Notes, if any, and the Notes Retirement Amount owed by the Trust to us, if any. The proceeds of such liquidated Eligible Investments will be allocated to payment of the Return Amount, if any, owed to us with respect to such Payment Date before being allocated to payments of

principal on the Notes and to payment of Notes Retirement Amount to us with respect to such Payment Date. Allocations to each Class of Notes will be made solely by reference to the Corresponding Reference Pool. See *“Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Modification Loss Amount”*.

Pursuant to the Indenture, each Class of Exchangeable Notes will be subject to (i) principal write-downs as a result of Credit Events or Modification Events with respect to the Reference Obligations in the Corresponding Reference Pool and (ii) interest amount reductions as a result of Modification Events with respect to the Reference Obligations in the Corresponding Reference Pool. See *“Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Modification Loss Amount”* and *“— Allocation of Modification Gain Amount”*; *“Description of the Notes — Interest”*; *“Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount”*; *“Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-down Amounts”*; and *“Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-up Amounts”*.

**Eligible Investments** . . . . . The Trust will use the proceeds of the sale of the Notes to purchase Eligible Investments. From time to time, the Trust will acquire additional Eligible Investments with the proceeds realized upon the maturity or redemption or other prepayment of existing Eligible Investments. At the time of purchase, Eligible Investments will be required to satisfy the criteria set forth in the definition of “Eligible Investments” in the *“Glossary of Significant Terms”*. Eligible Investments will be required to mature within 60 days (or more in the case of investments satisfying clause (b) of the definition of “Eligible Investments” in the *“Glossary of Significant Terms”*) of the date on which they were purchased. Unused proceeds received from the maturity of Eligible Investments will be reinvested in additional Eligible Investments as described herein.

**Collateral Administration Agreement and Capital Contribution Agreement** . . . . . On the Closing Date, we will enter into the Collateral Administration Agreement with the Trust and the Indenture Trustee pursuant to which the Trust will provide credit protection to us with respect to the Reference Pools.

Under the Collateral Administration Agreement, we will be required to pay to the Trust the Transfer Amount and Return Reimbursement Amount, if any, on the Business Day prior to each Payment Date. See *“The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — The Collateral Administration Agreement”*.

Under the Collateral Administration Agreement, the Trust will be required, subject to the satisfaction of certain conditions, to pay the applicable Return Amount to us based on the Credit Events and Modification Events that occurred during the related Reporting Period.

On the Closing Date, we will also enter into the Capital Contribution Agreement with the Trust and the Indenture Trustee. Under the Capital Contribution Agreement, we will be required to pay to the Trust the Capital Contribution Amount, if any, on the Business Day prior to each Payment Date. See “*The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — The Capital Contribution Agreement*”.

The Collateral Administration Agreement and Capital Contribution Agreement will permit netting of the Return Amount owed to us by the Trust on any Payment Date against any Transfer Amount, Return Reimbursement Amount and Capital Contribution Amount owed to the Trust by us on the Business Day immediately prior to such Payment Date. As a result, only one party (i.e., either the Trust or us) will actually make a payment to the other in connection with any Payment Date. See “*The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — Netting of Payments*”.

After the payment of any Notes Retirement Amount on any Payment Date, the amounts of any Return Amount, Transfer Amount and Return Reimbursement Amount owed under the terms of the Collateral Administration Agreement for succeeding Payment Dates will be reduced, as applicable, as a result of the adjustment in the Class Notional Amount of any related Class of Reference Tranche corresponding to such retired Notes in connection with the payment of such Notes Retirement Amount.

**Reference Pools** . . . . . Each Reference Pool will consist of certain specified Reference Obligations. The Reference Obligations in each Reference Pool are mortgage loans that meet the Eligibility Criteria for such Reference Pool, including certain loan-to-value thresholds, and must have no Underwriting Defects, Major Servicing Defects or Minor Servicing Defects that were known to us as of November 4, 2019. See “*General Mortgage Loan Purchase and Servicing — Servicing Standards*” and “— *Quality Control Process*” in Appendix B for a description of how Major Servicing Defects, Minor Servicing Defects and Underwriting Defects may be discovered through our quality control processes.

See Annex 1-A, Annex 1-B, Annex 1-C and Annex 1-D for additional information about Reference Pool A, Reference Pool B, Reference Pool C and Reference Pool D, respectively. See Annex 2 for information about all of the Reference Pools collectively.

**Notes Acquired by Us** . . . . . We may, from time to time, purchase or otherwise acquire some or all of any Class of Notes at any price or prices, in the open market or otherwise. Notes of any particular Class we hold or acquire will have an equal and proportionate benefit to Notes of the same Class held by other Holders, without preference, priority or distinction, except that



in determining whether the Holders of the required percentage of the outstanding Class Principal Balance of the Notes have given any required demand, authorization, notice, consent or waiver under the Indenture, any Notes owned by us or any person directly or indirectly controlling or controlled by or under direct or indirect common control with us will be disregarded and deemed not to be outstanding for the purpose of such determination. See “*The Agreements — The Indenture — Indenture Events of Default*”. Any Notes that we hold may be held as investment and may be sold from time to time in our sole discretion. Pursuant to the Indenture, we have the right to cause any Notes we acquire to be retired by the Trust. See “*The Agreements — The Indenture — Optional Retirement of Notes Owned by Freddie Mac*”.

**Legal Status** . . . . . The Notes will be issued by the Trust. The Notes will have limited recourse to the Trust Assets, subordinate to our claims under the Collateral Administration Agreement and the Indenture. The Notes will be obligations (or interests in such obligations) of the Trust only. MAC Notes will represent interests in the Exchangeable Notes exchanged for such MAC Notes. **The United States does not guarantee the Notes or any interest or return of discount on the Notes. The Notes are not debts or obligations (or interests in debts or obligations) of us or the United States or any agency or instrumentality of the United States.**

**Certain Relationships and**

**Affiliations** . . . . . We will be the Sponsor and Administrator and will pay the Fees and Expenses of the Transaction Parties and the Trust. Further, we guarantee any PCs that are backed by Reference Obligations. Our obligations under such guarantees are not collateralized. These roles and our relationships with the related sellers and servicers of mortgage loans that are Reference Obligations may give rise to conflicts of interest as further described in this Memorandum under “*Risk Factors — The Interests of the Transaction Parties and Others May Conflict With and be Adverse to the Interests of the Noteholders — Our Interests May Not Be Aligned With the Interests of the Noteholders*”.

Furthermore, as described in “*Risk Factors — The Interests of the Transaction Parties and Others May Conflict With and be Adverse to the Interests of the Noteholders — Potential Conflicts of Interest of the Initial Purchasers and their Affiliates*”, certain of the Initial Purchasers are affiliated with specific sellers and servicers of Reference Obligations and the aggregate UPB of the Reference Obligations (as of the Cut-off Date) related to each such seller and servicer exceeded 1% of the Cut-off Date Balance of a Reference Pool. You should be aware that other Initial Purchasers may be affiliated with sellers and/or servicers of Reference Obligations, but the aggregate UPB of the Reference Obligations (as of the Cut-off Date) related to any such seller and/or servicer did not exceed 1% of the Cut-off Date Balance of a Reference Pool.

**Interest** . . . . . Each Class of Notes will bear interest, and solely for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts, the Class MB-H Reference Tranches and the Class B-3H Reference Tranches will be deemed to bear interest calculated pursuant to the applicable Class Coupon formula shown in Table 1. The initial Class Coupons that will apply to the first Accrual Period are also shown in Table 1. The Indenture Trustee will calculate the Class Coupon for the Notes and the Class MB-H Reference Tranches and the Class B-3H Reference Tranches for each Accrual Period (after the first Accrual Period) on the applicable LIBOR Adjustment Date. The Indenture Trustee will determine One-Month LIBOR using the method described in the definition of “One-Month LIBOR” in the “*Glossary of Significant Terms*”. If ICE ceases to set or publish a rate for LIBOR and/or we determine that the customary method for determining LIBOR is no longer viable, we may elect to designate an alternative method or alternative index. In making an election to use any alternative method or index, we may take into account a variety of factors, including then-prevailing industry practices or other developments. We may also, for any period, apply an adjustment factor to any alternative method or index as we deem appropriate to better achieve comparability to the current index and other industry practices. See “*Description of the Notes — Interest*”.

Interest on the Notes will be payable monthly in arrears on each Payment Date commencing in January 2020. On any Payment Date, the Interest Payment Amount for one or more Classes of Notes may be reduced as a result of Modification Events during the related Reporting Period that reduce the yield on the Corresponding Reference Obligations. See “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Modification Loss Amount*”.

**United States Federal Income Tax**

**Consequences** . . . . . The Trust will receive an opinion from Shearman & Sterling LLP that, although the tax characterizations are not free from doubt, the Exchangeable Notes, including Notes sold by virtue of a sale of related MAC Notes, will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. The Trust, Freddie Mac and each Beneficial Owner of a Note, by acceptance of such Note, will agree to treat such Note in the manner described above unless a change in law or administrative practice requires a Note to be treated in some other manner. See “*Certain United States Federal Tax Consequences — Treatment of the Notes*.”

To the extent payments on the Exchangeable Notes (and related MAC Notes) are treated as interest with respect to the interest-bearing collateral arrangement, such interest will be eligible for the portfolio interest exemption subject to certain exceptions and requirements. To the extent payments on the Exchangeable Notes (and related MAC Notes) are treated as guarantee fees, Shearman & Sterling LLP is of the opinion that such payments generally will be foreign source for

Non-U.S. Beneficial Owners that are not engaged in the conduct of a U.S. trade or business. Accordingly, Shearman & Sterling LLP is of the opinion that such payments will not be subject to U.S. withholding tax. Potential investors that are Non-U.S. Beneficial Owners should consult with their tax advisors. See “*Certain United States Federal Tax Consequences — Non-U.S. Beneficial Owners — Exchangeable Notes and MAC Notes.*”

In the opinion of Shearman & Sterling LLP, although the matter is not free from doubt, neither the Trust nor any portion thereof will be classified as an association taxable as a corporation, a publicly traded partnership taxable as a corporation or a taxable mortgage pool taxable as a corporation for U.S. federal income tax purposes. In addition, in the opinion of Shearman & Sterling LLP, the Trust will not be treated as engaged in the conduct of a U.S. trade or business as a result of its contemplated activities. See “*Certain United States Federal Tax Consequences — Treatment of the Trust.*”

The MAC Notes represent interests in the Exchangeable Notes for U.S. federal income tax purposes. The MAC Pool will be classified as a grantor trust for U.S. federal income tax purposes. See “*Certain United States Federal Tax Consequences*” for additional information.

**Legal Investment** . . . . . To the extent that your investment activities are subject to investment laws and regulations, regulatory capital requirements or review by regulatory authorities, you may be subject to restrictions on investment in the Notes. You should consult your legal, tax and accounting advisers for assistance in determining the suitability of and consequences to you of the purchase, ownership and sale of the Notes.

You should be aware that the Notes do not represent an interest in and are not secured by any Reference Pool or any Reference Obligation and that the Notes do not represent obligations of Freddie Mac.

The Notes will not constitute “mortgage related securities” for purposes of SMMEA.

See “*Legal Investment*” for additional information.

**ERISA Considerations** . . . . . The Notes and MAC Notes may not be acquired or held by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. See “*Certain ERISA Considerations*”.

**Investment Company Act** . . . . . The Trust has not registered and will not register with the SEC as an investment company under the Investment Company Act in reliance on Section 2(b) of the Investment Company Act. The Trust has been structured with the intent that it will not constitute a “covered fund” for purposes of the Volcker Rule. See “*Risk Factors — Investment Factors and Risks Related to the Notes — Risks Associated with the Investment Company Act*” and “— *Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Notes, Which May Limit Investors’ Ability to Sell the Notes*”.

**Commodity Pool Considerations . . . .** We do not consider the Trust to be a “commodity pool” as such term is defined in the Commodity Exchange Act and, therefore, no person associated with the Trust should be subject to registration with the CFTC as a CPO. If we subsequently determine that the Trust is a “commodity pool,” then we or another Transaction Party may be subject to CPO registration absent an exemption. In this case, we may either (i) cause an early termination of the Collateral Administration Agreement, which would result in redemption of the Notes prior to the Scheduled Maturity Date, or (ii) we, or another Transaction Party, may register as a CPO. If we determine that the Trust is a “commodity pool” under the Commodity Exchange Act, we will direct the Indenture Trustee to notify Noteholders as to our proposed course of action, including whether we intend to claim an exemption from CPO registration, effect an early redemption of the Notes, or register as a CPO. You should consult your legal advisors to determine whether, and to what extent, you would be impacted if the Trust were to be deemed a “commodity pool” and investments in the Notes were to be deemed an investment in commodity interests that could subject the investor to regulation as a “commodity pool”. See *“Risk Factors — Investment Factors and Risks Related to the Notes — Risks Associated with the Commodity Exchange Act”* in this Memorandum.

## RISK FACTORS

### General

You should carefully consider the risk factors discussed below in conjunction with and in addition to the other information contained in this Memorandum before making an investment in the Notes. In particular, you should be aware that:

- The risks and uncertainties described below are not the only ones relating to the Notes. Additional risks and uncertainties not presently known or that are currently deemed immaterial also may impair an investment in the Notes. If any of the following risks actually occur, an investment in the Notes could be materially and adversely affected.
- The risks and uncertainties of a MAC Note reflect the risks and uncertainties of the Exchangeable Notes that may be exchanged for such MAC Note. Accordingly, investors in MAC Notes should consider the risks described herein with respect to the Exchangeable Notes as if they were investing directly in such Exchangeable Notes.
- This Memorandum contains forward-looking statements that involve risks and uncertainties. Actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks described below and elsewhere in this Memorandum.
- Each prospective investor is responsible for determining whether the Notes constitute a legal investment for such prospective investor.
- The Notes will not constitute “mortgage related securities” for purposes of SMMEA, and the Notes may be regarded as high-risk, derivative, risk-linked or otherwise complex securities. The Notes should not be purchased by prospective investors who are prohibited from acquiring securities having the foregoing characteristics.
- The Notes are not suitable investments for all prospective investors. The Notes are complex financial instruments. Because each Class of Exchangeable Notes is linked to the Corresponding Reference Pool and the Corresponding Class of Reference Tranche established pursuant to the related hypothetical structure described in “*Transaction Overview*”, you should not purchase any Note unless you or your financial advisors possess the necessary expertise to analyze the potential risks associated with an investment in mortgage securities.
- You should not purchase any Notes unless you understand, and are able to bear, the prepayment, credit, liquidity, market and other risks associated with the Notes.
- You should not construe the issuance of the Notes as an endorsement of the Notes or the performance of the Reference Obligations or the Eligible Investments by any of the Trust, us, the Initial Purchasers, the Indenture Trustee, the Owner Trustee, any of their respective affiliates or any other person.
- Principal and interest payments on the Notes will be subordinated to the Trust’s obligations to pay us under the Collateral Administration Agreement.
- Although investment earnings on Eligible Investments in the Custodian Account will be deposited in the Distribution Account prior to each Payment Date, such amounts may be less than the amounts needed to pay the full amount of interest payable on the related Payment Date. If we do not make payments required under the Collateral Administration Agreement or the Capital Contribution Agreement, the Trust may be unable to pay the full amount of interest payable on the Notes.
- If we fail to pay any Return Reimbursement Amount, or any amount we are required to pay in respect of the Transfer Amount or Capital Contribution Amount with respect to any Payment Date, there may be insufficient funds available to pay principal or interest, as applicable, on the Notes on such Payment Date.
- There can be no assurance that losses will not occur on any Eligible Investments, and the Noteholders may be exposed to the risk of loss on the Eligible Investments, to the extent that we

fail to cover such losses by paying the Capital Contribution Amount, in full, when due. In addition, there will be no issuer concentration limits on the amounts that may be invested in a single Eligible Investment.

- The Notes will be obligations of the Trust only and will be payable without recourse to the Trust except to the extent of the Collateral, which the Trust will pledge on the Closing Date to the Indenture Trustee for the benefit of us and the Noteholders.
- The Notes will not be obligations of or interests in us or our affiliates, will not be insured or guaranteed by any governmental agency or other person and will not be covered by any reserve fund upon the insolvency or receivership of the Trust or us.
- The Notes neither will represent an interest in nor will be secured by the Reference Obligations, and the Notes will not represent a participation or other interest in the Reference Obligations. Accordingly, prospective investors should not look to the Reference Obligations as a source of payments on the Notes.
- The Notes will be subject to redemption on the Early Redemption Date and each Class of Exchangeable Notes will be subject to redemption on the Class Redemption Date for such Class of Exchangeable Notes. A Class Redemption Date with respect to an Exchangeable Note that has been exchanged for a MAC Note will result in any amounts payable with respect to such exchanged Exchangeable Note being allocated to such MAC Note on such Class Redemption Date. Holders of Notes that were purchased at a premium may not recover their investments in such Notes if an early redemption occurs.

#### **Risks Associated with the Collateral Administration Agreement and the Capital Contribution Agreement**

##### ***The Notes are Subordinate to Certain Payments Payable to Us***

Under the Collateral Administration Agreement, on any Payment Date, the Trust may be required to pay a Return Amount to us equal to the aggregate amount of Tranche Write-down Amounts, if any, allocated to the Notes on such Payment Date (before giving effect to payments to Noteholders made on such Payment Date). If a Return Amount is payable to us on a Payment Date, the Trust will make such payment prior to payments to the Noteholders from the Distribution Account. As a result, the amounts available to make payments of principal on the Notes will be reduced to the extent of any payments to us of Return Amounts.

##### ***Our Payments are not Guaranteed by the United States or any Other Person***

The United States does not guarantee our payment obligations under the Collateral Administration Agreement or the Capital Contribution Agreement. Our obligations under the Collateral Administration Agreement and the Capital Contribution Agreement are not debts or obligations (or interests in debts or obligations) of the United States or any agency or instrumentality of the United States. In addition, the United States does not guarantee the Notes or any interest or return of discount on the Notes. The Notes are not debts or obligations (or interests in debts or obligations) of us or the United States or any agency or instrumentality of the United States.

Pursuant to the Collateral Administration Agreement, we are obligated to pay Transfer Amounts and Return Reimbursement Amounts to the Trust. Pursuant to the Capital Contribution Agreement, we are required to pay Capital Contribution Amounts to the Trust. Our obligations to make such payments under the Collateral Administration Agreement and the Capital Contribution Agreement are unsecured contractual obligations. Noteholders bear the risk that we may fail to pay any such amounts due to the Trust, which could result in a shortfall of funds available to pay interest on the Notes on the related Payment Date.

##### ***We may Assign our Obligations under the Collateral Administration Agreement and Capital Contribution Agreement to a Third Party***

Subject to the satisfaction of certain conditions described in “*The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — Assignment*”, we will be permitted to



assign our obligations under the Collateral Administration Agreement and Capital Contribution Agreement to a successor. Upon any such assignment, Noteholders would be exposed to the credit risk of such successor, and Noteholders could fail to receive the full amount of principal or interest payable on a Payment Date in the event such third party assignee does not pay the Transfer Amount, Return Reimbursement Amount and/or Capital Contribution Amount, if any, for such Payment Date. In addition, assignment to a successor may negatively impact the value and liquidity of the Notes in the secondary market.

***The Notes are Subject to an Indenture Event of Default or Redemption in the Event of an Early Termination of the Collateral Administration Agreement and the Capital Contribution Agreement***

The Collateral Administration Agreement and the Capital Contribution Agreement are subject to early termination on the Early Termination Date and, with respect to any Reference Pool, our payment obligations under the Capital Contribution Agreement and the respective payment obligations of the Trust and us under the Collateral Administration Agreement are subject to termination on the Partial Termination Date with respect to such Reference Pool.

Potential investors should consider that if an Early Termination Date or Partial Termination Date occurs, the applicable Notes, including the MAC Notes, in applicable part, will be redeemed on the corresponding Early Redemption Date or Class Redemption Date, respectively, under the Indenture. A Class Redemption Date with respect to an Exchangeable Note that has been exchanged for a MAC Note will result in any amounts payable with respect to such exchanged Exchangeable Note being allocated to such MAC Note on such Class Redemption Date. Any such early redemption may occur earlier, and may occur significantly earlier, than the Scheduled Maturity Date and investors will bear the reinvestment risk of any payment received in connection with such early redemption.

See “*The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement.*”

**Risks Relating to the Notes Being Linked to a Reference Pool**

***Each Class of Notes Bears the Risk of Credit Events and Modification Events with respect to the Corresponding Reference Pool***

The Notes are not backed or secured by the Reference Obligations and payments on the Reference Obligations will not be available or used to make payments on the Notes. However, each Class of Notes will have credit exposure to the Reference Obligations in the Corresponding Reference Pool, and the performance of and yield to maturity on each Class of Notes will be affected by the amount and timing of Credit Events and Modification Events on such Reference Obligations (and the severity of losses realized with respect thereto). See “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches*”.

A Credit Event or Modification Event in respect of a Reference Obligation may occur due to one or more of a wide variety of factors, including a decline in real estate values, and adverse changes in the related mortgagor’s financial condition and the related mortgagor’s employment. A decline in real estate values or economic conditions nationally or in the regions where the related mortgaged properties are concentrated may increase the risk of Credit Events and Modification Events with respect to the Reference Obligations (as well as the severity of the losses realized with respect thereto). In addition, Reference Obligations secured by second homes and investment properties may have a higher risk of being subject to a Credit Event or Modification Event than those secured by primary residences.

Following a Credit Event or Modification Event with respect to a Reference Obligation in any Reference Pool that results in a Tranche Write-down Amount for the related Payment Date, pursuant to the related hypothetical structure, such Tranche Write-down Amount will be applied to reduce the Class Notional Amount of the most subordinate Class of Reference Tranche for the Corresponding Reference Pool that still has a Class Notional Amount greater than zero. Because each Class of Exchangeable Notes has a Corresponding Class of Reference Tranche, any Tranche Write-down Amount allocated to a Corresponding Class of Reference Tranche pursuant to the hypothetical structure will result in an equal reduction in the Class Principal Balance of the Corresponding Class of Notes and the MAC Notes. Any such reductions in Class Principal Balance may result in

a loss of all or a portion of your investment in the Notes. See “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-down Amounts*”.

Similarly, because each Class of Exchangeable Notes has a Corresponding Class of Reference Tranche, following a Modification Event, the Modification Loss Amount, if any, allocated to a Corresponding Class of Reference Tranche pursuant to the hypothetical structure will result in a reduction in the Interest Payment Amount and/or a reduction in the Class Principal Balance of the Corresponding Class of Notes and the MAC Notes. See “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Modification Loss Amount*.”

***Holders of Notes Have No Rights or Remedies with respect to the Reference Obligations***

The Trust will not have a contractual relationship with any mortgagor. The Trust Assets will not include any Reference Obligations and Holders will have no right to vote or exercise any other right or remedy with respect to a Reference Obligation or any mortgagor’s obligations thereunder and will have no legal or equitable interest therein.

***Delay in Liquidation; Net Liquidation Proceeds May Be Less Than Mortgage Balance***

Substantial delays in distributions of principal on the Notes could be encountered in connection with the liquidation of delinquent Reference Obligations. Delays in foreclosure proceedings may ensue in certain states resulting in increased volumes of delinquent mortgage loans. Further, reimbursement for servicing advances (which for this purpose, does not include advances of delinquent interest) made by the seller/servicers and liquidation expenses such as legal fees, real estate taxes and maintenance and preservation expenses will reduce Net Liquidation Proceeds resulting in greater losses being allocated to the Notes. See “— *The Rate and Timing of Principal Payment Collections on the Reference Obligations will Affect the Yield on the Notes*”.

***The Timing of Credit Events and Modification Events (and the Severity of Losses Realized with respect Thereto) May Adversely Affect Returns on the Notes***

With respect to each Reference Pool, the timing of Tranche Write-down Amounts and the allocation of Modification Loss Amounts and the severity of losses realized with respect thereto, in each case may adversely affect the return earned on the Corresponding Class of Notes. The timing of the occurrence of Credit Events and Modification Events may significantly affect the actual yield on the Corresponding Class of Notes, even if the average rate of Credit Event occurrences and Modification Event occurrences are consistent with your expectations. In general, the earlier the occurrence of Credit Events and Modification Events, the greater the effect on the yield to maturity of the Corresponding Class of Notes. The timing of Tranche Write-down Amounts and the allocation of Modification Loss Amounts could be affected by one or more of a wide variety of factors, including the creditworthiness of the related mortgagor, the related mortgagor’s willingness and ability to continue to make payments, and the timing of market economic developments, as well as legislation, legal actions or programs that allow for the modification of mortgage loans or for mortgagors to obtain relief through bankruptcy or other avenues.

The rate and timing of the discovery and confirmation of Unconfirmed Underwriting Defects and Unconfirmed Servicing Defects, as well as the confirmation of Underwriting Defects and Major Servicing Defects, may also affect the rate and timing of principal payments on the Reference Obligations. When, through our quality control processes, we make a final determination that a Reference Obligation has an Underwriting Defect or a Major Servicing Defect, we will remove the affected Reference Obligation from the Corresponding Reference Pool and the UPB of such Reference Obligation will be treated as if it were prepaid in full concurrent with such removal. A Reference Pool Removal has the same effect on the Corresponding Reference Pool as a prepayment in full. See “*General Mortgage Loan Purchase and Servicing — Servicing Standards*” and “— *Quality Control Process*” in Appendix B for a description of our quality control processes. See also “— *Our Review of Reference Obligations That Become Credit Event Reference Obligations May Not Result in Reversed Credit Event Reference Obligations*”.

Any Tranche Write-down Amounts allocated to reduce the Class Notional Amount of a Class of Reference Tranche that corresponds to a Class of Notes will result in a corresponding reduction in the Class Principal Balance of the Corresponding Class of Notes, which will result in a reduction in the interest paid on those Notes. Therefore, the timing of Tranche Write-down Amounts allocated to reduce the Class Notional Amount of a Corresponding Class of Reference Tranche, as well as the overall amount of such Tranche Write-down Amounts, will affect your return on the Corresponding Class of Notes. In addition, to the extent that the Class Principal Balance of a Class of Notes is written down due to the allocation of Tranche Write-down Amounts, the interest that accrues on such Class of Notes will be lower than if such Notes had not been written down. It should be noted that if in the future the Class Principal Balance of such Class of Notes is written up due to the allocation of Tranche Write-up Amounts, the Holders of such Notes will not be entitled to the interest that would have accrued had such write-downs not occurred. Credit Events may ultimately be reversed, which will result in Tranche Write-up Amounts that write up the Class Notional Amounts of the related Classes of Reference Tranches. During the period in which Tranche Write-down Amounts have been allocated with respect to a Reference Pool, prior to any reversal of Credit Events, the Corresponding Class of Notes will have lost accrued interest on the Class Principal Balance that was so written down due to the allocation of such Tranche Write-down Amounts for the period of time during which the Credit Event existed and was not reversed. See “— *Investment Factors and Risks Related to the Notes — Significant Write-downs of the Notes That are Subsequently Subject to Write-ups Will Result in Lost Accrued Interest*” below. Similarly, any Modification Loss Amounts allocated to any Class of Reference Tranche will result in a corresponding reduction of the Interest Payment Amount of the Corresponding Class of Notes. Therefore, the timing of the allocation of Modification Loss Amounts, as well as the overall amount of such Modification Loss Amounts, will affect the return on the Notes.

Further, to the extent that Credit Events with respect to a Reference Pool occur and are later reversed resulting in the allocation of Tranche Write-up Amounts to write up the Class Notional Amounts of the Classes of Reference Tranches for the Corresponding Reference Pool, during the period in which the Tranche Write-up Amounts had not yet occurred, the related Minimum Credit Enhancement Test, Cumulative Net Loss Test and Delinquency Test may not be satisfied due to such Credit Events. As a result, any principal collections on the Corresponding Reference Obligations that may otherwise have been allocated to any subordinate Classes of Reference Tranches for the Corresponding Reference Pool during such period will instead be allocated to the Corresponding Class A-H Reference Tranche, thereby reducing the amount of principal that will be paid to the related Noteholders during such period.

***Our Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes***

We undertook certain limited loan review procedures with respect to various aspects of a sample of a small percentage of the Reference Obligations with respect to each of Reference Pool A, Reference Pool B, Reference Pool C and Reference Pool D, as further described in Annex 1-A, Annex 1-B, Annex 1-C and Annex 1-D, respectively, including a review of the underwriting of certain of the Reference Obligations conducted by each seller and verification of certain aspects of the Reference Obligations. See also “*General Mortgage Loan Purchase and Servicing — Quality Control Process — Performing Loan Quality Control Review*” and “— *Limitations of the Quality Control Review Process*” in Appendix B. This review was not conducted specifically in connection with the Reference Pools, but with respect to a sample of all our mortgage loans in the normal course of our quality control process. During the course of this review, certain of the Reference Obligations were included in the sample that was reviewed. In conducting these review procedures, we relied on information and resources available to us. These review procedures were intended to discover certain material discrepancies and possible Underwriting Defects in the sample of the mortgage loans (including the sampled Reference Obligations) reviewed. However, these procedures did not constitute a re-underwriting of the mortgage loans (including the sampled Reference Obligations), and were not designed or intended to discover every possible defect and may not be consistent with the type and scope of review that any individual investor would deem appropriate. In addition, to the extent that the limited review conducted revealed factors that could affect how the Reference Obligations may perform, we may have incorrectly assessed the potential significance of the discrepancies that we identified or Unconfirmed Underwriting Defects that we failed to identify. There can be no assurance that any review process conducted uncovered relevant facts that could be indicative of how the

reviewed Reference Obligations will perform. In addition, because our review was not conducted specifically in connection with the Reference Pools, but with respect to a sample of all of our mortgage loans in the normal course of our quality control process, we cannot assure you that the error rates we found in the course of our review are applicable to the Reference Pools. Investors should note that we undertook this limited loan file review with respect to only a sample of the Reference Obligations and did not undertake any loan file review for the remaining Reference Obligations. The selection of the mortgage loans that were reviewed was made by us and not by any independent third party.

Furthermore, in our limited review we did not review the sampled Reference Obligations to ensure that the originators abided by federal, state and local laws and regulations, such as consumer protection laws, in originating the loans, other than certain laws where we may face legal liability for the originators' noncompliance. We rely on representations and warranties from our sellers that the Reference Obligations have been originated and are being serviced in compliance with all applicable federal, state and local laws and regulations and on federal regulatory agencies that are responsible for enforcing laws that protect mortgagors in this regard. If a Credit Event or Modification Event occurs with respect to a Reference Obligation and we perform a review of such Reference Obligation, we do not have procedures in place to review the Reference Obligation to determine whether an Underwriting Defect exists with respect to such Reference Obligation as a result of a breach of the representation and warranty concerning compliance with all applicable federal, state and local laws and regulations. You should note that to the extent a Credit Event or Modification Event with respect to a Reference Obligation occurs and the Reference Obligation does not comply with all applicable laws, we may not discover a breach related thereto.

***Our Limited Review of a Sample of a Small Percentage of the Reference Obligations Covers Only Some of the Defects Which Could Lead to Credit Events or Modification Events and Would Not Detect All Potentially Relevant Defects***

Mortgage loan and mortgage security credit risk is influenced by various factors, including, primarily, the credit profile of the mortgagor (e.g., Credit Score, credit history and monthly income relative to debt payments), documentation level, the number of mortgagors, the features of the mortgage itself, the purpose of the mortgage, occupancy type, the type of property securing the mortgage, the LTV ratio and local and regional economic conditions, including home prices and unemployment rates. Our limited review of the Reference Obligations addresses only some of these factors. Importantly, it does not address economic conditions, unemployment rates or other factors that in the past have had, and in the future could have, a material adverse effect on the value of the Reference Obligations and the Notes. You should note that this limited review of the Reference Obligations by us only covers some of the defects which could lead to Credit Events or Modification Events.

***Our Quality Control and Quality Assurance Processes Are Not Designed to Protect Noteholders***

We undertake quality control reviews and servicing quality assurance reviews of small samples of the mortgage loans that sellers deliver to us and that servicers service for us. These processes are intended to determine, among other things, the accuracy of the representations and warranties made by the sellers in respect of the mortgage loans that are sold to us, as well as the presence of servicing related deficiencies. While you may benefit from our quality control and quality assurance processes to the extent that any Unconfirmed Underwriting Defect identified ultimately becomes an Underwriting Defect or any Unconfirmed Servicing Defect ultimately becomes a Major Servicing Defect, in each case resulting in a Tranche Write-up Amount, our processes are not designed or intended to protect Noteholders. Our quality control review and Servicing Remedy Management reviews in connection with the STACR 2017-DNA1, STACR 2017-DNA2, STACR 2017-DNA3 and STACR 2018-DNA1 transactions excluded from those reference pools any mortgage loans deemed by us to have unconfirmed underwriting defects or unconfirmed servicing defects. Since the closing of the STACR 2017-DNA1, STACR 2017-DNA2, STACR 2017-DNA3 and STACR 2018-DNA1 transactions, our quality control and Servicing Remedy Management reviews have been amended to include mortgage loans in STACR reference pools that we have identified as having unconfirmed underwriting defects or unconfirmed servicing defects. Accordingly, to the extent our quality control or quality assurance review undertaking after the closing of any of the STACR 2017-DNA1, STACR 2017-DNA2, STACR 2017-DNA3 and STACR 2018-DNA1 transactions identifies any Unconfirmed Underwriting Defect or Unconfirmed Servicing Defect with respect to



any Reference Obligations, each such Reference Obligation will be included in the Corresponding Reference Pool as of the Closing Date and will only be removed to the extent that such Unconfirmed Underwriting Defect or Unconfirmed Servicing Defect becomes an Underwriting Defect or a Major Servicing Defect, as applicable. We have ultimate discretion to determine whether or not to pursue the remediation of any issues with respect to mortgage loans identified through our quality control and quality assurance processes and have no express obligation to do so. No Reference Obligation will be removed from a Reference Pool after the Closing Date solely as a result of the determination of a Minor Servicing Defect, Unconfirmed Servicing Defect or Unconfirmed Underwriting Defect and any such Reference Obligation will remain eligible to become subject to an Underwriting Defect or a Major Servicing Defect. Any benefit that you may derive from the information associated with our standard quality control and quality assurance processes should be weighed against the fact that the mortgage loans subject to our monthly review may or may not mirror the loans that are in the initial cohort pools described in Annex 1-A, Annex 1-B, Annex 1-C and Annex 1-D. You are encouraged to make your own determination as to the extent to which you place reliance on the limited quality control and quality assurance processes we undertake. Additionally, we may at any time change our quality control and quality assurance processes in a manner that is detrimental to the Noteholders. See “*General Mortgage Loan Purchase and Servicing — Quality Control Process*” in Appendix B.

***Our Review of Reference Obligations That Become Credit Event Reference Obligations May Not Result in Reversed Credit Event Reference Obligations***

We will examine through our non-performing loan quality control process every Credit Event Reference Obligation, provided applicable representations and warranties are still in effect and the loan age is less than five years. We may, at our discretion, review Credit Event Reference Obligations with a loan age of five years or greater. You should note that certain representations and warranties may not be enforceable to the extent we have granted Collateral Representation and Warranty Relief or to the extent our ability to enforce the representations and warranties has expired. See “*General Mortgage Loan Purchase and Servicing — Sunset of Representations and Warranties*” and “*General Mortgage Loan Purchase and Servicing — Quality Control Process — Non-Performing Loan Quality Control Review*” and “*General Mortgage Loan Purchase and Servicing — Quality Control Process — Non-Performing Loan Quality Control Review*” and “*General Mortgage Loan Purchase and Servicing — Underwriting Standards — Collateral Valuation*” in Appendix B.

As of the Cut-off Date, the approximate percentages of the Corresponding Reference Obligations by Cut-off Date Balance that are subject to Collateral Representation and Warranty Relief are: 0% with respect to Reference Pool A, 0% with respect to Reference Pool B, 0% with respect to Reference Pool C and 15.6% with respect to Reference Pool D. If we determine through our non-performing loan quality control process that a Credit Event Reference Obligation has an Underwriting Defect or a Major Servicing Defect, a Class of Notes that previously had its Class Principal Balance reduced as a result of being allocated Tranche Write-down Amounts may be entitled to have its Class Principal Balance increased to the extent of any resulting Tranche Write-up Amounts that are allocated to such Class of Notes, as described under “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-up Amounts*”. It is possible, however, that Credit Event Reference Obligations with certain underwriting or servicing defects may still go undetected despite being subjected to such non-performing loan quality control review. Moreover, in the event we discover an Unconfirmed Underwriting Defect or Unconfirmed Servicing Defect, we will have the sole discretion to determine (i) whether any finding is deemed to be material, and (ii) upon concluding that a finding is material, whether to require the seller or servicer to repurchase the related Reference Obligation, whether to enter into a repurchase settlement in respect of the related Reference Obligation, and if so, for how much, or in the case of an Unconfirmed Underwriting Defect, whether we determine in our sole discretion during the related Reporting Period that such Reference Obligation is no longer acceptable to us. In addition, even if we determine that an Unconfirmed Underwriting Defect or Unconfirmed Servicing Defect exists with respect to a Reference Obligation, we cannot assure you that the related seller or servicer will ultimately repurchase or be able to repurchase such Reference Obligation or that they will agree with us on an alternative remedy (e.g., indemnification), which may result in such Reference Obligation having a delayed classification as an Underwriting Defect, Major Servicing Defect or Minor Servicing Defect.

It should be noted that our quality control process does not differentiate between the Credit Event Reference Obligations and mortgage loans that are not in a Reference Pool. We encourage you to consider the information in “*General Mortgage Loan Purchase and Servicing — Quality Control Process*” in Appendix B in determining the extent to which you will rely on our loan review and quality control processes.

***Historical Nature of Each Third-Party Diligence Provider’s Review of the Related Reference Obligations May Not Reveal Aspects of such Reference Obligations Which Could Lead to Credit Events or Modification Events***

See “*The Reference Obligations — Third-Party Due Diligence Review*” in Annex 1-A, Annex 1-B, Annex 1-C and Annex 1-D for more information about the Third-Party Due Diligence Review conducted previously with respect to Reference Pool A, Reference Pool B, Reference Pool C and Reference Pool D, respectively.

***Underwriting Standards Used by Many of Our Sellers May be Less Stringent than Required by Our Guide***

As described under “*General Mortgage Loan Purchase and Servicing — Underwriting Standards*” in Appendix B, many sellers have negotiated contracts with us that enable such sellers to sell mortgage loans to us under TOBs that vary from, and may be less stringent than, the terms of our Guide. Mortgage loans originated pursuant to TOBs that are less stringent than the underwriting standards in our Guide, may experience a higher rate of Credit Events and Modification Events (and greater losses realized with respect thereto) than mortgage loans originated in accordance with the Guide. Many of the Reference Obligations have been originated pursuant to TOBs that are less stringent than the underwriting standards set forth in the Guide, which may result in such Reference Obligations experiencing a higher rate of Credit Events and Modification Events (and greater losses realized with respect thereto) than the Reference Obligations originated in accordance with the Guide. In addition, because the TOBs vary by seller, the performance of the Reference Obligations across the Reference Pools may not be uniform or consistent, which may adversely affect the Notes.

***A Recurrence of Turbulence in the Residential Mortgage Market and/or Financial Markets and/or Lack of Liquidity for Mortgage-Related Securities May Adversely Affect the Performance and Market Value of the Notes***

The single-family housing market has improved by many measures compared to the period of 2005 through 2015. However, a recurrence of turbulence in the residential mortgage market and/or financial markets and/or lack of liquidity for mortgage-related securities may adversely affect the performance and market value of the Notes. Prior to 2016, there was a significant inventory of seriously delinquent loans and REOs in the market. The serious delinquency rate of our single-family loans declined during that time period, but the serious delinquency rate of the loans originated from 2005 through 2008 that we acquired remains high compared to similar rates for the loans we acquired in years prior to 2005 due to weakness in home prices in the last several years, higher unemployment in some areas, extended foreclosure timelines and continued challenges faced by servicers in processing problem loans, including adjusting their processes to accommodate changes in servicing standards, such as those dictated by legislative or regulatory authorities. Residential loan performance has been generally worse in areas with higher unemployment rates and where declines in property values have been more significant during recent years. In its National Delinquency Survey, the Mortgage Bankers Association presents delinquency rates both for mortgages it classifies as subprime and for mortgages it classifies as prime conventional. The delinquency rates of subprime mortgages are markedly higher than those of prime conventional loan products in the Mortgage Bankers Association survey; however, the delinquency experience in prime conventional mortgage loans originated during the years 2005 through 2008 has been significantly worse than in any year since the 1930s. A recurrence of these past problems could adversely affect the performance and market value of the Notes.

Market and economic conditions during the past several years have caused significant disruption in the credit markets. Continued concerns about the availability and cost of credit, the U.S. mortgage market, some real estate markets in the U.S., economic conditions in the U.S. and Europe and the systemic impact of inflation or deflation, energy costs and geopolitical issues have contributed to increased market volatility and diminished expectations for the U.S. economy. Increased market uncertainty and instability in both U.S. and international



capital and credit markets, combined with declines in business and consumer confidence and increased unemployment, have contributed to volatility in domestic and international markets.

During the recession, losses on all types of residential mortgage loans increased due to declines in residential real estate values, resulting in reduced home equity. Although home prices since 2014 have shown greater stability and increased in some geographic areas, there can be no assurance that a decline will not resume and continue for an indefinite period of time in the future. A decline in property values or the failure of property values to increase where the outstanding balances of the mortgage loans and any secondary financing on the related mortgaged properties are close to or in excess of the value of the mortgaged properties may result in higher delinquencies, foreclosures and losses. Any decline in real estate values may be more severe for mortgage loans secured by high cost properties than those secured by low cost properties. Declining property values may create an oversupply of homes on the market, which may increase negative home equity. Nationwide home price appreciation rates generally were negative from late 2007 through 2012, and this trend may recur at any time. Higher LTV ratios generally result in lower recoveries on foreclosure, and an increase in loss severities above those that would have been realized had property values remained the same or continued to appreciate.

There is particular uncertainty about the prospects for growth in the U.S. economy. A number of factors influence the potential uncertainty, including, but not limited to, unemployment rates, rising government debt levels, prospective Federal Reserve policy shifts, the withdrawal of government interventions into the financial markets, changing U.S. consumer spending patterns, and changing expectations for inflation and deflation. Income growth and unemployment levels affect mortgagors' ability to repay mortgage loans, and there is risk that economic activity could be weaker than anticipated. See "*— Governance and Regulation*" below when considering the impact of regulation on Noteholders. Continued concerns about the economic conditions in the United States, China and Europe, including downgrades of the long-term debt ratings of certain European nations and the United States, generally have contributed to increased market volatility and diminished growth expectations for the U.S. economy.

In addition, on June 23, 2016, the United Kingdom held an advisory referendum with respect to its continued membership in the European Union and the result of this referendum was a vote in favor of leaving the European Union. On March 29, 2017, Article 50 was invoked (by way of a formal notice provided by the United Kingdom government) which began a two-year negotiation period between the United Kingdom and the European Union in respect of the arrangements for the United Kingdom's withdrawal from the European Union (unless extended unanimously by the European Council members in agreement with the United Kingdom). On November 25, 2018, a negotiated withdrawal agreement was endorsed by leaders at a special meeting of the European Council; however, the United Kingdom government needed the approval of the United Kingdom Parliament in order to ratify the negotiated withdrawal agreement, which approval has not yet been forthcoming. On April 11, 2019, in response to a second request from the United Kingdom to extend the Article 50 period, the European Council adopted its decision to extend the Article 50 period until October 31, 2019. On September 9, 2019, the European Union (Withdrawal) (No. 2) Act 2019 received royal assent and passed into law in the United Kingdom. This legislation provided that if by October 19, 2019, either a deal has not been ratified by the United Kingdom Parliament or "no deal" has not been approved by the United Kingdom Parliament, the United Kingdom government will be required to request from the European Union an extension to the United Kingdom's departure date to January 31, 2020 (or another date if the United Kingdom Parliament approves a date suggested by the European Union). Although the United Kingdom government and the European Union reached an agreement on a revised withdrawal agreement on October 17, 2019, this revised deal had not been approved by the United Kingdom Parliament by October 19, 2019. On that day, in accordance with the European Union (Withdrawal) (No. 2) Act 2019, the United Kingdom government sent a request for a further extension to the Article 50 period to the President of the European Union Council. This request was accompanied, however, by a further communication indicating that the United Kingdom government did not wish the European Union to grant such an extension. On October 28, 2019, the European Council agreed to a further extension of the Article 50 period until January 31, 2020. At this time it is not possible to state with certainty if and when any withdrawal agreement will be entered into, what might be the final terms and effective date of such a withdrawal agreement or the date on which any transition period will end (if such an agreement is entered into). The referendum and the triggering of Article 50 resulted in volatility and disruption of the capital and credit markets in the United Kingdom and the European Union. In addition, the political, legal and regulatory uncertainty

surrounding the United Kingdom's exit from the European Union has raised concerns and could significantly impact volatility, liquidity and/or the market value of securities, including the Notes. An investment in the Notes should only be made by investors who understand such risks and are capable of bearing such risks.

Subsequent to the financial crisis and, over the past decade, the Federal Reserve has adopted an easing stance in monetary policy referred to as "quantitative easing". For example, buying mortgage-backed securities and cutting interest rates, which are intended to lower the cost of borrowing, result in higher investment activity which, in turn, stimulates the economy. Based on the stabilization of unemployment, as well as the increase in home prices, the Federal Reserve began to reduce the quantitative easing and in October 2014 announced the end of the quantitative easing program. This may have a negative impact on the Reference Obligations. The Federal Reserve has increased its benchmark interest rate many times since the financial crisis, though it has announced subsequent cuts to interest rates since then. To the extent that interest rates were to rise again as a result of the Federal Reserve's action, the availability of refinancing alternatives for the Reference Obligations may be reduced. In addition, on September 20, 2017, the Federal Reserve announced plans to begin shrinking its balance sheet "beginning in October 2017," which would have the effect of removing recession era support of the U.S. residential mortgage market. The economic conditions experienced from 2007 to 2014 were unique and unprecedented in terms of the level of home price declines, as well as the subsequent government intervention. There can be no assurance that the factors that caused such financial crisis (or any other factors) will have similar effects on the mortgage market in the future.

As a result of market conditions and other factors, the cost and availability of credit has been and may in the future continue to be adversely affected by illiquid credit markets and wider credit spreads. Concern about the stability of the markets and the creditworthiness of counterparties has led many lenders and institutional investors to reduce, and in some cases cease, lending to certain mortgagors. Continued turbulence in the U.S. and international markets and economies may negatively affect the U.S. housing market and the credit performance and market value of residential mortgage loans.

In addition, the difficult economic environment and rate of unemployment and other factors (which may or may not affect real property values) may affect the mortgagors' timely payment of scheduled payments of principal and interest on the Reference Obligations and, accordingly, may increase the occurrence of delinquencies, Credit Events and Modification Events (and possibly the severity of losses realized with respect thereto) with respect to the Reference Obligations and adversely affect the amount of Net Liquidation Proceeds realized in connection with certain Credit Events. Further, the time periods to resolve defaulted mortgage loans may be long, and those periods may be further extended because of mortgagor bankruptcies, related litigation and any federal and state legislative, regulatory and/or administrative actions or investigations.

Further, the secondary market for mortgage-related securities may experience extremely limited liquidity. These conditions may continue or worsen in the future. Limited liquidity in the secondary market for mortgage-related securities could adversely affect a Noteholder's ability to sell the Notes or the price such Noteholder receives for the Notes and may continue to have a severe adverse effect on the market value of mortgage-related securities, especially those that are more sensitive to prepayment or credit risk.

These factors and general market conditions, together with the limited amount of credit enhancement (as further described in this Memorandum), could adversely affect the performance and market value of the Notes and result in a full or partial loss of your initial principal investment. See "*Prepayment and Yield Considerations — Yield Considerations with respect to the Notes*". There can be no assurance that governmental intervention or other actions or events will improve these conditions in the near future.

***Appraisals or Other Assessments May Not Accurately Reflect the Value of the Mortgaged Property; LTV Ratios May Be Calculated Based on Appraised Value or Other Assessments, Which May Not Be an Accurate Reflection of Current Market Value***

In general, appraisals represent the analysis and opinion of the person performing the appraisal at the time the appraisal is prepared and are not guarantees of, and may not be indicative of, present or future value. We cannot assure you that another person would not have arrived at a different valuation, even if such person used the same general approach to and same method of valuing the property, or that different valuations would not have been reached by any originator based on its internal review of such appraisals.

In addition, we permit the values of mortgaged properties meeting certain qualifications, as described in the Guide, to be determined not by an appraiser, but rather provided by the related seller as the purchase price or estimated value, which we in turn assess using ACE. If the results of the ACE assessment reflect that the value or purchase price provided was acceptable, and the related seller chooses to accept the appraisal waiver offer, no appraisal will be obtained, and the related seller will receive Collateral Representation and Warranty Relief with respect to the value, condition and marketability of the related property. The values accepted by ACE are not guarantees of, and may not be indicative of, present or future value, and they may not reflect the same value as an appraisal. This could increase the severity of losses, particularly because our ability to require repurchase for a breach of a value, condition or marketability representation and warranty will be unavailable. See “*General Mortgage Loan Purchase and Servicing — Underwriting Standards — Collateral Valuation*” in Appendix B. As of the Cut-off Date, the approximate percentages of the Corresponding Reference Obligations by Cut-off Date Balance that have valuations assessed using ACE rather than determined by an appraisal are: 0% with respect to Reference Pool A, 0% with respect to Reference Pool B, 0% with respect to Reference Pool C and 0.10% with respect to Reference Pool D.

The appraisals or other valuations or assessments obtained in connection with the origination of the Reference Obligations sought to establish the amount a typically motivated buyer would pay a typically motivated seller at the time they were prepared. Such amount could be significantly higher than the amount obtained from the sale of a related mortgaged property under a distressed or liquidation sale. In addition, in certain real estate markets property values may have declined since the time the appraisals or other property valuations were obtained or assessed, and therefore the appraisals or other property valuations may not be an accurate reflection of the current market value of the related mortgaged properties. The appraisals or other property valuations with respect to the Reference Obligations were generally prepared or assessed at the time of origination. The current market value of the related mortgaged properties could be lower, and in some cases significantly lower, than the values indicated in the appraisals or other property valuations obtained or assessed at the origination of the Reference Obligations and included in the original LTV ratios reflected in this Memorandum.

Because appraisals or other property valuations or assessments may not accurately reflect the value or condition of the related mortgaged property and because property values may have declined since the time appraisals or other property valuations or assessments were obtained, the original LTV ratios and the original CLTV ratios that are disclosed in this Memorandum may be lower, in some cases significantly lower, than the LTV ratios that would be determined if values of the related mortgaged properties were used to determine LTV ratios. You are encouraged to make your own determination as to the degree of reliance they place on the original LTV ratios and the original CLTV ratios that are disclosed in this Memorandum.

#### ***ELTV Ratios May Not Reflect the Actual Value of the Mortgaged Properties***

The non-zero weighted-average ELTV ratios for the Reference Obligations were produced using the ELTV ratio of each Reference Obligation as of the Cut-off Date if an ELTV ratio of such Reference Obligation could be obtained. As of the Cut-off Date, the approximate percentages of the Corresponding Reference Obligations by Cut-off Date Balance for which no ELTV ratio was obtained are: 4.92% with respect to Reference Pool A, 4.58% with respect to Reference Pool B, 5.05% with respect to Reference Pool C and 5.74% with respect to Reference Pool D, and therefore, the non-zero weighted average ELTV ratio of the Corresponding Reference Obligations for each Reference Pool does not include any ELTV ratio with respect to such Reference Obligations. As of the Cut-off Date, the approximate non-zero weighted average ELTV ratio for the Corresponding Reference Obligations with an available ELTV ratio was 60.24% with respect to Reference Pool A, 61.51% with respect to Reference Pool B, 62.33% with respect to Reference Pool C and 65.59% with respect to Reference Pool D. The ELTV ratios for the Reference Obligations were based on valuations of the related mortgaged properties we obtained using HVE. You should note, however, that using a valuation of a mortgaged property from (i) a different AVM, (ii) an appraisal based on a physical inspection of the property or (iii) an arm's length sale of the mortgaged property could result in a higher or lower value for the property than the results from HVE.

Volatility in the residential real estate market, availability of mortgage credit and the unemployment rate, as well as other negative trends, may have the effect of reducing the values of the mortgaged properties from the updated ELTV ratios described above. A reduction in the values of the mortgaged properties may reduce the

likelihood that Liquidation Proceeds or other proceeds will be sufficient to pay off the related Reference Obligations fully.

***Credit Scores May Not Accurately Predict the Likelihood of Default***

Each originator generally uses Credit Scores as part of its underwriting process. See “*General Mortgage Loan Purchase and Servicing — Underwriting Standards — Use of Credit Scoring*” in Appendix B. Credit Scores are generated by models developed by third-party credit reporting organizations that analyze data on consumers in order to establish patterns which are believed to be indicative of a mortgagor’s probability of default. A Credit Score represents an opinion of the related credit reporting organization of a mortgagor’s creditworthiness. The Credit Score is based on a mortgagor’s historical credit data, including, among other things, payment history, delinquencies on accounts, levels of outstanding indebtedness, length of credit history, types of credit and bankruptcy experience. Credit Scores range from approximately 300 to approximately 850, with higher scores indicating an individual with a more favorable credit history compared to an individual with a lower score. A Credit Score purports only to be a measurement of the relative degree of risk a mortgagor represents to a lender, i.e., that a mortgagor with a higher score is statistically expected to be less likely to default in payment than a mortgagor with a lower score. In addition, it should be noted that Credit Scores were developed to indicate a level of default probability over a two-year period, which does not correspond to the life of most mortgage loans. Furthermore, Credit Scores were not developed specifically for use in connection with mortgage loans, but for consumer loans in general. Therefore, Credit Scores do not address particular mortgage loan characteristics that influence the probability of repayment by the mortgagor. We do not make any representation or warranty as to any mortgagor’s current Credit Score or the actual performance of any Reference Obligation, or that a particular Credit Score should be relied upon as a basis for an expectation that a mortgagor will repay the related Reference Obligation according to its terms.

***Residential Real Estate Values May Fluctuate and Adversely Affect the Notes***

No assurance can be given that values of the mortgaged properties have remained or will remain at their levels on the dates of origination of the Reference Obligations. If the residential real estate market should experience an overall decline in property values so that the outstanding balances of the Reference Obligations, and any secondary financing on the mortgaged properties, become equal to or greater than the value of the mortgaged properties, the actual rates of delinquencies, foreclosures and losses could be higher than expected. The Reference Obligations with relatively higher LTV ratios will be particularly affected by any decline in real estate values. Any decline in real estate values may be more severe for Reference Obligations secured by high cost properties than those secured by low cost properties. Any decrease in the value of Reference Obligations with respect to any Reference Pool may result in (i) Tranche Write-down Amounts that are allocable to the Corresponding Class of Notes to the extent Credit Events or Modification Events occur with respect to such Reference Obligations or (ii) interest reduction amounts on such Class of Notes to the extent Modification Events occur with respect to such Reference Obligations.

The United States previously went through a recession with a large number of mortgage loan delinquencies and defaults, resulting in a large number of foreclosure properties being placed on the market, and losses realized by owners of mortgage loans, including securitization trusts. Some of these problems may still exist with respect to the level of foreclosure properties and undercollateralized mortgage loans. Although economic indicators show that the United States has emerged from the recent recession and recent unemployment data show that unemployment is decreasing, losses on mortgage loans may rise, or may return to high levels, as a result of factors such as the recurrence of high unemployment rates, high levels of foreclosures and large inventories of unsold properties. Investors in the Notes should note that the ratings of the Notes are not a guaranty of the value of the mortgaged properties related to the Reference Obligations and Noteholders may incur losses regardless of the ratings.

***Reduced Lending Capacities and/or Increases in Mortgage Interest Rates May Hinder Refinancing and Increase Risk of Credit Events and Modification Events with respect to the Reference Obligations***

Since 2006, a number of originators and servicers of residential mortgage loans have experienced serious financial difficulties and, in some cases, have gone out of business. These difficulties have resulted, in part, from



declining markets for their mortgage loans as well as from claims for repurchases of mortgage loans previously sold under provisions that require repurchase in the event of early payment defaults or for breaches of representations and warranties regarding loan quality and characteristics. Many originators with large servicing portfolios have experienced rising costs of servicing as mortgage loan delinquencies have increased, without a compensating increase in servicing compensation. Moreover, mortgage interest rates have been at historical lows for several years. Mortgage rates have recently increased such that many Reference Obligations have interest rates below current mortgage rates. The Federal Reserve has increased its benchmark interest rate many times since the financial crisis. Furthermore, interest rates may continue to increase over time. Such further increase in interest rates, as well as reduced availability of affordable mortgage products, may result in slower prepayments on, and an adverse performance of, the Reference Obligations. Such performance may differ from historical performance. Additionally, efforts to impose stricter mortgage qualifications for mortgagors or reduce the presence of Freddie Mac or Fannie Mae could lead to fewer alternatives for mortgagors.

The CFPB published a rule implementing Sections 1411 and 1412 of the Dodd-Frank Act, which generally requires creditors to make a reasonable, good faith determination of a consumer's ability to repay any consumer credit transaction secured by a dwelling and establishes certain protection from liability under this requirement for qualified mortgages. The rule defines "qualified mortgage" and became effective on January 10, 2014. The rule extends "temporary qualified mortgage" status to certain loans eligible for sale to Freddie Mac or Fannie Mae, originated prior to the earlier of January 10, 2021 or the end of their conservatorship. The rule, future changes to the rule, and/or the expiration of its temporary qualified mortgage provision, may result in a reduction in the availability of loans in the future that do not meet the criteria of a qualified mortgage as outlined in the rule and may adversely affect the ability of mortgagors to refinance the Reference Obligations. No assurances are given as to the effect of the rule on the value of your Notes.

These trends may reduce alternatives for mortgagors seeking to refinance their mortgage loans. The reduced availability of refinancing options for mortgagors may result in higher rates of delinquencies, Credit Events and Modification Events (and losses realized with respect thereto) on the Reference Obligations.

***The Rate and Timing of Principal Payment Collections on the Reference Obligations Will Affect the Yield on the Notes***

The rate and timing of payments of principal and the yield to maturity on each Class of Notes will be related to the rate and timing of collections of principal payments on the Corresponding Reference Obligations and the amount and timing of Credit Events and Modification Events that result in losses being realized with respect thereto. Mortgagors are permitted to prepay their Reference Obligations, in whole or in part, at any time, without penalty.

The principal payment characteristics of each Class of Notes have been designed so that each Class of Notes generally amortizes based on the collections of principal payments on the Corresponding Reference Obligations. Each Class of Notes corresponds to the Corresponding Class of Reference Tranche, which will not be allocated Stated Principal for the applicable Payment Date unless each of the related Minimum Credit Enhancement Test, Cumulative Net Loss Test and Delinquency Test are satisfied for the related Payment Date as described under "*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount*". Unlike securities in a senior/subordinate private label residential mortgage-backed securitization, the principal payments required to be paid to each Class of Exchangeable Notes (and any MAC Notes) will be based in part on principal that is collected on the Corresponding Reference Obligations, rather than on scheduled payments due on such Reference Obligations, as described under "*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount*". In other words, to the extent that there is a delinquent mortgagor who misses a payment (or makes only a partial scheduled payment) on a Reference Obligation, principal payments to the Exchangeable Notes (and any MAC Notes) will not be based on the amount that was due on such Reference Obligation, but, rather, will be based in part on the principal collected on such Reference Obligation. Additionally, each Class of Exchangeable Notes (and any MAC Notes) will only receive Stated Principal upon the satisfaction of the related Minimum Credit Enhancement Test, Cumulative Net Loss Test and Delinquency Test for the related Payment Date, as described under "*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference*".

*Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount*". You should make your own determination as to the effect of these features on the Notes.

The rate and timing of principal payments (including prepayments) on mortgage loans is influenced by a variety of economic, geographic, social and other factors, but may depend greatly on the level of mortgage interest rates:

- If prevailing interest rates for similar mortgage loans fall below the interest rates on the Reference Obligations, the rate of principal prepayments would generally be expected to increase due to refinancings.
- Conversely, if prevailing interest rates for similar mortgage loans rise above the interest rates on the Reference Obligations, the rate of principal prepayments would generally be expected to decrease.

The rate and timing of principal payments on the Reference Obligations will also be affected by the following:

- the amortization schedules of the Reference Obligations,
- the rate and timing of partial prepayments and full prepayments by mortgagors, due to refinancing, certain job transfers, changes in property value or other factors,
- liquidations of, or modifications resulting in the reduction of the principal balance of, Reference Obligations,
- the time it takes for defaulted Reference Obligations to be modified or liquidated,
- the availability of loan modifications for delinquent or defaulted Reference Obligations, and
- the rate and timing of payment in full of Reference Obligations or other removals from the Corresponding Reference Pools.

In addition, the occurrence of Credit Events and Reference Pool Removals could have the same effect on a Reference Pool as prepayments in full. As such, (i) the rate and timing of Credit Events (and any reversals thereof) and Modification Events, (ii) the severity of any losses with respect thereto and (iii) Reference Pool Removals, may also affect the yield on the Corresponding Class of Notes.

Mortgage originators make general solicitations for refinancings. Any such solicited refinancings may result in a rate of principal prepayments that is higher than you might otherwise expect.

No representation is made as to the rate of principal payments, including principal prepayments, on the Reference Obligations or as to the yield to maturity of any Class of Notes. In addition, there can be no assurance that any of the Reference Obligations will or will not be prepaid prior to their maturity. You are urged to make an investment decision with respect to any Class of Notes based on the anticipated yield to maturity of that Class of Notes resulting from its purchase price and your own determination as to the anticipated rate of prepayments on the Corresponding Reference Obligations under a variety of scenarios. The extent to which the Notes are purchased at a discount or a premium and the degree to which the timing of payments on the Notes is sensitive to prepayments will determine the extent to which the yield to maturity of the Notes may vary from the anticipated yield.

If you purchase any Class of Notes at a discount, you should consider the risk that if principal payments on the Corresponding Reference Obligations occur at a rate slower than you expected, your yield will be lower than expected. If you purchase any Class of Notes at a premium, you should consider the risk that if principal payments on the Corresponding Reference Obligations occur at a rate faster than you expected, your yield will be lower than expected and you may not even recover your investment in the Notes. The timing of changes in the rate of prepayments may significantly affect the actual yield to you, even if the average rate of principal prepayments is consistent with your expectations. In general, the earlier the payment of principal of the Corresponding Reference Obligations, the greater the effect on your yield to maturity. As a result, the effect on your yield due to principal prepayments occurring at a rate higher (or lower) than the rate anticipated during the period immediately following the issuance of the Notes may not be offset by a subsequent like reduction (or



increase) in the rate of principal prepayments. See “*Summary — Prepayment and Yield Considerations*” and “*Prepayment and Yield Considerations*”.

For a more detailed discussion of these factors, see “*Prepayment and Yield Considerations*” and “*The Reference Obligations*”.

***We Do Not Re-Underwrite the Mortgage Loans We Acquire, Which May Adversely Affect the Performance of the Reference Obligations***

We do not originate any mortgage loans, including the Reference Obligations. As described under “*General Mortgage Loan Purchase and Servicing*” in Appendix B, we acquire mortgage loans, including the Reference Obligations, from approved sellers pursuant to our contracts with such sellers. We do not re-underwrite the mortgage loans that we acquire and we have not done so with respect to the Reference Obligations, other than with respect to a very small percentage of mortgage loans or Reference Obligations that we may have reviewed as part of our selling quality assurance review, as described under “*General Mortgage Loan Purchase and Servicing — Quality Control Process — Selling Quality Assurance*” in Appendix B and as more specifically described with respect to each of Reference Pool A, Reference Pool B, Reference Pool C and Reference Pool D in Annex 1-A, Annex 1-B, Annex 1-C and Annex 1-D, respectively. We depend on the sellers’ compliance with their contracts with us and rely on the sellers’ representations and warranties to us that the mortgage loans being sold satisfy the underwriting standards and other requirements specified in the sellers’ contracts with us. We generally do not independently verify compliance by the sellers with respect to their representations and warranties and, other than with respect to any Reference Obligations that we may have reviewed under our quality control process described in this Memorandum, we have not done so with respect to the Reference Obligations. Moreover, to the extent we have reviewed any Reference Obligations under our quality control review after the closing date with respect to the STACR 2017-DNA1, STACR 2017-DNA2, STACR 2017-DNA3 or STACR 2018-DNA1 transaction, such Reference Obligations with Unconfirmed Underwriting Defects identified as a result of such review will not be removed from the applicable Reference Pool prior to the Closing Date and will only be removed to the extent such Unconfirmed Underwriting Defect becomes an Underwriting Defect. See “*General Mortgage Loan Purchase and Servicing — Quality Control Process — Performing Loan Quality Control Review*” and “*— Limitations of the Quality Control Review Process*” in Appendix B. As a result, it is possible that if sellers have not complied with their obligations under their contracts with us that certain Reference Obligations may have Unconfirmed Underwriting Defects and Underwriting Defects of which we are not aware. Reference Obligations with Underwriting Defects are likely to experience Credit Events and Modification Events (and losses realized with respect thereto) at a higher rate than Reference Obligations without such defects, which could result in (i) Tranche Write-down Amounts being allocated to reduce the Class Notional Amounts of Reference Tranches and the Class Principal Balance of the Corresponding Class of Notes (to the extent Credit Events and Modification Events occur with respect to such Reference Obligations that result in losses being realized with respect thereto) and (ii) reductions in the Interest Payment Amounts paid on such Class of Notes (to the extent Modification Events occur with respect to such Reference Obligations that result in losses being realized with respect thereto). Additionally, we do not independently verify the loan-level information and data reported or furnished to us by the sellers and servicers of the mortgage loans. Discrepancies in the loan-level information and data may come to our attention from sellers, servicers, vendors retained by us, third parties or through our quality control processes.

***The Performance of the Reference Obligations Could be Dependent on the Servicers***

The performance of the servicers servicing the Reference Obligations could have an impact on the amount and timing of principal collections on the related Reference Obligations and the rate and timing of the occurrence Credit Events or Modification Events (and the severity of losses realized with respect thereto). As described under “*General Mortgage Loan Purchase and Servicing — Servicing Standards*” in Appendix B, servicers are generally required to service the Reference Obligations in accordance with applicable law and the terms of our Guide, subject to any variation directed by us and, in some instances, agreed to by us and the individual servicers. The servicers are only servicing for our benefit and have no duties or obligations to service for your benefit. We are the master servicer of the Reference Obligations and generally monitor the performance of the servicers, although we have no such duty to monitor the servicers’ performance for your benefit. We cannot assure you that

any monitoring of the servicers that we may undertake will be sufficient to determine material compliance by the servicers of their contractual obligations owed to us. The Reference Obligations will be serviced by many different servicers, and the individual performance of servicers will vary. As a result, the performance of the Reference Obligations may similarly vary, which may adversely affect the Corresponding Classes of Notes. For example, the servicing practices of each servicer could have an impact on the timing and amount of unscheduled principal payments allocated to any Reference Obligation, which as a result would impact the timing of principal payments made on the Corresponding Class of Notes. In addition, the servicing practices could impact the Net Liquidation Proceeds we receive and therefore result in an increase in Tranche Write-down Amounts allocated to the Reference Tranches (and Corresponding Class of Notes). You should note that if we remove a Reference Obligation from a Reference Pool as a Credit Event Reference Obligation, and we subsequently determine that such Reference Obligation had a Major Servicing Defect, the entire UPB of such Reference Obligation will be treated as a prepayment. You should also note that to the extent we determine the existence of an Underwriting Defect or a Major Servicing Defect, no Recovery Principal associated with the affected Reference Obligation will be allocated to the Corresponding Class of Reference Tranche (and, accordingly, the Corresponding Class of Notes, as applicable) unless we previously had realized losses on that Reference Obligation.

If a servicer fails to service the Reference Obligations in accordance with our standards, we have certain contractual remedies, including the ability to require such servicer to pay us compensatory or other fees. Under no circumstances will you receive the benefit of the payment of compensatory fees or similar fees to us nor will the payment of such fees to us result in a Principal Recovery Amount being allocated to the Notes.

***Servicers May Not Follow the Requirements of Our Guide or TOBs, and Servicing Standards May Change Periodically***

As described under “General Mortgage Loan Purchase and Servicing — Servicing Standards” in Appendix B, some of our servicers have negotiated contracts with us that enable such servicers to service mortgage loans for us under TOBs that vary from the terms of our Guide. Some of the Reference Obligations are being serviced pursuant to TOBs that have different requirements than the servicing standards set forth in the Guide. There is a risk that servicers will not follow the Guide or the terms of the TOBs, which may result in such Reference Obligations experiencing a higher rate of Credit Events and Modification Events than if the Reference Obligations had been serviced in accordance with the Guide or TOBs, as applicable. Also, in the normal course of our business we may make periodic changes to the servicing provisions of the Guide and may negotiate new TOBs with our servicers. Any such future changes or additional TOBs will become applicable to the servicing of the Reference Obligations at such future time. In each case, we are under no obligation to consider the impact these changes or negotiations may have on the Reference Obligations or the Notes and cannot assure you that any future changes will not have an adverse impact on the Reference Obligations and the Notes.

***Statutory and Judicial Limitations on Foreclosure Procedures May Delay Recovery in Respect of the Mortgaged Properties and, in Some Instances, Limit the Amount That May Be Recovered by the Servicers, Resulting in Losses on the Reference Obligations That Might Be Allocated to the Notes***

Foreclosure procedures may vary from state to state. Two primary methods of foreclosing a mortgage instrument are judicial foreclosure, involving court proceedings, and non-judicial foreclosure pursuant to a power of sale granted in the mortgage instrument. A foreclosure action is subject to most of the delays and expenses of other lawsuits if defenses are raised or counterclaims are asserted. Delays may also result from difficulties in locating necessary defendants. Non-judicial foreclosures may be subject to delays resulting from state laws mandating the recording of notice of default and notice of sale and, in some states, notice to any party having an interest of record in the real property, including junior lienholders. Some states have adopted “anti-deficiency” statutes that limit the ability of a creditor to collect the full amount owed on a mortgage loan if the property sells at foreclosure for less than the full amount owed. In addition, United States courts have traditionally imposed general equitable principles to limit the remedies available to creditors in foreclosure actions that are perceived by the court as harsh or unfair. The effect of these statutes and judicial principles may be to delay and/or reduce distributions in respect of the Notes. See “Certain Legal Aspects of Mortgage Loans — Foreclosure”.

***Stricter Enforcement of Foreclosure Rules and Documentation Requirements May Cause Delays and Increase the Risk of Loss***

Since the financial crisis began in 2008, some courts and administrative agencies have been enforcing rules regarding the conduct of foreclosures more strictly and, in some circumstances, have imposed new rules regarding foreclosures. Some courts have delayed or prohibited foreclosures based on alleged failures to comply with technical requirements. State legislatures have been enacting new laws regarding foreclosure procedures. In some cases, law enforcement personnel have been refusing to enforce foreclosure judgments. At least one county is reported to be refusing to allow foreclosure sales to be conducted on the courthouse steps. In addition, mortgagors have brought legal actions, or have filed for bankruptcy, to attempt to block or delay foreclosures. As a result, the servicers for the Reference Obligations may be subject to delays in conducting foreclosures and the expense of foreclosures may increase, resulting in delays or reductions in payments on the Notes.

Some mortgagors have been successful in challenging or delaying foreclosures based on technical grounds, including challenges based on alleged defects in the mortgage loan documents and challenges based on alleged defects in the documents under which the mortgage loans were securitized. In a number of cases, such challenges have delayed or prevented foreclosures. It is possible that there will be an increase in the number of successful challenges to foreclosures by mortgagors. Curing defective documents required to conduct a foreclosure will cause delays and increase costs, resulting in losses on the Reference Obligations which may have an adverse effect on the Corresponding Classes of Notes. Further, servicing rules promulgated by the CFPB, which took effect on January 10, 2014 and which have been revised and amended in August 2016, require servicers to, among other things, exhaust all feasible loss mitigation options, such as those we make available to the mortgagors, before proceeding with foreclosures, which will have the effect of delaying foreclosures of Reference Obligations in certain instances.

***Insurance Related to the Mortgaged Properties May Not Be Sufficient to Compensate for Losses***

Although the mortgaged properties may be covered by insurance policies, such as hazard insurance or flood insurance, no assurance can be made that the proceeds from such policies will be used to repay any amounts owed in respect of such Reference Obligations or will be used to make improvements to the mortgaged properties that have values that are commensurate with the value of any of the damaged improvements. In addition, even though an insurance policy may cover the “replacement cost” of the improvements on any mortgaged property, the proceeds of such insurance policy may not be sufficient to cover the actual replacement cost of such improvements or the appraised value of the improvements on any mortgaged property. No assurance can be given that the insurer related to any such hazard or flood insurance policy will have sufficient financial resources to make any payment on any such insurance policy or that any such insurer will not challenge any claim made with respect to any such insurance policy resulting in a delay or reduction of the ultimate insurance proceeds which could have a material adverse effect on the Reference Obligations and the Corresponding Classes of Notes. Furthermore, to the extent any mortgaged property becomes an unoccupied REO, with such vacancy verified by a property condition certificate, we may, but are not obligated to, acquire third-party hazard insurance on such properties. To the extent a mortgaged property related to a Reference Obligation becomes an REO, uninsured hazards on such REO could result in lower Net Liquidation Proceeds upon the liquidation of such Reference Obligation and the realization of greater losses on such Reference Obligation.

***Servicing Transfers May Result in Decreased or Delayed Collections and Credit Events***

We have the right to terminate servicers as described under “*General Mortgage Loan Purchase and Servicing — Servicing Standards — Servicer Termination Event*” in Appendix B. The removal of servicing from one servicer and transfer to another servicer involves some risk of disruption in collections due to data input errors, misapplied or misdirected payments, inadequate mortgagor notification, system incompatibilities, potential inability to assign consumer authorizations to effect electronic mortgage payments and other reasons. As a result, the affected Reference Obligations may experience increased delinquencies and defaults, at least for a period of time, until all of the mortgagors are informed of the transfer and comply with new payment remittance requirements (e.g., new servicer payee address) and the related servicing records and all the other relevant data has been obtained by the new servicer. There can be no assurance as to the extent or duration of any disruptions associated with the transfer of servicing or as to the resulting effects on the yields on the Notes.

***Each Servicer's Discretion Over the Servicing of the Related Reference Obligations May Adversely Affect the Amount and Timing of Funds Available to Make Payments on the Notes***

Each servicer is obligated to service the related Reference Obligations in accordance with applicable law, the Guide and TOBs, as applicable. See “*General Mortgage Loan Purchase and Servicing — Servicing Standards*” in Appendix B. Each servicer has some discretion in servicing the related Reference Obligations as it relates to the application of the Guide and TOBs, as applicable. Maximizing collections on the related Reference Obligations is not the servicer's only priority in connection with servicing the related Reference Obligations. Consequently, the manner in which a servicer exercises its servicing discretion or changes its customary servicing procedures could have an impact on the amount and timing of principal collections on the related Reference Obligations, which may adversely affect the amount and timing of principal payments to be made on the Corresponding Classes of Notes. See “— *Governance and Regulation — Governmental Actions May Affect Servicing of Mortgage Loans and May Limit the Servicer's Ability to Foreclose*” and “— *New Laws and Regulations May Adversely Affect Our Business Activities and the Reference Pools*”.

***The Performance of Sellers and Servicers May Adversely Affect the Performance of the Reference Obligations***

The financial difficulties of sellers and servicers of residential mortgage loans may be exacerbated by higher delinquencies and defaults that reduce the value of mortgage loan portfolios, requiring sellers to sell the conditional contract rights of their servicing portfolios at greater discounts to par. In addition, the costs of servicing an increasingly delinquent mortgage loan portfolio may be rising without a corresponding increase in servicing compensation. Many sellers and servicers of residential mortgage loans also have been the subject of governmental investigations and litigation, many of which have the potential to adversely affect the financial condition of those financial institutions. In addition, any regulatory oversight, proposed legislation and/or governmental intervention may have an adverse impact on sellers and servicers. These factors, among others, may have the overall material adverse effect of increasing costs and expenses of sellers and servicers while at the same time decreasing servicing cash flow and loan origination revenues, and in turn may have a negative impact on the ability of sellers and servicers to perform their obligations to us with respect to the Reference Obligations, which could affect the amount and timing of principal collections on the Reference Obligations and the rate and timing of Credit Events and Modification Events (as well as the severity of losses realized with respect thereto). For any seller or servicer that becomes subject to a bankruptcy proceeding, we may receive lump sum settlement proceeds from the bankruptcy estate to cover all liabilities and/or contingent liabilities of such seller or servicer to us (net of, if applicable, all liabilities and/or contingent liabilities of us to such seller or servicer), a portion of which may include proceeds that relate to underwriting and origination representation and warranty breaches or servicing related breaches. Given the difficulty and impracticality to separately and accurately account for the proceeds that relate to underwriting and origination representation and warranty breaches and servicing related breaches, no portion of these settlement proceeds that we may receive will be included in the Origination Rep and Warranty/Servicing Breach Settlement Amounts or otherwise result in a Tranche Write-up Amount. Notwithstanding the foregoing, if any seller or servicer becomes subject to a bankruptcy proceeding, any Reference Obligations sold or serviced by such seller or servicer that becomes a Credit Event Reference Obligation will be subjected to a non-performing loan review as described under “*General Mortgage Loan Purchase and Servicing — Quality Control Process*” in Appendix B.

If we were to discover an Unconfirmed Underwriting Defect or Unconfirmed Servicing Defect with respect to any Reference Obligation, we may deliver a request to the related seller or servicer to repurchase such Reference Obligation or provide an alternative remedy, as described under “*General Mortgage Loan Purchase and Servicing — Quality Control Process — Repurchases*” and “— *REO Disposition*” in Appendix B. The related seller or servicer may appeal our repurchase request, as described under “*General Mortgage Loan Purchase and Servicing — Quality Control Process — Repurchases*” and “— *REO Disposition*” in Appendix B, which appeals process may significantly delay such Reference Obligation being classified as having an Underwriting Defect, Major Servicing Defect or Minor Servicing Defect. Any lengthy appeals by a seller or servicer or a delay in our determination of an Underwriting Defect, Major Servicing Defect or Minor Servicing Defect, may delay the allocation of any Tranche Write-up Amount to write-up the Class Principal Balance of the Corresponding Class of Notes.



Stearns Holdings LLC, the parent company of Stearns, and certain of its direct and indirect affiliates, and Ditech Holding Corporation, the parent company of Ditech, and certain of its direct and indirect affiliates, have recently filed for federal bankruptcy protection. Affiliates of certain of the Initial Purchasers may provide funding to Stearns and/or Ditech in connection with the Chapter 11 proceedings of Stearns Holding LLC and Ditech Holding Corporation and certain of their respective direct and indirect affiliates, as applicable, and receive fees in connection therewith (and in the future may provide additional or other funding). See “*Risk Factors — The Interests of the Transaction Parties and Others May Conflict With and be Adverse to the Interests of the Noteholders — Potential Conflicts of Interest of the Initial Purchasers and their Affiliates*”. As of the Cut-off Date, the approximate percentages of the Corresponding Reference Obligations by Cut-off Date Balance that were originated and serviced, respectively, by Stearns are: 3.33% and 0.01% with respect to Reference Pool A, 3.05% and 0.00% with respect to Reference Pool B, 1.81% and 0.00% with respect to Reference Pool C and 1.05% and 0.00% with respect to Reference Pool D. As of the Cut-off Date, the approximate percentages of the Corresponding Reference Obligations by Cut-off Date Balance that were originated and serviced, respectively, by Ditech are: 0.40% and 0.00% with respect to Reference Pool A, 0.60% and 0.00% with respect to Reference Pool B, 0.77% and 0.00% with respect to Reference Pool C and 0.12% and 0.00% with respect to Reference Pool D. We have determined that none of the Reference Obligations originated or serviced by Stearns or Ditech has an Unconfirmed Underwriting Defect or an Unconfirmed Servicing Defect, and, accordingly, no such Reference Obligations will be removed from any of the Reference Pools on the first Payment Date. You should be aware that Reference Obligations identified through Freddie Mac’s on-going quality control process as having Unconfirmed Servicing Defects or Unconfirmed Underwriting Defects because the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligations becomes subject to a bankruptcy, an insolvency proceeding or a receivership will be removed from the Reference Pools on subsequent Payment Dates in accordance with the terms of Indenture. See “*General Mortgage Loan Purchase and Servicing — Servicing Standards*” and “*— Quality Control Process*” in Appendix B for a description of how Major Servicing Defects, Minor Servicing Defects and Underwriting Defects may be discovered through our quality control processes.

***Classification of Underwriting Defects and Servicing Defects are Dependent in Part on Cooperation by the Sellers and Servicers***

When we identify an Unconfirmed Underwriting Defect or an Unconfirmed Servicing Defect with respect to a Credit Event Reference Obligation, we seek additional information from the related seller or servicer prior to making a final determination as to whether such defect is an Underwriting Defect or a Major Servicing Defect. Any delay or inability on the part of, or refusal by, the related seller or servicer to cooperate with us in that process may delay or hinder a Credit Event Reference Obligation being classified as having an Underwriting Defect or a Major Servicing Defect, which, in turn, could have a negative impact on the Corresponding Class of Notes, as this may prevent, delay or reduce the allocation of a Tranche Write-up Amount to potentially write-up the Class Principal Balance of such Class of Notes.

***Solicitation May Result in Erosion in the Overall Credit Quality of the Reference Pools***

While we prohibit our servicers from specifically soliciting our mortgagors for refinancing or segregating mortgage loans in their own portfolio from those sold to us for different treatment in terms of refinance advertising, offers or practices (except for HARP refinancing, where they only have to treat Freddie Mac and Fannie Mae serviced loans the same), our servicers and other mortgage lenders are not precluded from conducting broad based consumer advertising and solicitations of mortgagors in general to refinance their mortgage loans. These refinancings may increase the rate of prepayment of the Reference Obligations. The refinancing of a portion of the Reference Obligations in a Reference Pool may lead to an erosion of the credit quality of the Reference Obligations remaining in such Reference Pool and a resulting increase in the rate of Credit Events and Modification Events (as well as increase the severity of losses realized with respect thereto). You may receive less interest on the Corresponding Class of Notes as a result of prepayments on such Reference Obligations and as a result may experience a lower yield on your investment.

***Mortgagors May Have, or May in the Future Incur, Additional Indebtedness Secured by Mortgaged Properties Securing the Reference Obligations***

As of the Cut-off Date, the approximate percentages of the Corresponding Reference Obligations by Cut-off Date Balance that are secured by mortgaged properties that also were subject to subordinate mortgage liens at the respective times of origination of those Reference Obligations and considered in the underwriting of such Reference Obligations are: 5.52% with respect to Reference Pool A, 5.73% with respect to Reference Pool B, 5.58% with respect to Reference Pool C and 4.48% with respect to Reference Pool D. In addition, mortgagors may generally obtain additional mortgage loans secured by their respective properties at any time and we are not generally entitled to receive notification when a mortgagor does so. Therefore, it is possible that mortgagors have obtained additional post-origination subordinate mortgages. If such a post-origination subordinate mortgage is obtained with respect to a Reference Obligation, this additional indebtedness could increase the risk that the value of the related mortgaged property is less than the total indebtedness secured by such mortgaged property and could increase the risk of Credit Events and Modification Events (as well as increase the severity of the losses realized with respect thereto) on such Reference Obligation. The existence of subordinate mortgage liens may adversely affect default rates because the related mortgagors must make two or more monthly payments and also because such subordinate mortgages will result in an increased CLTV ratio of the mortgage loans. A default on a subordinate mortgage loan could cause the related mortgaged property to be foreclosed upon at a time when the first mortgage loan remains current as to scheduled payments. If this should occur with respect to any Reference Obligations, it may affect prepayment rates on such Reference Obligations and could result in increased Credit Events with respect to such Reference Obligations, which could adversely affect the Holders of the Corresponding Classes of Notes. Further, with respect to mortgage loans that have subordinate lien mortgages encumbering the same mortgaged property, the risk of Credit Events and Modification Events (as well as the severity of the losses realized with respect thereto) may be increased relative to mortgage loans that do not have subordinate financing since mortgagors who have subordinate lien mortgages have less equity in the mortgaged property. We have not independently verified the existence of any subordinate liens on any mortgaged properties securing the Reference Obligations, and any information provided in this Memorandum as to subordinate liens on any mortgaged properties securing the Reference Obligations is based solely on the representation made by the related seller in connection with our acquisition of the related Reference Obligations.

***Geographic Concentration May Increase Risk of Credit Events Due to Adverse Economic Conditions or Natural Disasters***

A significant concentration of mortgaged properties underlying the Reference Obligations in any state or region may present unique risks to Noteholders. Any deterioration in housing prices or economic conditions in such a state or region due to natural disasters, a deterioration in the economy or other factors that adversely affects housing prices or the ability of mortgagors to make payments on the Reference Obligations may result in losses on the Corresponding Classes of Notes. Any such losses may adversely affect the yield to maturity of the Corresponding Classes of Notes.

Annex 1-A, Annex 1-B, Annex 1-C and Annex 1-D set forth the geographic concentration by state or territory of the mortgaged properties securing the Reference Obligations in Reference Pool A, Reference Pool B, Reference Pool C and Reference Pool D, respectively. If the regional economy or housing market weakens in any state or region having a significant concentration of mortgaged properties securing the Reference Obligations, the Reference Obligations may experience higher rates of Credit Events and Modification Events (as well as higher severity of losses realized with respect thereto), potentially resulting in losses on the Corresponding Classes of Notes. In addition, if a state or region experiences a natural disaster, including earthquake, fire, mudslide, flood, tornado, hurricane and volcanic activity, the mortgagors and mortgaged properties in such state or region may be adversely affected. Mortgagors whose mortgaged properties are located outside of an area that has experienced a natural disaster may also be adversely affected if their place of employment is located in the area impacted by such natural disaster. No assurance can be given as to the effect of natural disasters on delinquencies and losses on any of the Reference Obligations secured by the mortgaged properties that might be damaged by such natural disasters or on any other Reference Obligations. In the event of a natural disaster we may offer relief, such as deferral of payments or permanent modification of the terms of a Reference Obligation, to affected mortgagors.



***Reference Pool Removals Following the Closing Date Resulting from Hurricane Dorian May Negatively Affect the Yield on the Notes***

On September 6, 2019, Hurricane Dorian made landfall in North Carolina as a Category 1 hurricane and caused flooding and other damage in certain parts of North Carolina and South Carolina. The full extent of the impact of Hurricane Dorian remains unknown. We will remove from the Reference Pools after the Closing Date any Reference Obligation to the extent the related mortgaged property is located in an area declared by FEMA to be a major disaster area and in which FEMA had authorized individual assistance to homeowners in such area as a result of Hurricane Dorian (or any other hurricane that impacts such related mortgaged property prior to the Closing Date) and such Reference Obligation becomes delinquent and the related servicer reports that such Reference Obligation is in disaster forbearance before or in the Reporting Period related to the Payment Date in March 2020. Any such Reference Pool Removal will be treated as a prepayment in full, and, as such, the yield on the Corresponding Class of Notes may be negatively affected. See “*Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool — The Rate and Timing of Principal Payment Collections on the Reference Obligations Will Affect the Yield on the Notes*”.

***The Rate of Credit Events and Modification Events on Mortgage Loans That Are Secured by Second Homes or Investment Properties May be Higher than on Other Mortgage Loans***

As of the Cut-off Date, the approximate percentages of the Corresponding Reference Obligations by Cut-off Date Balance that are secured by properties acquired as second homes or investment properties are: 12.90% with respect to Reference Pool A, 12.16% with respect to Reference Pool B, 13.63% with respect to Reference Pool C and 17.51% with respect to Reference Pool D. Mortgage loans secured by properties acquired as second homes or investments may present a greater risk that the mortgagor will stop making monthly payments if the mortgagor’s financial condition deteriorates. Properties acquired as second homes or investments may have a higher frequency of Credit Events and Modification Events than properties that are owner-occupied. In a default, mortgagors who do not reside in the mortgaged property may be more likely to abandon the related mortgaged property. This risk may be especially pronounced for mortgagors with mortgage loans on more than two properties. In addition, income expected to be generated from an investment property may have been considered for underwriting purposes in addition to the income of the mortgagor from other sources. Should this income not materialize, it is possible the mortgagor would not have sufficient resources to make payments on the mortgage loan.

The percentages of the Reference Obligations described in the preceding paragraph does not include any mortgage loans secured by second homes or investment properties for which the related mortgagor identified the purpose of the loan as owner-occupied. Any such mortgage loan may perform similarly (and demonstrate similar risks) to mortgage loans described in the preceding paragraph. We have not independently verified the occupancy status of any home, and any information provided in this Memorandum as to owner occupancy is based solely on the representation made by the related mortgagor in connection with the origination of the related Reference Obligation.

***The Rate of Credit Events and Modification Events on Mortgage Loans That Are Cash-out Refinance Transactions May be Higher Than on Other Mortgage Loans***

As of the Cut-off Date, the approximate percentages of the Corresponding Reference Obligations by Cut-off Date Balance that were originated as cash-out refinance transactions are: 21.79% with respect to Reference Pool A, 23.03% with respect to Reference Pool B, 28.21% with respect to Reference Pool C and 22.13% with respect to Reference Pool D. In a cash-out refinance transaction, in addition to paying off existing mortgage liens, the mortgagor obtains additional funds that may be used for other purposes, including paying off subordinate mortgage liens and providing unrestricted cash proceeds to the mortgagor. In other refinance transactions, the funds are used to pay off existing mortgage liens and may be used in limited amounts for certain specified purposes; such refinances are generally referred to as “no cash-out” or “rate and term” refinances. Cash-out refinancings generally have had a higher risk of Credit Events and Modification Events than mortgage loans originated in no cash-out, or rate and term, refinance transactions.

### ***Some of the Reference Obligations are Seasoned Mortgage Loans***

A portion of the Reference Obligations are seasoned mortgage loans, having been originated as early as January 2016. There are a number of risks associated with seasoned mortgage loans that are not present, or are present to a lesser degree, with more recently originated mortgage loans. For example:

- property values and surrounding areas have likely changed since origination;
- origination standards at the time such Reference Obligations were originated may have been different than current origination standards;
- the financial condition of the related borrowers may have changed since such Reference Obligations were originated;
- the environmental circumstances at the related mortgaged properties may have changed since such Reference Obligations were originated;
- certain representations and warranties that may have expired;
- the physical condition of the related mortgaged properties and improvements may have changed since such Reference Obligations were originated; and
- the circumstances of the related mortgaged properties and borrowers may have changed in other respects since the Reference Obligations were originated.

### ***Mortgage Loans Made to Certain Mortgagors May Present a Greater Risk***

Certain homebuyers may present a greater risk of default as a result of their circumstances. Credit Events and Modification Events on certain Reference Obligations may be higher as a result of the related mortgagors' circumstances. Mortgagors of certain Reference Obligations may have less steady or predictable income than others, which may increase the risk of these mortgagors not making payments on time. Further, mortgagors who are significantly increasing their housing payments may have difficulties adjusting to their new housing debt even though their DTI ratios may be within guidelines. In addition, as of the Cut-off Date, the approximate percentages of the Corresponding Reference Obligations by Cut-off Date Balance that were originated under the Home Possible® and Fannie Mae's HomeReady® programs are: 0.38% with respect to Reference Pool A, 0.56% with respect to Reference Pool B, 0.80% with respect to Reference Pool C and 2.08% with respect to Reference Pool D. These programs, designed to make responsible homeownership accessible to more first-time homebuyers and other qualified borrowers, offer mortgages requiring low down payments for low- to moderate-income homebuyers or buyers in high-cost or underserved communities, and, in certain circumstances, allow for lower than standard mortgage insurance coverage. See "*General Mortgage Loan Purchase and Servicing — Underwriting Standards — Home Possible® and HomeReady® Mortgages*" in Appendix B. Such programs may result in borrowers with mortgage loans with higher LTVs. Investors should consider that a higher number of mortgagors that have mortgage loans with high LTVs or that are subject to the circumstances described above may result in increased Credit Events and Modification Events (as well as increased severity of losses realized with respect thereto), which in turn could result in an increase in losses on the Notes.

### ***Delinquencies on the Reference Obligations May Adversely Affect Returns on the Notes***

As of the Cut-off Date, the approximate percentages of the Corresponding Reference Obligations by Cut-off Date Balance that have been delinquent at least once since acquisition by Freddie Mac are: 3.85% with respect to Reference Pool A, 3.73% with respect to Reference Pool B, 2.99% with respect to Reference Pool C and 2.49% with respect to Reference Pool D. As a result, each Reference Pool may bear more risk than a pool of mortgage loans without any historical delinquencies but with otherwise comparable characteristics, which can adversely affect the return earned on the Corresponding Classes of Notes. Additionally, mortgage loans that have been delinquent more than once in the past may be more likely than other non-delinquent mortgage loans to become delinquent in the future.

### ***Mortgage Loans Secured by Manufactured Homes May Present a Greater Risk***

In addition, as of the Cut-off Date, the approximate percentages of the Corresponding Reference Obligations by Cut-off Date Balance that are secured by manufactured homes are: 0.11% with respect to Reference Pool A, 0.11% with respect to Reference Pool B, 0.15% with respect to Reference Pool C and 0.23% with respect to Reference Pool D. Reference Obligations secured by manufactured homes may present a greater risk that the mortgagor will default on the Reference Obligation as compared to Reference Obligations secured by non-manufactured homes. Consequently, you should consider that a higher number of Reference Obligations secured by manufactured homes may result in Credit Events and Modification Events (as well as increased severity of losses realized with respect thereto) and therefore result in an increase in losses suffered by the Noteholders.

### ***Impact of Potential Military Action and Terrorist Attacks***

The effects that military action by United States forces in other regions and terrorist attacks within or outside the United States may have on the performance of the Reference Obligations cannot be determined at this time. Prospective investors should consider the possible effects on delinquency, default and prepayment experience of the Reference Obligations. Federal agencies and non-government lenders have and may continue to defer, reduce or forgive payments and delay foreclosure proceedings in respect of mortgage loans to mortgagors affected in some way by recent and possible future events.

The Relief Act, similar state military relief laws and our policies relating to servicemembers may require payment reduction or foreclosure forbearance to some mortgagors and their dependents. Moreover, federal and state agencies have deferred, reduced or forgiven and may continue to defer, reduce or forgive payments and delay foreclosure proceedings for mortgage loans to mortgagors affected in some way by possible future military action, deployment or terrorist attacks whether or not they are servicemembers or their dependents. See “*Certain Legal Aspects of Mortgage Loans — Servicemembers Civil Relief Act*”.

### ***Mortgage Loan Historical Information is Not Indicative of Future Performance of the Reference Pools***

The information with respect to the Reference Obligations and our mortgage loans generally in this Memorandum or otherwise made available to you is historical in nature and should not be relied upon as indicative of the future performance of the Reference Obligations. In the past, historical information was not indicative of future performance due to various factors, including changes in lending standards, availability of affordable mortgage products, the general state of the economy and housing prices.

## **Governance and Regulation**

### ***New Laws and Regulations May Adversely Affect Our Business Activities and the Reference Pools***

There has been a substantial expansion of the regulation of loans and of the financial services industry during the past decade, including new requirements resulting from the Dodd-Frank Act and related rulemakings. For example, the CFPB has adopted a rule that establishes ability to repay requirements for mortgage sellers, as well as rules that require servicers to, among other things, make good faith early intervention efforts to notify delinquent mortgagors of loss mitigation options, to implement available loss mitigation procedures and, if feasible, exhaust all loss mitigation options before initiating foreclosure. All of the Reference Obligations are subject to these rules, and it is possible that a seller’s or servicer’s failure to comply with requirements adopted during the past several years could adversely affect the value of the Reference Obligations.

Regulators continue to implement new requirements related to the purchasing and servicing of mortgages, as well as to modify and interpret requirements that already are effective. In addition, certain legislative initiatives, if adopted, could modify the Dodd-Frank Act or other provisions and related regulatory requirements. Future changes to regulatory requirements could affect the servicing value of the Reference Obligations, require us and the sellers and servicers to change certain business practices relating to the Reference Obligations and make the servicing of mortgage loans more expensive. We and the sellers and servicers may also face a more complicated regulatory environment due to future regulatory changes, which could increase compliance and operational costs. In addition, it could be difficult for us and the sellers and servicers to comply with any future

regulatory changes in a timely manner, which could interfere with the servicing of the Reference Obligations, limit default management and our loss mitigation options and lead to an increased likelihood of Credit Events and Modification Events (and greater losses realized with respect thereto), which in turn could result in an increase in losses on the Notes.

***Governmental Actions May Affect Servicing of Mortgage Loans and May Limit the Servicer's Ability to Foreclose***

The federal government, state and local governments, consumer advocacy groups and others continue to urge servicers to be aggressive in modifying mortgage loans to avoid foreclosure, and federal, state and local governmental authorities have enacted and continue to propose numerous laws, regulations and rules relating to mortgage loans generally, and foreclosure actions particularly. For example, the CFPB released final rules relating to mortgage servicing, which became effective on January 10, 2014, that prohibit a servicer from, among other things, commencing a foreclosure on a principal residence until a mortgage loan is more than 120 days delinquent and could delay foreclosure even beyond that time period if the mortgagor applies for a loss mitigation option, such as a loan modification. A Modification Event could occur if the mortgagor is eligible for a loan modification option made available by the owner of the mortgage loan. If the servicer denies the mortgagor a loan modification, the mortgagor may appeal, which would further delay foreclosure proceedings. Foreclosure also will be delayed if a mortgagor enters into a loss mitigation option, including a loan modification, and subsequently fails to comply with its terms. A Modification Event with respect to a Reference Obligation could result in interest amount reductions and principal write-downs on the Corresponding Class of Notes. If the rate of Modification Events due to government actions increases, this could have an adverse impact on the Corresponding Classes of Notes. The final rules, among other things, also require servicers to provide certain notices, follow specific procedures relating to loss mitigation and foreclosure alternatives and establish protocols such as assuring that the mortgagor be able to contact a designated person(s) at the servicer to facilitate communications. In August 2016, the CFPB released the 2016 Servicing Rules that revise and amend provisions regarding force-placed insurance notices, policies and procedures, early intervention and loss mitigation requirements under Regulation X's servicing provisions, prompt crediting and periodic statement requirements under Regulation Z's servicing provisions, and compliance under certain servicing requirements when a person is a potential or confirmed successor in interest, is a debtor in bankruptcy, or sends a cease communication request under the Fair Debt Collection Practices Act. Most of these changes took effect in October 2017, and the remaining changes took effect in April 2018. In 2017, the CFPB issued a final rule making technical corrections to the 2016 Servicing Rules and an interim final servicing rule related to early intervention notices when borrowers have invoked the cease communication protection under the Fair Debt Collections Act. In 2018, the CFPB issued a final rule amending the 2016 Servicing Rules with respect to periodic statements and coupon books for consumers entering or exiting bankruptcy. The expense of complying with these new CFPB servicing standards for a servicer may be substantial.

Any violations of these laws, regulations and rules may provide new defenses to foreclosure or result in limitations on upward adjustment of mortgage interest rates, reduced payments by mortgagors, permanent forgiveness of debt, increased prepayments due to the availability of government-sponsored refinancing initiatives and/or increased reimbursable expenses. Any of these factors may lead to increased Credit Events and Modification Events (as well as increase the severity of losses realized with respect thereto) and are likely to result in delayed and reduced payments on the Reference Obligations. In addition, these laws, regulations and rules may increase the likelihood of a modification of the mortgage note with respect to a delinquent mortgagor rather than a foreclosure.

Several courts and state and local governments and their elected or appointed officials also have taken unprecedented steps to slow the foreclosure process or prevent foreclosures altogether. A number of these laws have been enacted, including in California. These laws, regulations and rules will result in delays in the foreclosure process, and may lead to reduced payments by mortgagors or increased reimbursable servicing expenses. During the financial crisis, federal and state regulatory and criminal enforcement authorities entered into a variety of voluntary settlement agreements and consent orders with mortgage servicers, many of which service mortgage loans backing the Reference Obligations. These settlement agreements and consent orders provide for financial relief for homeowners, including mortgage loan principal reduction, refinancing and

increased benefits and protections for servicemembers and veterans, and comprehensive reform of mortgage servicing practices for the impacted servicers. It is possible that future actions against additional servicers will result in similar agreements with similar terms, or that regulations or rules enacted by the CFPB or other governmental entities could require a servicer to implement these types of reforms with respect to the Reference Obligations. Any such changes to the servicing procedures could lead to increased Credit Events and Modification Events (as well as increase the severity of losses realized with respect thereto) and therefore could result in an increase in losses suffered by the Noteholders.

Noteholders will bear the risk that future regulatory and legal developments will result in losses on their Notes. The effect on the Notes will be likely more severe if any of these future legal and regulatory developments occur in one or more states in which there is a significant concentration of mortgaged properties.

The long-term impact of the Dodd-Frank Act and related current and future regulatory changes on the Reference Pools and the financial services industry in general will depend on a number of factors that are difficult to predict, including the ability to successfully implement any changes to business operations, changes in consumer behavior, and seller's and servicer's responses to the Dodd-Frank Act and related current and future regulatory changes.

#### ***Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Reference Pools***

Our business operations and those of our sellers and servicers may be adversely affected by other legislative and regulatory actions at the federal, state and local levels, including by legislation or regulatory action that changes the loss mitigation, pre-foreclosure and foreclosure processes. For example, we could be negatively affected by legislative, regulatory or judicial action that: (a) changes the foreclosure process in any individual state; (b) limits or otherwise adversely affects the rights of a holder of a first lien on a mortgage (e.g., by granting priority rights in foreclosure proceedings for homeowner associations); (c) expands the responsibilities of (and costs to) servicers for maintaining vacant properties prior to foreclosure; or (d) permits or requires principal reductions, such as allowing local governments to use eminent domain to seize mortgage loans and forgive principal on the mortgage loans. These actions could delay the foreclosure process, and could increase expenses, including by potentially delaying the final resolution of seriously delinquent mortgage loans and the disposition of non-performing assets, and could lead to increased Credit Events and Modification Events (as well as increase the severity of losses realized with respect thereto).

In February of 2015, former FHFA Director Mel Watt announced publicly that FHFA was studying the opportunities for including principal forgiveness as part of our loss mitigation strategy. In April of 2016, we announced our participation in a FHFA mandated modification program that permanently forgives a portion of principal for certain qualifying mortgagors and mortgage loans. See *“General Mortgage Loan Purchase and Servicing — Servicing Standards — Default Management”* in Appendix B for a description of this modification program. As of the date of this Memorandum, none of the Reference Obligations would qualify for a Principal Reduction Modification under the terms of this program. However, future legislative or regulatory action could be implemented to initiate new, or expand upon existing, loss mitigation strategies, which could be made applicable to the Reference Obligations.

Several bills related to flood insurance have been introduced by Congress. Some of these proposals could limit our ability to manage private flood insurer counterparty risks and set terms for private flood insurance policies. We have no ability to predict whether any similar legislation will be introduced in the future, or whether any such legislation would ultimately be enacted into law. Further, without knowing the specific content of any such future legislation, we are unable to predict what impact such legislation would have on us, the Reference Pools or the Notes. You should be aware that any such legislation could negatively impact us, the Reference Pools and your investment in the Notes. See *“Risk Factors — Risks Relating to Freddie Mac”*.

In August 2014, the SEC adopted substantial revisions to Regulation AB and other rules regarding the offering process, disclosure and reporting for asset-backed securities as defined in Regulation AB. Among other things, the changes require (i) commencing with offerings after November 23, 2016, enhanced disclosure of loan level information at the time of securitization and on an ongoing basis, (ii) that the transaction agreements provide for review of the underlying assets by an independent asset representations reviewer if certain trigger events occur and (iii) periodic assessments of an asset-backed security issuer's continued ability to conduct shelf



offerings. Also in August 2014, the SEC issued final rules that became effective in June 2015 encompassing a broad category of new and revised rules applicable to NRSROs. These rules include provisions that require (i) issuers or underwriters of rated asset-backed securities to furnish a Form ABS-15G that contains the findings and conclusions of reports of third-party due diligence providers, (ii) third-party due diligence providers to provide a form with certain information to NRSROs regarding their due diligence services, findings and conclusions, and a certification as to their review and (iii) NRSROs to make publicly available the forms provided by any third-party due diligence providers. In addition, pursuant to the Dodd-Frank Act, in October 2014, the SEC and other regulators adopted risk retention rules that require, among other things, that a sponsor, its affiliate or certain other eligible parties retain at least 5% of the credit risk underlying a non-exempt securitization, and in general prohibit the transfer or hedging of, and restrict the pledge of, the retained credit risk; the risk retention rules took effect for non-exempt residential mortgage-backed securities transactions issued on or after December 24, 2015 and on or after December 24, 2016 for all other non-exempt securitizations. We cannot predict what effect these new rules will have on the marketability of asset-backed securities. These new rules should not be applicable to the Notes because the Notes are not asset-backed securities as defined in the Exchange Act or in Regulation AB. However, if the Notes are viewed in the financial markets as having traits in common with asset-backed securities, your Notes may be less marketable than asset-backed securities that are offered in compliance with the new rules.

Investors should be aware and in some cases are required to be aware of the EU Due Diligence Requirements which under the EU Securitization Regulation apply to EU Institutional Investors. Amongst other things, the EU Due Diligence Requirements restrict an EU Institutional Investor from investing in a securitization unless the EU Institutional Investor has verified that:

- (a) the originator or original lender of the underlying exposures of the securitization grants all the credits giving rise to the underlying exposures on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness;

- (b) the EU Retention Requirement has been satisfied for such securitization; and

- (c) the originator, sponsor or SSPE has, where applicable, made available the information required by Article 7 in accordance with the frequency and modalities provided for in Article 7.

Failure on the part of an EU Institutional Investor to comply with one or more of the EU Due Diligence Requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a punitive capital charge on the Notes acquired by the relevant investor. Aspects of the EU Due Diligence Requirements and what is or will be required to demonstrate compliance to national regulators remain unclear.

Each EU Institutional Investor should consult with its own legal, accounting, regulatory and other advisors and/or its national regulator to determine whether, and to what extent, the information set out under "*EU Retention Requirement*" and in this Memorandum generally is sufficient for such EU Institutional Investor to satisfy the EU Due Diligence Requirements, including, without limitation, whether the commitment of Freddie Mac under the EU Risk Retention Letter to retain a material net economic interest in the securitization is sufficient to satisfy the EU Retention Requirement. Any such EU Institutional Investor is required to independently assess and determine the sufficiency of the information described in this Memorandum for the purposes of complying with the EU Due Diligence Requirements.

Article 7 requires the originator, sponsor and SSPE of a securitization to make certain prescribed information relating to the securitization available to investors, competent authorities and, upon request, to potential investors. Such prescribed information includes quarterly asset level reporting and quarterly investor reporting using a specified form of reporting template. The EU Securitization Regulation does not specify the jurisdictional scope of application of Article 7. However, the European Banking Authority has stated that Article 6 of the EU Securitization Regulation should apply only to originators, sponsors and original lenders established in the EU and, on the basis of that statement by analogy, Article 7 should apply only to originators, sponsors or SSPEs established in the EU. Neither Freddie Mac nor the Trust is established in the EU.



Accordingly, neither Freddie Mac nor the Trust commits to make available to investors the prescribed information relating to the securitization provided for in Article 7.

The EU Due Diligence Requirements require EU Institutional Investors to verify that the originator, sponsor or SSPE of a securitization has, where applicable, made available the information required by Article 7. The meaning to be given to the wording “where applicable” in that requirement is unclear. One view is that “where applicable” means that EU Institutional Investors need only verify that the information required by Article 7 has been made available in securitizations where there is an originator, sponsor or SSPE established in the European Union. Another view, however, is that while the obligation to provide the information does not fall on an originator, sponsor or SSPE that is not established in the European Union, EU Institutional Investors need to verify that the Article 7 information, or information of equivalent scope, has been and will be made available. However, there is no guidance from the European Banking Authority or the European Securities and Markets Authority on this point and investors may take different views.

None of the Transaction Parties, their respective Affiliates or any other person:

(i) makes any representation that the information described herein is sufficient in all circumstances for the purpose of permitting an EU Institutional Investor to comply with the EU Due Diligence Requirements or any other applicable legal, regulatory or other requirements in respect of an investment in the Notes;

(ii) will have any liability to any prospective investor or any other person with respect to any deficiency in such information or any failure of the transactions contemplated herein to comply with or otherwise satisfy the EU Due Diligence Requirements or any other applicable, legal, regulatory or other requirements; and

(iii) will have any obligation, other than the obligations assumed by the Sponsor under the EU Risk Retention Letter and the obligations assumed by the Transaction Parties under the transaction documents generally, to assist EU Institutional Investors in complying with the EU Due Diligence Requirements or any other applicable legal, regulatory or other requirements.

Without limitation to the foregoing, no assurance can be given that the EU Due Diligence Requirements, or the interpretation or application thereof, will not change, and, if any such change is effected, whether such change would affect the regulatory position of current or future investors in the Notes. In particular, Freddie Mac has no obligation to change the quantum or nature of its holding of the Retained Interest due to any future changes in the EU Retention Requirement.

Investors should also independently assess and determine whether they are directly or indirectly subject to market risk capital rules jointly promulgated by the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve and the FDIC that became effective on January 1, 2013. Any prospective investor that is subject to these rules should independently assess and determine its ability to comply with the regulatory capital treatment and reporting requirements that may be required with respect to the purchase of a Note and what impact any such regulatory capital treatment and reporting requirements may have on the liquidity or market value of the Notes.

All of these events could have a material adverse impact on the Noteholders.

#### ***Violations of Various Federal, State and Local Laws May Result in Losses on the Reference Obligations***

Applicable state and local laws generally regulate interest rates and other charges, require specific disclosure and require licensing of the originator. In addition, other state and local laws, public policy and general principles of equity relating to the protection of consumers, unfair and deceptive practices and debt collection practices may apply to the origination, servicing and collection of the Reference Obligations.

The Reference Obligations are also subject to federal laws, including:

- TILA and Regulation Z promulgated thereunder (including TRID), which require specific disclosures to the mortgagors regarding the terms of the Reference Obligations;
- the Homeownership and Equity Protection Act and state, county and municipal “high cost” laws and ordinances enacted to combat predatory or abusive lending;

- the Equal Credit Opportunity Act and Regulation B promulgated thereunder, which prohibit discrimination on the basis of age, race, color, sex, religion, marital status, national origin, receipt of public assistance or the exercise of any right under the Consumer Credit Protection Act, in the extension of credit;
- the Fair Credit Reporting Act, which regulates the use and reporting of information related to the mortgagor's credit experience; and
- RESPA and Regulation X promulgated thereunder, which impose requirements pertaining to (a) the disclosure of certain terms of mortgage loans prior to origination and during the servicing life of the loan, and (b) the mitigation and foreclosure activities, among other requirements, which are implemented through TRID for mortgage loan applications received on or after October 3, 2015.

Depending on the provisions of the applicable law and the specific facts and circumstances involved, violations of these federal or state laws, policies and principles may limit the ability to collect all or part of the principal of or interest on the Reference Obligations, may result in a defense to foreclosure or an “unwinding” or rescission of the Reference Obligations and may entitle the mortgagor to a refund of amounts previously paid, which may reduce the Net Liquidation Proceeds received with respect to a Reference Obligation and therefore, may increase the Tranche Write-down Amount allocated to the related Reference Tranches and the corresponding principal write-downs on the related Class of Notes. See *“Certain Legal Aspects of Mortgage Loans”*.

#### ***Violations of TRID or Other TILA Provisions May Result in Losses***

The CFPB has promulgated TRID, which became effective for mortgage loan applications received on or after October 3, 2015. The purpose of TRID is to reconcile and improve overlapping disclosure obligations under TILA and RESPA relating to residential mortgage loans. A number of violations of TRID have been reported in the marketplace since it became effective. There are interpretive uncertainties under TRID, both as to the liability associated with some of the violations and as to whether and how some of the violations may be cured. Although TRID and Section 130(b) of TILA provide for a mechanism to cure certain non-numerical “clerical” errors in the closing disclosure, uncertainties remain as to liability for violating other requirements in the closing disclosure and in the loan estimate, including some minor or technical violations that may not be covered by TRID’s cure mechanism. On December 29, 2015, the Director of the CFPB released the CFPB Director’s Letter, which provided informal guidance with respect to some of these uncertainties. The CFPB Director’s Letter is not binding on the CFPB, any other regulator or the courts and does not necessarily reflect how courts and regulators, including the CFPB, may view liability for TRID violations in the future. On July 7, 2017, the CFPB issued a final rule that amended its earlier TRID regulations and should provide additional clarity to assist mortgage loan originators in providing compliant disclosures. Specifically, the rule broadened the TRID regulations’ coverage, formalized certain informal guidance the CFPB has previously issued, made additional clarifications and technical amendments, and provided a limited number of substantive changes. The rule did not further address any liability or cure issues. The rule became effective on October 10, 2017, but compliance was not mandatory until October 1, 2018.

The rule’s most significant change is the expansion of coverage to all mortgage loans secured by a cooperative unit. The inclusion of cooperative mortgage loans under the TRID disclosure requirements is intended to increase consistency and assure that the proper disclosures are provided for any cooperative mortgage loan. The other amendments, including the creation of express tolerances for accuracy in calculating the total of payments, modification of the partial exemption from the TRID disclosures for certain non-interest bearing subordinate lien transactions, and guidance on the sharing of disclosures with various parties involved in the mortgage origination process to address privacy concerns, are expected to assist our sellers in their efforts to comply with TRID disclosure requirements, but there is no way to ensure this will be the case.

Liability under TILA for violations of TRID and other provisions may include actual damages, statutory damages, attorneys’ fees and court costs. Further, for certain mortgage loans, the right of rescission may be extended to three years from consummation if there were errors in certain “material disclosures” or the notice of right to cancel required under TILA. Each Reference Obligation with an application date on or after October 3, 2015 is subject to TRID. Neither we nor the Third-Party Diligence Provider conducted a post-purchase loan file

review for any of the Reference Obligations for technical compliance with TRID or certain other TILA provisions, such as under-disclosure of the finance charge and/or annual percentage rate (APR), rescission errors or payment schedule errors; however, consistent with current practices, we and the Third-Party Diligence Provider did evaluate whether the correct disclosure forms were used in connection with the origination of the Reference Obligations that were reviewed by us and the Third-Party Diligence Provider as described herein under “*The Reference Obligations — Results of Freddie Mac Quality Control*” and “*The Reference Obligations — Third-Party Due Diligence Review*” in Annex 1-A, Annex 1-B, Annex 1-C and Annex 1-D with respect to Reference Pool A, Reference Pool B, Reference Pool C and Reference Pool D, respectively. As a result, it is possible that certain Reference Obligations may have been underwritten in a manner that violates TRID or other TILA provisions, and we are not aware of such violations. Damages or costs resulting from a TRID or other TILA violation could reduce the Net Liquidation Proceeds received with respect to a Credit Event Reference Obligation, and therefore may increase the Tranche Write-down Amount allocated to the related Reference Tranches and the corresponding principal write-down on the related Class of Notes. In the event we were to discover a TRID or other TILA violation with respect to a Reference Obligation and deliver a request to the related seller or servicer to repurchase such Reference Obligation, such Reference Obligation may be reclassified as having an Underwriting Defect and result in a Reference Pool Removal from the Corresponding Reference Pool. Reference Pool Removals could have the same effect on the Corresponding Reference Pools as prepayments in full. See “— *Risks Relating to the Notes Being Linked to a Reference Pool — The Timing of Credit Events and Modification Events (and the Severity of Losses Realized with respect Thereto) May Adversely Affect Returns on the Notes*” and “— *Our Review of Reference Obligations That Become Credit Event Reference Obligations May Not Result in Reversed Credit Event Reference Obligations*”.

#### ***Special Assessments, Energy Efficiency and Homeowner Association Liens May Take Priority Over the Mortgage Lien***

Mortgaged properties securing the Reference Obligations may be subject to the lien of special property taxes and/or special assessments and liens that secure payment of periodic dues to homeowner associations. These liens may be superior to the liens securing the Reference Obligations, irrespective of the date of the mortgage loan.

In some instances, individual mortgagors may be able to elect to enter into contracts with governmental agencies for Property Assessed Clean Energy (PACE) or similar assessments that are intended to secure the payment of energy, water efficiency, distributed energy generation or other improvements that are permanently affixed to their properties, possibly without notice to or the consent of the mortgagee. These assessments may also have lien priority over the mortgage loans consisting of the Reference Obligations or may survive a foreclosure action thereby affecting the subsequent disposition of an REO subject to such lien. No assurance can be given that any mortgaged property so assessed will increase in value to the extent of the assessment lien. Additional indebtedness secured by the assessment lien would reduce the amount of the value of the mortgaged property available to satisfy the affected Reference Obligation if certain Credit Events were to occur, and could therefore reduce the Net Liquidation Proceeds received with respect to such Reference Obligation (and ultimately increase the losses allocated to the Corresponding Class of Notes).

In numerous states, unpaid dues owed to a homeowner or condominium association may result in a lien on the related mortgaged property that has priority over the lien of a mortgage. If the holder of such a homeowner association lien forecloses on the related mortgaged property, the lien of the mortgage may be extinguished, resulting in losses on the related mortgage loan.

#### **Risks Relating to Freddie Mac**

In addition to the risks relating to us set forth below, investors should carefully consider the risk factors set forth in our most recent Annual Report on Form 10-K filed with the SEC and which is incorporated in this Memorandum by reference.

#### ***Creditworthiness of Freddie Mac***

The receipt by Holders of interest and principal payments on their Notes may be dependent on the Trust’s timely receipt of payments from us under the Collateral Administration Agreement and the Capital Contribution

Agreement. Our failure to pay the Transfer Amount, Return Reimbursement Amount and/or Capital Contribution Amount with respect to any Payment Date, whether because of our creditworthiness or otherwise, may result in the Trust's inability to pay interest and/or principal on the Notes in full on such Payment Date.

The Administration Agreement will require us to reimburse the Trust for Expenses. Our failure to pay Expenses for any reason, whether because of our creditworthiness, the application of the relevant Expense Cap or otherwise, will result in the Trust's inability to pay its operating expenses.

Any Freddie Mac Default would permit the Trust to designate an Early Termination Date which, in turn, would result in a redemption of the Notes on the corresponding Early Redemption Date. See *"Risks Related to Eligible Investments — Noteholders Are Exposed to the Value of the Underlying Assets of the Eligible Investments"* and *"Description of the Notes — Scheduled Maturity Date, Early Redemption Date and Class Redemption Dates"*.

***FHFA Could Terminate the Conservatorship by Placing Us into Receivership, Which Could Adversely Affect Our Performance under the Collateral Administration Agreement and the Capital Contribution Agreement***

Under the Reform Act, FHFA must place us into receivership if the Director of FHFA makes a determination that our assets are and have been less than our obligations for a period of 60 days. 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 its quarterly or annual financial statements and would continue for 60 days after that date. In addition, we could be put into receivership at the discretion of the Director of FHFA at any time for other reasons set forth in the Reform Act.

A receivership would terminate the current conservatorship. If FHFA were to become our receiver, it could exercise certain powers that could adversely affect the Holders of the Notes. 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 obligations under the Collateral Administration Agreement and the Capital Contribution Agreement, 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 that our assets were available for that purpose.

During a receivership, certain rights of the Trust under the Collateral Administration Agreement and the Capital Contribution Agreement may not be enforceable against FHFA, or enforcement of such rights may be delayed. Whether or not FHFA as receiver repudiates the Capital Contribution Agreement or the Collateral Administration Agreement, the Issuer may be treated as a general unsecured creditor of Freddie Mac with respect to any unpaid Capital Contribution Amounts, Transfer Amounts or Return Reimbursement Amounts that accrued prior to the commencement of the receivership. A receivership of Freddie Mac is not an event of default under the Indenture, though if an Event of Default under the Indenture occurs as a result of such receivership, it would be a Freddie Mac Default, which will give the Trust the right to designate an Early Termination Date under the Collateral Administration Agreement.

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 we are a party, or obtain possession of or exercise control over any property of ours, or affect any contractual rights of ours, without the approval of FHFA as receiver, for a period of 90 days following the appointment of FHFA as receiver.

The Custodian Account and the Eligible Investments held therein are legally separated from any receivership estate because they are owned by the Issuer, which is a legally separate entity from us and, moreover, because we will never have had any ownership interest in the Note proceeds used to purchase the Eligible Investments. The legal isolation of the Custodian Account and Eligible Investments held in the Custodian Account could nonetheless be challenged if FHFA were to ask a court to substantively consolidate the Trust with us and to pool all of their respective assets for distributions to our creditors. The Reform Act does not

expressly authorize FHFA, as receiver, to substantively consolidate affiliates into us, and the disregard of an entity's separate existence is not generally favored. However, if substantive consolidation were nonetheless to occur, there could be delays in payments to Noteholders and in the enforcement of rights to payments from the Custodian Account.

#### ***A Receiver May Transfer or Sell Our Assets and Liabilities***

If FHFA were to be appointed as receiver for us, the receiver would have the right to transfer or sell any asset or liability of ours, without any approval, assignment or consent. If the receiver were to transfer our obligations under the Collateral Administration Agreement and the Capital Contribution Agreement to another party, Holders of the Notes would be exposed to the credit risk of that party.

#### ***We are Dependent Upon the Support of Treasury***

We receive substantial support from Treasury and are dependent upon continued support in order to continue operating our business. Our ability to access funds from Treasury under the Purchase Agreement is critical to keeping us solvent, allowing us to focus on our primary business objectives under conservatorship, and avoiding appointment of a receiver by FHFA under statutory mandatory receivership provisions. We have no ability to predict what regulatory and legislative policies or actions the Administration will pursue with respect to us. Any deterioration in our financial position and any discontinued support of the Treasury could impact our performance under the Collateral Administration Agreement and the Capital Contribution Agreement. Investors will be subject to the credit risk associated with our ability to make payments under the Collateral Administration Agreement. See "*Freddie Mac — Purchase Agreement, Warrant and Senior Preferred Stock.*"

#### ***Changes in Our Business Practices May Negatively Affect the Noteholders***

We have a set of policies and procedures that we follow in the normal course of our mortgage loan purchase and servicing business, which are generally described in this Memorandum. We have indicated that certain of these practices are subject to change over time, as a result of changes in the economic environment and as a result of regulatory changes and changes in requirements of its regulators, including implementation of the "Single Security" initiative pursuant to the proposed common securitization platform, among other reasons. We may at any time change our practices as they relate to servicing requirements for servicers, including policies with respect to loss mitigation, quality control policies and quality assurance policies, policies governing the pursuit of remedies for breaches of sellers' representations and warranties, REO disposition policies and other policies and procedures that may, in their current forms, benefit the Noteholders. See "*General Mortgage Loan Purchase and Servicing — Quality Control Process*" in Appendix B. In undertaking any changes to our practices or our policies and procedures, we may exercise complete discretion and have no obligation to consider the impact on you, and may undertake changes that negatively affect you in pursuing other interests, including, but not limited to, minimizing losses for taxpayers and complying with requirements put forth by our regulators, among others.

#### ***Future Legislation and Regulatory Actions Will Likely Affect the Role of Freddie Mac***

Future legislation will likely materially affect the role of Freddie Mac, its business model, its structure and future results of operations. Some or all of Freddie Mac's functions could be transferred to other institutions, and it could cease to exist as a stockholder-owned company or at all.

In addition to legislative actions, FHFA has expansive regulatory authority over Freddie Mac, and the manner in which FHFA will use its authority in the future is unclear. FHFA could take a number of regulatory actions that could materially adversely affect Freddie Mac, such as changing or reinstating current capital requirements, which are not binding during conservatorship.

In January 2019, the administration indicated that it expects to announce a framework for the development of a policy for comprehensive housing finance reform, and that it will work with Congress to formulate a reform plan.



On March 27, 2019, the President issued a memorandum on federal housing finance reform. The President directed the Secretary of the Treasury to develop a plan for administrative and legislative reforms as soon as practicable to achieve housing reform goals that include the following: ending the conservatorships of Fannie Mae and Freddie Mac, both of which are GSEs; facilitating competition in the housing finance market; establishing regulation of the GSEs that safeguards their safety and soundness and minimizes the risks they pose to the financial stability of the United States; and providing that the federal government is properly compensated for any explicit or implicit support it provides to the GSEs.

The President further directed that Treasury's plan include reform proposals to: preserve access for qualified homebuyers to 30-year fixed-rate mortgages and other mortgage options that best serve the financial needs of potential homebuyers; maintain equal access to the federal housing finance system for all lenders; establish appropriate capital and liquidity requirements for the GSEs; increase competition and participation of the private sector in the mortgage market; mitigate the risks undertaken by the GSEs; recommend appropriate size and risk profiles for the GSEs' retained mortgage and investment portfolios; define the role of the GSEs in multifamily mortgage finance; evaluate the GSEs' exemption from certain requirements of the "qualified mortgage" determination; define the GSEs' role in promoting affordable housing; and set the conditions necessary for the termination of the conservatorships, including that the federal government is fully compensated for the explicit and implicit guarantees provided to the GSEs or any successor entities, the GSEs' activities are restricted to their core statutory mission and the size of their investment and retained portfolios is appropriately limited, and the GSEs are subjected to heightened prudential requirements and safety and soundness standards, including increased capital requirements.

On September 5, 2019, Treasury released the Treasury Plan. The Treasury Plan includes 49 recommended legislative and administrative reforms that would advance the reform goals outlined in the presidential memorandum: ending the conservatorships of the GSEs, facilitating competition in the housing finance system, establishing regulation of the GSEs that safeguards their safety and soundness and minimizes the risks they pose to the financial stability of the United States, and providing that the federal government is properly compensated for any explicit or implicit support it provides to the GSEs or the secondary housing finance market.

Among other things, Treasury states that its preference and recommendation is for Congress to enact comprehensive housing finance reform legislation. Specifically, the Treasury Plan indicates that legislative reforms should replace the Purchase Agreement with an explicit, paid-for guarantee backed by the full faith and credit of the federal government that is limited to the timely payment of principal and interest on qualifying mortgage-backed securities and that the explicit government guarantee should be available to rechartered GSEs and to any other FHFA-approved guarantors of mortgage-backed securities collateralized by eligible conventional mortgage loans or eligible multifamily mortgage loans. Further, the government's guarantee would stand behind significant first-loss private capital and would be triggered only in exigent circumstances.

To ensure stability in the housing finance system pending comprehensive housing finance reform legislation, the Treasury Plan indicates that it will be necessary to maintain limited and tailored government support for the GSEs by leaving the Purchase Agreement commitments in place after the GSE conservatorships. The Treasury Plan notes that the government should be compensated for its continued support through a periodic commitment fee.

The Treasury Plan also indicates that FHFA should begin the process of ending the GSE conservatorships. It recommends that the Purchase Agreement be amended to enhance Treasury's ability to mitigate the risk of a draw on the commitments after the conservatorships have ended. It also indicates that other Purchase Agreement amendments should ensure that each GSE continues to be subject to appropriate mission and safety and soundness regulation after conservatorship and that future GSE activities are limited to those that have a close nexus to the underlying rationale for government support.

Treasury has indicated that it will continue to support FHFA's administrative actions to enhance regulation of the GSEs, promote private sector competition, and satisfy preconditions for ending the GSEs' conservatorships. We cannot predict whether Congress will enact legislation or FHFA will take administrative action that is consistent with these recommendations, nor can we predict what regulatory and legislative policies or actions the Trump Administration will pursue with respect to Freddie Mac.

## **Risks Related to Eligible Investments**

### ***Noteholders Are Exposed to the Value of the Underlying Assets of the Eligible Investments***

The Trust's source of funds for repayment of the outstanding Class Principal Balance of each Class of Notes will be limited to the proceeds of the liquidation of the Eligible Investments and any payments of Return



Reimbursement Amounts and Capital Contribution Amounts we are required to make under the Collateral Administration Agreement and Capital Contribution Agreement, respectively. Accordingly, in the event that we fail to make any payments of Capital Contribution Amounts required by the Capital Contribution Agreement, you will be exposed to the market value of the Eligible Investments. There can be no assurance that there will be no default with respect to payments on the Eligible Investments or declines in the value of Eligible Investments. See “*The Agreements — The Indenture — Accounts, Accountings and Reports*”.

The Trust’s source of funds for payment of interest on a Class of Notes on any Payment Date will be (i) the investment earnings on the Eligible Investments with respect to such Payment Date, (ii) the Transfer Amount due from us with respect to such Payment Date under the Collateral Administration Agreement and (iii) the Index Component Contribution due from us with respect to such Payment Date under the Capital Contribution Agreement. A decrease in the investment earnings on Eligible Investments could result in the failure of Noteholders to receive the full amount of accrued interest payable on a Payment Date in the event that we do not pay the Index Component Contribution portion of the Capital Contribution Amount, if any, with respect to such Payment Date.

#### ***Certain Types of Eligible Investments May Suspend or Delay Redemptions***

Some types of Eligible Investments may, pursuant to the terms of such Eligible Investments, be able to suspend or delay redemptions. Any suspension or delay of redemptions may cause a delay or loss in the payment of principal or interest on the Notes. Furthermore, certain types of Eligible Investments may, under certain conditions, impose fees on redeeming investors. Any of these conditions could materially and adversely affect the Trust’s ability to pay the outstanding principal amount of or interest on the Notes, should we fail to pay the Capital Contribution Amount as required by the Capital Contribution Agreement.

#### ***Redeeming Units of an Eligible Investment During an Unfavorable Market Environment May Affect the Net Asset Value of Such Eligible Investment***

Any Eligible Investment could experience a decrease in net asset value and/or a negative yield, particularly in times of overall market turmoil or declining prices for the Eligible Investments sold, or when the markets are illiquid. When markets are illiquid, the Investment Manager may be unable to sell illiquid Eligible Investments at the desired time or price. Illiquidity can be caused by, among other things, a drop in overall market trading volume, an inability to find a ready buyer, or legal restrictions on the resale of the Eligible Investments. Certain Eligible Investments that were liquid when purchased may later become illiquid, particularly in times of overall economic distress. In selling Eligible Investments prior to maturity, any such Eligible Investment may realize a price higher or lower than that paid to acquire such Eligible Investment, depending upon whether interest rates have decreased or increased since their acquisition. Any of these conditions could materially and adversely affect the Trust’s ability to pay the outstanding principal amount of or interest on the Notes, should we fail to pay Capital Contribution Amount as required by the Capital Contribution Agreement.

#### ***Failure of Eligible Investments to Satisfy the Relevant Criteria May Not Result in Their Replacement***

In the event an Eligible Investment no longer satisfies the criteria set forth in the Investment Management Agreement, no action will be taken by the Investment Manager unless it has actual knowledge (without independent investigation) of such failure to satisfy such criteria. As a result, a period of up to 60 days (or more in the case of investments satisfying clause (b) of the definition of “Eligible Investments” in the “*Glossary of Significant Terms*”) may elapse following the failure of an Eligible Investment to meet such criteria before any action is taken to liquidate shares of such Eligible Investment and, therefore, it may continue to be invested in assets that may not at such time constitute an Eligible Investment.

#### ***Unfavorable Market Conditions May Cause Changes in the Yield of an Eligible Investment***

Although the market value, yield and liquidity of the Eligible Investments are generally less sensitive to changes in market interest rates than are funds that invest in longer-term investments, changes in short-term interest rates may cause changes to the market value, yield and liquidity of the Eligible Investments. During periods of rising interest rates, an Eligible Investment’s yield (and its market value) will tend to be lower than prevailing market rates. In addition, a low-interest rate environment may prevent an Eligible Investment from

providing a positive yield or maintaining a stable net asset value, and may cause an Eligible Investment to provide a negative yield. Market disruptions also may impair the liquidity of any Eligible Investments. If the market value, yield and/or liquidity of an Eligible Investment is impaired, the Trust's ability to pay the outstanding principal amount of and/or interest on the Notes could be materially and adversely affected, should we fail to pay the Capital Contribution Amounts as required by the Capital Contribution Agreement.

#### ***The Net Yield of a Fund May Become Negative for Other Reasons***

If an Eligible Investment incurs a management fee during a low interest rate environment, the payment of such fee may prevent the Eligible Investment from providing a positive yield or maintaining a stable net asset value of \$1.00, and may cause the Eligible Investment to provide a negative yield. Similarly, if the investments are issued with a negative yield by the U.S. government, or if a change in regulation requires Eligible Investments to mark-to-market, the Eligible Investments may be prevented from providing a positive yield or maintaining a stable net asset value of \$1.00. In either case, the Trust's ability to pay the outstanding principal amount of and/or interest on the Notes could be materially and adversely affected, should we fail to pay the Capital Contribution Amount covering any such decline in value or investment losses. In addition, in a negative yield environment, certain Eligible Investments may also trigger a reverse distribution mechanism or other similar actions to help maintain a stable net asset value, which would result in an investment deficiency.

#### ***The Investment Manager May Be Unable to Liquidate Investments in a Timely Manner***

There can be no assurances that there will not be a delay in the ability of the Investment Manager to liquidate the Eligible Investments or, upon such liquidation, that the amounts realized from the liquidation of the Eligible Investments will not be less than the outstanding principal amount. If we were to fail to pay the Transfer Amount required by the Collateral Administration Agreement and the Index Component Contribution portion of the Capital Contribution Amount required by the Capital Contribution Agreement, no other assets would be available to the Noteholders for payment of the resulting deficiency in the applicable Interest Payment Amount and the Noteholders would bear the resulting loss thereof.

#### ***Ineligible Investments***

The Investment Management Agreement requires that Trust Assets be invested only in Eligible Investments. The Investment Manager will be required to sell any ineligible investments, which may result in a loss if we fail to pay the Investment Liquidation Contribution portion of the Capital Contribution Amount if, and when, due.

### **Investment Factors and Risks Related to the Notes**

#### ***The Notes May Not Be Repaid in Full***

The Notes do not represent obligations (or interests in obligations) of any person or entity other than the Trust and do not represent a claim against any assets other than the Trust Assets. No governmental agency or instrumentality will guarantee or insure payment on the Notes. If the Trust were unable to make payments on the Notes from Trust Assets, no other assets would be available to Noteholders for payment of the deficiency, and Noteholders would bear the resulting loss.

#### ***Limited Source of Payments — No Recourse to Reference Obligations***

The Notes will be limited recourse obligations of the Trust, payable solely from the Trust Assets. The Notes will not be insured by any financial guaranty insurance policy. The Notes will not represent an interest in the Reference Obligations nor an obligation of us (other than with respect to our payment of the Transfer Amounts, Return Reimbursement Amounts and Capital Contribution Amounts owed by us under the Collateral Administration Agreement and Capital Contribution Agreement), the Indenture Trustee, the Owner Trustee, the Initial Purchasers or any of their affiliates. The Notes will be the obligations (or interests in obligations) solely of the Trust. If the Trust were unable to make payments on the Notes from the Trust Assets, no other assets would be available to Noteholders for payment of the deficiency, and Noteholders would bear the resulting loss.

#### ***Subordination of the Notes***

The rights of the Holders of the Notes with respect to the Trust Assets will be subject to our prior claims and may be subject to the claims of any other creditor of the Trust that is entitled to priority as a matter of law or by virtue of any nonconsensual lien that such creditor has on the Trust Assets.

***Each Class of Exchangeable Notes shares a Security Interest in the Trust Assets pro rata and pari passu with the other Classes of Exchangeable Notes***

Each Class of Exchangeable Notes shares a security interest in the Trust Assets with the other Classes of Exchangeable Notes. Each Class of Exchangeable Notes is entitled only to its pro rata share of the Trust Assets, including amounts on deposit in the Distribution Account and the Custodian Account; therefore, only a portion of the Trust Assets will be available to any Class of Exchangeable Notes on any Payment Date, including following the occurrence of an Indenture Event of Default. The recourse of Holders of any Class of Exchangeable Notes will be limited to a share of the Trust Assets proportionate to the Class Principal Balance of such Class of Exchangeable Notes as compared to the aggregate Class Principal Balance of all outstanding Classes of Exchangeable Notes. No Holder of an Exchangeable Note will have recourse to any Trust Assets in excess of such proportionate share or to any other person or entity for the payment of principal of or interest on such Class of Exchangeable Notes. In the event a Class of Exchangeable Note is redeemed on a Class Redemption Date prior to the redemption of one or more other Classes of Exchangeable Notes, the remaining outstanding Classes of Exchangeable Notes will share an undivided interest in the remaining Trust Assets after giving effect to such redemption.

***Credit Support Available to Corresponding Classes of Reference Tranches Pursuant to Hypothetical Structure Is Limited and May Not Be Sufficient to Prevent Loss on Your Notes***

Each Class of Reference Tranche will have the initial subordination and initial credit enhancement applicable to it as shown in Table 3. However, the amount of such subordination available to any Class of Reference Tranche and any Corresponding Class of Notes will be limited and may decline under certain circumstances as described in this Memorandum. Each Class B-3H Reference Tranche will be subordinate to all the other Reference Tranches corresponding to the applicable Reference Pool and the Corresponding Class of Notes and therefore does not benefit from any credit enhancement. See “*Summary — Status and Subordination*” and “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-down Amounts*”.

If we were to experience significant financial difficulties, or if FHFA placed us in receivership and our obligation was repudiated as described above in “— *Risks Relating to Freddie Mac*,” you may suffer losses as a result of the various contingencies described in this “*Risk Factors*” section and elsewhere in this Memorandum. The Notes, including interest thereon, are not guaranteed by the United States and do not constitute debts or obligations (or interests in debts or obligations) of the United States or any agency or instrumentality of the United States, including us.

***Subordination of Corresponding Classes of Reference Tranches Increases Risk of Loss on the Notes***

The Tranche Write-down Amount with respect to any Payment Date will be allocated in the order of priority described in “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-down Amounts*”. See also “*Description of the Notes — Reductions in Class Principal Balances of the Notes Due to Allocation of Tranche Write-down Amounts*”. Any Tranche Write-down Amount allocated to a Class of Reference Tranche corresponding to an outstanding Class of Notes will result in a corresponding reduction in the Class Principal Balance of such Class of Notes.

Similarly, to the extent that Modification Events result in a Modification Loss Amount, such Modification Loss Amount will be allocated in the order of priority described in “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Modification Loss Amount*”. Any Modification Loss Amount allocated to a Class of Reference Tranche corresponding to an outstanding Class of Notes will result in a corresponding reduction in the Interest Payment Amount and/or Class Principal Balance of such Class of Notes. See “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Modification Loss Amount*.”

If you calculate your anticipated yield based on an assumed rate of Credit Events and Modification Events with respect to a Reference Pool that is lower than the rate actually incurred on such Reference Pool, your actual yield to maturity may be lower than that so calculated and could be negative such that you may fail to receive a full return of your initial investment. The timing of Credit Events and Modification Events and the severity of

losses realized with respect thereto will also affect your actual yield to maturity, even if the average rate is consistent with your expectations. In general, the earlier the Notes suffer a reduction in Class Principal Balance due to the allocation of Tranche Write-down Amounts or Modification Loss Amounts on or a reduction in Interest Payment Amount triggered by Modification Loss Amounts, the greater the effect on your yield to maturity. See “*Prepayment and Yield Considerations*”.

For a more detailed description of the hypothetical structure and the Reference Tranches, including the effect of subordination, see “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches*”.

***Significant Write-downs of the Notes That Are Subsequently Subject to Write-ups Will Result in Lost Accrued Interest***

Any Tranche Write-down Amounts allocated to reduce the Class Notional Amount of a Class of Reference Tranche that corresponds to a Class of Notes will result in a corresponding reduction in the Class Principal Balance of such Class of Notes. Any subsequent increase in the Class Principal Balance of such Notes as a result of the reversal of Credit Events will not entitle the Holder of such Class of Notes to any interest that would otherwise have been due during any periods of reduction of the Class Principal Balance of such Notes. Noteholders could suffer significant loss of accrued interest to the extent of any extended period between a reduction and subsequent increase of the Class Principal Balance of the Notes. Credit Events may ultimately be reversed, potentially resulting in Tranche Write-up Amounts that write-up the Class Notional Amount of the related Reference Tranches. During the period in which Tranche Write-down Amounts have been allocated, prior to any reversal of Credit Events that result in Tranche Write-up Amounts that write-up the Class Notional Amount of a Class of Reference Tranche that corresponds to a Class of Notes, the Corresponding Class of Notes will have lost accrued interest on the Class Principal Balance that was so written down due to the allocation of such Tranche Write-down Amounts for the period of time during which such Credit Event existed and was not reversed.

***LIBOR Levels Could Reduce the Yield on the Notes***

Lower than anticipated levels of One-Month LIBOR could result in actual yields on the Notes that are lower than anticipated. One-Month LIBOR is not likely to remain constant at any level. The timing of a change in the level of One-Month LIBOR may affect the actual yield on the Notes, even if the average level is consistent with your expectation. In general, the earlier a change in the level of One-Month LIBOR, the greater the effect on the yield. As a result, the effect on the yield received due to a One-Month LIBOR that is lower (or higher) than the rate anticipated during earlier periods is not likely to be offset by a later equivalent increase (or reduction). Moreover, changes may not correlate with changes in interest rates generally or with changes in other indices. The yield on the Notes could be either adversely or positively affected if changes in One-Month LIBOR do not reflect changes in interest rates generally.

***A Change in Any Reporting Period May Affect the Yield on the Notes***

We are permitted to revise the definition of Reporting Period to conform to any updates to our operational processes or timelines for mortgage loans serviced in accordance with the Guide, provided that notice of such revision is included in a Payment Date Statement made available to the Noteholders at least two calendar months prior to the first Payment Date affected by such revision. See “*The Agreements — The Indenture — Amendments to the Indenture and the other Basic Documents*”. There can be no assurance that any such revision will not have an adverse effect on the yield of the Notes.

***Uncertainty Relating to the Determination of LIBOR and the Potential Phasing Out of LIBOR after 2021 May Adversely Affect the Value of the Notes***

Regulators and law enforcement agencies in the United Kingdom and elsewhere are conducting civil and criminal investigations into whether bank members of the British Bankers’ Association that contribute to the calculation of daily LIBOR may have been misreporting or otherwise manipulating LIBOR. A number of British Bankers’ Association member banks have entered into settlements with regulators and law enforcement agencies with respect to the alleged manipulation of LIBOR. On July 27, 2017, the U.K. Financial Conduct Authority

announced that it intends to stop persuading or compelling banks to submit LIBOR rates after 2021. In addition, in early 2018, ICE, the entity responsible for administering LIBOR, stated its intention to continue to administer and quote LIBOR after 2021, possibly employing an alternative methodology. It is uncertain whether ICE will continue to quote LIBOR after 2021.

Efforts to identify a set of alternative U.S. dollar reference interest rates include proposals by the Alternative Reference Rates Committee of the Federal Reserve Board and the Federal Reserve Bank of New York. At present, we are unable to predict the effect of any alternative reference rates that may be established or any other reforms to LIBOR that may be adopted in the United Kingdom, in the U.S. or elsewhere. Uncertainty as to the nature of such potential changes, alternative reference rates or other reforms may adversely affect the trading market for LIBOR-based securities, including the Notes. Moreover, any future reform, replacement or disappearance of LIBOR may adversely affect the value of and return on the Notes.

***The Use of an Alternative Method or Index in Place of LIBOR for Determining Monthly Interest Rates May Adversely Affect the Value of Certain Notes***

As described under “Description of the Notes — Interest”, if ICE ceases to set or publish a rate for LIBOR and/or we determine that the customary method for determining LIBOR is no longer viable, we may elect to designate an alternative method or alternative index. In making an election to use any alternative method or index, we may take into account a variety of factors, including then-prevailing industry practices or other developments. We may also, for any period, apply an adjustment factor to any alternative method or index as we deem appropriate to better achieve comparability to the current index and other industry practices. See “Description of the Notes — Interest”. We can provide no assurance that any such alternative method or index or adjustment factor will yield the same or similar economic results over the lives of the related Notes. In addition, although our designation of any alternative method or index may take into account various factors, including then-prevailing industry practices, there can be no assurance that broadly-adopted industry practices will develop, and it is uncertain what effect any divergent industry practices will have on the value of and return on the Notes.

***The Use of an Alternative Method or Index in Place of LIBOR for Determining Monthly Interest Rates May Result in Adverse Tax Consequences with respect to the Notes***

In the absence of guidance from the IRS, the tax consequences of the designation of an alternative method or index in place of LIBOR for determining monthly interest rates are unclear. It is possible that if we elect to designate an alternative method or index, such designation may result in a deemed taxable exchange of all or a portion of the Notes and the realization of gain or loss. Proposed Regulations on which we may rely were released on October 8, 2019 and pursuant to which a designation of an alternative method or index may not be treated as a realization event if certain conditions are met. We intend to take reasonable efforts to meet such conditions, although no assurance can be given that the designation of an alternative method or index will not result in a deemed taxable exchange of the Notes. See “Certain United States Federal Income Tax Consequences — Adoption of an Alternative Index”.

***Changes in the Market Value of the Notes May Not Be Reflective of the Performance or Anticipated Performance of the Reference Obligations***

The market value of the Notes may be volatile. These market values can change rapidly and significantly and changes can result from a variety of factors. However, a decrease in market value may not necessarily be the result of deterioration in the performance or anticipated performance of the Reference Obligations. For example, changes in interest rates, perceived risk, supply and demand for similar or other investment products, accounting standards, capital requirements that apply to regulated financial institutions and other factors that are not directly related to the Reference Obligations can adversely and materially affect the market value of the Notes. The risk of an early termination of the Collateral Administration Agreement and the Capital Contribution Agreement may also affect the market value of the Notes. Additionally, if we elect not to designate an Early Termination Date upon the occurrence of an Optional Termination Event, the liquidity and market value of the Notes may be materially and adversely affected.

***There May be Limited Liquidity of the Notes, Which May Limit Your Ability to Sell the Notes***

The Notes will not be required to be listed on any national securities exchange or traded on any automated quotation systems of any registered securities association. The Initial Purchasers will have no obligation to make



a market in the Notes. As a result, there can be no assurance as to the liquidity of the market that may develop for the Notes, or if it does develop, that it will continue. It is possible that investors who desire to sell their Notes in the secondary market may find no or few potential purchasers and experience lower resale prices than expected. Investors who desire to obtain financing for their Notes similarly may have difficulty obtaining any credit or credit with satisfactory interest rates which may result in lower leveraged yields and lower secondary market prices upon the sale of the Notes.

In addition, we may purchase or otherwise acquire some or all of any Class of Notes at any price or prices, in the open market or otherwise. Pursuant to the Indenture, we have the right to cause any Notes we acquire to be retired by the Trust. The timing and frequency of any retirement of Notes by the Trust could affect the liquidity of the Notes that remain outstanding after such retirement by reducing the availability of such Notes in the secondary market; any such change in the liquidity of such Notes could adversely affect prices for such Notes. See *“The Agreements — The Indenture — Optional Retirement of Notes Owned by Freddie Mac”*.

We make no representation as to the proper characterization of the Notes for legal investment, regulatory, financial reporting or other purposes, as to the ability of particular investors to purchase the Notes under applicable legal investment or other restrictions or as to the consequences of an investment in the Notes for such purposes or under such restrictions. The liquidity of trading markets for the Notes may also be adversely affected by general declines or disruptions in the credit markets. Such market declines or disruptions could adversely affect the liquidity of and market for the Notes independent of the credit performance of the Corresponding Reference Pools or their prospects. We have no obligation to continue to sponsor transactions structured to issue securities similar to the Notes or with similar terms. FHFA may require us to discontinue sponsoring transactions structured to issue such securities or require that alternative risk sharing transactions be effected, thereby affecting the development of the market for the Notes. Further, even though we are required to work together with Fannie Mae in implementing risk sharing transactions, the terms and structures of these transactions may be different.

***Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Notes, Which May Limit Investors’ Ability to Sell the Notes***

Regulatory or legislative provisions applicable to certain investors may have the effect of limiting or restricting their ability to hold or acquire securities such as the Notes, which in turn may adversely affect the ability of Noteholders who are not subject to those provisions to resell their Notes in the secondary market. For example, regulations were adopted on December 10, 2013 to implement the Volcker Rule, which, among other things, restricts purchases or sales of securities and derivatives by “banking entities” (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) if conducted on a proprietary trading basis. Banking entities were required to be in conformance with the Volcker Rule’s provisions relating to proprietary trading, as described in this paragraph, by July 21, 2015. The Volcker Rule’s provisions may adversely affect the ability of banking entities to purchase and sell the Notes and thus may adversely affect the marketability of the Notes.

The Trust has been structured with the intent that it will not constitute a “covered fund” for purposes of the Volcker Rule under the Dodd-Frank Act. The Trust has not been registered and will not be registered with the SEC as an investment company in reliance on Section 2(b) of the Investment Company Act. In the unlikely event that the Trust is determined to be a “commodity pool” as defined in the Commodity Exchange Act and we choose to register as a CPO rather than designate an Early Termination Date, it is possible that the Trust might be considered a “covered fund” at that time. As a result, after any such registration, the Volcker Rule’s provisions may adversely affect the ability of banking entities to continue to hold, purchase and sell the Notes and thus may adversely affect the marketability of the Notes. See *“— Risks Associated with the Investment Company Act”* and *“— Risks Associated with the Commodity Exchange Act”*.

***Risks Associated with the Investment Company Act***

The Trust has not registered with the SEC as an investment company under the Investment Company Act in reliance on Section 2(b) of the Investment Company Act. The Trust may also be able to rely on another exemption under the Investment Company Act, but reliance on such other exemption would result in the Trust being a “covered fund” pursuant to the Volcker Rule under the Dodd-Frank Act.



If the SEC or a court of competent jurisdiction were to find that the Trust is required to register as an investment company under the Investment Company Act, but had failed to do so, possible consequences include, but are not limited to, the following: (i) an application by the SEC to a district court to enjoin the violation; and (ii) any contract to which the Trust is party that is made in violation of the Investment Company Act or whose performance involves such violation may be deemed unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than nonenforcement and would not be inconsistent with the purposes of the Investment Company Act. Should the Trust be subjected to any or all of the foregoing, the Trust and Noteholders could be materially and adversely affected. Pursuant to the Trust Agreement, we agree not to take any actions which would cause the Trust to become an investment company. An Optional Termination Event will occur if the SEC makes a final determination that the Trust must register as an investment company under the Investment Company Act. See *“The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — Termination Date, Scheduled Termination Date and Early Termination Date”* and *“The Agreements — The Indenture — Indenture Events of Default”*.

In December 2013, the banking regulators and other agencies principally responsible for banking and financial market regulation in the United States implemented the final rule under the Volcker Rule, which in general prohibits “banking entities” (as defined therein) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring certain “covered funds” (broadly defined to include any entity that would be an investment company under the Investment Company Act but for the exemptions provided in Section 3(c)(1) or 3(c)(7) thereof) and certain similar funds, including certain commodity pools that have registered CPOs and the interests in which are not offered to the public, and (iii) entering into certain relationships with such funds.

Although the Trust does not rely upon the exemptions in Section 3(c)(1) or 3(c)(7) of the Investment Company Act for an exemption from being an investment company under the Investment Company Act, and is not a commodity pool of the type referenced in the definition of “covered fund,” the general effects of the final rules implementing the Volcker Rule remain uncertain. See *“— Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Notes, Which May Limit Investors’ Ability to Sell the Notes”* and *“— Risks Associated with the Commodity Exchange Act”*.

Any prospective investor in the Notes, including a U.S. or foreign bank or an affiliate or subsidiary thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule and regulatory implementation.

#### ***Risks Associated with the Commodity Exchange Act***

The Commodity Exchange Act, as amended by the Dodd-Frank Act, defines a “commodity pool” to include certain investment vehicles operated for the purpose of trading in “commodity interests,” including CFTC-regulated swaps. We have determined, based on the terms of the Basic Documents and other relevant facts and circumstances, that the Transactions between the Trust and us should not be considered “swaps” under the Commodity Exchange Act and, as a result, the Trust should not be a “commodity pool.” There is, however, a risk that the CFTC could challenge this determination.

Were the CFTC to determine that one or more of the Transactions between the Trust and us are CFTC-regulated “swaps,” we and the Trust would be required to comply with various CFTC regulatory obligations in respect of such Transactions. A further result of such Transactions being deemed swaps is that the Trust could be deemed a “commodity pool,” which may require us or another Transaction Party to register as a CPO and comply with applicable regulatory requirements absent an exemption. Further, if the Trust were deemed to be a “commodity pool,” by reason of having entered into a swap transaction, a fund or other collective investment vehicle that invests in the Notes may be deemed to have indirectly invested in a transaction subject to CFTC regulation, which could result in that other fund or collective investment vehicle being deemed a commodity pool. As a result, investors in the Notes that are funds or other collective investment vehicles may be subject to additional regulation by the CFTC under the Commodity Exchange Act, including applicable CPO registration requirements. Such investors may elect or be required to sell their Notes rather than comply with CFTC registration and compliance requirements, which could adversely affect the market value of the Notes and limit an investor’s ability to resell the Notes in the future. Entities that invest in the Notes should consult their

attorneys and advisors to determine whether, and to what extent, they would be impacted if the Trust were to be deemed a commodity pool and investments in the Notes were to be deemed an investment in commodity interests that could subject the investor to regulation as a commodity pool.

If we reasonably determine, after consultation with external counsel (which will be a nationally recognized and reputable law firm) that we or another Transaction Party must register as a CPO, we will have the right, but not the obligation, to cause an early termination of the Collateral Administration Agreement. Should we elect to terminate the Collateral Administration Agreement early due to our determination that we or another person must register as a CPO, this would result in redemption of the Notes prior to the Scheduled Maturity Date.

Alternatively, we or another person may register as a CPO rather than effect an early termination of the Collateral Administration Agreement. Entities that invest in the Notes should consult their attorneys and advisors regarding the potential impact on their status or the status of persons who may be considered their operators for purposes of the Commodity Exchange Act and the CFTC's rules thereunder (including any applicable registration requirements or any exemption or exclusion with respect thereto) in the event that we or another person decide to register with the CFTC as a CPO with respect to the Trust rather than elect to cause an early redemption of the Notes.

In addition, in the event that we or another person choose to register as a CPO rather than effect an early termination of the Collateral Administration Agreement, it is possible that the Trust might be considered a "covered fund" at that time, and Volcker Rule provisions could adversely affect the ability of certain financial institutions to continue to hold, purchase and sell the Notes and thus may adversely affect the marketability of the Notes. You should consult your attorneys and advisors regarding the potential impact of the Trust becoming a "covered fund" under the Volcker Rule. See "*Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of the Notes, which May Limit Investors' Ability to Sell the Notes*".

If we determine that the Trust is a "commodity pool" under the Commodity Exchange Act, we will direct the Indenture Trustee to notify Noteholders as to our proposed course of action, including whether we intend to claim an exemption from CPO registration, effect an early redemption of the Notes, or register as a CPO.

#### ***The Transfer Restrictions on the Notes May Limit Investors' Ability to Sell the Notes***

The Notes may be sold or transferred only (i) in the United States to "qualified institutional buyers," as such term is defined in Rule 144A under the Securities Act, and (ii) in "offshore transactions" to persons that are not "U.S. persons," as such terms are defined in, and in accordance with, Regulation S under the Securities Act. See "*Placement*" in this Memorandum for additional information regarding the applicable restrictions on transfer.

The Notes may not be acquired or held by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. See "*Certain ERISA Considerations*" for additional information regarding the applicable ERISA restrictions on transfer. See "*Description of The Notes — Form, Registration and Transfer of the Notes*".

#### ***The Notes May be Redeemed Before the Scheduled Maturity Date***

The Notes will be subject to mandatory redemption prior to the Scheduled Maturity Date upon the termination of the Collateral Administration Agreement and the Capital Contribution Agreement as described under "*Description of the Notes — Scheduled Maturity Date, Early Redemption Date and Class Redemption Dates*" and "*The Agreements — The Collateral Administration Agreement and the Capital Contribution Agreement — Termination Date, Scheduled Termination Date and Early Termination Date*". Any such redemption may result in the receipt of principal of the Notes prior to the date you anticipate and may reduce your yield or cause you to incur losses on your investment in the Notes.

#### ***The Notes Will Not Be Rated by any Rating Agencies on the Closing Date***

The Notes will not be rated and we have no obligation to obtain ratings for the Notes in the future. The lack of a rating reduces the potential liquidity of the Notes and thus may affect the market value of the Notes. In addition, the lack of a rating will reduce the potential for, or increase the cost of, financing the purchase and/or holding of the Notes. Investors subject to capital requirements may be required to hold more capital against the Notes than would have been the case had such Notes been rated. An unsolicited rating could be assigned to the Notes at any time, including prior to the Closing Date, and none of us, the Initial Purchasers or any affiliates of the Initial Purchasers will have any obligation to inform you of any such unsolicited rating. In addition, if in the

future we were to sponsor a transaction structured to issue notes similar to the Notes or other securities under an alternative risk sharing arrangement, we may seek to have such securities rated by one or more NRSROs. As a result, the marketability of the Notes may be impaired because they are not so rated.

***The Ability to Exchange the Exchangeable Notes and MAC Notes May Be Limited***

You must own the right Classes in the right proportions to enter into an exchange involving MAC Notes. 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.
- Principal payments over time will decrease the amounts available for exchange.
- A Noteholder that does not own the Note may be unable to obtain the necessary Exchangeable Notes or MAC Notes because the needed Exchangeable Notes or MAC Notes may have been purchased or placed into other financial structures and thus may be unavailable for exchange.

***Investors Have No Direct Right to Enforce Remedies***

Noteholders generally do not have the right to institute any suit, action or proceeding in equity or at law under the Indenture. This limits your personal ability to enforce the provisions of the Indenture. In no event will the Noteholders have the right to direct us to investigate or review any aspect of the Reference Obligations. Rather, we will have the sole discretion to determine whether to undertake such investigation or review and to interpret or otherwise determine the outcome of such investigation or review.

Only certain Indenture Events of Default will automatically trigger an acceleration of the Notes. The remaining Indenture Events of Default will require the Holders of not less than a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges) to direct the Indenture Trustee to enforce remedies to make such Notes immediately due and payable. In the event that Exchangeable Notes have been exchanged for MAC Notes, Holders of such MAC Notes will be entitled to exercise all voting rights that are allocated to such exchanged Exchangeable Notes in the manner described under “MAC Notes”. To the extent that such direction is not given, you will have no remedies upon an Indenture Event of Default. Noteholders may not be successful in obtaining the required percentage of Holders because it may be difficult to locate other investors to facilitate achieving the required thresholds; provided, however, the Indenture Trustee will have no duty or obligation to take any action unless the directing Holders offer indemnification satisfactory to the Indenture Trustee. See “*The Agreements — Indenture — Indenture Events of Default*”.

One or more Noteholders may purchase substantial portions of one or all Classes of Exchangeable Notes. If any Noteholder or group of Noteholders holds more than 50% of the aggregate outstanding Class Principal Balance of any Class of Exchangeable Notes (without giving effect to exchanges) and disagrees with any proposed action, suit or proceeding requiring consent or direction of more than 50% of the aggregate outstanding Class Principal Balance of such Class of Exchangeable Notes (without giving effect to exchanges), that Noteholder or group of Noteholders may block the proposed action, suit or proceeding. In the event that Exchangeable Notes have been exchanged for MAC Notes, Holders of such MAC Notes will be entitled to exercise all the voting rights that are allocated to such exchanged Exchangeable Notes in the manner described under “MAC Notes”. In some circumstances, the Holders of a specified percentage of voting rights will be entitled to direct, consent to or approve certain actions. In these cases, this direction, consent or approval will be sufficient to bind all Holders of Notes, regardless of whether you agree with such direction, consent or approval.

***The Noteholders Have Limited Control over Amendments, Modifications and Waivers to the Indenture, Account Control Agreement, Collateral Administration Agreement, Capital Contribution Agreement, Investment Management Agreement and Trust Agreement***

Certain amendments, modifications or waivers to the Indenture, Account Control Agreement, Collateral Administration Agreement, Capital Contribution Agreement, Investment Management Agreement, Administration Agreement and Trust Agreement (either directly or indirectly through direction to the Indenture Trustee) may require the consent of Holders representing only a certain percentage interest of the Notes and certain amendments, modifications or waivers to such agreements may not require the consent of any Noteholders. As a result, certain amendments, modifications or waivers to the Indenture, Account Control Agreement, Collateral Administration Agreement, Capital Contribution Agreement, Investment Management

Agreement, Administration Agreement and Trust Agreement may be effected without your consent. See “*The Agreements — The Indenture — Amendments to the Indenture and the other Basic Documents*”.

### ***Legality of Investment***

Each prospective investor in the Notes is responsible for determining for itself whether it has the legal power, authority and right to purchase such Notes. None of the Transaction Parties expresses any view as to any prospective investor’s legal power, authority or right to purchase the Notes. Prospective investors are urged to consult their own legal, tax and accounting advisors as to such matters. See “*Legal Investment*” for additional information.

### ***Rights of Note Owners May Be Limited by Book-Entry System***

The Notes will be issued as Book-Entry Notes and will be held through the book-entry system of DTC, and, as applicable, Euroclear and Clearstream. Transactions in the Book-Entry Notes generally can be effected only through DTC and participants (including Euroclear and Clearstream or their respective nominees or depositaries). As a result:

- investors’ ability to pledge the Notes to entities that do not participate in the DTC, Euroclear or Clearstream system, or to otherwise act with respect to the Notes, may be limited due to the lack of a physical certificate for such Notes,
- under a book-entry format, an investor may experience delays in the receipt of payments, because payments will be made by the Indenture Trustee to DTC, Euroclear or Clearstream and not directly to an investor,
- investors’ access to information regarding the Notes may be limited because transmittal of notices and other communications by DTC to its participating organizations and directly or indirectly through those participating organizations to investors will be governed by arrangements among them, subject to applicable law, and
- you may experience delays in your receipt of payments on book-entry Notes in the event of misapplication of payments by DTC, DTC participants or indirect DTC participants or bankruptcy or insolvency of those entities, and your recourse will be limited to your remedies against those entities.

For a more detailed discussion of the Book-Entry Notes, see “*Description of The Notes — Form, Registration and Transfer of the Notes*”.

### ***Changes to the U.S. Federal Income Tax Laws Could Have an Adverse Impact on the Notes***

Numerous changes to the U.S. federal income tax laws were made in the Tax Cuts and Jobs Act. The Tax Cuts and Jobs Act includes a reduction of the home mortgage interest tax deduction and a limitation on the deductions for state and local taxes, which could reduce home affordability and adversely affect home prices nationally or in local markets. In addition, such limitations on deductions could increase taxes payable by certain mortgagors, thereby reducing their available cash and adversely impacting their ability to make payments on the Reference Obligations, which in turn, could cause a loss on the Notes.

We cannot predict the long-term impact of the Tax Cuts and Jobs Act. Prospective investors are urged to consult their tax advisors regarding the effect of the changes to the U.S. federal tax laws prior to purchasing the Notes.

### ***ERISA Considerations***

The Notes may not be acquired or held by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. See “*Certain ERISA Considerations*”.

***Downgrades or Defaults of Government Debt or of U.S. Government-Sponsored Enterprises May Adversely Affect the Market Value of the Notes***

Any downgrades or defaults of government debt or of U.S. government-sponsored enterprises may adversely affect the market value of the Notes. On August 5, 2011, S&P lowered the long-term sovereign credit rating of U.S. government debt obligations from AAA to AA+ and on August 8, 2011, S&P downgraded the long-term credit ratings of U.S. government sponsored enterprises. These actions initially had an adverse effect on financial markets and although we are unable to predict the longer-term impact on such markets and the participants therein, it might be materially adverse to the value of the Notes. In addition, downgrades or defaults of sovereign debt of other countries may also have an impact on global financial markets and on the market value of the Notes.

***The Interests of the Transaction Parties and Others May Conflict With and be Adverse to the Interests of the Noteholders***

***The Relationships Among Freddie Mac, Sellers, Servicers, the Indenture Trustee, the Owner Trustee, the Investment Manager, the Custodian and Initial Purchasers are Multifaceted and Complex***

We have various multifaceted and complex relationships with our sellers, servicers and the Initial Purchasers. This complexity increased as a result of the economic conditions experienced in 2007 and the periods that followed and as a result of disputes regarding various matters, including responsibility for deteriorations in the value of mortgage loans and mortgage securities. We purchase a significant portion of our mortgage loans from several large lenders. These lenders are among the largest mortgage loan originators in the U.S. During 2017, Wells Fargo Bank, N.A. accounted for 15% of our single-family mortgage purchase volume. In addition, many of our sellers or their affiliates have acted, and we expect will continue to act, as servicers and dealers. Further, we have many other relationships with these parties or their affiliates, including as counterparties to debt funding and derivative transactions. As discussed in more detail below, these various relationships can create circumstances, including disputes, that result in interests and incentives that are or may be inconsistent with or adverse to the interests of holders of mortgage securities, including the Notes.

***Our Actions with respect to REO Dispositions, Note Sales, Third-Party Sales, Short Sales and Disposition Timelines May Increase the Risk of Loss on the Notes***

We have considerable discretion, influence and authority with respect to the ultimate disposition of mortgage loans. In the exercise of this discretion, we have the ability to accept or reject prices and bids on REOs, note sales, third-party sales and short sales. In the event we reject an offer, such rejection could delay the ultimate disposition of a mortgaged property. Any periods between an offer that is rejected and the ultimate disposition of the mortgaged property may result in additional expenses (including but not limited to delinquent accrued interest, legal fees, real estate taxes and maintenance and preservation expenses), being incurred that ultimately increase the actual loss realized on a mortgaged property. Subsequent offers that we ultimately accept could be less than previous offers presented to us. Any such additional expenses or reduced offers will reduce the Net Liquidation Proceeds and result in greater Tranche Write-down Amounts being allocated to the Reference Tranches (and the corresponding Classes of Notes). Moreover, delays in the ultimate disposition of a mortgaged property beyond the Scheduled Maturity Date will prevent losses being allocated to the Notes. Accordingly, our ability to expedite the ultimate disposition of any mortgaged property before the Scheduled Maturity Date ultimately will result in losses allocated to the Notes.

***Our Interests May Not be Aligned With the Interests of the Noteholders***

In conducting our business, including the acquisition, financing, securitization and servicing of mortgage loans, we maintain on-going relationships with our sellers and servicers. As a result, while we may have contractual rights to enforce obligations that our sellers and servicers may have, we may elect not to do so or we may elect to do so in a way that serves our own interests (including, but not limited to, working with our regulators toward housing policy objectives, maintaining strong on-going relationships with our sellers and servicers and maximizing interests of the taxpayers) without taking into account the interests of the Noteholders. In 2011, FHFA, as Conservator for Freddie Mac and Fannie Mae, filed lawsuits against various financial



institutions and related defendants seeking to recover losses and damages allegedly sustained by Freddie Mac and Fannie Mae as a result of their investments in certain mortgage securities issued or sold by these financial institutions or their affiliates. These institutions include some of our largest sellers, servicers and dealers, including certain of the sellers of mortgage loans included in the Reference Pools and the Initial Purchasers for this offering of Notes. In these actions, FHFA claimed that the sellers, and various affiliates, made misrepresentations regarding mortgage loans that backed the residential mortgage-backed securities purchased by Freddie Mac and Fannie Mae. These actions include claims under various state and federal statutes and with respect to some of these actions, claims under state common law theories such as fraud, fraudulent inducement, fraudulent concealment, negligent misrepresentation, and aiding and abetting fraud. The claims are predicated upon various factual allegations, including that the offering materials for the mortgage securities issued in connection with the securitizations falsely represented, among other things: (1) various characteristics of the mortgage loans (including LTV ratio and DTI ratio and home occupancy status); and (2) that the mortgage loans were originated in accordance with certain underwriting guidelines. In connection with these lawsuits, our Conservator has taken the position that mortgage loan originators, including originators of mortgage loans in the Reference Pools, abandoned their own underwriting standards and issued loans without regard to mortgagors' ability to repay them. In addition, we have directed trustees to file lawsuits against certain sellers of mortgage loans alleging breach of contract with respect to certain residential mortgage-backed securities purchased by us between 2006 and 2008. We cannot assure you that the existence of any prior, current or future disputes or litigation will not affect the manner in which we act in the future.

Our interests, as owner of the Reference Obligations, as guarantor of any PCs backed by Reference Obligations, as the party directing our quality control process for reviewing mortgage loans or as master servicer, may be adverse to the interests of the Noteholders. The effect of linking each Class of Notes to the related Reference Pool and the Corresponding Class of Reference Tranche established pursuant to the related hypothetical structure is that we will transfer certain credit risk that we bear with respect to such Reference Pool to the extent that such Class of Notes is subject to principal write-downs and interest amount reductions as described in this Memorandum. We, in any of our capacities with respect to the Notes or the Reference Obligations, are not obligated to consider the interests of the Noteholders in taking or refraining from taking any action. Such action may include revising provisions of the Guide to provide for alternative modification programs or to provide less or more stringent servicing requirements through TOBs. See “— *Risks Relating to the Notes Being Linked to a Reference Pool — Servicers May Not Follow the Requirements of Our Guide or TOBs, and Servicing Standards May Change Periodically*” above. In implementing new provisions in the Guide, we do not differentiate between Reference Obligations and mortgage loans that are not in the Reference Pools. In addition, in connection with our role as Sponsor, we will be acting solely for our own benefit and not as agent or fiduciary on behalf of investors. Also, there is no independent third party engaged with respect to the Notes to monitor and supervise our activities as Sponsor.

#### ***Potential Conflicts of Interest of the Initial Purchasers and their Affiliates***

The activities of the Initial Purchasers and their respective affiliates may result in certain conflicts of interest. The Initial Purchasers and their affiliates may retain, or own in the future, Classes of Notes, and any voting rights of those Classes could be exercised by them in a manner that could adversely affect the Notes. The Initial Purchasers and their affiliates may invest or take long or short positions in securities or instruments, including the Notes, that may be different from your position as an investor in the Notes. If that were to occur, such Initial Purchaser's or its affiliate's interests may not be aligned with your interests in Notes you acquire.

The Initial Purchasers and their respective affiliates include broker-dealers whose business includes executing securities and derivative transactions on their own behalf as principals and on behalf of clients. Accordingly, the Initial Purchasers and their respective affiliates and clients acting through them from time to time buy, sell or hold securities or other instruments, which may include one or more Classes of the Notes, and do so without consideration of the fact that the Initial Purchasers acted as Initial Purchasers for the Notes. Such transactions may result in the Initial Purchasers and their respective affiliates and/or their clients having long or short positions in such instruments. Any such short positions will increase in value if the related securities or other instruments decrease in value. Further, the Initial Purchasers and their respective affiliates may (on their own behalf as principals or for their clients) enter into credit derivative or other derivative transactions with other parties pursuant to which they sell or buy credit protection with respect to one or more of the Notes. The



positions of the Initial Purchasers and their respective affiliates or their clients in such derivative transactions may increase in value if the Notes suffer losses or decrease in value. In conducting such activities, none of the Initial Purchasers or their respective affiliates will have any obligation to take into account the interests of the Holders of the Notes or any possible effect that such activities could have on them. The Initial Purchasers and their respective affiliates and clients acting through them may execute such transactions, modify or terminate such derivative positions and otherwise act with respect to such transactions, and may exercise or enforce, or refrain from exercising or enforcing, any or all of their rights and powers in connection therewith, without regard to whether any such action might have an adverse effect on the Notes or the Holders of the Notes. Additionally, none of the Initial Purchasers and their respective affiliates will have any obligation to disclose any of these securities or derivatives transactions to you in your capacity as a Holder of a Note.

To the extent the Initial Purchasers or one of their respective affiliates makes a market in the Notes (which they are under no obligation to do), they would expect to receive income from the spreads between their bid and offer prices for the Notes. In connection with any such activity, they will have no obligation to take, refrain from taking or cease taking any action with respect to these transactions and activities based on the potential effect on an investor in the Notes. The prices at which the Initial Purchasers or one of their respective affiliates may be willing to purchase the Notes, if they make a market for the Notes, will depend on market conditions and other relevant factors and may be significantly lower than the issue prices for the Notes and significantly lower than the prices at which they may be willing to sell the Notes.

Furthermore, the Initial Purchasers expect that a completed offering will enhance their ability to assist clients and counterparties in transactions related to the Notes and in similar transactions (including assisting clients in additional purchases and sales of the Notes and hedging transactions). The Initial Purchasers expect to derive fees and other revenues from these transactions. In addition, participating in a successful offering and providing related services to clients may enhance the Initial Purchasers' relationships with various parties, facilitate additional business development and enable them to obtain additional business and to generate additional revenue.

The Initial Purchasers and their affiliates will not have any obligation to monitor the performance of the Notes or the actions of us, the sellers or servicers, the Indenture Trustee, the Exchange Administrator or any other Transaction Party and will not have the authority to advise any such party or to direct their actions. The Initial Purchasers or any of their respective affiliates may provide financing or funding with respect to any of the sellers and/or servicers of the Reference Obligations. No such Initial Purchaser or any affiliate thereof is obligated to consider the interests of the Noteholders in taking or refraining from taking any action with respect to such financing arrangements.

Furthermore, as set forth in the tables below, certain of the Initial Purchasers are affiliated with the specified seller and servicer of Reference Obligations and the aggregate UPB of the Reference Obligations related to such seller and servicer (as of the Cut-off Date) exceeds 1% of the Cut-off Date Balance of Reference Pool A, Reference Pool B, Reference Pool C or Reference Pool D, as applicable.

Investors should be aware that other Initial Purchasers may be affiliated with sellers and/or servicers of Reference Obligations in any Reference Pool, but the aggregate UPB (as of the Cut-off Date) of the Reference Obligations related to any such seller and/or servicer does not exceed 1% of the Cut-off Date Balance of such Reference Pool.

#### **Reference Pool A**

<u>Initial Purchaser</u>	<u>Affiliated Seller</u>	<u>% of Reference Obligations (by Cut-off Date Balance)</u>
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	13.17%
J.P. Morgan Securities LLC	JPMorgan Chase Bank, N.A.	2.59%
BofA Securities, Inc.	Bank of America, N.A.	1.52%
Citigroup Global Markets Inc.	CitiMortgage, Inc.	1.31%

<u>Initial Purchaser</u>	<u>Affiliated Servicer</u>	<u>% of Reference Obligations (by Cut-off Date Balance)</u>
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	15.01%
J.P. Morgan Securities LLC	JPMorgan Chase Bank, N.A.	3.51%
BofA Securities, Inc.	Bank of America, N.A.	1.52%
Citigroup Global Markets Inc.	CitiMortgage, Inc.	1.31%

### Reference Pool B

<u>Initial Purchaser</u>	<u>Affiliated Seller</u>	<u>% of Reference Obligations (by Cut-off Date Balance)</u>
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	15.36%
J.P. Morgan Securities LLC	JPMorgan Chase Bank, N.A.	4.68%
BofA Securities, Inc.	Bank of America, N.A.	2.08%
Citigroup Global Markets Inc.	CitiMortgage, Inc.	1.10%

<u>Initial Purchaser</u>	<u>Affiliated Servicer</u>	<u>% of Reference Obligations (by Cut-off Date Balance)</u>
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	16.30%
J.P. Morgan Securities LLC	JPMorgan Chase Bank, N.A.	5.38%
BofA Securities, Inc.	Bank of America, N.A.	2.08%
Citigroup Global Markets Inc.	CitiMortgage, Inc.	1.10%

### Reference Pool C

<u>Initial Purchaser</u>	<u>Affiliated Seller</u>	<u>% of Reference Obligations (by Cut-off Date Balance)</u>
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	18.82%
J.P. Morgan Securities LLC	JPMorgan Chase Bank, N.A.	8.12%
BofA Securities, Inc.	Bank of America, N.A.	2.00%
Citigroup Global Markets Inc.	CitiMortgage, Inc.	1.11%

<u>Initial Purchaser</u>	<u>Affiliated Servicer</u>	<u>% of Reference Obligations (by Cut-off Date Balance)</u>
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	19.73%
J.P. Morgan Securities LLC	JPMorgan Chase Bank, N.A.	9.01%
BofA Securities, Inc.	Bank of America, N.A.	2.00%
Citigroup Global Markets Inc.	CitiMortgage, Inc.	1.11%

### Reference Pool D

<u>Initial Purchaser</u>	<u>Affiliated Seller</u>	<u>% of Reference Obligations (by Cut-off Date Balance)</u>
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	16.39%
J.P. Morgan Securities LLC	JPMorgan Chase Bank, N.A.	6.80%

<u>Initial Purchaser</u>	<u>Affiliated Servicer</u>	<u>% of Reference Obligations (by Cut-off Date Balance)</u>
Wells Fargo Securities, LLC	Wells Fargo Bank, N.A.	16.55%
J.P. Morgan Securities LLC	JPMorgan Chase Bank, N.A.	8.40%

The interests of any such affiliated seller and servicer with respect to the Reference Obligations may be adverse to the interests of the Noteholders. Any such affiliated seller and servicer with respect to the Reference Obligations is not obligated to consider the interests of the Noteholders in taking or refraining from taking any action. It is expected that any such affiliated seller and servicer will continue to act as a seller and/or servicer for mortgage loans that are not included in the applicable Reference Pool.

### ***Potential Conflicts of Interest of the Indenture Trustee, the Custodian and the Exchange Administrator***

U.S. Bank serves as the Indenture Trustee, the Custodian and the Exchange Administrator and, as of the Cut-off Date, (I) was an originator and/or seller (a) with respect to Reference Pool A, of approximately 4.68% of the Corresponding Reference Obligations by Cut-off Date Balance, (b) with respect to Reference Pool B, of approximately 4.46% of the Corresponding Reference Obligations by Cut-off Date Balance, (c) with respect to Reference Pool C, of approximately 4.56% of the Corresponding Reference Obligations by Cut-off Date Balance and (d) with respect to Reference Pool D, of approximately 3.29 % of the Corresponding Reference Obligations by Cut-off Date Balance, and, (II) was a servicer, (a) with respect to Reference Pool A, of approximately 5.12% of the Corresponding Reference Obligations by Cut-off Date Balance, (b) with respect to Reference Pool B, of approximately 6.29% of the Corresponding Reference Obligations by Cut-off Date Balance, (c) with respect to Reference Pool C, of approximately 5.12% of the Corresponding Reference Obligations by Cut-off Date Balance

and (d) with respect to Reference Pool D, of approximately 3.74% of the Corresponding Reference Obligations by Cut-off Date Balance. In its roles as originator, seller and/or servicer, U.S. Bank's interests with respect to the Reference Obligations may be adverse to the interests of the Noteholders and U.S. Bank is not obligated to consider the interests of the Noteholders in taking or refraining from taking any action in its role as originator, seller and/or servicer. It is expected that U.S. Bank will continue to act as an originator, seller and/or servicer for mortgage loans that are not included in the Reference Pools.

#### ***Potential Conflicts of Interest of the Owner Trustee***

Wilmington Trust, a wholly-owned subsidiary of M&T Bank, serves as the Owner Trustee. As of the Cut-off Date, M&T Bank (I) was an originator and/or seller (a) with respect to Reference Pool A, of approximately 0.03% of the Corresponding Reference Obligations by Cut-off Date Balance, (b) with respect to Reference Pool B, of approximately 0.03% of the Corresponding Reference Obligations by Cut-off Date Balance, (c) with respect to Reference Pool C, of approximately 0.05% of the Corresponding Reference Obligations by Cut-off Date Balance and (d) with respect to Reference Pool D, of approximately 0.04% of the Corresponding Reference Obligations by Cut-off Date Balance, and, (II) as of the Cut-off Date, was a servicer (a) with respect to Reference Pool A, of approximately 0.03% of the Corresponding Reference Obligations by Cut-off Date Balance, (b) with respect to Reference Pool B, of approximately 0.03% of the Corresponding Reference Obligations by Cut-off Date Balance, (c) with respect to Reference Pool C, of approximately 0.05% of the Corresponding Reference Obligations by Cut-off Date Balance and (d) with respect to Reference Pool D, of approximately 0.04% of the Corresponding Reference Obligations by Cut-off Date Balance. In its roles as originator, seller and/or servicer, M&T Bank's interests with respect to the Reference Obligations may be adverse to the interests of the Noteholders and M&T Bank is not obligated to consider the interests of the Noteholders in taking or refraining from taking any action in its role as originator, seller and/or servicer. It is expected that M&T Bank will continue to act as an originator, seller and/or servicer for mortgage loans that are not included in the Reference Pools.

#### ***Potential Conflicts of Interest Between the Classes of Notes***

There may be conflicts of interest between the Classes of Notes due to differing payment priorities and terms. You should consider that certain decisions may not be in the best interests of each Class of Notes and that any conflict of interest among the Noteholders may not be resolved in your favor. For example, Noteholders may exercise their voting rights so as to maximize their own interests, resulting in certain actions and decisions that may not be in the best interests of different Noteholders.

#### **Lack of Liquidity**

The Notes are being offered in a private placement only (i) in the United States to "qualified institutional buyers," as such term is defined in Rule 144A under the Securities Act, and (ii) in "offshore transactions," to persons that are not "U.S. persons," as such terms are defined in, and in accordance with, Regulation S under the Securities Act. The Notes will not be registered under the Securities Act or the securities laws of any state. Accordingly, no transfer of a Note may be made unless such transfer is (i) in the United States to a "qualified institutional buyer," as such term is defined in Rule 144A under the Securities Act, or (ii) to a person that is not a "U.S. person" and that acquired the Note in an "offshore transaction," as such terms are defined in, and in accordance with, Regulation S under the Securities Act and such transfer itself is exempt from the registration requirements of the Securities Act and any applicable state securities laws. The Sponsor will provide to any Holder of a Note and any prospective transferees designated by any such Holder, information regarding such Note and the Corresponding Reference Pool and such other information as is necessary to satisfy the condition to eligibility set forth in Rule 144A(d)(4) for transfer of any such Note without registration thereof under the Securities Act pursuant to the registration exemption provided by Rule 144A. The Holder of any Note asserts and agrees, by its acceptance of such Note, that it is either (i) a "qualified institutional buyer" as such term is defined in Rule 144A under the Securities Act, or (ii) not a "U.S. person" and that acquired such Note in an "offshore transaction," as such terms are defined in, and in accordance with, Regulation S under the Securities Act and it will indemnify the Indenture Trustee and us against any liability that may result if any such transfer is not exempt or is not made in accordance with such federal and state laws.

The Notes may not be acquired or held by Plans or persons acting on behalf of, using the assets of or deemed to hold the assets of a Plan. See “*Certain ERISA Considerations*” in this Memorandum.

Transfers of a Note will not be registered unless the transfer complies with the applicable restrictions stated above. As a result, a secondary trading market for the Notes may not develop and you must be prepared to bear the risk of your investment in the Notes until the maturity thereof.

**Combination or “Layering” of Multiple Risk Factors May Significantly Increase the Risk of Loss on Your Notes**

Although the various risks discussed in this Memorandum are generally described separately, you should consider the potential effects on the Notes of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss on your Notes may be significantly increased. In considering the potential effects of layered risks, you should carefully review the descriptions of the Reference Obligations and the Notes. See “*The Reference Obligations*” and “*Description of the Notes*”.

**THE TRUST**

The Trust is a statutory trust created under the laws of the State of Delaware pursuant to the Trust Agreement. The purpose of the Trust is to engage in the following activities:

- (a) to enter into and perform its obligations under the Collateral Administration Agreement;
- (b) to enter into and perform its obligations under the Capital Contribution Agreement;
- (c) to enter into and perform its obligations under the Indenture;
- (d) to enter into and perform its obligations under the Investment Management Agreement;
- (e) to enter into and perform its obligations under the Administration Agreement;
- (f) to enter into and perform its obligations under the Account Control Agreement;
- (g) to enter into and perform its obligations under the Note Purchase Agreement;
- (h) to issue the Notes pursuant to the Indenture and the owner certificate pursuant to the Trust Agreement;
- (i) to enter into and perform its obligations under the other Basic Documents;
- (j) to invest the proceeds of the sale of the Notes in Eligible Investments and to invest the proceeds realized upon the maturity or redemption or other prepayment of Eligible Investments in additional Eligible Investments, from time to time, as contemplated in the Trust Agreement; and
- (k) to engage in such other activities, including entering into and performing its obligations under any other agreements that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith.

The Trust will not engage in any activity other than in connection with those specified above, other than as required or authorized by the terms of the Trust Agreement or the other Basic Documents to which it is a party. The Trust may not consolidate with, merge into, or transfer or convey all or substantially all of its assets to any other corporation, partnership, trust or other person or entity, except in accordance with the Trust Agreement.

As holder of the Owner Certificate, we will generally be empowered to direct the Owner Trustee in the management of the Trust, but only to the extent consistent with the limited purpose of the Trust and in accordance with the terms of the Trust Agreement and the other Basic Documents to which the Trust is a party.

The Trust Assets are comprised of all right, title and interest of the Trust in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Basic Documents, (b) the Distribution Account and any amounts from time to time on deposit therein, (c) the Custodian Account and any amounts from time to time on deposit therein, (d) all Eligible Investments and all income realized from the investment thereof, (e) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit

accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (f) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust.

On the Closing Date, pursuant to the Indenture, the Notes will be issued and the proceeds from such issuance will be deposited into the Custodian Account. In addition, no amendment may be made to the Trust Agreement unless the Owner Trustee has received a Tax Opinion.

The Trust will dissolve and be wound up upon the payment of the Notes in accordance with the terms of the Trust Agreement and the payment or discharge of all other amounts owed by the Trust under the Basic Documents.

## DESCRIPTION OF THE NOTES

### General

On the Closing Date, the Trust will issue the Class B-2A, Class B-2B, Class B-2C and Class B-2D Notes. The Class B-2A, Class B-2B, Class B-2C and Class B-2D Notes will be modifiable and combinable with the MAC Notes and vice versa, as shown in Table 2. On the Closing Date, the Class B-2A, Class B-2B, Class B-2C and Class B-2D Notes will be deemed to have been exchanged, in whole or in part, as applicable, for the Class B-2 Notes.

The Notes will be issued pursuant to the Indenture. Under the Indenture, the Indenture Trustee will act as the Exchange Administrator for the Exchangeable Notes and MAC Notes, paying agent, Note Registrar and authenticating agent of the Notes. The Custodian will act as the custodian of the Custodian Account. See “*The Agreements*”.

The Notes will be obligations (or interests in such obligations) of the Trust. Payments of principal and interest on the Notes will be subject to the performance of the Reference Obligations. The proceeds from the issuance of the Notes will comprise a part of the Trust Assets. The Trust Assets will be used to pay the obligations of the Trust, including paying the Return Amount, if any, due to us on any Payment Date, prior to paying any principal and interest on the Notes on such Payment Date. The transaction is structured to furnish credit protection to us, with respect to Reference Obligations which experience losses relating to Credit Events and Modification Events. The Class Principal Balance of each Class of Notes may be written down, as applicable, as a result of Credit Events and Modification Events with respect to the Corresponding Reference Obligations and the actual losses we experience with respect thereto. In addition, the Interest Accrual Amounts payable to each Class of Notes will be subject to reduction to the extent that the Corresponding Reference Obligations experience losses as a result of Modification Events. See “— *Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-down Amounts*” and “— *Allocation of Modification Loss Amount*” below.

The principal balance of each Class of Exchangeable Notes will amortize based on the collections of principal payments on the Corresponding Reference Obligations. Unlike securities in a senior/subordinate private label residential mortgage-backed securitization, the principal payments required to be paid on each Class of Exchangeable Notes will be based in part on principal payments that are collected by us on the Corresponding Reference Obligations, rather than on scheduled payments due on such Reference Obligations, as described under “— *Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount*” below. In other words, to the extent that a delinquent mortgagor misses a payment (or makes only a partial scheduled payment) on a Reference Obligation, the Trust will not make principal payments on the related Class of Exchangeable Notes based on the amount that was due on such Reference Obligation, but, rather, it will only make principal payments on the related Class of Exchangeable Notes based in part on the principal collected on such Reference Obligation. Additionally, each Class of Exchangeable Notes will receive Stated Principal only upon the satisfaction of the related Minimum Credit Enhancement Test, Cumulative Net Loss Test and Delinquency Test for the related Payment Date, as described under “— *Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount*” below. You should make your own determination as to the effect of these characteristics of the Notes.



The actual cash flow from the Reference Obligations will never be paid to Noteholders. The Trust will make required payments to the Notes only from the Trust Assets and only after making the payments required to be paid by the Trust to us under the Collateral Administration Agreement.

## **Form, Registration and Transfer of the Notes**

### ***Form of Notes***

The Notes will be issued as Book-Entry Notes. Exchangeable Notes will be deposited with (i) the Indenture Trustee as a custodian for, and registered in the name of Cede & Co., as the nominee of, DTC, or (ii) the Indenture Trustee as a Common Depositary, and registered in the name of such Common Depositary or a nominee of such Common Depositary. In the case of an exchange of an Exchangeable Note and a MAC Note, the Exchange Administrator will direct the Indenture Trustee to facilitate such exchange with DTC. The Exchangeable Notes will be issued and maintained in minimum denominations of \$10,000 and additional increments of \$1 in excess thereof. The Notes are not intended to be and should not be directly or indirectly held or beneficially owned in amounts lower than such minimum denominations. A single Note of each Class may be issued in an amount different (but not less) than the minimum denomination described above.

### ***Title***

As used in the Indenture, the “Holder” of a Note is the person in whose name such Note is registered in the Note Register. Unless and until Definitive Notes are issued, it is anticipated that the only Holder will be Cede & Co., as nominee of DTC. Beneficial interests in a Note will be represented, and transfers thereof will be effected, only through book-entry accounts of financial institutions acting on behalf of the Beneficial Owners of such Note, as a direct or indirect participant in the applicable clearing system for such Note. Beneficial Owners will not be Holders as that term is used in the Indenture. Beneficial Owners are only permitted to exercise their rights indirectly through participants, indirect participants, Clearstream, Euroclear and DTC. The Indenture Trustee or another designated institution will act as the custodian of the Book-Entry Notes on DTC and as the common depositary for Book Entry Notes that clear and settle through Euroclear or Clearstream.

The Trust, the Indenture Trustee, the Exchange Administrator, the Note Registrar and any agent of any of them may treat the Holders as the absolute owners of Notes for the purpose of making payments and for all other purposes, whether or not such Notes are overdue and notwithstanding any notice to the contrary. Owners of beneficial interests in a Note will not be considered by the Indenture Trustee, the Exchange Administrator or the Note Registrar as the owner or Holder of such Note and, except as described in “— *Issuance of Definitive Notes*” below, will not be entitled to have such Notes registered in their names and will not receive or be entitled to receive Definitive Notes. Any Beneficial Owner will rely on the procedures of the applicable clearing system and, if such Beneficial Owner is not a participant therein, on the procedures of the participant through which such Beneficial Owner holds its interest, to exercise any rights of a Holder of such Notes.

Whenever notice or other communication to Holders is required under the Indenture, unless and until Definitive Notes are issued as described in “— *Registration of Transfer and Exchange of Notes — Issuance of Definitive Notes*” below, the Indenture Trustee will give all such notices and communications to DTC for distribution to the related Beneficial Owners in satisfaction of such requirement.

### ***Registration of Transfer and Exchange of Notes***

Under the Indenture, the Trust will appoint the Indenture Trustee as the Note Registrar for the purpose of registering Notes and transfers and exchanges of Notes in the Note Register (other than exchanges of Exchangeable Notes for MAC Notes and vice versa, which will be administered by the Exchange Administrator). Subject to such reasonable rules and regulations as the Indenture Trustee may prescribe, the Note Register will be amended from time to time by the Indenture Trustee or its agent to reflect notice of any changes received by the Indenture Trustee or its agent. The Note Registrar may at any time resign by giving at least 30 days’ advance written notice of resignation to the Sponsor and Indenture Trustee. The Indenture Trustee may at any time remove the Note Registrar by giving written notice of such removal to such Note Registrar. Upon receiving a notice of resignation or upon such a removal, the Indenture Trustee may appoint a bank or trust company to act as successor note registrar, will give written notice of such appointment to the Sponsor and will mail notice of

such appointment to all Holders of Notes. Any successor note registrar upon acceptance of its appointment hereunder will become vested with all the rights, powers, duties and responsibilities of its predecessor hereunder, with like effect as if originally named as Note Registrar. The Note Registrar may appoint, by a written instrument delivered to the Holders and the Indenture Trustee, any bank or trust company to act as co-registrar under such conditions as the Note Registrar may prescribe. Upon notification by the Exchange Administrator, the Indenture Trustee will indicate to DTC any exchanges of Exchangeable Notes for MAC Notes (and vice versa).

A Note Owner's ownership of a Book-Entry Note will be recorded on the records of the Financial Intermediary that maintains the Note Owner's account for such purpose. In turn, the Financial Intermediary's ownership of such Book-Entry Note will be recorded on the records of DTC (or of a participating firm that acts as agent for the Financial Intermediary, whose interest will in turn be recorded on the records of DTC, if the Note Owner's Financial Intermediary is not a participant but rather an indirect participant), and on the records of Clearstream or Euroclear, and their respective participants or indirect participants, as applicable.

Note Owners will receive all payments of principal and interest on the Book-Entry Notes from the Indenture Trustee through DTC (and Clearstream or Euroclear, as applicable) and participants. While the Book-Entry Notes are outstanding (except under the circumstances described below), under the Rules, DTC is required to make book-entry transfers among participants on whose behalf it acts with respect to the Book-Entry Notes and is required to receive and transmit payments of principal of, and interest on, the Book-Entry Notes. Participants and indirect participants with whom Note Owners have accounts with respect to Book-Entry Notes are similarly required to make book-entry transfers and receive and transmit such payments on behalf of their respective Note Owners. Accordingly, although Note Owners will not possess certificates representing their respective interests in the Book-Entry Notes, the Rules provide a mechanism by which a Note Owner will receive payments and will be able to transfer its interest. It is expected that payments by participants and indirect participants to Note Owners will be governed by such standing instructions and customary practices. However, payments of principal and interest in respect of such Book-Entry Notes will be the responsibility of the applicable participants and indirect participants and will not be the responsibility of DTC (or Clearstream or Euroclear, as applicable), the Trust or the Indenture Trustee once paid or transmitted by them.

As indicated above, Note Owners will not receive or be entitled to receive certificates representing their respective interests in the Book-Entry Notes, except under the limited circumstances described below. Unless and until Definitive Notes are issued, Note Owners who are not participants may transfer ownership of Book-Entry Notes only through participants and indirect participants by instructing such participants and indirect participants to transfer Book-Entry Notes, by book-entry transfer, through DTC (or Clearstream or Euroclear, as applicable), for the account of the purchasing Note Owner of such Book-Entry Notes, which account is maintained with their respective participants and indirect participants. Under the Rules, transfers of ownership of Book-Entry Notes will be executed through DTC and the accounts of the respective participants at DTC will be debited and credited. Similarly, the participants and indirect participants will make debits or credits, as the case may be, on their records on behalf of the selling and purchasing Note Owners.

The laws of some states require that certain persons take physical delivery of securities in definitive certificated form. Consequently, this may limit a Note Owner's ability to transfer its interests in a Book-Entry Note to such persons. Because DTC can only act on behalf of its participants, the ability of a Note Owner to pledge its interests in a Book-Entry Note to persons or entities that are not DTC participants, or otherwise take actions in respect of such interests, may be limited by the lack of a definitive certificate for such interest. In addition, issuance of the Book-Entry Notes in book-entry form may reduce the liquidity of such Notes in the secondary market because certain prospective investors may be unwilling to purchase Notes for which they cannot obtain a physical certificate.

Because of time zone differences, credits of securities received in Clearstream or Euroclear as a result of a transaction with a participant will be made during subsequent securities settlement processing and dated as of the next business day for Clearstream and Euroclear following the DTC settlement date. Such credits or any transactions in such securities settled during such processing will be reported to the relevant Euroclear or Clearstream participants on such business day. Cash received in Clearstream or Euroclear as a result of sales of securities by or through a Clearstream participant or Euroclear participant to a DTC participant will be received with value on the DTC settlement date but will be available in the relevant Clearstream or Euroclear cash account only as of the next business day for Clearstream and Euroclear following settlement in DTC.

Subject to compliance with the transfer restrictions applicable to the Book-Entry Notes set forth above, transfers between participants will occur in accordance with the Rules. Transfers between Clearstream participants and Euroclear participants will occur in accordance with their respective rules and operating procedures.

DTC performs services for its participants, some of which (or their representatives) own DTC. In accordance with its normal procedures, DTC is expected to record the positions held by each DTC participant in the Book-Entry Notes, whether held for its own account or as a nominee for another person. In general, beneficial ownership of Book-Entry Notes will be subject to the Rules, as in effect from time to time. Note Owners will not receive written confirmation from DTC of their purchase, but each Note Owner is expected to receive written confirmations providing details of the transaction, as well as periodic statements of its holdings, from the DTC participant through which the Note Owner entered into the transaction.

Clearstream is registered as a bank in Luxembourg, and as such is subject to supervision by the Luxembourg Financial Sector Supervisory Commission, which supervises Luxembourg banks.

Clearstream holds securities for Clearstream participants and facilitates the clearance and settlement of securities transactions by electronic book-entry transfers between their accounts. Clearstream provides various services, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream also deals with domestic securities markets in several countries through established depositary and custodial relationships. Clearstream has established an electronic bridge with Euroclear Banks S.A./N.V. as the Euroclear Operator in Brussels to facilitate settlement of trades between systems.

Clearstream's customers are world-wide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Clearstream's United States customers are limited to securities brokers and dealers and banks. Currently, Clearstream offers settlement and custody services to more than two thousand five hundred (2,500) customers world-wide, covering three hundred thousand (300,000) domestic and internationally traded bonds and equities. Clearstream offers one of the most comprehensive international securities services available, settling more than two hundred fifty thousand (250,000) transactions daily. Indirect access to Clearstream is available to other institutions which clear through or maintain custodial relationship with an account holder of Clearstream.

Euroclear was created in 1968 to hold securities for Euroclear participants and to clear and settle transactions between Euroclear participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Transactions may be settled in a variety of currencies, including United States dollars. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several countries generally similar to the arrangements for cross-market transfers with DTC described above. Euroclear is operated by Euroclear Bank S.A./N.V. All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with Euroclear Operator. Euroclear plc establishes policy for Euroclear on behalf of Euroclear participants. Euroclear participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear participant, either directly or indirectly.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions. The Terms and Conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear, and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear participants, and has no record of or relationship with persons holding through Euroclear participants.

Payments on the Book-Entry Notes will be made on each Payment Date by the Indenture Trustee to Cede & Co., as nominee of DTC. DTC will be responsible for crediting the amount of such payments to the accounts of the applicable DTC participants in accordance with DTC's normal procedures. Each DTC participant will be responsible for disbursing such payments to the Note Owners of the Book-Entry Notes that it represents

and to each Financial Intermediary for which it acts as agent. Each such Financial Intermediary will be responsible for disbursing funds to the Note Owners of the Book-Entry Notes that it represents.

Under a book-entry format, Note Owners may experience some delay in their receipt of payments, since such payments will be forwarded by the Indenture Trustee to Cede & Co. Payments with respect to Notes held through Clearstream or Euroclear will be credited to the cash accounts of Clearstream participants or Euroclear participants in accordance with the relevant system's rules and procedures, to the extent received by the Common Depositary. Such payments will be subject to tax reporting in accordance with relevant United States tax laws and regulations. See "*Certain United States Federal Income Tax Consequences — Reporting and Administrative Matters*".

DTC has advised that unless and until Definitive Notes are issued or modified, DTC will take any action the Holders of the Book-Entry Notes are permitted to take under the Indenture only at the direction of one or more Financial Intermediaries to whose DTC accounts the Book-Entry Notes are credited, to the extent that such actions are taken on behalf of Financial Intermediaries whose holdings include such Book-Entry Notes. Clearstream or the Euroclear Operator, as the case may be, will take any other action permitted to be taken by a Noteholder under the Indenture on behalf of a Clearstream participant or Euroclear participant only in accordance with its relevant rules and procedures and subject to the ability of the Common Depositary to effect such actions on its behalf through DTC. DTC may take actions, at the direction of the related participants, with respect to some Book-Entry Notes which conflict with actions taken with respect to other Book-Entry Notes.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of Book-Entry Notes among DTC participants, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued or modified at any time.

None of us, the Indenture Trustee or the Exchange Administrator will have any responsibility for the performance by any system or their respective participants or indirect participants or Financial Intermediaries of their respective obligations under the rules and procedures governing their operations. In addition, none of us, the Indenture Trustee or the Exchange Administrator will have any responsibility for any aspect of the records relating to and payments made on account of beneficial ownership of the Book-Entry Notes held by Cede & Co., as nominee of DTC, or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. In the event of the insolvency of DTC, a participant or an indirect participant of DTC in whose name Book-Entry Notes are registered, the ability of the Note Owners of such Book-Entry Notes to obtain timely payment and, if the limits of applicable insurance coverage by the Securities Investor Protection Corporation are exceeded or if such coverage is otherwise unavailable, ultimate payment, of amounts distributable with respect to such Book-Entry Notes may be impaired.

*Successors to DTC.* In the event that DTC is no longer willing or able to discharge properly its responsibilities as nominee and depositary with respect to the Notes and the Administrator, on behalf of the Indenture Trustee is unable to locate a qualified successor in accordance with the Indenture, the Notes will no longer be restricted to being registered in the Note Register in the name of Cede & Co. (or a successor nominee) as nominee of DTC. At that time, the Indenture Trustee may be directed to register the Notes in the name of and deposited with a successor depositary operating a global book-entry system, as may be acceptable to the Trust, or such depositary's agent or designee but, if the Administrator does not select such alternative global book-entry system, then upon surrender to the Note Registrar of the Notes by DTC, accompanied by the registration instructions from DTC for registration, the Indenture Trustee will authenticate Definitive Notes in accordance "*— Issuance of Definitive Notes*" below. Neither the Trust nor the Indenture Trustee will be liable for any delay in DTC's delivery of such instructions and may conclusively rely on, and will be protected in relying on, such instructions. Upon the issuance of Definitive Notes, the Indenture Trustee, the Note Registrar and the Trust will recognize the holders of the Definitive Notes as Holders under the Indenture. Any portion of an interest in such a Book-Entry Note transferred or exchanged will be executed, authenticated and delivered only in the required minimum denomination as set forth herein. A Definitive Note delivered in exchange for an interest in such a Book-Entry Note will bear the applicable legend set forth in the applicable exhibits to the Indenture and will be subject to the transfer restrictions referred to in such applicable legends and any additional transfer restrictions as may from time to time be adopted by us and the Indenture Trustee.

*Letter of Representations.* So long as any Notes are registered in the name of Cede & Co., as nominee of DTC, all payments of principal and interest on such Notes and all notices with respect to such Notes will be made and given, respectively, in the manner provided in the Letter of Representations.

*Surrender for Registration of Transfer.* Subject to the preceding paragraphs, upon surrender for registration of transfer of any Note at the office of the Note Registrar and, upon satisfaction of the conditions set forth below, the Trust will execute and the Indenture Trustee will authenticate and deliver, in the name of the designated transferee or transferees, a new Note of the same aggregate percentage interest and dated the date of authentication by the Indenture Trustee. The Note Registrar will maintain a record of any such transfer and deliver it to the Trust upon request.

*Clearance and Settlement Procedures.* Notes distributed solely within the United States will clear and settle through the DTC System and Notes distributed solely outside of the United States will clear and settle through the systems operated by Euroclear, Clearstream and/or any other designated clearing system or, in certain cases, DTC. Neither the Indenture Trustee nor the Exchange Administrator will bear responsibility, in connection with the Notes, for the performance by any system or the performance of the system's respective direct or indirect participants or accountholders of the respective obligations of such participants or accountholders under the rules and procedures governing such system's operations.

*Issuance of Definitive Notes.* Beneficial interests in Notes issued in global form will be subject to exchange for Definitive Notes only if such exchange is permitted by applicable law and (i) in the case of a DTC Note, DTC advises the Indenture Trustee in writing that DTC is no longer willing, qualified or able to discharge properly its responsibilities as nominee and depositary with respect to the DTC Notes and the Administrator is unable to locate a successor; (ii) in the case of a particular DTC Note or Common Depositary Note, if all of the systems through which it is cleared or settled are closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or are permanently closed for business or have announced an intention to permanently cease business and in any such situations the Sponsor is unable to locate a single successor within 90 days of such closure; or (iii) after the occurrence of an Indenture Event of Default, Holders of a majority of the aggregate outstanding Class Principal Balance of a Class of Exchangeable Notes (without giving effect to exchanges) evidenced by the DTC Notes and Common Depositary Notes advise the Indenture Trustee and DTC through the Financial Intermediaries and the DTC participants in writing that the continuation of a book-entry system through DTC (or successor thereto) is no longer in the best interests of such Holders. In such circumstances, the Indenture Trustee will cause sufficient Definitive Notes to be executed, authenticated and delivered to the relevant registered holders of such Definitive Notes. A person having an interest in a DTC Note or Common Depositary Note issued in global form will provide the Indenture Trustee with a written order containing instructions and such other information as the Indenture Trustee may require to complete, execute and deliver such Definitive Notes in authorized denominations. In the event that definitive Notes are issued in exchange for Notes issued in global form, such Definitive Notes will have terms identical to the Notes for which they were exchanged except as described in the Indenture.

#### ***Transfer and Exchange of Definitive Notes***

Definitive Notes may be presented for registration of transfer or exchange (with the form of transfer included thereon properly endorsed, or accompanied by a written instrument of transfer, with such evidence of due authorization and guaranty of signature as may be required by the Indenture Trustee, duly executed) at the office of the Note Registrar or any other transfer agent upon payment of any taxes and other governmental charges and other amounts, but without payment of any service charge to the Note Registrar or such transfer agent for such transfer or exchange. A transfer or exchange will not be effective unless, and until, recorded in the Note Register.

A transfer or exchange of a Definitive Note will be effected upon satisfying the Indenture Trustee with regard to the documents and identity of the person making the request and subject to such reasonable regulations as we may from time to time agree with the Indenture Trustee. Such documents may include forms prescribed by U.S. tax authorities to establish the applicability of, or the exemption from, withholding or other taxes regarding the transferee Holder. Definitive Notes may be transferred or exchanged in whole or in part only in the authorized denominations of the DTC Notes or Common Depositary Notes issued in global form for which they



were exchanged. In the case of a transfer of a Definitive Note in part, a new Note in respect of the balance not transferred will be issued to the transferor. In addition, replacement of mutilated, destroyed, stolen or lost Definitive Notes also is subject to the conditions discussed above with respect to transfers and exchanges generally. Each new Definitive Note to be issued upon transfer of such a Definitive Note, as well as the Definitive Note issued in respect of the balance not transferred, will be mailed to such address as may be specified in the form or instrument of transfer at the risk of the Holder entitled thereto in accordance with the customary procedures of the Indenture Trustee.

The Indenture Trustee will replace any Definitive Note that becomes mutilated, destroyed, stolen or lost will be replaced at the expense of the Holder upon delivery to the Indenture Trustee of evidence of the destruction, theft or loss thereof, and an indemnity satisfactory to the Indenture Trustee. Upon the issuance of any substituted Definitive Note, the Indenture Trustee may require the payment by the Holder of a sum sufficient to cover any taxes and expenses connected therewith.

No transfer, sale, pledge or other disposition of any Note will be made unless such disposition is exempt from the registration requirements of the Securities Act, and any applicable state securities laws or is made in accordance with the Securities Act and laws. The Holder of a Note desiring to transfer a Note will indemnify the Indenture Trustee and the Sponsor against any liability that may result if the transfer is not so exempt or is not made in accordance with such federal and state laws. The Sponsor will provide to any Holder of a Note and any prospective transferees designated by any such Holder, information regarding the applicable Classes of Notes and the Corresponding Reference Pool and such other information as is necessary to satisfy the condition to eligibility set forth in Rule 144A(d)(4) for transfer of any such Note without registration thereof under the Securities Act pursuant to the registration exemption provided by Rule 144A. Any transferee of a Note will be deemed to represent that it is either (i) a qualified institutional buyer or (ii) not a "U.S. person" and acquired the Note in an "offshore transaction," as such terms are defined in, and in accordance with, Regulation S under the Securities Act. By acceptance of a Note, whether upon original issuance or subsequent transfer, each Holder of such a Note acknowledges the restrictions on the transfer of such Note set forth thereon and agrees that it will transfer such a Note only as provided herein. See *"Risk Factors — Investment Factors and Risks Related to the Notes — The Transfer Restrictions on the Notes May Limit Investors' Ability to Sell the Notes"*, *"Risk Factors — Lack of Liquidity"*, *"Certain United States Federal Income Tax Consequences"* and *"Certain ERISA Considerations"*

## **Payment Procedures; Withholding Requirements**

*General Payment Procedures.* All payments with respect to the Notes will be made in U.S. dollars and will be subject to any applicable law or regulation. If a payment outside the United States is illegal or effectively precluded by exchange controls or similar restrictions, payments in respect of the related Definitive Notes may be made at the office of the Indenture Trustee in the United States. Any payment made on a Class of Notes on any Payment Date will be made to the Holders of record of such Class of Notes as of the related Record Date. All determinations of interest will be made by the Indenture Trustee and such determinations will, in the absence of manifest error, be conclusive for all purposes and binding on the Holders of the Notes. All percentages resulting from any calculation on the Notes will be rounded to the nearest one hundred-thousandth of a percentage point, five millionths of a percentage point rounded up and all dollar amounts used in or resulting from that calculation on the Note will be rounded to the nearest cent (with one-half cent being rounded up).

The Indenture Trustee will provide all calculations required by and as set forth in the Indenture. The determination by the Indenture Trustee of the interest rate on the Notes and the determination of any payment on any Note (or any interim calculation in the determination of any such interest rate, index or payment) will, absent manifest error, be final and binding on all parties. If a principal or interest payment error occurs, the Indenture Trustee may correct it by adjusting payments to be made on later Payment Dates or in any other manner the Indenture Trustee considers appropriate. If the source of One-Month LIBOR changes in format, but the Administrator determines that the source continues to disclose the information necessary to determine the related Class Coupon substantially as required, the Administrator will direct the Indenture Trustee to amend the procedure for obtaining information from that source to reflect the changed format. All One-Month LIBOR values used to determine interest payments are subject to correction within 30 days from the applicable payment.

The source of a corrected value must be the same source from which the original value was obtained. A correction might result in an adjustment on a later date to the amount paid to the Holder.

**Payments on Book-Entry Notes.** Payments in respect of Book-Entry Notes will be made in immediately available funds to DTC, Euroclear, Clearstream or any other applicable clearing system, or their respective nominees, as the case may be, as the Holders thereof. All payments to or upon the order of the Holder of a Note will be valid and effective to discharge the liability of the Trust in respect of an Exchangeable Note or a MAC Note representing an interest in Exchangeable Notes. Ownership positions within each system referenced herein will be determined in accordance with the normal conventions observed by such system. The Indenture Trustee, the Exchange Administrator and the Note Registrar will not have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a Book-Entry Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Ownership of any Notes will be as indicated in the Note Register maintained by the Note Registrar.

**Payments on Definitive Notes.** Payments of principal and interest on a Definitive Note will be made by wire transfer of immediately available funds with a bank designated by the applicable Holder that is acceptable to the Indenture Trustee; and such transfer is permitted by any applicable law or regulation and will not subject the Indenture Trustee to any liability, requirement or unacceptable charge. In order for a Holder of Definitive Notes to receive payments, the Indenture Trustee must receive at their offices from such Holder (i) in the case of payments on a Payment Date, a written request not later than the close of business on the related Record Date and (ii) in the case of the final principal payment on the Maturity Date, the related Definitive Note not later than two Business Days prior to such Payment Date. Such written request and Definitive Note, if applicable, must be delivered to the Indenture Trustee, by mail, by hand delivery or by any other method acceptable to the Indenture Trustee. Any such request will remain in effect until the Indenture Trustee receives written notice to the contrary.

**Withholding Requirements.** In the event that any jurisdiction imposes any withholding or other tax on any payment made by the Indenture Trustee (or its agent, the Exchange Administrator, or any other person potentially required to withhold) with respect to a Note, the Indenture Trustee (or its agent, the Exchange Administrator, or such other person) will deduct the amount required to be withheld from such payment, and the Indenture Trustee (or its agent, the Exchange Administrator, or such other person) will not be required to pay additional interest or other amounts, or redeem or repay the Notes prior to the Scheduled Maturity Date, as a result. See “*Certain United States Federal Income Tax Consequences*”.

## **Priority of Payments**

On each Payment Date, the Indenture Trustee will apply the funds on deposit in the Distribution Account first, to the payment of the Return Amount due and payable by the Trust, if any, to us under the Collateral Administration Agreement and second, to the payment of interest and principal on the Notes as described under “— *Interest*” and “— *Principal*” below. See “*The Agreements — The Indenture — Payment Date Statement*” for more information.

## **Scheduled Maturity Date, Early Redemption Date and Class Redemption Dates**

The Scheduled Maturity Date for the Notes will be the Payment Date in September 2047, however, the Notes will be subject to early redemption on the Early Redemption Date and each Class of Exchangeable Notes will be subject to early redemption on the Class Redemption Date with respect to such Class and the MAC Notes, in applicable part, will be subject to redemption on each Class Redemption Date. A Class Redemption Date with respect to an Exchangeable Note that has been exchanged for a MAC Note will result in any amounts payable with respect to such exchanged Exchangeable Note being allocated to such MAC Note on such Class Redemption Date.

With respect to the Scheduled Maturity Date or the Early Redemption Date, (i) the Indenture Trustee will be required to notify the Investment Manager, (ii) the Investment Manager will be required to arrange for the liquidation of the Eligible Investments in the Custodian Account, (iii) the Custodian will be required to deposit the proceeds thereof in the Custodian Account, (iv) the Indenture Trustee will be required to instruct the Custodian to deposit such proceeds into the Distribution Account and (v) the Indenture Trustee will be required

to demand payment of any amounts due from us under the Collateral Administration Agreement and the Capital Contribution Agreement.

With respect to each of Class of Notes on the Class Redemption Date related to such Class of Notes, (i) the Indenture Trustee will be required to notify the Investment Manager, (ii) the Investment Manager will be required to arrange for the liquidation of the proportionate share of Eligible Investments in the Custodian Account allocable to such Class of Notes, (iii) the Custodian will be required to deposit the proceeds thereof in the Custodian Account, (iv) the Indenture Trustee will be required to instruct the Custodian to deposit such proceeds into the Distribution Account and (v) the Indenture Trustee will be required to demand payment of any amounts due from us with respect to the Corresponding Reference Pool under the Collateral Administration Agreement and the Capital Contribution Agreement.

The designation of an Early Termination Date by us or the Trust will cause a concurrent Early Redemption Date for all outstanding Classes of Notes. The designation by us of a Partial Termination Date with respect to a Reference Pool will cause a concurrent Class Redemption Date for the Corresponding Class of Notes and the portion of the MAC Notes that represents such Corresponding Class of Notes. We will be required to give notice to the Trust and the Indenture Trustee of our election, if applicable, (a) to designate an Early Termination Date upon the occurrence of an Optional Termination Event or the occurrence of an event described in clause (iv) of the definition of “Early Termination Date” in the “*Glossary of Significant Terms*”, as applicable, or (b) to designate a Partial Termination Date upon the occurrence of a Partial Termination Event with respect to any Reference Pool. The Indenture Trustee will be required to give notice to us of the election to designate an Early Termination Date, if applicable, as a result of a Freddie Mac Default or the occurrence of an event described in clause (iv) of the definition of “Early Termination Date” in the “*Glossary of Significant Terms*”, as applicable. The Indenture Trustee will be required to give notice of the Early Redemption Date or any Class Redemption Date to the Custodian, Investment Manager, DTC and each Clearance System for communication by them to entitled Holders not less than five days prior to such Early Redemption Date or Class Redemption Date, as applicable. The Indenture Trustee will also be required to give notice of an Early Redemption Date or Class Redemption Date with respect to any Class or Classes of Definitive Notes, by first class mail, postage prepaid, mailed not less than five days nor more than 30 days prior to such Early Redemption Date or Class Redemption Date, as applicable, to each Holder of Notes to be redeemed, at such Holder’s address in the Note Register. Notice of redemption will be required to be given by the Indenture Trustee at the direction of, in the name of, and at the expense of the Trust, with the related Expense to be paid by us under the Administration Agreement. Failure to give notice of redemption, or any defect therein, to any Holder of any Note designated for redemption will not impair or affect the validity of the redemption of any other Notes.

Notice of redemption with respect to any Class of Notes having been given as provided above, such Class of Notes will, on the related Early Redemption Date or Class Redemption Date, as applicable, become due and payable, and from and after such Early Redemption Date or Class Redemption Date, as applicable (unless an Indenture Event of Default with respect to the payment of such Class of Notes and accrued interest), such Class of Notes will cease to bear interest. Upon final payment on a Note, the Holder will be required to present and surrender such Note at the place specified in the notice of redemption on or prior to such Early Redemption Date. Installments of interest on any Class of Notes will be payable to the Holders of such Class of Notes, or one or more predecessor Notes, registered as such at the close of business on the relevant Record Date according to the terms and provisions of the Indenture.

The Trust will be required on the Scheduled Maturity Date, the Early Redemption Date and each Class Redemption Date, as the case may be, to apply any monies on deposit in the Distribution Account as described in “— *Interest*” and “— *Principal*” below or as described in “*The Agreements — The Indenture — Indenture Events of Default — Application of Proceeds*”.

## **Interest**

### ***Class Coupon***

Each Class of Notes will bear interest, and solely for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts, each Class MB-H Reference Tranche and each Class B-3H Reference Tranche will be deemed to bear interest, calculated pursuant to the applicable Class Coupon formula

shown in Table 1. The Class Coupon for each Class of Notes is subject to any applicable Class Coupon Minimum Rate shown in Table 1. The initial Class Coupons that will apply to the first Accrual Period are also shown in Table 1. The Indenture Trustee will calculate the Class Coupon for each Class of Notes, each Class MB-H Reference Tranche and each Class B-3H Reference Tranche for each Accrual Period (after the first Accrual Period) on the applicable LIBOR Adjustment Date. The Indenture Trustee will determine One-Month LIBOR using the method described in the definition of “One-Month LIBOR” in the “*Glossary of Significant Terms*”. However, if ICE ceases to set or publish a rate for LIBOR and/or we determine that the customary method for determining LIBOR is no longer viable, we may elect to designate an alternative method or alternative index. In making an election to use any alternative method or index, we may take into account a variety of factors, including then prevailing industry practices or other developments. We may also, for any period, apply an adjustment factor to any alternative method or index as we deem appropriate to better achieve comparability to the current index and other industry practices. See “*Risk Factors — Investment Factors and Risks Related to the Notes — LIBOR Levels Could Reduce the Yield on the Notes*”, “*— Uncertainty Relating to the Determination of LIBOR and the Potential Phasing Out of LIBOR after 2021 May Adversely Affect the Value of the Notes*” and “*— The Use of an Alternative Method or Index in Place of LIBOR for Determining Monthly Interest Rates May Adversely Affect the Value of Certain Notes*”.

### ***Interest Payment***

On each Payment Date through and including the Maturity Date, the Trust will be required to pay the applicable Interest Payment Amount on each outstanding Class of Notes. Interest will be calculated and payable on the basis of the actual number of days in the related Accrual Period and a 360-day year. Interest will be payable in arrears.

### **Principal**

On the Maturity Date the Trust will pay 100% of the Class Principal Balance as of such date for each Class of Exchangeable Notes outstanding (without regard to any exchanges of Exchangeable Notes for MAC Notes). On all other Payment Dates, the Trust will pay principal on each Class of Exchangeable Notes (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) in an amount equal to the portion of the Senior Reduction Amount and/or Subordinate Reduction Amount, as applicable, allocated to the Corresponding Class of Reference Tranche on such Payment Date pursuant to the terms of the hypothetical structure described under “*— Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount*” below.

On each Payment Date that MAC Notes are outstanding, all principal amounts that are payable by the Trust on Exchangeable Notes that were exchanged for such MAC Notes will be allocated to and payable on such MAC Notes in accordance with the applicable exchange proportions.

### **Reductions in Class Principal Balances of the Notes Due to Allocation of Tranche Write-down Amounts**

On each Payment Date on or prior to the Maturity Date, the Class Principal Balance of each Class of Exchangeable Notes will be reduced (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) without any corresponding payment of principal, by the amount of the reduction, if any, in the Class Notional Amount of the Corresponding Class of Reference Tranche due to the allocation of the Tranche Write-down Amount to such Corresponding Class of Reference Tranche on such Payment Date pursuant to the terms of the hypothetical structure described under “*— Hypothetical Structures and Calculations with respect to the Reference Tranches*” below.

On each Payment Date that MAC Notes are outstanding, all Tranche Write-down Amounts that are allocable to Exchangeable Notes that were exchanged for such MAC Notes will be allocated to reduce the Class Principal Balances of such MAC Notes in accordance with the applicable exchange proportions.

### **Increases in Class Principal Balances of the Notes Due to Allocation of Tranche Write-up Amounts**

On each Payment Date on or prior to the Maturity Date, the Class Principal Balance of each Class of Exchangeable Notes will be increased (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) by the amount of the increase, if any, in the Class Notional Amount of the Corresponding Class of

Reference Tranche due to the allocation of the Tranche Write-up Amount to such Corresponding Class of Reference Tranche on such Payment Date pursuant to the terms of the hypothetical structure described under “— *Hypothetical Structures and Calculations with respect to the Reference Tranches*” below.

On each Payment Date that MAC Notes are outstanding, all Tranche Write-up Amounts that are allocable to Exchangeable Notes that were exchanged for such MAC Notes will be allocated to increase the Class Principal Balances of such MAC Notes in accordance with the applicable exchange proportions.

### **Hypothetical Structures and Calculations with respect to the Reference Tranches**

With respect to each Reference Pool, a hypothetical structure of Classes of Reference Tranches deemed to be backed by such Reference Pool will be established, as indicated in the Transaction Diagram. With respect to each Class of Notes, the Indenture will reference the Corresponding Class of Reference Tranche to calculate for each Payment Date: (i) write-downs (or write-ups) of principal on such Class of Notes as a result of Credit Events or Modification Events with respect to the Reference Obligations in the Corresponding Reference Pool, (ii) any reduction or increase in interest amounts on such Class of Notes as a result of Modification Events with respect to the Reference Obligations in the Corresponding Reference Pool and (iii) principal payments to be made on such Class of Notes by the Trust. See “*Transaction Diagram — Hypothetical Structures and Calculations with respect to the Reference Tranches*” above.

#### ***Allocation of Tranche Write-down Amounts***

With respect to each Reference Pool, on each Payment Date on or prior to the Maturity Date, the related Tranche Write-down Amount, if any, for such Payment Date, will be allocated, *first*, to reduce any Overcollateralization Amount for such Reference Pool on such Payment Date, until such Overcollateralization Amount is reduced to zero, and, *second*, to reduce the Class Notional Amount of each related Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

*first*, to the Corresponding Class B-3H Reference Tranche;

*second*, to the Corresponding Class B-2 and Class B-2H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

*third*, to the Corresponding Class MB-H Reference Tranche; and

*fourth*, to the Corresponding Class A-H Reference Tranche, but only in an amount equal to the excess, if any, of the remaining unallocated related Tranche Write-down Amount for such Payment Date over the Principal Loss Amount for such Payment Date attributable to clause (d) of the definition of “Principal Loss Amount” in the “*Glossary of Significant Terms*”.

Because the Class B-2A, Class B-2B, Class B-2C and Class B-2D Notes correspond to the Class B-2A, Class B-2B, Class B-2C and Class B-2D Reference Tranches, respectively, any Tranche Write-down Amounts for the Corresponding Reference Pool allocated to any such Class of Reference Tranche pursuant to the hypothetical structure will result in a corresponding reduction in the Class Principal Balance of the Corresponding Class of Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes). If Exchangeable Notes have been exchanged for MAC Notes, all Tranche Write-down Amounts that are allocable to such exchanged Exchangeable Notes will be allocated to reduce the Class Principal Balances of such MAC Notes in accordance with the applicable exchange proportions.

With respect to each Reference Pool, on each Payment Date on or prior to the Maturity Date, the Class Notional Amount of the Corresponding Class A-H Reference Tranche will be increased by the excess, if any, of the related Tranche Write-down Amount for such Payment Date over the Credit Event Amount for such Reference Pool for such Payment Date.

#### ***Allocation of Tranche Write-up Amounts***

With respect to each Reference Pool, on each Payment Date on or prior to the Maturity Date, the related Tranche Write-up Amount, if any, for such Payment Date will be allocated to increase the Class Notional



Amount of each related Class of Reference Tranche in the following order of priority until the cumulative Tranche Write-up Amounts allocated to each such related Class of Reference Tranche is equal to the cumulative Tranche Write-down Amounts previously allocated to such Class of Reference Tranche on or prior to such Payment Date:

*first*, to the Corresponding Class A-H Reference Tranche;

*second*, to the Corresponding Class MB-H Reference Tranche;

*third*, to the Corresponding Class B-2 and Class B-2H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date; and

*fourth*, to the Corresponding Class B-3H Reference Tranche.

Because the Class B-2A, Class B-2B, Class B-2C and Class B-2D Notes correspond to the Class B-2A, Class B-2B, Class B-2C and Class B-2D Reference Tranches, respectively, any Tranche Write-up Amounts for the Corresponding Reference Pool allocated to any such Class of Reference Tranche pursuant to the hypothetical structure will result in a corresponding increase in the Class Principal Balances of the Corresponding Class of Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes). If Exchangeable Notes have been exchanged for MAC Notes, all Tranche Write-up Amounts that are allocable to such exchanged Exchangeable Notes will be allocated to increase the Class Principal Balances of such MAC Notes in accordance with the applicable exchange proportions.

With respect to each Reference Pool, the related Write-up Excess will be available as overcollateralization to offset any related Tranche Write-down Amounts on future Payment Dates prior to such Tranche Write-down Amounts being allocated to reduce the Class Notional Amounts of the related Classes of Reference Tranches.

#### ***Allocation of Modification Loss Amount***

With respect to each Reference Pool, on each Payment Date on or prior to the Maturity Date, the related Preliminary Principal Loss Amount, Preliminary Tranche Write-down Amount, Preliminary Tranche Write-up Amount and Preliminary Class Notional Amount will be computed prior to the allocation of the Modification Loss Amount for such Reference Pool. The Modification Loss Amount for such Reference Pool, if any, for such Payment Date, will be allocated to the related Classes of Reference Tranches in the following order of priority:

*first*, to the Corresponding Class B-3H Reference Tranche, until the amount allocated to the Class B-3H Reference Tranche is equal to the Corresponding Class B-3H Reference Tranche Interest Accrual Amount for such Payment Date;

*second*, to the Corresponding Class B-3H Reference Tranche, until the amount allocated to the Corresponding Class B-3H Reference Tranche is equal to the Preliminary Class Notional Amount of the Corresponding Class B-3H Reference Tranche for such Payment Date;

*third*, to the Corresponding Class B-2 and Class B-2H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Corresponding Class B-2 Reference Tranche is equal to the Corresponding Class B-2 Notes Interest Accrual Amount for such Payment Date;

*fourth*, to the Corresponding Class B-2 and Class B-2H Reference Tranches, *pro rata* based on their Preliminary Class Notional Amounts for such Payment Date, until the aggregate amount allocated to the Corresponding Class B-2 and Class B-2H Reference Tranches is equal to the aggregate of the Preliminary Class Notional Amounts of the Corresponding Class B-2 and Class B-2H Reference Tranches for such Payment Date;

*fifth*, to the Corresponding Class MB-H Reference Tranche, until the amount allocated to the Corresponding Class MB-H Reference Tranche is equal to the Corresponding Class MB-H Reference Tranche Interest Accrual Amount for such Payment Date; and

*sixth*, to the Corresponding Class MB-H Reference Tranche, until the amount allocated to the Corresponding Class MB-H Reference Tranche is equal to the Preliminary Class Notional Amount of the Corresponding Class MB-H Reference Tranche for such Payment Date.

With respect to each Reference Pool, any amounts allocated in the *third* priority above on any Payment Date will result in a corresponding reduction of the Interest Payment Amount of the Corresponding Class of Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) for such Payment Date. With respect to each Reference Pool, the Corresponding Class MB-H Reference Tranche and Corresponding Class B-3H Reference Tranche are each assigned a Class Coupon solely for purposes of calculations in connection with the allocation of Modification Loss Amounts to the related Mezzanine Reference Tranche and Junior Reference Tranches, and any such amounts allocated in the *first* or *second* priority above will not result in a corresponding reduction of the Interest Payment Amount or Class Principal Balance of any Corresponding Class of Notes. With respect to any Exchangeable Notes that have been exchanged for MAC Notes, any Modification Loss Amount that is allocable in the *third* priority above on any Payment Date to such exchanged Exchangeable Notes will be allocated to reduce the Interest Payment Amounts, as applicable, of the Exchangeable Notes or MAC Notes, as applicable, for such Payment Date, *pro rata*, based on their Interest Accrual Amounts. Any amounts allocated to any of the Reference Tranches in the *second*, *fourth*, or *sixth* priority above will be included in the related Principal Loss Amount for the related Payment Date.

#### ***Allocation of Modification Gain Amount***

With respect to each Reference Pool, on each Payment Date on or prior to the Maturity Date, the related Preliminary Principal Loss Amount, Preliminary Tranche Write-down Amount, Preliminary Tranche Write-up Amount and Preliminary Class Notional Amount will be computed prior to the allocation of the Modification Gain Amount for such Reference Pool. The Modification Gain Amount for such Reference Pool, if any, for such Payment Date will be allocated to the related Classes of Reference Tranches in the following order of priority:

*first*, to the Corresponding Class MB-H Reference Tranche, until the amount allocated to such Corresponding Class MB-H Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Accrual Amount on such Corresponding Class MB-H Reference Tranche on all prior Payment Dates;

*second*, to the Corresponding Class B-2 and Class B-2H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date, until the amount allocated to the Corresponding Class B-2 Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Payment Amount on the Corresponding Class B-2 Notes on all prior Payment Dates;

*third*, to the Corresponding Class B-3H Reference Tranche until the amount allocated to the Corresponding Class B-3H Reference Tranche is equal to the cumulative amount of unreimbursed Modification Loss Amounts allocated to reduce the Interest Accrual Amount on the Corresponding Class B-3H Reference Tranche on all prior Payment Dates; and

*fourth*, to the related most subordinate Classes of Reference Tranches outstanding, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date.

Any amounts allocated to the Class B-2A, Class B-2B, Class B-2C or Class B-2D Reference Tranches on any Payment Date pursuant to the above priorities will result in a corresponding increase of the Interest Payment Amount of the Corresponding Class of Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) for such Payment Date. With respect to any Exchangeable Notes that have been exchanged for MAC Notes, any Modification Gain Amount that is allocable to such exchanged Exchangeable Notes on any Payment Date will be allocated to increase the Interest Payment Amounts, as applicable, of such Exchangeable Notes or MAC Notes, as applicable, for such Payment Date, *pro rata*, based on their Interest Accrual Amounts.

### ***Allocation of Senior Reduction Amount and Subordinate Reduction Amount***

With respect to each Reference Pool, on each Payment Date prior to the Maturity Date, after allocation of the Tranche Write-down Amount or Tranche Write-up Amount, if any, for such Payment Date as described under “— Allocation of Tranche Write-down Amounts” and “— Allocation of Tranche Write-up Amounts” above, the related Senior Reduction Amount will be allocated to reduce the Class Notional Amount of each related Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

*first*, to the Corresponding Class A-H Reference Tranche;

*second*, to the Corresponding Class MB-H Reference Tranche;

*third*, to the Corresponding Class B-2 and Class B-2H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date; and

*fourth*, to the Corresponding Class B-3H Reference Tranche.

With respect to each Reference Pool, on each Payment Date prior to the Maturity Date, after allocation of the Tranche Write-down Amount or Tranche Write-up Amount, if any, for such Payment Date as described under “— Allocation of Tranche Write-down Amounts” and “— Allocation of Tranche Write-up Amounts” above, and after allocation of the related Senior Reduction Amount, the related Subordinate Reduction Amount will be allocated to reduce the Class Notional Amount of each related Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

*first*, to the Corresponding Class MB-H Reference Tranche;

*second*, to the Corresponding Class B-2 and Class B-2H Reference Tranches, *pro rata* based on their Class Notional Amounts immediately prior to such Payment Date;

*third*, to the Corresponding Class B-3H Reference Tranche; and

*fourth*, to the Corresponding Class A-H Reference Tranche.

With respect to each Reference Pool, any related Senior Reduction Amount and/or related Subordinate Reduction Amount, as applicable, allocated to the Corresponding Class B-2 Reference Tranche pursuant to the related hypothetical structure will require the Trust to make a corresponding payment of principal to the Corresponding Class B-2 Notes, as applicable (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes). If Exchangeable Notes have been exchanged for MAC Notes, all principal amounts that are payable on such exchanged Exchangeable Notes will be allocated to and payable on such MAC Notes in accordance with the applicable exchange proportions.

### **MAC NOTES**

The characteristics of the MAC Notes and the available Combination of Exchangeable Notes and MAC Notes are shown in Table 2.

### **Exchanges**

An exchange of Classes within the Combination will be permitted at any time on or after the Initial Exchange Date, subject to the following constraints:

- The Classes must be exchanged in the applicable “exchange proportions” shown in Table 2. As described below, these are based on the original Class Principal Balances of the Classes of Exchangeable Notes or MAC Notes, as applicable.
- The aggregate Class Principal Balance (rounded to whole dollars) of the Notes received in the exchange, immediately after the exchange, must equal that of the Notes surrendered for exchange immediately before the exchange.
- The aggregate “annual interest amount” (rounded to whole dollars) of the Notes received in the exchange must equal that of the Notes surrendered for exchange. With respect to any Note, its

annual interest amount equals its outstanding Class Principal Balance times its Class Coupon. The annual interest amount for the Classes received and the Classes surrendered must be equal at all levels of LIBOR.

We base “exchange proportions” on the *original*, rather than on the *outstanding*, Class Principal Balance of the Classes.

Table 2 shows the characteristics of the MAC Notes and the available Combination of Exchangeable Notes and MAC Notes. The specific Classes of Exchangeable Notes and MAC Notes that are outstanding at any given time, and the outstanding Class Principal Balances of those Classes, will vary depending on payments on or write-ups or write-downs of those Classes and any exchanges that have occurred. Exchanges of Exchangeable Notes for MAC Notes, and vice versa, may occur repeatedly. MAC Notes receive interest payments from the Exchangeable Notes that may be exchanged for such MAC Notes at their applicable Class Coupons. If on the Maturity Date or any Payment Date any MAC Notes are outstanding, all principal amounts that are payable on Exchangeable Notes that were exchanged for such MAC Notes will be allocated to, and payable on, such MAC Notes in accordance with the applicable exchange proportions.

In the event that any Exchangeable Notes have been exchanged for MAC Notes, the Holders of such MAC Notes will be entitled to exercise all the voting rights that are allocated to such exchanged Exchangeable Notes, as applicable, and the Class Principal Balances of such MAC Notes will be used to determine if the requisite percentage of Holders under the Indenture has voted or given direction.

### ***Exchange Procedures***

An exchange of Notes will be permitted at any time on or after the Initial Exchange Date subject to the procedures described below. In order to effect an exchange of Notes (except with respect to any deemed exchange on the Closing Date), the Holder will notify the Exchange Administrator in writing delivered by e-mail at [sfs.exchange@usbank.com](mailto:sfs.exchange@usbank.com), and in accordance with the requirements set forth in the Indenture, no later than two Business Days before the proposed exchange date. The exchange date with respect to any such exchange can be any Business Day on or after the Initial Exchange Date other than the first or last Business Day of the month, a Payment Date, the Record Date related to the next Payment Date or the Business Day following such Record Date. The notice must be on the Holder’s letterhead, carry a medallion stamp guarantee and set forth the following information: (i) the CUSIP number of each Exchangeable Note or MAC Note (as applicable) to be exchanged and of each Exchangeable Note or MAC Note (as applicable) to be received; (ii) the outstanding Class Principal Balance and the original Class Principal Balance of the Notes to be exchanged; (iii) the Holder’s DTC participant numbers to be debited and credited; and (iv) the proposed exchange date. After receiving the notice, the Exchange Administrator will e-mail the Holder with wire payment instructions relating to the exchange fee. The Holder will utilize the “Deposit and Withdrawal System” at DTC to exchange the Notes. A notice becomes irrevocable on the second Business Day before the proposed exchange date.

A fee will be payable by the exchanging Holder to the Exchange Administrator in connection with each exchange (except with respect to any deemed exchange on the Closing Date) equal to \$5,000. Such fee must be received by the Exchange Administrator prior to the exchange date or such exchange will not be effected. In addition, any Holder wishing to effect an exchange must pay any other expenses related to such exchange, including any fees charged by DTC.

The Exchange Administrator (unless the Exchange Administrator is the Indenture Trustee) will notify the Indenture Trustee with respect to any exchanges of Notes at the time of such exchange.

The Exchange Administrator will notify the Trust with respect to any exchanges of Notes at the time of such exchange.

The Indenture Trustee will make the first payment on any Exchangeable Note or MAC Note received by a Holder in an exchange transaction on the Payment Date related to the next Record Date following the exchange; provided, however, that with respect to any deemed exchanges on the Closing Date, the first payment on any Notes received with respect to such deemed exchanges will be on the Payment Date occurring in January 2020.

## **THE AGREEMENTS**

### **The Collateral Administration Agreement and the Capital Contribution Agreement**

#### ***The Collateral Administration Agreement***

Subject to the netting provisions and conditions to payment described herein, the Collateral Administration Agreement will require us to pay to the Trust on the Business Day immediately prior to each Payment Date, by deposit into the Distribution Account or otherwise, (a) the Transfer Amount due, and (b) the Return Reimbursement Amount, if any. Subject to the netting provisions and conditions to payment described herein, on any Payment Date on which a Tranche Write-down Amount has been allocated to any Class of Reference Tranche corresponding to a Class of Notes and which reduces the Class Principal Balance of any corresponding outstanding Class of Notes, the Collateral Administration Agreement will require the Indenture Trustee, acting on behalf of the Trust, to pay the applicable Return Amount to us on such Payment Date.

The respective obligations of us and the Trust to pay any amount due under the Collateral Administration Agreement will be subject to the following conditions precedent (other than in connection with any payments on the Early Termination Date): (a) the monthly “Reference Pool File” for the related Payment Date has been delivered to the Indenture Trustee in accordance with the terms of the Indenture; (b) the Termination Date has not occurred as of any prior Payment Date; and (c) each of us and the Trust has received a payment notification pursuant to the terms of the Collateral Administration Agreement.

#### ***The Capital Contribution Agreement***

Subject to the netting provisions and conditions to payment described herein, the Capital Contribution Agreement will require us to pay or cause to be paid to the Trust, by deposit into the Distribution Account or otherwise, an amount equal to the Capital Contribution Amount on the Business Day prior to each Payment Date. Our obligation to pay the Capital Contribution Amount due under the Capital Contribution Agreement will be subject to the following conditions precedent: (a) the Termination Date has not occurred as of any prior Payment Date and (b) we have received the payment notification pursuant to the terms of the Capital Contribution Agreement.

#### ***Netting of Payments***

The Capital Contribution Agreement and Collateral Administration Agreement will provide that the sum of the Capital Contribution Amount and the Transfer Amount we owe to the Trust with respect to any Payment Date cannot be less than zero. The Collateral Administration Agreement and Capital Contribution Agreement will permit netting of the Return Amount due on any Payment Date against the Transfer Amount, Return Reimbursement Amount and Capital Contribution Amount due on the Business Day immediately prior to such Payment Date. As a result, only one party (i.e., either the Trust or us) will actually make a payment to the other in connection with any Payment Date.

#### ***Assignment***

The Collateral Administration Agreement and the Capital Contribution Agreement will be binding upon and will inure to the benefit of the parties thereto and their respective successors, including any successor by operation of law, and permitted assigns. Neither the Trust nor we, without the prior written consent of the other party (in the case of a transfer by the Trust) or without the prior written consent of the Indenture Trustee (in the case of a transfer by us), may transfer (whether by way of security or otherwise) the Collateral Administration Agreement or Capital Contribution Agreement or any interest or obligation therein or thereunder, except that:

(a) the Trust or we may make such a transfer pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity, or, in the case of us, pursuant to, in connection with, or in furtherance of, the termination of our conservatorship (but, in each case, without prejudice to any other right or remedy under the Collateral Administration Agreement or Capital Contribution Agreement, as applicable);



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

(c) we may make such a transfer by way of security or by transferring (by way of security or otherwise) all or any part of our right to receive payments under the Collateral Administration Agreement but not legal ownership interest (such as the grant of a participation or other transfer of our right to receive payment), subject to our related obligations, therein and thereunder.

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

#### ***Termination Date, Scheduled Termination Date and Early Termination Date***

Each of the Collateral Administration Agreement and the Capital Contribution Agreement will terminate in its entirety on the Termination Date, which date is the earlier to occur of the Scheduled Termination Date and the Early Termination Date. See the definition of “Early Termination Date” in the “*Glossary of Significant Terms*” for a description of the events that may give rise to an Early Termination Date. Our final payment obligations under the Collateral Administration Agreement and the Capital Contribution Agreement will be due on the Business Day prior to the Termination Date and the Trust’s final payment obligations under the Collateral Administration Agreement will be due on the Termination Date, in each case subject to the netting provisions under such agreements. The performance of each Reference Pool during the period commencing at the end of the final Reporting Period and continuing until the Termination Date will be disregarded under the Collateral Administration Agreement and Capital Contribution Agreement for purposes of calculating the final payment obligations.

To the extent an Early Termination Date occurs as a result of a designation by the Trust or us, such Early Termination Date will occur on the first Payment Date following the date on which such notice becomes effective, unless such notice becomes effective five (5) Business Days or less prior to such Payment Date, in which case the Early Termination Date will occur on the second Payment Date following the date on which such notice becomes effective, in each case, whether or not the relevant Freddie Mac Default or Optional Termination Event is then continuing.

The Indenture provides that if an Early Termination Date is designated the Notes will be redeemed on such Early Termination Date. See “*Description of the Notes — Scheduled Maturity Date, Early Redemption Date and Class Redemption Dates*”.

#### ***Partial Termination Date***

Our payment obligations under the Capital Contribution Agreement and the respective payment obligations of us and the Trust under the Collateral Administration Agreement may be terminated with respect to any Reference Pool to the extent we designate a Partial Termination Date with respect to such Reference Pool following the occurrence of a Partial Termination Event with respect to such Reference Pool. Our final payment obligations with respect to the affected Reference Pool will be due on the Business Day prior to the Partial Termination Date and the Trust’s final payment obligations with respect to the affected Reference Pool will be due on the Partial Termination Date, in each case subject to the netting provisions under such agreements. The performance of the affected Reference Pool during the period commencing at the end of the immediately preceding Reporting Period and continuing until the related Partial Termination Date will be disregarded for purposes of calculating such final payment obligations.

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

The Indenture will provide that if a Partial Termination Date is designated with respect to a Reference Pool, the Corresponding Class of Notes and the portion of the MAC Notes that corresponds to such Corresponding Class of Notes will be redeemed on such Partial Termination Date. See “*Description of the Notes — Scheduled Maturity Date, Early Redemption Date and Class Redemption Dates*”.

## **The Indenture**

### ***General***

On the Closing Date, the Trust, as Issuer, and U.S. Bank, in its capacity as Indenture Trustee, Custodian and Exchange Administrator, will enter into the Indenture to provide for the issuance of the Notes and the Grant of the Collateral and to make provisions for securing the payment of amounts payable to us and the Holders. See “*Description of the Notes*” above for additional information about the issuance of the Notes by the Trust pursuant to the Indenture.

### ***Grant of the Collateral***

Pursuant to the Indenture, on the Closing Date the Trust will Grant to the Indenture Trustee, for the benefit of the Secured Parties, in each case as their interests may appear, all of the Trust’s right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, the Secured Collateral. Such Grant will be made, in trust, to secure the payment of all amounts payable by the Trust to us under the Collateral Administration Agreement and the payment of all amounts due and payable on the Notes. The Grant of the Secured Collateral for our benefit will be senior to the Grant for the benefit of the Notes. The Grant of the Secured Collateral for the benefit of the Notes will be made on a *pro rata* basis as to each Class of Exchangeable Notes.

In addition, pursuant to the Indenture, on the Closing Date the Trust will Grant to the Indenture Trustee, for the benefit of the Holders of the Notes all of the Trust’s right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, the Additional Collateral. The Grant of the Additional Collateral for the benefit of the Notes will be made on a *pro rata* basis as to each Class of Exchangeable Notes.

Except to the extent otherwise provided in the Indenture, the Indenture will constitute a security agreement under the laws of the State of New York applicable to agreements made and to be performed therein. Upon the occurrence of any Indenture Event of Default, and in addition to any other rights available under the Indenture or any other instruments included in the Collateral held for the benefit and security of the Secured Parties or otherwise available at law or in equity, the Indenture Trustee will have all rights and remedies of a secured party on default under the laws of the State of New York and other applicable law to enforce the assignments and security interests contained in the Indenture and, in addition, will have the right, subject to compliance with any mandatory requirements of applicable law, to sell or apply any rights and other interests assigned or pledged thereby in accordance with the terms thereof at public or private sale.

Pursuant to the Indenture, the Indenture Trustee will acknowledge the Grants described in the foregoing paragraphs and will accept the trusts under and in accordance with the provisions of the Indenture.

### ***Standard of Conduct***

In exercising any of its or their voting rights, rights to direct and consent or any other rights as a Secured Party under the Indenture, a Secured Party or the Secured Parties will not have any obligation or duty to any person or to consider or take into account the interests of any person and will not be liable to any person for any action taken by it or them or at its or their direction or any failure by it or them to act or to direct that an action be taken, without regard to whether such action or inaction benefits or adversely affects any Secured Party, the Trust, or any other person.

### ***Accounts, Accountings and Reports***

*General.* Each of the Indenture Trustee and Custodian will segregate and hold all such money and property received by it for the benefit of the Secured Parties as described in “— *Accounts*” below. Except as otherwise expressly provided in the Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Secured Collateral, the Indenture Trustee may and, if directed to do so by us (so long as such default is not caused by a Freddie Mac Default and in respect of any Secured Collateral other than the Trust’s rights under the Collateral Administration Agreement or the Capital Contribution Agreement) or by a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges) (in respect of such rights), will take such action as so

directed to take to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action will be without prejudice to any right to claim the occurrence of an Indenture Event of Default and any right to proceed with respect thereto as described in “— *Indenture Events of Default*” below.

#### *Accounts*

The Indenture Trustee will, on or prior to the Closing Date, cause the Distribution Account to be established in the name of the Indenture Trustee for the benefit of the Secured Parties pursuant to the Indenture. The Distribution Account must be an Eligible Account. The Indenture Trustee will from time to time, deposit into the Distribution Account: (a) investment income earned on the Eligible Investments, (b) proceeds from the liquidation of Eligible Investments and (c) any Transfer Amounts, Return Reimbursement Amounts, Capital Contribution Amounts and Return Amounts that become due and payable as described in “— *Indenture Events of Default — Remedies; Liquidation of Collateral*” below.

The Custodian will, on or prior to the Closing Date, cause the Custodian Account to be established and held in the name of the Trust, subject to the lien of the Indenture Trustee, for the benefit of the Secured Parties. The Custodian will deposit the net proceeds of the offering of the Notes into the Custodian Account and the Investment Manager will cause the purchase of Eligible Investments pursuant to the Investment Management Agreement. Amounts on deposit in the Custodian Account may be used to purchase only Eligible Investments. All amounts on deposit in the Custodian Account are required to be invested in Eligible Investments prior to the close of business on each Business Day pursuant to the Investment Management Agreement. For the avoidance of doubt, in the unlikely event that any cash is on deposit in the Custodian Account after the deadline for investing in Eligible Investments on any Business Day, such cash will be invested in Eligible Investments on the next Business Day pursuant to the Investment Management Agreement.

All amounts deposited in the Custodian Account, together with any investment property in which funds included in such property are or will be invested or reinvested, and any income or other gain realized from such investments, will be held by the Custodian as part of the Collateral subject to disbursement and withdrawal as described in “— *The Collateral Administration Agreement and the Capital Contribution Agreement — The Collateral Administration Agreement*” and “*Description of the Notes — Interest*” and “— *Principal*” above. Such amounts will be invested pursuant to the terms of the Investment Management Agreement.

With respect to each Payment Date prior to the Maturity Date, the earnings (including the aggregate amount of realized principal gains less any losses) on Eligible Investments during the prior calendar month will be reported to the Indenture Trustee and us by the fifth Business Day of each month and included in the calculation of the Capital Contribution Amount due on such Payment Date. With respect to the Maturity Date, the earnings (including the aggregate amount of realized principal gains less any losses) on Eligible Investments during the prior calendar month and the then-current month will be included in the calculation of the Capital Contribution Amount due on the Maturity Date. The Indenture Trustee will not in any way be held liable by reason of any insufficiency of such amounts held in the Distribution Account resulting from any loss relating to any such Eligible Investments.

On each Payment Date, the Indenture Trustee will distribute amounts held in the Distribution Account as described in “— *The Collateral Administration Agreement and the Capital Contribution Agreement — The Collateral Administration Agreement*” and “*Description of the Notes — Interest*” and “— *Principal*” above. Any amounts remaining in the Distribution Account after such distributions will be transferred to the Custodian Account and reinvested in Eligible Investments.

### ***Payment Date Statement***

The Indenture Trustee will prepare a Payment Date Statement with respect to each Payment Date setting forth certain information with respect to each Reference Pool, each outstanding Class of Notes and the related Classes of Reference Tranches, including:

(i) the Class Principal Balance of each Corresponding Class of Notes and the percentage of the original Class Principal Balance of each Corresponding Class of Notes on the first day of the immediately preceding Accrual Period, the amount of principal payments to be made on each Corresponding Class of Notes, the Class Principal Balance of each Corresponding Class of Notes and the percentage of the original Class Principal Balance of each Corresponding Class of Notes after giving effect to any payments of principal to be made on such Payment Date and the allocation of any Tranche Write-down Amounts and Tranche Write-up Amounts, to such Corresponding Class of Notes on such Payment Date;

(ii) One-Month LIBOR for the Accrual Period preceding the related Payment Date;

(iii) the Interest Payment Amount for each outstanding Corresponding Class of Notes for such Payment Date;

(iv) the amount of principal required to be paid by the Trust for each outstanding Corresponding Class of Notes for such Payment Date and the related Senior Reduction Amount, Subordinate Reduction Amount, Senior Percentage and Subordinate Percentage for the related Payment Date;

(v) the aggregate Tranche Write-down Amounts, Tranche Write-up Amounts, Modification Loss Amounts and Modification Gain Amounts previously allocated to each Corresponding Class of Notes and each related Class of Reference Tranche pursuant to the hypothetical structure and the Tranche Write-down Amounts, Tranche Write-up Amounts, Modification Loss Amounts and Modification Gain Amounts for such Reference Pool to be allocated on such Payment Date;

(vi) the cumulative number (to date) and UPB of the Corresponding Reference Obligations that have become Credit Event Reference Obligations, the number and UPB of the Corresponding Reference Obligations that have become Credit Event Reference Obligations during the related Reporting Period and the Cumulative Net Loss Percentage with respect thereto;

(vii) the number and aggregate UPB of Corresponding Reference Obligations with respect to their delinquency status, including whether the status of such Corresponding Reference Obligations is bankruptcy, foreclosure, or REO, as of the related Reporting Period;

(viii) the number and UPB amount of Corresponding Reference Obligations (A) that became Credit Event Reference Obligations (and identification under which clause of the definition of "Credit Event" each such Corresponding Reference Obligation became a Credit Event Reference Obligation), (B) that were removed from such Reference Pool as a result of a defect or breach of a representation and warranty, and (C) that have been paid in full;

(ix) the cumulative number and UPB of Credit Event Reference Obligations in such Reference Pool that have Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects, including whether such defects have been confirmed, rescinded, or are still outstanding as of the related Reporting Period;

(x) the percentage of such Reference Pool outstanding (equal to the outstanding principal amount of the Corresponding Reference Obligations divided by the Cut-off Date Balance of such Reference Pool) as of the current Reporting Period;

(xi) the principal collections on the Corresponding Reference Obligations, both cumulative and for the current Reporting Period;

(xii) the Recovery Principal for such Reference Pool for the current Reporting Period;

(xiii) the Origination Rep and Warranty/Servicing Breach Settlement Amount and the related Origination Rep and Warranty/Servicing Breach Settlement Loan Allocation Amount (Cap) for each Origination Rep and Warranty/Servicing Breach Settlement with respect to such Reference Pool for the current Reporting Period;

(xiv) the number of sellers and the corresponding dollar amount of Corresponding Reference Obligations no longer subject to our quality control process;

(xv) with respect to each Corresponding Reference Obligation, the following information, as applicable: net sales proceeds (realized cumulative); mortgage insurance proceeds (realized cumulative); taxes and insurance (realized cumulative); legal costs (realized cumulative); maintenance and preservation costs (realized cumulative); bankruptcy cramdown costs (realized cumulative); miscellaneous expenses (realized cumulative); miscellaneous credits (realized cumulative); modification costs (realized cumulative); delinquent accrued interest (realized cumulative); total realized net loss (cumulative); and current period net loss;

(xvi) the amount of the Transfer Amount for such Payment Date;

(xvii) the amount of the Return Reimbursement Amount for such Payment Date;

(xviii) the amount of the Return Amount for such Payment Date;

(xix) the amount of the Capital Contribution Amount for such Payment Date;

(xx) to the extent received or given by the Indenture Trustee, notification of the occurrence of an Early Termination Date;

(xxi) to the extent received by the Indenture Trustee, notification from us in accordance with the EU Risk Retention Letter of our on-going compliance with the terms thereof;

(xxii) the market value of any Eligible Investments (other than those Eligible Investments that were reinvested) both before and after giving effect to payments of principal to Noteholders and any payments of Notes Retirement Amounts to us in connection with the retirement of Notes, in each case, on such Payment Date as well as liquidation proceeds of any redemptions of Eligible Investments (other than those Eligible Investments in which investment income was reinvested) for such Payment Date;

(xxiii) investment income collected during the prior calendar month; provided that with respect to the final Payment Date, such earnings will be measured based on the prior calendar month and the then-current calendar month;

(xxiv) any principal gains or principal losses on Eligible Investments realized during the prior calendar month; provided that with respect to the final Payment Date, such earnings will be measured based on the prior calendar month and the then-current calendar month;

(xxv) for the Payment Date Statement for the calendar month of January, the corresponding Exchangeable Notes fair market value information (as of the last Business Day in the preceding calendar year) provided by us;

(xxvi) any applicable notices regarding changes in any Reporting Period; and

(xxvii) the amount of the Notes Retirement Amount, if any, allocated to increase and decrease, as applicable, the Class Notional Amount of all related Classes of Reference Tranches for such Payment Date; the aggregate amount of Notes Retirement Amounts allocated to increase and decrease, as applicable, the Class Notional Amount of all related Classes of Reference Tranches for all prior Payment Dates; the original Class Notional Amount of all related Classes of Reference Tranches prior to the payment of any Notes Retirement Amounts; and the increase and decrease of the Class Notional Amount of all related Classes of Reference Tranches (expressed in dollars and percentage of their original Class Notional Amount) as a result of the allocation of the Notes Retirement Amounts.

The Indenture Trustee will make each Payment Date Statement (and, at its option, any additional files containing the same information in an alternative format) available each month to Holders of Corresponding Classes of Notes that provide appropriate certification in the form acceptable to the Indenture Trustee (which may be submitted electronically via the Indenture Trustee's internet website at <https://pivot.usbank.com>). Assistance in using the internet website can be obtained by calling the Indenture Trustee at (800) 934-6802. Holders that are unable to use the above distribution options are entitled to have a paper copy mailed to them via first class mail by calling the customer service desk and indicating such. The Indenture Trustee will have the



right to change the manner in which any Payment Date Statement is distributed in order to make such distribution more convenient or more accessible to the above-described parties. The Indenture Trustee will be required to provide timely and adequate notification to all above parties regarding any such changes. The Indenture Trustee will not be liable for the dissemination of information in accordance with the Indenture.

The Indenture Trustee will also be entitled to rely on but will not be responsible for the content or accuracy of any information provided by third parties for purposes of preparing the Payment Date Statement and may affix thereto any disclaimer it deems appropriate in its reasonable discretion (without suggesting liability on the part of any other party hereto).

### ***Indenture Events of Default***

**“Indenture Event of Default”** means

(a) a default in the payment, when due and payable, of interest due on any Note to the extent payable, as described under “*Description of the Notes — Interest, — Allocation of Modification Gain Amount*” and “*— Allocation of Modification Loss Amount*”, which default continues for a period of 30 days;

(b) a default in the payment of the Class Principal Balance of any Note on the Maturity Date, to the extent payable, as described under “*Description of the Notes — Principal, — Allocation of Tranche Write-down Amounts, — Allocation of Tranche Write-up Amounts*” and “*— Allocation of Modification Loss Amount*”, or in the case of a default in payment due to an administrative error or omission by the Indenture Trustee or any paying agent, which default continues for a period of 30 days;

(c) a default in the performance, or breach, of any other covenant of the Trust under the Indenture or any representation or warranty of the Trust made in the Indenture or in any certificate or other writing delivered pursuant thereto or in connection therewith proves to be incorrect in any material respect when made and the continuation of such default or breach for a period of 30 days after the Trust has notice thereof by (i) a responsible officer of the Indenture Trustee, (ii) us (except in the case of a Freddie Mac Default) or (iii) the Holders of not less than a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges);

(d) an involuntary Proceeding shall be commenced or an involuntary petition shall be filed seeking (i) winding up, liquidation, reorganization or other relief in respect of the Trust or its debts, or of a substantial part of its assets, under any bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Trust or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days; or an order or decree approving or ordering any of the foregoing shall be entered;

(e) the Trust shall (i) voluntarily commence any Proceeding or file any petition seeking winding up, liquidation, reorganization or other relief under any bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in section (d) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Trust or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such Proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(f) the Indenture Trustee ceases to have a valid and enforceable first-priority security interest in the Collateral or such security interest proves not to have been a valid or enforceable first-priority security interest when granted or purported to have been granted; or

(g) it becomes unlawful for the Trust to perform or comply with any of its obligations under the Notes, the Indenture or any other transaction document to which it is a party;

provided, however, that no Indenture Event of Default with respect to any Notes shall occur under either clause (a) or (b) above if the Collateral has been realized upon in full and all amounts available to be paid in respect of such Collateral have been distributed in accordance with the provisions of the Indenture.

*Acceleration and Maturity; Rescission and Annulment.* If an Indenture Event of Default occurs and is continuing (other than an Indenture Event of Default described in *clause (d), (e), (f) or (g)* above), the Indenture Trustee, if a responsible officer thereof has actual knowledge of or has received notice of such Indenture Event of Default, may, or at the direction of not less than a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges) will, declare the Class Principal Balance of all the Notes to be due and payable on the next succeeding Payment Date, and upon any such declaration such principal, together with all accrued and unpaid Interest Payment Amounts on the Notes, and other amounts payable under the Indenture, will become due and payable on the next succeeding Payment Date. If an Indenture Event of Default described in *clause (d), (e), (f) or (g)* above occurs and is continuing, the Class Principal Balance of all of the Notes, together with all accrued and unpaid Interest Payment Amounts on the Notes and other amounts payable under the Indenture, will automatically become due and payable without any declaration or other act on the part of the Indenture Trustee or any Holder.

At any time after such a declaration of acceleration of maturity has been made (except with respect to an Indenture Event of Default described in *clause (d), (e), (f) or (g)* above) and before a judgment or decree for payment of the money due has been obtained by the Indenture Trustee as provided in the Indenture, a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges), by written notice to the Indenture Trustee, may rescind and annul such declaration and its consequences if:

(i) the Trust has paid or deposited with the Indenture Trustee a sum sufficient to pay:

(A) all overdue amounts payable on or in respect of the Notes (other than amounts due solely as a result of the acceleration),

(B) to the extent that payment of interest on such amount is lawful, interest on such overdue amounts at a rate equal to the applicable Class Coupon,

(C) any accrued and unpaid amounts payable by the Trust pursuant to the Collateral Administration Agreement, and

(ii) the Indenture Trustee has determined that all Indenture Events of Default, other than the nonpayment of the principal of or interest on the Notes that have become due solely by such acceleration, have been cured and a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges), by written notice to the Indenture Trustee, has agreed with such determination or waived such Indenture Events of Default.

No such rescission and annulment will affect any subsequent Indenture Event of Default or impair any right consequent thereon.

*Collection of Indebtedness and Suits for Enforcement by Indenture Trustee.* If an Indenture Event of Default occurs and is continuing, the Indenture Trustee at the direction of a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges) will proceed to protect and enforce its rights and the rights of the Secured Parties by such appropriate Proceedings as such Holders direct, whether for the specific enforcement of any covenant or agreement in the Indenture or in aid of the exercise of any power granted therein, or to enforce any other proper remedy or legal or equitable right vested in the Indenture Trustee by the Indenture or by law; provided, however, that no such Proceedings may be instituted with respect to the Eligible Investments or any proceeds thereof unless an Indenture Event of Default under *clause (f)* above has occurred and is continuing and, provided further, that the Indenture Trustee will have no duty or obligation to take such action unless such Holders offer indemnification satisfactory to the Indenture Trustee. Absent receipt of any such written direction by a responsible officer of the Indenture Trustee, the Indenture Trustee will have no duty or obligation to take any action in respect of an Indenture Event of Default. In any Proceedings brought by the Indenture Trustee on behalf of the Holders, the Indenture Trustee will be held to represent all the Holders of the Notes and it will not be necessary to make any Holder a party to any such proceeding.

*Remedies; Liquidation of Collateral.* If an Indenture Event of Default occurs and is continuing, and the Notes have been declared due and payable and such declaration and the consequences of such Indenture Event of Default and acceleration have not been rescinded and annulled, the Trust agrees that the Indenture Trustee will, upon direction of a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges), to the extent permitted by applicable law, exercise one or more of the following rights, privileges and remedies:

- (i) institute Proceedings for the collection of all amounts then payable on the Notes or otherwise payable under the Indenture, whether by declaration or otherwise, enforce any judgment obtained, and collect from the Collateral any monies adjudged due;
- (ii) take the actions described under “*Application of Proceeds*” below;
- (iii) exercise any remedies of a secured party under the UCC and take any other appropriate action to protect and enforce the rights and remedies of the Secured Parties; and
- (iv) exercise any other rights and remedies that may be available at law or in equity.

If the Notes have been declared due and payable as described above, the Indenture Trustee will give notice under the Collateral Administration Agreement of the designation of an Early Termination Date (if the Collateral Administration Agreement has not yet terminated) and demand payment from us of any amounts due under the Collateral Administration Agreement and the Capital Contribution Agreement (and, if we fail to make any such payment, take the actions described in “— *Application of Proceeds — Procedures Relating to Delayed Payments*” below). Any amounts so paid by us will be held in the Distribution Account for the benefit of the Holders of the Notes, in each case as their interests may appear. See “*Description of the Notes — Scheduled Maturity Date, Early Redemption Date and Class Redemption Dates*”.

In determining whether the holders of the requisite percentage of Notes have given any direction, notice or consent, Notes owned by us will be disregarded and deemed not to be outstanding.

#### ***Application of Proceeds***

If an Indenture Event of Default occurs and is continuing, and the Notes have been declared due and payable and such declaration and the consequences of such Indenture Event of Default and acceleration have not been rescinded and annulled, the Holders of a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges) may direct the Indenture Trustee to (a) withdraw all proceeds of Eligible Investments for the related Payment Date held in the Distribution Account, (b) liquidate all Collateral (other than Collateral which is held in the form of cash) held in the Custodian Account into cash as provided in the Indenture, (c) give notice of a Freddie Mac Default or the occurrence of an event described in clause (iv) of the definition of “Early Termination Date” in the “*Glossary of Significant Terms*”, as applicable, in accordance with the Indenture, (d) designate an Early Termination Date in accordance with the Indenture and (e) demand payment from us of any amounts due under the Collateral Administration Agreement and/or the Capital Contribution Agreement, as applicable. If any such direction by the Holders of a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges), as applicable, has been given and carried out, then on the Early Termination Date the Indenture Trustee will disburse the funds available for distribution in the following order:

- (i) to the payment of any amounts due and payable to us, if any, under the Collateral Administration Agreement;
- (ii) to the payment of accrued and unpaid interest on the Notes, to the extent outstanding, *pro rata* based on the then-current Class Principal Balances of the Notes; and
- (iii) to the payment of principal on the Notes, to the extent outstanding, *pro rata* based on the then-current Class Principal Balances of the Notes.

*Procedures relating to Delayed Payments.* If the Indenture Trustee does not receive the net amount, if any, owed by us under the Collateral Administration Agreement and the Capital Contribution Agreement when due, (a) the Indenture Trustee will promptly notify the Trust in writing and (b) unless within 30 days after such notice

(i) such payment has been received by the Indenture Trustee, the Indenture Trustee will request us to make such payment as soon as practicable after such request but in no event later than three Business Days after the date of such request. If such payment is not made within such time period, the Indenture Trustee will notify the Holders of such nonpayment and will take such action as the Holders of not less than a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges) directs in writing or, if no such direction is received, such action as the Indenture Trustee deems most effectual (in each case, which may include declaring an Early Termination Date). Any such action will be without prejudice to any right to claim an Indenture Event of Default.

#### ***Amendments to the Indenture and the other Basic Documents***

Each of the Basic Documents may be amended subject to certain limitations, if any, set forth therein. The following discussion summarizes some of such limitations.

##### *The Indenture*

The Indenture may be amended from time to time by the mutual agreement of the parties thereto without the consent of any Noteholders:

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

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

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

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

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

(vi) as evidenced by an opinion of counsel delivered to the Indenture Trustee, to relax or eliminate certain transfer restrictions imposed on the Notes pursuant to the Indenture (if applicable law is amended or clarified such that any such restriction may be relaxed or eliminated); or

(vii) to acknowledge the successors and permitted assigns of any party to a Basic Document and the assumption by any such successor or assign of such party's covenants and obligations thereunder;

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

The Indenture may also be amended from time to time by mutual agreement of the parties thereto, and, if any Notes are outstanding, with the written consent of the Holders of Notes entitled to at least a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges) allocated to each of the Classes of Notes that are materially and adversely affected by such amendment, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the Holders of Notes; provided, however, that no such amendment may, without the consent of the Holders of all Exchangeable Notes then outstanding (without giving effect to exchanges), (i) modify the amendment provisions of the Indenture, (ii) change the Scheduled Maturity Date or any monthly Payment Date of the Notes, (iii) reduce the Class Principal Balance (other than as provided for in the Indenture), delay the principal distribution of (other than as provided for in the

Indenture), or materially modify the rate of interest or the calculation of the rate of interest on, the Notes (other than as provided for in the Indenture), (iv) reduce the percentage of Holders of Notes whose consent or affirmative vote is necessary to amend the terms of the Notes, or (v) significantly change the activities of the Trust; provided, further, that no such amendment may adversely affect our interests (unless the we have consented to such amendment); and, provided further, that in each case, we and the Indenture Trustee have received a Tax Opinion.

You should note that pursuant to clause (c) of the definition of “Reporting Period” in the “*Glossary of Significant Terms*”, we may designate a revised definition of Reporting Period from time to time to conform to any updates to our operational processes or timelines for mortgage loans serviced in accordance with the Guide without amending the Indenture or any other Basic Document pursuant to the amendment provisions thereof. Any such revised definition will be effective as the definition of “Reporting Period” in the Indenture and any other related Basic Documents upon satisfaction of the conditions set forth in such clause (c).

*The Collateral Administration Agreement, Capital Contribution Agreement, Trust Agreement, Administration Agreement, Account Control Agreement and Investment Management Agreement*

The Trust Agreement, the Collateral Administration Agreement, the Capital Contribution Agreement, the Administration Agreement, and/or the Account Control Agreement, may be amended from time to time without the consent of the Indenture Trustee or the Noteholders:

- (i) to correct, modify or supplement any provision therein which may be inconsistent with this Memorandum;
- (ii) to correct, modify or supplement any provision therein which may be inconsistent with any other Basic Document;
- (iii) to cure any ambiguity or to correct, modify or supplement any provision therein which may be inconsistent with any other provision therein or to correct any error;
- (iv) to make any other provisions with respect to matters or questions arising thereunder which may not be inconsistent with the then-existing provisions thereof;
- (v) to modify, alter, amend, add to or rescind any provision therein to comply with any applicable rules, regulations, orders or directives promulgated from time to time;
- (vi) to add to any covenants of the Sponsor or Administrator for the benefit of the Noteholders or to surrender any right or power conferred upon the Sponsor or Administrator;
- (vii) to acknowledge the successors and permitted assigns of any party to a Basic Document and the assumption by any such successor or assign of such party’s covenants and obligations thereunder; or
- (viii) in the case of the Administration Agreement, for any other purpose;

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

The Trust Agreement, the Collateral Administration Agreement, Capital Contribution Agreement, the Administration Agreement, and/or the Account Control Agreement, as applicable, may also be amended from time to time by mutual agreement of the parties thereto and, if any Notes are outstanding, with the written consent of the Indenture Trustee and the consent of Holders of Notes entitled to at least a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges) allocated to each of the Classes of Notes that are materially and adversely affected by such amendment, for any other purpose; provided, that no such amendment will be effective unless the Indenture Trustee has provided its consent; and, provided further, that in each case, we and the Indenture Trustee have received a Tax Opinion.



The Investment Management Agreement may be amended by mutual agreement of the parties thereto.

You should note that pursuant to clause (c) of the definition of “Reporting Period” in the “*Glossary of Significant Terms*”, we may designate a revised definition of Reporting Period from time to time to conform to any updates to our operational processes or timelines for mortgage loans serviced in accordance with the Guide without amending the Indenture or any other Basic Document pursuant to the amendment provisions thereof. Any such revised definition will be effective as the definition of “Reporting Period” in the Indenture and any other related Basic Documents upon satisfaction of the conditions set forth in such clause (c).

#### *Quorum*

A quorum at any meeting of Holders called to adopt a resolution will consist of Holders entitled to vote a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges) and called to such meeting. A quorum at any reconvened meeting adjourned for lack of a quorum, will consist of Holders entitled to vote 25% of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges), in both cases excluding any such Notes owned by us. In the event that Exchangeable Notes have been exchanged for MAC Notes, Holders of such MAC Notes will be entitled to exercise all the voting rights that are allocated to such exchanged Exchangeable Notes in the manner described under “*MAC Notes*”. Holders do not have to approve the particular form of any proposed amendment, as long as they approve the substance of such change. See “*Risk Factors — Investment Factors and Risks Related to the Notes — Investors Have No Direct Right to Enforce Remedies*”.

As provided in the Indenture, the Indenture Trustee will establish a record date for the determination of Holders entitled to vote at any meeting of Holders of Notes, to grant any consent regarding Notes and to give notice of any such meeting or consent.

Any instrument given by or on behalf of any Holder of a Note relating to a consent to any modification, amendment or supplement will be irrevocable once given and will be conclusive and binding on all subsequent Holders of that Note or any substitute or replacement Note, whether or not notation of any amendment is made upon such Notes. Any amendment of the Indenture or of the terms of Notes will be conclusive and binding on all Holders of those Notes, whether or not they have given such consent or were present at any meeting (unless by the terms of the Indenture a written consent or an affirmative vote of such Holders is required), and whether or not notation of any such amendment is made upon the Notes.

#### *Consolidation, Merger or Transfer of Assets*

The Trust may not consolidate with, merge into, or transfer or convey all or substantially all of its assets to any other corporation, partnership, trust or other person or entity.

#### *Petitions for Bankruptcy*

The Indenture will provide that the Holders of the Notes and the Indenture Trustee agree not to cause the filing of a petition in bankruptcy against the Trust before one year and one day or, if longer, the applicable preference period then in effect, has elapsed since the payment in full of all of the Notes that are outstanding.

#### *Satisfaction and Discharge of the Indenture*

The Indenture will be discharged and cease to be of further effect with respect to the Notes except as to certain limited rights specified in the Indenture and the Indenture Trustee, on demand of and at the expense of the Trust, will execute proper instruments acknowledging satisfaction and discharge of the Indenture, when:

(i) either:

(A) all Notes previously authenticated and delivered (other than (1) Notes that have been mutilated, defaced, destroyed, lost or stolen and which have been replaced or paid as provided in the Indenture and (2) Notes for whose payment money has previously irrevocably been deposited in trust and thereafter repaid to the Trust or discharged from such trust as provided in the Indenture) have been delivered to the Indenture Trustee for cancellation; or

(B) all Notes not previously delivered to the Indenture Trustee or the Authenticating Agent for cancellation (1) have become due and payable or (2) have been declared immediately due and payable as described in “*Indenture Events of Default — Remedies; Liquidation of Collateral*” above;

(ii) the Trust has irrevocably deposited or caused to be deposited with the Indenture Trustee, in trust for such purpose, cash in an amount sufficient, as verified by a firm of nationally recognized independent certified public accountants, to pay and discharge (A) the entire indebtedness on all Notes not previously delivered to the Indenture Trustee for cancellation, including the entire Class Principal Balance thereof and all Interest Payment Amounts accrued to the date of such deposit (in the case of Notes which have become due and payable) or to the Scheduled Maturity Date, Early Redemption Date or related Class Redemption Date, as the case may be, and (B) all amounts payable to us under the Collateral Administration Agreement;

(iii) the Trust has paid or caused to be paid all other sums payable or to become payable hereunder (including, without limitation, amounts payable pursuant to the Administration Agreement and under the Collateral Administration Agreement) and no other amounts will become due and payable by the Trust;

(iv) the Trust has delivered to the Indenture Trustee an officer’s certificate and an opinion of counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of the Indenture have been complied with; and

(v) each of the Collateral Administration Agreement and the Capital Contribution Agreement has been terminated.

### ***Binding Effect of the Indenture***

You and any Financial Intermediary or Holder acting on your behalf agree that the receipt and acceptance of a Note indicates acceptance of the terms and conditions of the Indenture, as it may be supplemented or amended by its terms.

### ***Notes Acquired by Us***

We may, from time to time, purchase some or all of the Notes at any price or prices, in the open market or otherwise. We may hold, sell or cause the Trust to retire any Notes that we purchase. Any Notes we own will have an equal and proportionate benefit under the provisions of the Indenture, without preference, priority or distinction as among those Notes. However, in determining whether the required percentage of Holders of the Notes have given any required demand, authorization, notice, consent or waiver, Notes we own, directly or indirectly, will be deemed not to be outstanding.

Any Notes that we hold may be held as investment and may be sold from time to time in our sole discretion. Pursuant to the Indenture, we have the right to cause any Notes we acquire to be retired by the Trust as described below.

### ***Optional Retirement of Notes Owned by Freddie Mac***

With respect to any Notes owned or acquired by Freddie Mac, Freddie Mac will have the right to cause such Notes, at its option and in its sole discretion, to be retired by the Trust. Freddie Mac will be required to notify the Indenture Trustee of its intention to cause any Notes it owns to be retired by the Trust in writing delivered by e-mail at [sfs.exchange@usbank.com](mailto:sfs.exchange@usbank.com), and in accordance with the requirements set forth in the Indenture, no later than the eighth Business Day of the month in which such retirement is to occur. The notice must set forth the following information: (i) the CUSIP number of each of the Notes to be retired; and (ii) the outstanding Class Principal Balance of each of the Notes to be retired (or if the Notes to be retired are MAC Notes, the outstanding Class Principal Balance of the related Exchangeable Notes for which such MAC Notes were exchanged). With respect to any proposed retirement of Notes on a Payment Date, the Trust will pay Freddie Mac with respect to the Notes presented for retirement (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes) the related Notes Retirement Amount on such Payment Date. The calculation of the Notes Retirement Amount to be paid to Freddie Mac on any Payment Date in connection with the retirement of any Notes will be made after giving effect to the allocation on such Payment Date of all Tranche Write-down Amounts, Tranche Write-up Amounts, Modification Gain Amounts, Modification Loss Amounts, Senior

Reduction Amounts and Subordinate Reduction Amounts. After the payment on the applicable Payment Date of the Notes Retirement Amount for the Notes presented for retirement by us, such Notes shall be deemed retired and no longer outstanding. After the payment of any Notes Retirement Amount on any Payment Date, the amounts of any related Return Amount, Transfer Amount and Return Reimbursement Amount owed under the terms of the Collateral Administration Agreement for succeeding Payment Dates will be reduced, as applicable, as a result of the adjustment in the Class Notional Amount of any Class of Reference Tranche corresponding to such retired Notes in connection with the payment of such Notes Retirement Amount. At issuance of the Notes, we will initially retain the credit risk represented by the Class B-2HA, Class B-2HB, Class B-2HC and Class B-2HD Reference Tranches. If we were to exercise our option to cause the Trust to retire any Notes that we own, the Class Notional Amount of any of the Class B-2HA, Class B-2HB, Class B-2HC or Class B-2HD Reference Tranches, as applicable, will be increased by the aggregate amount of Notes Retirement Amounts allocated to reduce the Class Notional Amount of the Class B-2A, Class B-2B, Class B-2C or Class B-2D Reference Tranche, respectively, in connection with the retirement of such Notes. We will, therefore, reacquire the credit risk with respect to the Corresponding Reference Pool represented by such retired Notes.

### ***Third-Party Beneficiaries***

We will be a third party beneficiary of each agreement or obligation in the Indenture relating to payments to be made by the Trust under the Collateral Administration Agreement, the rights and obligations of the Secured Parties with respect to the Collateral and the priorities of payments established in the Indenture, our rights to receive reports and notices thereunder and of each agreement and obligation in the Indenture and will have the right to enforce such rights, agreements and obligations as though we were a party thereto. The Investment Manager will be a third-party beneficiary of each agreement or obligation in the Indenture relating to investment of funds in the Custodian Account in Eligible Investments under the Investment Management Agreement and the rights of the Investment Manager to receive reports and notices thereunder.

### ***Notice***

Any notice, demand or other communication which by any provision of the Indenture is required or permitted to be given to or served upon any Holder may be given or served in writing by deposit thereof, postage prepaid, in the mail, addressed to such Holder as (i) such Holder's name and address may appear in the register of the Holders maintained by the Indenture Trustee, (ii) in the case of a Holder of a Note maintained on the DTC System, by transmission to such Holder through the DTC communication system or (iii) in the case of a Note deposited with a Common Depositary, by transmission to such Holder through the Common Depositary system. Such notice, demand or other communication to or upon any Holder will be deemed to have been sufficiently given or made, for all purposes, upon mailing or transmission.

Any notice, demand or other communication which is required or permitted to be delivered to us must be given in writing addressed as follows: Freddie Mac, 8200 Jones Branch Drive, McLean, Virginia 22102, Attention: General Counsel and Secretary. The communication will be deemed to have been sufficiently given or made only upon actual receipt of the writing by us.

### ***Governing Law***

The Indenture will be governed by and construed in accordance with the laws of the State of New York and the obligations, rights and remedies of the parties to the Indenture will be determined in accordance with such laws without regard to the conflicts of law provisions thereof (other than section 5-1401 of the General Obligations Law).

### ***The Investment Management Agreement***

On the Closing Date, the Trust will enter into the Investment Management Agreement with the Investment Manager, the Administrator and the Sponsor. Pursuant to the Investment Management Agreement, the Trust will appoint the Investment Manager as investment manager for purposes of directing the investment and reinvestment of the Collateral comprised of cash and Eligible Investments.

The investment guidelines set forth in the Investment Management Agreement will specify investment objectives, policies, directions and restrictions to be followed by the Investment Manager in managing the cash and Eligible Investments.

The Administrator will pay the Investment Manager for its services under the Investment Management Agreement.

The Investment Manager will in rendering its services, use a degree of skill and attention no less than that which it exercises with respect to comparable assets that it manages for others who are not subject to registration or other regulation under the Investment Company Act and in a manner which the Investment Manager reasonably believes to be consistent with practices followed by comparable investment managers of national standing investing in assets of the nature and character of the Collateral comprised of cash and Eligible Investments and consistent with the Investment Guidelines and its fiduciary duty, except as otherwise expressly provided for in the Investment Management Agreement. Subject to the immediately preceding sentence, the Investment Manager will generally follow its customary policies, standards and procedures in performing its duties under the Investment Management Agreement. Except as may otherwise be provided by law, the Investment Manager will not be liable to the Trust for (a) any loss that the Trust may suffer by reason of any investment decision made or other action taken or omitted in good faith by the Investment Manager consistent with the foregoing standard of care; (b) any loss arising from the Investment Manager's adherence to the Investment Guidelines; (c) acting in reliance upon any notices or instructions received from the Administrator or other authorized person under the Investment Management Agreement, including instructions communicated via e-mail; or (d) any act or failure to act by the Custodian, any broker or dealer to which the Investment Manager directs transactions for the Custodian Account or by any other third party. See "*The Administration Agreement*" for a description of our indemnification of the Investment Manager and other Transaction Parties.

### **The Account Control Agreement**

On the Closing Date, the Trust will enter into the Account Control Agreement with the Custodian. Pursuant to the Account Control Agreement, the Trust will appoint the Custodian as the custodian to hold all Eligible Investments comprised of certificated securities and instruments in physical form at an office in the United States. All certificated securities and instruments will be credited to the Custodian Account.

The proceeds from the sale of the Notes will be deposited with the Custodian. The Custodian will (i) receive, hold and transfer the Collateral, (ii) perform all the obligations of the Trust under the Indenture, pursuant to written instructions from the Trust, that relate to such receipt, holding and transfer of the Collateral, and (iii) comply with any written instruction made by the Trust or the Indenture Trustee to the Custodian pursuant to the Indenture and the Account Control Agreement.

Pursuant to the Account Control Agreement, the Custodian, the Trust and the Indenture Trustee will agree that the Custodian Account consists of and will be deemed to consist of a "securities account" (within the meaning of Section 8-501 of the UCC and Article 1(1)(b) of the Hague Securities Convention) with respect to securities and other financial assets held therein and a "deposit account" (within the meaning of Section 9-102 of the UCC) with respect to deposited cash. The Custodian will agree that: (i) it is a "securities intermediary" (within the meaning of Section 8-102(a)(14) of the UCC) and an "intermediary" (within the meaning of Article 1(1)(c) of the Hague Securities Convention) with respect to any financial assets held therein and a "bank" (as defined in Section 9-102(a)(8) of the UCC) with respect to any cash credited to the Custodian Account, and the Trust is the "entitlement holder" (within the meaning of Section 8-102(a)(7) of the UCC) and the "account holder" (within the meaning of Article 1(1)(d) of the Hague Securities Convention), (ii) each item of property (whether a security, an instrument or any other property, other than cash) credited to any of the Accounts will be treated as a "financial asset" (within the meaning of Section 8-102(a)(9) of the UCC); provided, however, nothing in the Account Control Agreement will require the Custodian to credit to any securities account or to treat as a financial asset (within the meaning of Section 8-102(a)(9) of the UCC) any asset in the nature of a general intangible (as defined in Section 9-102(a)(42) of the UCC) or to "maintain" a sufficient quantity thereof (within the meaning of Section 8-504 of the UCC) and (iii) the Collateral in the Custodian Account and any rights or proceeds derived therefrom will be subject to the liens and other security interests in favor of the Indenture Trustee acting on behalf of the Secured Parties as set forth in the Indenture.

All securities and other financial assets credited to the Custodian Account that are in registered form will be registered in the name of, or payable to or to the order of, the Custodian (not in its individual capacity, but solely as Custodian), or its nominee, indorsed to or to the order of the Custodian (not in its individual capacity, but solely as Custodian) or in blank or credited to another securities account maintained in the name of the Custodian (not in its individual capacity, but solely as Custodian); in no case will any financial asset credited to the Custodian Account be registered in the name of the Trust, payable to the order of the Trust or specially indorsed to the Trust unless the foregoing have been specially indorsed to or to the order of the Custodian or in blank.

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

We will pay the Custodian for its services under the Account Control Agreement pursuant to the Administration Agreement.

### **The Administration Agreement**

Pursuant to the Administration Agreement, we will be required to pay the Fees and Expenses (subject to the relevant Expense Cap) of the Indenture Trustee, Custodian, Exchange Administrator, Investment Manager and Owner Trustee. In addition, the Administration Agreement contains provisions for our indemnification of such parties for any loss, liability or expense incurred except for losses, liabilities or expenses caused or incurred by the willful misfeasance, bad faith, fraud or gross negligence in the performance of its obligations and duties under the Administration Agreement. Under the Administration Agreement and other Basic Documents, each Transaction Party will indemnify certain other Transaction Parties with respect to certain of its actions.

## **THE PARTIES**

### **Freddie Mac as Sponsor and Administrator**

Freddie Mac, a corporate instrumentality of the United States created and existing under the Freddie Mac Act, is the Sponsor of the Trust and will be appointed by the Trust as the Administrator. Our principal office is located at 8200 Jones Branch Drive, McLean, Virginia 22102. We currently have approximately 5,400 employees in the McLean, Virginia headquarters and in regional offices located in New York, New York, Atlanta, Georgia, Chicago, Illinois, Carrollton, Texas and Los Angeles, California. We conduct business in the U.S. secondary mortgage market by working with a national network of experienced single-family seller/servicers to purchase single-family mortgage loans and to set servicing standards for such mortgage loans. We perform in-house quality control reviews of single-family loans but do not directly originate loans or service loans for third-party investors. See "*Freddie Mac*".



We, as Sponsor, have formed the Trust and caused the certificate of trust to be filed with the Secretary of State of the State of Delaware. Pursuant to the Trust Agreement, we, as Sponsor agree not to take any action which would cause the Trust to become an “investment company” which would be required to register under the Investment Company Act. As Sponsor, we are the sole beneficial owner of the Trust.

The Administrator may assign the Administration Agreement to a corporation or other organization that is a successor (by merger, consolidation or purchase of assets) to the Administrator.

Our senior long-term debt ratings are “AA+” by Standard & Poor’s, “Aaa” by Moody’s, and “AAA” by Fitch. Our short-term debt ratings are “A-1+” by Standard & Poor’s, “P-1” by Moody’s and “F1+” by Fitch.

We continue to operate under the conservatorship of the FHFA that commenced on September 6, 2008. From time to time, we are a party to various lawsuits and other legal proceedings arising in the ordinary course of business and is subject to regulatory actions that could materially adversely affect its operations. See *“We are in Conservatorship; Potential Receivership”, “Freddie Mac” and “Risk Factors — Risks Relating to Freddie Mac”*.

The information set forth in this section has been provided by us. No other person makes any representation or warranty as to the accuracy or completeness of such information.

### **Indenture Trustee and Custodian**

U.S. Bancorp, with total assets exceeding \$488 billion as of September 30, 2019, is the parent company of U.S. Bank, the fifth largest commercial bank in the United States. As of September 30, 2019, U.S. Bancorp served approximately 18 million customers and operated over 2,900 branch offices in 25 states. A network of specialized U.S. Bancorp offices across the nation provides a comprehensive line of banking, brokerage, insurance, investment, mortgage, trust and payment services products to consumers, businesses, and institutions.

U.S. Bank has one of the largest corporate trust businesses in the country, with office locations in 53 domestic and 2 international cities. The Indenture will be administered from U.S. Bank’s corporate trust office located at One Federal Street, 3rd Floor, Mailcode EX-MA-FED, Boston, Massachusetts 02110 (and for certificate transfer services, 111 Fillmore Avenue, St. Paul, Minnesota 55107, Attention: Bondholder Services — STACR 2019-FTR3).

U.S. Bank has provided corporate trust services since 1924. As of September 30, 2019, U.S. Bank was providing securities administrator services on more than 199 transactions with \$17,944,900,000 of outstanding mortgage-backed securities prime structured products. The Indenture Trustee is required to make each monthly statement available to the Noteholders via the Indenture Trustee’s internet website at <https://pivot.usbank.com>. Noteholders with questions may direct them to the Indenture Trustee’s bondholder services group at (800) 934-6802.

In the last several years, U.S. Bank and other large financial institutions have been sued in their capacity as trustee or successor trustee for certain residential mortgage-backed securities (“**RMBS**”) trusts. The complaints, primarily filed by investors or investor groups against U.S. Bank and similar institutions, allege the trustees caused losses to investors as a result of alleged failures by the sponsors, mortgage loan sellers and servicers to comply with the governing agreements for these RMBS trusts. Plaintiffs generally assert causes of action based upon the trustees’ purported failures to enforce repurchase obligations of mortgage loan sellers for alleged breaches of representations and warranties, notify securityholders of purported events of default allegedly caused by breaches of servicing standards by mortgage loan servicers and abide by a heightened standard of care following alleged events of default. Currently, U.S. Bank is a defendant in multiple actions alleging individual or class action claims against it.

U.S. Bank denies liability and believes that it has performed its obligations under the RMBS trusts in good faith, that its actions were not the cause of losses to investors, that it has meritorious defenses, and it has contested and intends to continue contesting the plaintiffs’ claims vigorously. However, U.S. Bank cannot assure you as to the outcome of any of the litigation, or the possible impact of these litigations on the trustee or the RMBS trusts.

On March 9, 2018, a law firm purporting to represent fifteen Delaware statutory trusts (the “**DSTs**”) that issued securities backed by student loans (the “**Student Loans**”) filed a lawsuit in the Delaware Court of

Chancery against U.S. Bank in its capacities as indenture trustee and successor special servicer, and three other institutions in their respective transaction capacities, with respect to the DSTs and the Student Loans. This lawsuit is captioned The National Collegiate Student Loan Master Trust I, et al. v. U.S. Bank National Association, et al., C.A. No. 2018-0167-JRS (Del. Ch.). The complaint, which was later amended on June 15, 2018, alleged that the DSTs have been harmed as a result of purported misconduct or omissions by the defendants concerning administration of the trusts and servicing of the student loans.

U.S. Bank believes that it has performed its obligations as indenture trustee and special servicer in good faith and in compliance in all material respects with the terms of the agreements governing the DSTs and accordingly that the claims against it in the lawsuit are without merit.

U.S. Bank has filed a motion seeking dismissal of the operative complaint in its entirety with prejudice pursuant to Chancery Court Rules 12(b)(1) and 12(b)(6) or, in the alternative, U.S. Bank requested a stay of the case while other prior filed disputes involving the DSTs and the Student Loans are being litigated. On November 7, 2018, the Court ruled that the case should be stayed in its entirety pending resolution of the first-filed cases.

U.S. Bank intends to continue to defend this lawsuit vigorously.

The foregoing information concerning the Indenture Trustee has been provided by U.S. Bank. None of the Sponsor, the Initial Purchasers, the Owner Trustee or any of their affiliates takes any responsibility for this information or makes any representation or warranty as to its accuracy or completeness.

At all times, the Indenture Trustee will be required to satisfy the following eligibility criteria: a corporation or national banking association organized and doing business under the laws of the United States or of any State, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least U.S. \$50,000,000, having a long-term unsecured debt rating of “A” or higher by Fitch and “A1” or higher by Moody’s and subject to supervision or examination by federal or state authority. If such corporation or national banking association publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for purposes of determining eligibility, the combined capital and surplus of such corporation or national banking association will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Indenture Trustee ceases to be eligible in accordance with the foregoing criteria, the Indenture will require the Indenture Trustee to give notice immediately of resignation, such resignation to be effective in no more than 30 days subject only to the designation of a replacement Indenture Trustee as described in “— *Resignation and Removal of the Indenture Trustee; Appointment of Successor*” below. On the Closing Date, U.S. Bank will be the Indenture Trustee.

We may maintain other banking relationships in the ordinary course of business with the Indenture Trustee. The payment of the fees and expenses of the Indenture Trustee is solely our obligation.

#### ***Resignation and Removal of the Indenture Trustee; Appointment of Successor***

The Indenture Trustee may resign at any time by giving written notice to the Trust, the Holders and us. Upon receiving such notice of resignation, the Trust will promptly appoint a successor trustee or trustees by written instrument, in duplicate, executed by an authorized officer of the Trust on behalf of the Trust, one original copy of which will be delivered to the Indenture Trustee so resigning and one original copy to the successor trustee or trustees, together with a copy to each Holder; provided that such successor indenture trustee will be appointed only upon the written consent of Holders of not less than a majority of the outstanding Class Principal Balance of the Exchangeable Notes (without giving effect to exchanges). If no successor indenture trustee is appointed and an instrument of acceptance by a successor indenture trustee is not delivered to the Indenture Trustee within 30 days’ after the giving of such notice of resignation, the resigning Indenture Trustee, the Trust or any Holder may, petition any court of competent jurisdiction for the appointment of a successor indenture trustee.

The Indenture Trustee may be removed (i) at any time by Holders of not less than 66-2/3% of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges), (ii) at any time when an Indenture Event of Default has occurred and is continuing or when a successor indenture trustee has been appointed at any time the Indenture Trustee ceases to be eligible as described in “*The Parties* —

*Indenture Trustee and Custodian*” above, by Holders of not less than a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges), by 30 days prior written notice delivered to the Indenture Trustee and to the Trust or (iii) at any time when (1) an Indenture Trustee payment-related Indenture Event of Default has occurred and is continuing or (2) the Indenture Trustee fails to deliver the Payment Date Statement to Freddie Mac by written notice delivered to the Indenture Trustee and to the Trust.

If at any time:

(i) the Indenture Trustee ceases to be eligible and fails to resign after written request by the Trust or by any Holder; or

(ii) the Indenture Trustee becomes incapable of acting or is adjudged as bankrupt or insolvent or a receiver or liquidator of the Indenture Trustee or of its property is appointed or any public officer takes charge or control of the Indenture Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case (A) the Trust, by written order or request of the Trust, may remove the Indenture Trustee, (B) any Holder may, on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Indenture Trustee and the appointment of a successor Indenture Trustee, or (C) Freddie Mac may remove the Indenture Trustee.

If the Indenture Trustee resigns, is removed or becomes incapable of acting for any reason, the Trust, by written order or request, will promptly appoint a successor Indenture Trustee. If the Trust fails to appoint a successor indenture trustee within 60 days after such resignation, removal or incapability, a successor indenture trustee may be appointed by a majority of the aggregate outstanding Class Principal Balance of each Class of Exchangeable Notes (without giving effect to exchanges) by written notice delivered to the Trust and the retiring Indenture Trustee. If no successor indenture trustee is so appointed by the Trust or such Holders and has accepted appointment in the manner set forth in the Indenture, any Holder may, on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor indenture trustee.

#### ***Resignation and Removal of the Custodian; Appointment of Successor***

The Custodian will be deemed removed or replaced, as applicable, upon the effective resignation or removal of the Indenture Trustee in accordance with the terms of the Indenture (if the Indenture Trustee and Custodian are the same entity) and the replacement successor indenture trustee will also be designated and appointed as the successor custodian or will appoint a successor custodian and such designation and appointment will be deemed accepted upon the effective appointment of such successor custodian. In addition, the Custodian may resign or be removed, as applicable, in accordance with the terms of the Indenture and the Account Control Agreement and a successor custodian designation and appointment will be deemed accepted upon the effective appointment of such successor custodian.

#### **Investment Manager**

BlackRock will act as the Investment Manager. BlackRock provides investment management services to institutional clients such as funds, corporations, public entities, foundations, endowments and other institutions (and occasionally individuals). BlackRock is a wholly-owned subsidiary of BlackRock, Inc. As of September 30, 2019, BlackRock, Inc. had approximately \$6.96 trillion in assets under management. BlackRock is a registered investment adviser pursuant to the Investment Advisers Act of 1940.

#### **Owner Trustee**

Wilmington Trust, National Association will act as the Owner Trustee. Wilmington Trust, National Association (formerly called M & T Bank, National Association) — also referred to herein as the “owner trustee” — is a national banking association with trust powers incorporated in 1995. The issuing entity owner trustee’s principal place of business is located at 1100 North Market Street, Wilmington, Delaware 19890. Wilmington Trust, National Association is an affiliate of Wilmington Trust Company and both Wilmington Trust, National Association and Wilmington Trust Company are subsidiaries of Wilmington Trust Corporation.

Since 1998, Wilmington Trust Company has served as owner trustee in numerous asset-backed securities transactions involving residential mortgages.

On May 16, 2011, after receiving all required shareholder and regulatory approvals, Wilmington Trust Corporation, the parent of Wilmington Trust, National Association, through a merger, became a wholly-owned subsidiary of M&T Bank Corporation, a New York corporation.

Wilmington Trust, National Association is subject to various legal proceedings that arise from time to time in the ordinary course of business. Wilmington Trust, National Association does not believe that the ultimate resolution of any of these proceedings will have a materially adverse effect on its services as owner trustee.

Other than the above three paragraphs, Wilmington Trust, National Association has not participated in the preparation of, and is not responsible for, any other information contained in this Memorandum.

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

#### **Exchange Administrator**

U.S. Bank will act as the Exchange Administrator. The Exchange Administrator will perform certain administrative functions with respect to exchanging Exchangeable Notes for MAC Notes and vice versa, as described in “*MAC Notes — Exchange Procedures*”.

The Exchange Administrator will, among other duties set forth in the Indenture, administer all exchanges of Exchangeable Notes for MAC Notes and vice versa, which will include receiving notices of requests for such exchanges from Noteholders, accepting the Notes to be exchanged, and giving notice to the Indenture Trustee of all such exchanges. The Indenture Trustee will make all subsequent payments in accordance with such notice, unless notified of a subsequent exchange by the Exchange Administrator.

The Exchange Administrator may resign immediately at any time by giving written notice thereof to us and the Noteholders; provided, however, that in the event of U.S. Bank’s resignation or removal as Indenture Trustee pursuant to the Indenture such notice will not be required and such resignation or removal will occur at the same time as the resignation or removal of U.S. Bank as Indenture Trustee. We may terminate the Exchange Administrator at any time upon 30 days’ written notice. No resignation or removal of the Exchange Administrator and no appointment of a successor exchange administrator will become effective until the acceptance of appointment by a successor exchange administrator.

## HISTORICAL INFORMATION

Loan-level credit performance data on a portion of fully amortizing, fixed-rate, single-family mortgage loans, that we purchased or included in securities that we guaranteed between January 1, 1999 and September 30, 2018 are available online at [http://www.freddiemac.com/research/datasets/sf\\_loanlevel\\_dataset.html](http://www.freddiemac.com/research/datasets/sf_loanlevel_dataset.html). The Single Family Loan-Level Dataset provides actual loss data and monthly loan performance data, including credit performance information up to and including property disposition, through March 31, 2019. Specific credit performance information in the dataset includes voluntary prepayments and loans that were foreclosure alternatives and REOs. Specific actual loss data in the dataset includes net sales proceeds, mortgage insurance recoveries, non-mortgage insurance recoveries, expenses, current deferred UPB, and due date of last paid installment. Access to this web address is unrestricted and free of charge. The various mortgage loans for which performance information is shown at the above internet address had initial characteristics that differed, and may have differed in ways that were material to the performance of those mortgage loans. These differing characteristics include, among others, product type, credit quality, geographic concentration, average principal balance, weighted average interest rate, weighted average LTV ratio and weighted average term to maturity. None of us, the Initial Purchasers, the Indenture Trustee or the Exchange Administrator make any representation, and you should not assume, that the performance information shown at the above internet address is in any way indicative of the performance of the Reference Obligations.

The Single Family Loan-Level Dataset available on our website relating to any of our mortgage loans is deemed not to be part of this Memorandum. Various factors may affect the prepayment, delinquency and loss performance of the mortgage loans over time.

The Reference Obligations may not perform in the same manner as the mortgage loans in the Single Family Loan-Level Dataset as a result of the various credit and servicing standards we have implemented over time. Due to adverse market and economic conditions, and based in part on our reviews of the underwriting quality for loans originated in 2005 through 2008, we implemented several credit changes since 2008. These credit changes are defined by specified criteria such as LTV ratio, Credit Score and DTI. We cannot predict how these credit changes will affect the performance of the Reference Obligations compared to the performance of prior vintages of mortgage loans. See also *“Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool — Underwriting Standards Used by Many of Our Sellers May be Less Stringent than Required by Our Guide”* and *“— Servicers May Not Follow the Requirements of Our Guide or TOBs, and Servicing Standards May Change Periodically”*.

## PREPAYMENT AND YIELD CONSIDERATIONS

### Credit Events and Modification Events

The number and timing of Credit Events and Modification Events with respect to the Reference Obligations in each Reference Pool and the actual losses realized with respect thereto will affect the yield on the Corresponding Class of Notes. Credit Events and Modification Events can be caused by, but not limited to, mortgagor mismanagement of credit and unforeseen events. The rate of delinquencies on refinanced mortgage loans may be higher than for other types of mortgage loans. Furthermore, the rate and timing of Credit Events and Modification Events and the actual losses realized with respect thereto on the Reference Obligations will be affected by the general economic condition of the region of the country in which the related mortgaged properties are located. The risk of Credit Events and Modification Events is greater and prepayments are less likely in regions where a weak or deteriorating economy exists, as may be evidenced by, among other factors, increasing unemployment or falling property values. The yield on any Class of Notes and the rate and timing of Credit Events and Modification Events with respect to the Corresponding Reference Obligations may also be affected by servicing decisions by the applicable servicer, including decisions relating to charge off or modification of a Reference Obligation.

### Prepayment Considerations and Risks

The rate of principal payments on any Class of Notes and the yield to maturity (or to early redemption) of such Notes purchased at a price other than par are directly related to the rate and timing of payments of principal



on the Corresponding Reference Obligations. The principal payments on the Reference Obligations may be in the form of scheduled principal or unscheduled principal. Any unscheduled principal payments on the Reference Obligations with respect to a Reference Pool may result in the acceleration of principal payments to the Holders of the Corresponding Class of Notes that would otherwise be distributed over the remaining term of such Reference Obligations.

The rate at which mortgage loans in general prepay may be influenced by a number of factors, including general economic conditions, mortgage market interest rates, availability of mortgage funds, the value of the mortgaged property and the mortgagor's net equity therein, solicitations, servicer decisions and homeowner mobility.

- In general, if prevailing mortgage interest rates fall significantly below the mortgage rates on the Reference Obligations, the Reference Obligations are likely to prepay at higher rates than if prevailing mortgage interest rates remain at or above the mortgage rates on the Reference Obligations.
- Conversely, if prevailing mortgage interest rates rise above the mortgage rates on the Reference Obligations, the rate of prepayment would be expected to decrease.

The timing of changes in the rate of prepayments may significantly affect your actual yield to maturity, even if the average rate of principal prepayments is consistent with your expectations. In general, the earlier the payment of principal of the Reference Obligations with respect to a Reference Pool the greater the effect on the yield to maturity of the Corresponding Class of Notes. As a result, the effect on your yield due to principal prepayments occurring at a rate higher (or lower) than the rate you anticipate during the period immediately following the issuance of the Notes may not be offset by a subsequent like reduction (or increase) in the rate of principal prepayments. You should also consider the risk, in the case of a Note purchased at a discount, that a slower than anticipated rate of payments in respect of principal (including prepayments) on the Corresponding Reference Obligations will have a negative effect on the yield to maturity of such Note. You should also consider the risk, in the case of a Note purchased at a premium, that a faster than anticipated rate of payments in respect of principal (including prepayments) on the Corresponding Reference Obligations will have a negative effect on the yield to maturity of such Note. You must make decisions as to the appropriate prepayment assumptions to be used in deciding whether to purchase Notes.

In addition, we may purchase or otherwise acquire some or all of any Class of Notes at any price or prices, in the open market or otherwise. Pursuant to the Indenture, we have the right to cause any Notes we acquire to be retired by the Trust. The timing and frequency of any retirement of Notes by the Trust could affect the liquidity of the Notes that remain outstanding after such retirement by reducing the availability of such Notes in the secondary market; any such change in the liquidity of such Notes could adversely affect prices for such Notes. See *"The Agreements — The Indenture — Optional Retirement of Notes Owned by Freddie Mac"*.

A mortgagor may make a full or partial prepayment on a mortgage loan at any time without paying a penalty. A mortgagor may fully prepay a mortgage loan for several reasons, including an early payoff, a sale of the related mortgaged property or a refinancing of the mortgage loan. A mortgagor who makes a partial prepayment of principal may request that the monthly principal and interest installments be recalculated, provided that the monthly payments are current. Any recalculation of payments must be documented by a modification agreement. The recalculated payments cannot result in an extended maturity date or a change in the interest rate. The rate of payment of principal may also be affected by any removal of some or all of the Reference Obligations from a Corresponding Reference Pool as required by the Indenture. See *"Summary — Reference Pool"*. We may also remove Reference Obligations from a Corresponding Reference Pool because they do not satisfy the applicable Eligibility Criteria. Any such removals will shorten the Weighted Average Lives of the Corresponding Class of Notes.

The Reference Obligations will typically include "due-on-sale" clauses which allow the holder of such Reference Obligation to demand payment in full of the remaining principal balance upon sale or certain transfers of the property securing such Reference Obligation.

Acceleration of Reference Obligations as a result of enforcement of “due-on-sale” provisions in connection with transfers of the related mortgaged properties or the occurrence of certain other events resulting in acceleration would affect the level of prepayments on the Reference Obligations, which in turn would affect the Weighted Average Lives of the Corresponding Classes of Notes.

In recent years, modifications and other default resolution procedures other than foreclosure, such as deeds in lieu of foreclosure and short sales, have become more common and those servicing decisions, rather than foreclosure, may affect the rate of principal prepayments on the Reference Obligations.

You should understand that the timing of changes in One-Month LIBOR may affect the actual yields on the Notes even if the average rate of One-Month LIBOR is consistent with your expectations. You must make an independent decision as to the appropriate One-Month LIBOR assumptions to be used in deciding whether to purchase a Note.

## **MAC Notes**

The payment characteristics and experiences of the MAC Notes reflect the payment characteristics of the Exchangeable Notes that may be exchanged for such MAC Notes. Accordingly, investors in the MAC Notes should consider the prepayment and yield considerations described herein of the Exchangeable Notes as if they were investing directly in such Exchangeable Notes.

## **Assumptions Relating to Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Tables, Cumulative Note Write-down Amount Tables and Yield Tables**

The tables on the following pages have been prepared on the basis of the following Modeling Assumptions with respect to each Reference Pool:

(a) The Corresponding Reference Obligations consist of the assumed mortgage loans having the characteristics shown in Annex 1-A, Annex 1-B, Annex 1-C and Annex 1-D with respect to Reference Pool A, Reference Pool B, Reference Pool C and Reference Pool D, respectively;

(b) the original Class Principal Balances for the Exchangeable Notes are as shown in Table 1, the maximum Class Principal Balance for the MAC Notes is as shown in Table 1 and the Class Coupons for each of the Classes of Notes and Reference Tranches, as applicable, are as shown in Table 1;

(c) the scheduled monthly payment for each Reference Obligation is based on its outstanding principal balance, per annum interest rate and remaining term to maturity so that it will fully amortize in amounts sufficient for the repayment thereof over its remaining term to maturity;

(d) (i) other than with respect to the Declining Balances Tables, the Reference Obligations experience Credit Events at the indicated CER percentages, there is no lag between the related Credit Event Amounts and the application of any related Recovery Principal, the Preliminary Principal Loss Amount is equal to 25% of the Credit Event Amount; and (ii) with respect to the Declining Balances Tables, the Reference Obligations do not experience any Credit Events;

(e) the Delinquency Test is satisfied for each Payment Date;

(f) each monthly payment of scheduled principal and interest on the Reference Obligations is timely received on the last day of each month beginning in November 2019;

(g) principal prepayments in full on the Reference Obligations are received, together with 30 days' interest thereon, on the last day of each month beginning in November 2019;

(h) there are no partial principal prepayments on the Reference Obligations;

(i) the Reference Obligations prepay at the indicated CPR percentages;

(j) no Reference Obligations are purchased or removed from, or reinstated to, the Corresponding Reference Pool and no mortgage loans are substituted for the Reference Obligations included in the Corresponding Reference Pool on the Closing Date;

(k) (i) with respect to the Declining Balances Tables and the Credit Event Sensitivity Tables, the Reference Obligations do not experience Modification Events; and (ii) with respect to the Weighted Average Life Tables, the Cumulative Note Write-down Amount Tables and the Yield Tables that have RM percentages greater than zero: (x) all Modification Events are effective as of the first day of the first month corresponding to the Reporting Period for all principal collections, other than full prepayments, for the first Payment Date and continue through the Scheduled Maturity Date; (y) RM are applied to all Reference Obligations at the indicated RM percentages; and (z) Modification Loss Amounts for the Payment Date in January 2020 will be the sum of (I) the Modification Loss Amounts calculated as of November 1, 2019 based on the UPB of the Reference Obligations as of the Cut-off Date and (II) the Modification Loss Amounts calculated as of December 1, 2019 based on the UPB of the Reference Obligations as of November 1, 2019;

(l) there are no data corrections in connection with the Reference Obligations;

(m) there is no redemption (except as specified in the tables occurring on the earlier of: (i) the Payment Date occurring in December 2029 and (ii) the Payment Date in which the aggregate UPB of the Reference Obligations is less than or equal to 10% of the Cut-off Date Balance of the Corresponding Reference Pool);

(n) there are no Reversed Credit Event Reference Obligations, Modification Gain Amounts or Origination Rep and Warranty/Servicing Breach Settlement Amounts;

(o) the Projected Recovery Amount is equal to zero;

(p) the Exchangeable Notes are issued on December 17, 2019;

(q) cash payments on the Notes are received on the 25<sup>th</sup> day of each month beginning in January 2020 as described under “*Description of The Notes*”;

(r) One-Month LIBOR is assumed to remain constant at 1.73563% per annum; and

(s) each Class of Notes is outstanding from the Closing Date to retirement, no exchanges occur and Freddie Mac does not exercise its option to cause any Notes it owns to be retired by the Trust.

Although the characteristics of the Reference Obligations for the Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Tables, Cumulative Note Write-down Amount Tables and Yield Tables have been prepared on the basis of the weighted average characteristics of the mortgage loans which are expected to be in the Corresponding Reference Pool, there is no assurance that the Modeling Assumptions will reflect the actual characteristics or performance of the Reference Obligations or that the performance of the Corresponding Class of Notes will conform to the results set forth in the tables.

### **Weighted Average Lives of the Notes**

The Weighted Average Lives of a Class of Notes will be influenced by, among other things, the rate at which principal of the Corresponding Reference Obligations is actually paid by the related mortgagors, the timing of changes in such rate of principal payments and the timing and rate of allocation of related Tranche Write-down Amounts and Tranche Write-up Amounts to such Notes. The interaction of the foregoing factors may have different effects on each Class of Notes and the effects on any such Class may vary at different times during the life of such Class. Accordingly, no assurance can be given as to the Weighted Average Life of any Class of Notes. For an example of how the Weighted Average Lives of the Notes are affected by the foregoing factors at various rates of prepayment and Credit Events, see the Weighted Average Life Tables and Declining Balances Tables set forth below.

Prepayments on mortgage loans are commonly measured relative to a constant prepayment standard or model. The model used in this Memorandum for the Reference Obligations is a CPR. CPR assumes that the outstanding principal balance of a pool of mortgage loans prepays at a specified constant annual rate. In projecting monthly cashflows, this rate is converted to an equivalent monthly rate.

CPR does not purport to be either a historical description of the prepayment experience of mortgage loans or a prediction of the anticipated rate of prepayment of any mortgage loans, including the Reference Obligations.

The percentages of CPR in the tables below do not purport to be historical correlations of relative prepayment experience of the Reference Obligations or predictions of the anticipated relative rate of prepayment of the Reference Obligations. Variations in the prepayment experience and the principal balance of the Reference Obligations that prepay may increase or decrease the percentages of original Class Principal Balances (and Weighted Average Lives) shown in the Declining Balances Tables below and may affect the Weighted Average Lives shown in the Weighted Average Life Tables below. Such variations may occur even if the average prepayment experience of all such Reference Obligations equals any of the specified percentages of CPR.

It is highly unlikely that the Reference Obligations will have the precise characteristics referred to in this Memorandum or that they will prepay or experience Credit Events or Modification Events at any of the rates specified or times assumed, as applicable, or that Credit Events or Modification Events will be incurred according to one particular pattern. The Weighted Average Life Tables, Credit Event Sensitivity Tables, Cumulative Note Write-down Amount Tables and Yield Tables below assume a constant rate of Reference Obligations becoming Credit Event Reference Obligations each month relative to the then-outstanding aggregate principal balance of the Reference Obligations. This assumed Credit Event Rate (or “CER”) does not purport to be either a historical description of the default experience of the Reference Obligations or a prediction of the anticipated rate of defaults on the Reference Obligations. The rate and extent of actual defaults experienced on the Reference Obligations are likely to differ from those assumed and may differ significantly. A Credit Event Rate of 1% assumes Reference Obligations become Credit Event Reference Obligations at an annual rate of 1% which remains constant through the remaining lives of such Reference Obligations. Further, it is unlikely the Reference Obligations will become Credit Event Reference Obligations at any specified Credit Event Rate.

The Weighted Average Life Tables, the Cumulative Note Write-down Amount Tables and the Yield Tables with interest RM percentages greater than 0% have been prepared on the basis of the Modeling Assumptions described above under “— *Assumptions Relating to Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Tables, Cumulative Note Write-down Amount Tables and Yield Tables*”. These RM percentages do not purport to be either a historical description of the default, modification or cure experience of the Reference Obligations or a prediction of the anticipated rate of defaults, modifications or cures of the Reference Obligations. The rate and extent of actual modifications experienced on the Reference Obligations are likely to differ from those assumed and may differ significantly. A Modification Event with a RM percentage of 2% assumes the gross coupon of the Reference Obligations is reduced by 2% and such Modification Event remains in effect through the remaining lives of such Reference Obligations. Further, it is unlikely the Reference Obligations will experience Modification Events at any specified percentage.

The Weighted Average Life Tables and the Declining Balances Tables have been prepared on the basis of the Modeling Assumptions described above under “— *Assumptions Relating to Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Tables, Cumulative Note Write-down Amount Tables and Yield Tables*”. There will likely be discrepancies between the characteristics of the actual mortgage loans included in each Reference Pool and the characteristics of the hypothetical mortgage loans assumed in preparing the Weighted Average Life Tables and the Declining Balances Tables. Any such discrepancy may have an adverse effect upon the percentages of original Class Principal Balances outstanding set forth in the Declining Balances Tables (and the Weighted Average Lives of the Notes set forth in the Weighted Average Life Tables and the Declining Balances Tables). In addition, to the extent that the mortgage loans that actually are included in a Reference Pool have characteristics that differ from those assumed in preparing the following Declining Balances Tables, the Class Principal Balance of a Class of Notes could be reduced to zero earlier or later than indicated by the applicable Declining Balances Table.

Furthermore, the information contained in the Weighted Average Life Tables and the Declining Balances Tables with respect to the Weighted Average Life of any Note is not necessarily indicative of the Weighted Average Life of that Class of Notes that might be calculated or projected under different or varying prepayment assumptions.

It is not likely that all of the Reference Obligations will have the interest rates or remaining terms to maturity assumed or that the Reference Obligations will prepay at the indicated CPR percentages or experience Credit Events at the indicated CER percentages. In addition, the diverse remaining terms to maturity of the Reference Obligations could produce slower or faster reductions of the Class Principal Balances than indicated in the Declining Balances Tables at the various CPR percentages specified.

### Weighted Average Life Tables

Based upon the Modeling Assumptions, the following Weighted Average Life Tables indicate the projected Weighted Average Lives in years of each Class of Notes shown at various CPR percentages, CER percentages and RM percentages.

		Class B-2 Weighted Average Life (years)											
CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	25.49	22.03	16.93	12.76	7.94	5.49	10.02	10.02	10.02	9.99	6.98	4.81
0.25%	0.00%	6.75	9.91	13.34	12.50	9.02	6.51	6.49	7.23	7.84	8.35	6.77	4.90
0.50%	0.00%	3.17	3.55	4.18	6.16	7.37	5.89	3.17	3.55	4.18	5.15	5.27	4.29
1.00%	0.00%	1.54	1.61	1.71	1.84	2.29	4.57	1.54	1.61	1.71	1.84	2.29	2.80
1.50%	0.00%	1.01	1.04	1.08	1.12	1.24	1.47	1.01	1.04	1.08	1.12	1.24	1.47
2.50%	0.00%	0.59	0.60	0.61	0.63	0.66	0.70	0.59	0.60	0.61	0.63	0.66	0.70
3.00%	0.00%	0.49	0.49	0.50	0.51	0.53	0.56	0.49	0.49	0.50	0.51	0.53	0.56
5.00%	0.00%	0.28	0.28	0.29	0.29	0.30	0.30	0.28	0.28	0.29	0.29	0.30	0.30
0.00%	0.01%	25.49	22.03	16.93	12.76	7.94	5.49	10.02	10.02	10.02	9.99	6.98	4.81
0.50%	0.03%	2.98	3.35	3.96	5.75	7.23	5.81	2.98	3.35	3.96	4.96	5.15	4.21
1.00%	0.10%	1.17	1.22	1.27	1.34	1.55	2.24	1.17	1.22	1.27	1.34	1.55	2.07

		Class B-2A Weighted Average Life (years)											
CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	24.91	21.54	16.63	12.58	7.87	5.44	10.02	10.02	10.02	9.98	6.91	4.77
0.25%	0.00%	7.22	11.15	13.63	12.46	8.89	6.41	6.75	7.44	8.00	8.47	6.78	4.89
0.50%	0.00%	3.36	3.80	4.57	7.25	7.45	5.85	3.36	3.80	4.56	5.50	5.39	4.30
1.00%	0.00%	1.62	1.71	1.82	1.97	2.55	5.02	1.62	1.71	1.82	1.97	2.55	2.95
1.50%	0.00%	1.06	1.10	1.14	1.19	1.34	1.62	1.06	1.10	1.14	1.19	1.34	1.62
2.50%	0.00%	0.62	0.63	0.65	0.66	0.70	0.75	0.62	0.63	0.65	0.66	0.70	0.75
3.00%	0.00%	0.51	0.52	0.53	0.54	0.56	0.60	0.51	0.52	0.53	0.54	0.56	0.60
5.00%	0.00%	0.30	0.30	0.30	0.31	0.31	0.32	0.30	0.30	0.30	0.31	0.31	0.32
0.00%	0.01%	24.91	21.54	16.63	12.58	7.86	5.44	10.02	10.02	10.02	9.98	6.91	4.77
0.50%	0.03%	3.17	3.61	4.35	6.91	7.32	5.79	3.17	3.61	4.35	5.33	5.29	4.23
1.00%	0.10%	1.24	1.29	1.36	1.44	1.70	3.31	1.24	1.29	1.36	1.44	1.70	2.33

		Class B-2B Weighted Average Life (years)											
CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	25.09	21.53	16.48	12.42	7.75	5.36	10.02	10.02	10.02	9.96	6.87	4.74
0.25%	0.00%	6.90	10.40	13.35	12.34	8.85	6.38	6.58	7.30	7.90	8.39	6.76	4.87
0.50%	0.00%	3.22	3.62	4.28	6.59	7.32	5.80	3.22	3.62	4.28	5.26	5.30	4.26
1.00%	0.00%	1.56	1.64	1.74	1.87	2.35	4.69	1.56	1.64	1.74	1.87	2.35	2.85
1.50%	0.00%	1.02	1.05	1.09	1.14	1.27	1.51	1.02	1.05	1.09	1.14	1.27	1.51
2.50%	0.00%	0.60	0.61	0.62	0.64	0.67	0.72	0.60	0.61	0.62	0.64	0.67	0.72
3.00%	0.00%	0.49	0.50	0.51	0.52	0.54	0.57	0.49	0.50	0.51	0.52	0.54	0.57
5.00%	0.00%	0.29	0.29	0.29	0.29	0.30	0.31	0.29	0.29	0.29	0.29	0.30	0.31
0.00%	0.01%	25.09	21.52	16.48	12.42	7.75	5.36	10.02	10.02	10.02	9.96	6.87	4.74
0.50%	0.03%	3.03	3.42	4.07	6.19	7.19	5.73	3.03	3.42	4.07	5.08	5.19	4.19
1.00%	0.10%	1.19	1.24	1.29	1.37	1.59	2.27	1.19	1.24	1.29	1.37	1.59	2.15



**Class B-2C**  
**Weighted Average Life (years)**

CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	25.53	21.97	16.82	12.65	7.87	5.44	10.02	10.02	10.02	9.99	6.98	4.78
0.25%	0.00%	6.65	9.68	13.23	12.42	8.96	6.47	6.44	7.19	7.81	8.32	6.77	4.90
0.50%	0.00%	3.13	3.49	4.09	5.95	7.31	5.85	3.13	3.49	4.09	5.07	5.23	4.30
1.00%	0.00%	1.51	1.59	1.68	1.80	2.23	4.45	1.51	1.59	1.68	1.80	2.23	2.77
1.50%	0.00%	0.99	1.02	1.06	1.10	1.22	1.43	0.99	1.02	1.06	1.10	1.22	1.43
2.50%	0.00%	0.58	0.59	0.60	0.62	0.65	0.69	0.58	0.59	0.60	0.62	0.65	0.69
3.00%	0.00%	0.48	0.49	0.49	0.50	0.52	0.55	0.48	0.49	0.49	0.50	0.52	0.55
5.00%	0.00%	0.28	0.28	0.28	0.29	0.29	0.30	0.28	0.28	0.28	0.29	0.29	0.30
0.00%	0.01%	25.52	21.97	16.81	12.65	7.87	5.43	10.02	10.02	10.02	9.99	6.98	4.78
0.50%	0.03%	2.94	3.29	3.88	5.47	7.17	5.77	2.94	3.29	3.88	4.88	5.11	4.22
1.00%	0.10%	1.15	1.20	1.25	1.32	1.52	2.03	1.15	1.20	1.25	1.32	1.52	2.01

**Class B-2D**  
**Weighted Average Life (years)**

CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	26.21	22.96	17.77	13.39	8.32	5.73	10.02	10.02	10.02	10.02	7.16	4.95
0.25%	0.00%	6.49	9.03	13.32	12.82	9.36	6.78	6.34	7.11	7.74	8.27	6.78	4.95
0.50%	0.00%	3.07	3.42	3.98	5.41	7.48	6.06	3.07	3.42	3.98	4.95	5.22	4.28
1.00%	0.00%	1.49	1.56	1.65	1.77	2.17	4.37	1.49	1.56	1.65	1.77	2.17	2.72
1.50%	0.00%	0.98	1.01	1.04	1.09	1.20	1.40	0.98	1.01	1.04	1.09	1.20	1.40
2.50%	0.00%	0.57	0.58	0.59	0.61	0.64	0.68	0.57	0.58	0.59	0.61	0.64	0.68
3.00%	0.00%	0.47	0.48	0.49	0.49	0.51	0.54	0.47	0.48	0.49	0.49	0.51	0.54
5.00%	0.00%	0.27	0.28	0.28	0.28	0.29	0.29	0.27	0.28	0.28	0.28	0.29	0.29
0.00%	0.01%	26.21	22.96	17.77	13.39	8.32	5.73	10.02	10.02	10.02	10.02	7.16	4.95
0.50%	0.03%	2.88	3.22	3.76	5.03	7.33	5.98	2.88	3.22	3.76	4.76	5.10	4.20
1.00%	0.10%	1.13	1.18	1.23	1.29	1.48	1.93	1.13	1.18	1.23	1.29	1.48	1.93

### ***Declining Balances Tables***

Based upon the Modeling Assumptions, the following Declining Balances Tables indicate the projected Weighted Average Lives of each Class of Notes and sets forth the percentages of the original Class Principal Balance of each Class that would be outstanding after each of the dates shown at various CPR percentages.

#### **Percentages of Original Balances Outstanding\* and Weighted Average Lives**

<b>Date</b>	<b>Class B-2</b>					
	<b>CPR Prepayment Assumption</b>					
	<b>0%</b>	<b>5%</b>	<b>10%</b>	<b>15%</b>	<b>25%</b>	<b>35%</b>
Closing Date . . . . .	100	100	100	100	100	100
December 25, 2020 . . . . .	100	100	100	100	100	100
December 25, 2021 . . . . .	100	100	100	100	100	100
December 25, 2022 . . . . .	100	100	100	100	100	100
December 25, 2023 . . . . .	100	100	100	100	100	96
December 25, 2024 . . . . .	100	100	100	100	100	56
December 25, 2025 . . . . .	100	100	100	100	92	29
December 25, 2026 . . . . .	100	100	100	100	63	12
December 25, 2027 . . . . .	100	100	100	100	41	1
December 25, 2028 . . . . .	100	100	100	100	25	0
December 25, 2029 . . . . .	100	100	100	89	13	0
December 25, 2030 . . . . .	100	100	100	70	4	0
December 25, 2031 . . . . .	100	100	100	54	0	0
December 25, 2032 . . . . .	100	100	98	40	0	0
December 25, 2033 . . . . .	100	100	86	29	0	0
December 25, 2034 . . . . .	100	100	70	19	0	0
December 25, 2035 . . . . .	100	100	56	12	0	0
December 25, 2036 . . . . .	100	100	44	5	0	0
December 25, 2037 . . . . .	100	100	33	1	0	0
December 25, 2038 . . . . .	100	94	24	0	0	0
December 25, 2039 . . . . .	100	81	15	0	0	0
December 25, 2040 . . . . .	100	64	8	0	0	0
December 25, 2041 . . . . .	100	48	2	0	0	0
December 25, 2042 . . . . .	100	34	0	0	0	0
December 25, 2043 . . . . .	95	20	0	0	0	0
December 25, 2044 . . . . .	69	6	0	0	0	0
December 25, 2045 . . . . .	27	0	0	0	0	0
December 25, 2046 . . . . .	2	0	0	0	0	0
December 25, 2047 . . . . .	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date . . . . .	25.49	22.03	16.93	12.76	7.94	5.49
Weighted Average Life (years) to Class Redemption Date** . . . . .	10.02	10.02	10.02	9.99	6.98	4.81

\* Rounded to the nearest whole percentage.

\*\* Based on the assumption that the Class Redemption Date with respect to each Exchangeable Class occurs on the first eligible Payment Date for the Corresponding Reference Pool.

Date	Class B-2A					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	25%	35%
Closing Date . . . . .	100	100	100	100	100	100
December 25, 2020 . . . . .	100	100	100	100	100	100
December 25, 2021 . . . . .	100	100	100	100	100	100
December 25, 2022 . . . . .	100	100	100	100	100	100
December 25, 2023 . . . . .	100	100	100	100	100	95
December 25, 2024 . . . . .	100	100	100	100	100	54
December 25, 2025 . . . . .	100	100	100	100	90	28
December 25, 2026 . . . . .	100	100	100	100	61	11
December 25, 2027 . . . . .	100	100	100	100	39	1
December 25, 2028 . . . . .	100	100	100	100	24	0
December 25, 2029 . . . . .	100	100	100	86	12	0
December 25, 2030 . . . . .	100	100	100	67	4	0
December 25, 2031 . . . . .	100	100	100	51	0	0
December 25, 2032 . . . . .	100	100	98	38	0	0
December 25, 2033 . . . . .	100	100	81	27	0	0
December 25, 2034 . . . . .	100	100	65	18	0	0
December 25, 2035 . . . . .	100	100	52	11	0	0
December 25, 2036 . . . . .	100	100	40	5	0	0
December 25, 2037 . . . . .	100	100	30	0	0	0
December 25, 2038 . . . . .	100	89	21	0	0	0
December 25, 2039 . . . . .	100	72	13	0	0	0
December 25, 2040 . . . . .	100	56	6	0	0	0
December 25, 2041 . . . . .	100	41	1	0	0	0
December 25, 2042 . . . . .	100	26	0	0	0	0
December 25, 2043 . . . . .	85	13	0	0	0	0
December 25, 2044 . . . . .	44	0	0	0	0	0
December 25, 2045 . . . . .	2	0	0	0	0	0
December 25, 2046 and thereafter . . . . .	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date . . . . .	24.91	21.54	16.63	12.58	7.87	5.44
Weighted Average Life (years) to Class Redemption Date** . . . . .	10.02	10.02	10.02	9.98	6.91	4.77

\*\* Based on the assumption that the Class Redemption Date occurs on the first eligible Payment Date for the Corresponding Reference Pool.

Date	Class B-2B					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	25%	35%
Closing Date . . . . .	100	100	100	100	100	100
December 25, 2020 . . . . .	100	100	100	100	100	100
December 25, 2021 . . . . .	100	100	100	100	100	100
December 25, 2022 . . . . .	100	100	100	100	100	100
December 25, 2023 . . . . .	100	100	100	100	100	92
December 25, 2024 . . . . .	100	100	100	100	100	52
December 25, 2025 . . . . .	100	100	100	100	87	26
December 25, 2026 . . . . .	100	100	100	100	58	10
December 25, 2027 . . . . .	100	100	100	100	37	0
December 25, 2028 . . . . .	100	100	100	100	22	0
December 25, 2029 . . . . .	100	100	100	83	11	0
December 25, 2030 . . . . .	100	100	100	64	3	0
December 25, 2031 . . . . .	100	100	100	49	0	0
December 25, 2032 . . . . .	100	100	95	36	0	0
December 25, 2033 . . . . .	100	100	78	25	0	0
December 25, 2034 . . . . .	100	100	63	16	0	0
December 25, 2035 . . . . .	100	100	50	9	0	0
December 25, 2036 . . . . .	100	100	39	4	0	0
December 25, 2037 . . . . .	100	100	29	0	0	0
December 25, 2038 . . . . .	100	87	20	0	0	0
December 25, 2039 . . . . .	100	71	12	0	0	0
December 25, 2040 . . . . .	100	55	6	0	0	0
December 25, 2041 . . . . .	100	40	0	0	0	0
December 25, 2042 . . . . .	100	27	0	0	0	0
December 25, 2043 . . . . .	90	14	0	0	0	0
December 25, 2044 . . . . .	51	2	0	0	0	0
December 25, 2045 . . . . .	11	0	0	0	0	0
December 25, 2046 and thereafter . . . . .	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date . . . . .	25.09	21.53	16.48	12.42	7.75	5.36
Weighted Average Life (years) to Class Redemption Date** . . . . .	10.02	10.02	10.02	9.96	6.87	4.74

\*\* Based on the assumption that the Class Redemption Date occurs on the first eligible Payment Date for the Corresponding Reference Pool.

Date	Class B-2C					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	25%	35%
Closing Date . . . . .	100	100	100	100	100	100
December 25, 2020 . . . . .	100	100	100	100	100	100
December 25, 2021 . . . . .	100	100	100	100	100	100
December 25, 2022 . . . . .	100	100	100	100	100	100
December 25, 2023 . . . . .	100	100	100	100	100	97
December 25, 2024 . . . . .	100	100	100	100	100	54
December 25, 2025 . . . . .	100	100	100	100	91	28
December 25, 2026 . . . . .	100	100	100	100	61	11
December 25, 2027 . . . . .	100	100	100	100	39	0
December 25, 2028 . . . . .	100	100	100	100	23	0
December 25, 2029 . . . . .	100	100	100	88	12	0
December 25, 2030 . . . . .	100	100	100	68	3	0
December 25, 2031 . . . . .	100	100	100	52	0	0
December 25, 2032 . . . . .	100	100	100	38	0	0
December 25, 2033 . . . . .	100	100	84	27	0	0
December 25, 2034 . . . . .	100	100	68	18	0	0
December 25, 2035 . . . . .	100	100	54	11	0	0
December 25, 2036 . . . . .	100	100	42	5	0	0
December 25, 2037 . . . . .	100	100	32	0	0	0
December 25, 2038 . . . . .	100	96	23	0	0	0
December 25, 2039 . . . . .	100	79	15	0	0	0
December 25, 2040 . . . . .	100	62	8	0	0	0
December 25, 2041 . . . . .	100	47	2	0	0	0
December 25, 2042 . . . . .	100	32	0	0	0	0
December 25, 2043 . . . . .	100	19	0	0	0	0
December 25, 2044 . . . . .	69	6	0	0	0	0
December 25, 2045 . . . . .	28	0	0	0	0	0
December 25, 2046 and thereafter . . . . .	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date . . . . .	25.53	21.97	16.82	12.65	7.87	5.44
Weighted Average Life (years) to Class Redemption Date** . . . . .	10.02	10.02	10.02	9.99	6.98	4.78

\*\* Based on the assumption that the Class Redemption Date occurs on the first eligible Payment Date for the Corresponding Reference Pool.



Date	Class B-2D					
	CPR Prepayment Assumption					
	0%	5%	10%	15%	25%	35%
Closing Date	100	100	100	100	100	100
December 25, 2020	100	100	100	100	100	100
December 25, 2021	100	100	100	100	100	100
December 25, 2022	100	100	100	100	100	100
December 25, 2023	100	100	100	100	100	100
December 25, 2024	100	100	100	100	100	65
December 25, 2025	100	100	100	100	100	34
December 25, 2026	100	100	100	100	74	15
December 25, 2027	100	100	100	100	48	3
December 25, 2028	100	100	100	100	30	0
December 25, 2029	100	100	100	100	17	0
December 25, 2030	100	100	100	83	7	0
December 25, 2031	100	100	100	64	0	0
December 25, 2032	100	100	100	48	0	0
December 25, 2033	100	100	100	35	0	0
December 25, 2034	100	100	84	25	0	0
December 25, 2035	100	100	68	16	0	0
December 25, 2036	100	100	54	9	0	0
December 25, 2037	100	100	42	3	0	0
December 25, 2038	100	100	31	0	0	0
December 25, 2039	100	100	22	0	0	0
December 25, 2040	100	82	14	0	0	0
December 25, 2041	100	64	6	0	0	0
December 25, 2042	100	47	0	0	0	0
December 25, 2043	100	31	0	0	0	0
December 25, 2044	100	16	0	0	0	0
December 25, 2045	58	1	0	0	0	0
December 25, 2046	8	0	0	0	0	0
December 25, 2047	0	0	0	0	0	0
Weighted Average Life (years) to Scheduled Maturity Date	26.21	22.96	17.77	13.39	8.32	5.73
Weighted Average Life (years) to Class Redemption Date**	10.02	10.02	10.02	10.02	7.16	4.95

\*\* Based on the assumption that the Class Redemption Date occurs on the first eligible Payment Date for the Corresponding Reference Pool.

## Yield Considerations with respect to the Notes

The Weighted Average Life of, and the yield to maturity on, the Notes will be sensitive to the rate and timing of Credit Events and Modification Events with respect to the Reference Obligations (and the severity of losses realized with respect thereto). If the actual rate of Credit Events and Modification Events with respect to the Corresponding Reference Obligations (and the severity of the losses realized with respect thereto) is higher than those you assumed would occur, the actual yield to maturity of a Note may be lower than the expected yield. The timing of Credit Events and Modification Events on Reference Obligations will also affect your actual yield to maturity, even if the rate of Credit Events and Modification Events is consistent with your expectations. See “*Prepayment and Yield Considerations*”.

### Credit Event Sensitivity Tables

Based upon the Modeling Assumptions, the following Credit Event Sensitivity Tables indicate the projected cumulative Credit Event Amount divided by aggregate UPB of the Reference Obligations in the Corresponding Reference Pool as of the Cut-off Date shown at various CPR percentages and CER percentages.

#### ALL REFERENCE POOLS

##### Cumulative Credit Event Amount (as % of Reference Pool Cut-off Date Balance) to Scheduled Maturity Date

<u>CER</u>	<u>0% CPR</u>	<u>5% CPR</u>	<u>10% CPR</u>	<u>15% CPR</u>	<u>25% CPR</u>	<u>35% CPR</u>
0.00% .....	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25% .....	3.9%	2.5%	1.7%	1.3%	0.8%	0.6%
0.50% .....	7.6%	4.9%	3.4%	2.5%	1.6%	1.1%
1.00% .....	14.5%	9.5%	6.7%	5.0%	3.1%	2.2%
1.50% .....	20.9%	13.8%	9.8%	7.3%	4.7%	3.3%
2.50% .....	31.9%	21.5%	15.4%	11.7%	7.6%	5.4%
3.00% .....	36.7%	24.9%	18.0%	13.8%	9.0%	6.4%
5.00% .....	52.2%	36.7%	27.3%	21.3%	14.2%	10.3%

##### Cumulative Credit Event Amount (as % of Reference Pool Cut-off Date Balance) to Class Redemption Date

<u>CER</u>	<u>0% CPR</u>	<u>5% CPR</u>	<u>10% CPR</u>	<u>15% CPR</u>	<u>25% CPR</u>	<u>35% CPR</u>
0.00% .....	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25% .....	2.2%	1.7%	1.4%	1.1%	0.7%	0.5%
0.50% .....	4.4%	3.5%	2.8%	2.2%	1.4%	1.0%
1.00% .....	8.5%	6.8%	5.4%	4.4%	2.8%	2.0%
1.50% .....	12.5%	10.0%	8.0%	6.5%	4.2%	3.0%
2.50% .....	20.0%	16.0%	12.9%	10.6%	6.9%	4.9%
3.00% .....	23.5%	18.8%	15.3%	12.5%	8.1%	5.8%
5.00% .....	36.0%	29.1%	23.8%	19.4%	12.9%	9.3%

## REFERENCE POOL A

### Cumulative Credit Event Amount (as % of Reference Pool Cut-off Date Balance) to Scheduled Maturity Date

<u>CER</u>	<u>0% CPR</u>	<u>5% CPR</u>	<u>10% CPR</u>	<u>15% CPR</u>	<u>25% CPR</u>	<u>35% CPR</u>
0.00% .....	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25% .....	3.8%	2.5%	1.7%	1.3%	0.8%	0.6%
0.50% .....	7.4%	4.9%	3.4%	2.5%	1.6%	1.1%
1.00% .....	14.2%	9.4%	6.6%	5.0%	3.1%	2.2%
1.50% .....	20.5%	13.6%	9.7%	7.3%	4.6%	3.3%
2.50% .....	31.3%	21.2%	15.3%	11.7%	7.5%	5.4%
3.00% .....	36.1%	24.6%	17.9%	13.7%	8.9%	6.4%
5.00% .....	51.5%	36.3%	27.1%	21.2%	14.2%	10.3%

### Cumulative Credit Event Amount (as % of Reference Pool Cut-off Date Balance) to Class Redemption Date

<u>CER</u>	<u>0% CPR</u>	<u>5% CPR</u>	<u>10% CPR</u>	<u>15% CPR</u>	<u>25% CPR</u>	<u>35% CPR</u>
0.00% .....	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25% .....	2.2%	1.7%	1.4%	1.1%	0.7%	0.5%
0.50% .....	4.3%	3.4%	2.8%	2.2%	1.4%	1.0%
1.00% .....	8.5%	6.7%	5.4%	4.4%	2.8%	2.0%
1.50% .....	12.5%	9.9%	8.0%	6.5%	4.2%	3.0%
2.50% .....	19.9%	15.9%	12.9%	10.6%	6.8%	4.8%
3.00% .....	23.4%	18.8%	15.2%	12.5%	8.1%	5.8%
5.00% .....	35.9%	29.0%	23.7%	19.3%	12.9%	9.3%

## REFERENCE POOL B

### Cumulative Credit Event Amount (as % of Reference Pool Cut-off Date Balance) to Scheduled Maturity Date

<u>CER</u>	<u>0% CPR</u>	<u>5% CPR</u>	<u>10% CPR</u>	<u>15% CPR</u>	<u>25% CPR</u>	<u>35% CPR</u>
0.00% .....	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25% .....	3.8%	2.5%	1.7%	1.3%	0.8%	0.6%
0.50% .....	7.5%	4.9%	3.4%	2.5%	1.6%	1.1%
1.00% .....	14.3%	9.4%	6.6%	5.0%	3.1%	2.2%
1.50% .....	20.6%	13.6%	9.7%	7.3%	4.6%	3.3%
2.50% .....	31.5%	21.3%	15.3%	11.7%	7.5%	5.4%
3.00% .....	36.3%	24.7%	17.9%	13.7%	8.9%	6.4%
5.00% .....	51.7%	36.4%	27.2%	21.2%	14.2%	10.3%

### Cumulative Credit Event Amount (as % of Reference Pool Cut-off Date Balance) to Class Redemption Date

<u>CER</u>	<u>0% CPR</u>	<u>5% CPR</u>	<u>10% CPR</u>	<u>15% CPR</u>	<u>25% CPR</u>	<u>35% CPR</u>
0.00% .....	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25% .....	2.2%	1.7%	1.4%	1.1%	0.7%	0.5%
0.50% .....	4.3%	3.4%	2.8%	2.2%	1.4%	1.0%
1.00% .....	8.5%	6.7%	5.4%	4.4%	2.8%	2.0%
1.50% .....	12.5%	9.9%	8.0%	6.5%	4.2%	3.0%
2.50% .....	19.9%	15.9%	12.9%	10.6%	6.8%	4.8%
3.00% .....	23.4%	18.8%	15.2%	12.5%	8.1%	5.8%
5.00% .....	35.9%	29.0%	23.7%	19.3%	12.8%	9.3%

## REFERENCE POOL C

### Cumulative Credit Event Amount (as % of Reference Pool Cut-off Date Balance) to Scheduled Maturity Date

<u>CER</u>	<u>0% CPR</u>	<u>5% CPR</u>	<u>10% CPR</u>	<u>15% CPR</u>	<u>25% CPR</u>	<u>35% CPR</u>
0.00% .....	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25% .....	3.9%	2.5%	1.7%	1.3%	0.8%	0.6%
0.50% .....	7.6%	4.9%	3.4%	2.5%	1.6%	1.1%
1.00% .....	14.6%	9.5%	6.7%	5.0%	3.1%	2.2%
1.50% .....	20.9%	13.8%	9.8%	7.3%	4.7%	3.3%
2.50% .....	32.0%	21.5%	15.4%	11.7%	7.6%	5.4%
3.00% .....	36.9%	25.0%	18.1%	13.8%	9.0%	6.4%
5.00% .....	52.4%	36.7%	27.3%	21.3%	14.2%	10.3%

### Cumulative Credit Event Amount (as % of Reference Pool Cut-off Date Balance) to Class Redemption Date

<u>CER</u>	<u>0% CPR</u>	<u>5% CPR</u>	<u>10% CPR</u>	<u>15% CPR</u>	<u>25% CPR</u>	<u>35% CPR</u>
0.00% .....	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25% .....	2.2%	1.7%	1.4%	1.1%	0.7%	0.5%
0.50% .....	4.4%	3.5%	2.8%	2.2%	1.4%	1.0%
1.00% .....	8.5%	6.8%	5.4%	4.4%	2.9%	2.0%
1.50% .....	12.5%	10.0%	8.0%	6.5%	4.2%	3.0%
2.50% .....	20.0%	16.0%	12.9%	10.6%	6.9%	4.9%
3.00% .....	23.5%	18.8%	15.3%	12.5%	8.1%	5.8%
5.00% .....	36.1%	29.2%	23.8%	19.4%	12.9%	9.3%

## REFERENCE POOL D

### Cumulative Credit Event Amount (as % of Reference Pool Cut-off Date Balance) to Scheduled Maturity Date

<u>CER</u>	<u>0% CPR</u>	<u>5% CPR</u>	<u>10% CPR</u>	<u>15% CPR</u>	<u>25% CPR</u>	<u>35% CPR</u>
0.00% .....	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25% .....	4.0%	2.6%	1.8%	1.3%	0.8%	0.6%
0.50% .....	7.9%	5.0%	3.5%	2.6%	1.6%	1.1%
1.00% .....	15.1%	9.7%	6.8%	5.0%	3.2%	2.2%
1.50% .....	21.6%	14.1%	9.9%	7.4%	4.7%	3.3%
2.50% .....	32.9%	21.9%	15.7%	11.8%	7.6%	5.4%
3.00% .....	37.9%	25.4%	18.3%	13.9%	9.0%	6.4%
5.00% .....	53.6%	37.3%	27.7%	21.5%	14.3%	10.3%

### Cumulative Credit Event Amount (as % of Reference Pool Cut-off Date Balance) to Class Redemption Date

<u>CER</u>	<u>0% CPR</u>	<u>5% CPR</u>	<u>10% CPR</u>	<u>15% CPR</u>	<u>25% CPR</u>	<u>35% CPR</u>
0.00% .....	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25% .....	2.2%	1.8%	1.4%	1.1%	0.7%	0.5%
0.50% .....	4.4%	3.5%	2.8%	2.3%	1.5%	1.0%
1.00% .....	8.6%	6.8%	5.5%	4.5%	2.9%	2.0%
1.50% .....	12.6%	10.1%	8.1%	6.6%	4.2%	3.0%
2.50% .....	20.2%	16.1%	13.0%	10.7%	6.9%	4.9%
3.00% .....	23.7%	19.0%	15.4%	12.6%	8.2%	5.8%
5.00% .....	36.4%	29.4%	24.0%	19.6%	13.0%	9.3%

### Cumulative Note Write-down Amount Tables

Based upon the Modeling Assumptions, the following Cumulative Note Write-down Amount Tables indicate the projected cumulative write-down of the Class Principal Balance of a Note due to allocation of related Tranche Write-down Amounts as a percentage of the Note's original Class Principal Balance at various CPR percentages, CER percentages and RM percentages.

**Class B-2 Cumulative Write-down Amount**  
(as % of the Class B-2 Original Class Principal Balance)

CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	100.0%	94.4%	60.1%	39.7%	18.0%	7.1%	80.6%	60.2%	44.7%	32.8%	14.7%	4.7%
0.50%	0.00%	100.0%	100.0%	100.0%	95.9%	53.4%	31.8%	100.0%	100.0%	99.8%	82.7%	46.8%	27.0%
1.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	80.7%	100.0%	100.0%	100.0%	100.0%	100.0%	71.2%
1.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	100.0%	100.0%	97.4%	55.2%	33.7%	100.0%	100.0%	100.0%	84.7%	48.6%	28.9%
1.00%	0.10%	100.0%	100.0%	100.0%	100.0%	100.0%	99.1%	100.0%	100.0%	100.0%	100.0%	100.0%	93.4%

**Class B-2A Cumulative Write-down Amount**  
(as % of the Class B-2A Original Class Principal Balance)

CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	100.0%	86.3%	55.2%	36.6%	16.6%	6.5%	74.5%	55.7%	41.3%	30.4%	13.6%	4.3%
0.50%	0.00%	100.0%	100.0%	100.0%	88.7%	49.5%	29.5%	100.0%	100.0%	98.3%	76.7%	43.4%	25.0%
1.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	74.9%	100.0%	100.0%	100.0%	100.0%	100.0%	66.2%
1.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	100.0%	100.0%	90.5%	51.2%	31.3%	100.0%	100.0%	100.0%	78.5%	45.0%	26.8%
1.00%	0.10%	100.0%	100.0%	100.0%	100.0%	100.0%	93.4%	100.0%	100.0%	100.0%	100.0%	100.0%	84.3%

**Class B-2B Cumulative Write-down Amount**  
(as % of the Class B-2B Original Class Principal Balance)

CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	100.0%	91.2%	58.2%	38.5%	17.5%	6.9%	78.4%	58.6%	43.5%	32.0%	14.3%	4.5%
0.50%	0.00%	100.0%	100.0%	100.0%	93.5%	52.1%	31.1%	100.0%	100.0%	100.0%	80.7%	45.6%	26.3%
1.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	78.8%	100.0%	100.0%	100.0%	100.0%	100.0%	69.7%
1.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	100.0%	100.0%	95.4%	53.9%	32.9%	100.0%	100.0%	100.0%	82.7%	47.4%	28.2%
1.00%	0.10%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	90.6%



**Class B-2C Cumulative Write-down Amount**  
(as % of the Class B-2C Original Class Principal Balance)

CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	100.0%	96.0%	61.0%	40.3%	18.3%	7.2%	81.8%	61.1%	45.3%	33.3%	14.9%	4.8%
0.50%	0.00%	100.0%	100.0%	100.0%	97.6%	54.3%	32.3%	100.0%	100.0%	100.0%	84.0%	47.5%	27.5%
1.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	81.9%	100.0%	100.0%	100.0%	100.0%	100.0%	72.4%
1.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	100.0%	100.0%	99.5%	56.1%	34.2%	100.0%	100.0%	100.0%	86.0%	49.3%	29.5%
1.00%	0.10%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	95.5%

**Class B-2D Cumulative Write-down Amount**  
(as % of the Class B-2D Original Class Principal Balance)

CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.25%	0.00%	100.0%	100.0%	63.4%	41.7%	18.9%	7.4%	84.4%	63.0%	46.7%	34.3%	15.3%	4.9%
0.50%	0.00%	100.0%	100.0%	100.0%	100.0%	55.8%	33.1%	100.0%	100.0%	100.0%	86.4%	48.8%	28.2%
1.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	83.9%	100.0%	100.0%	100.0%	100.0%	100.0%	74.0%
1.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
2.50%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
3.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
5.00%	0.00%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
0.00%	0.01%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
0.50%	0.03%	100.0%	100.0%	100.0%	100.0%	57.6%	35.1%	100.0%	100.0%	100.0%	88.4%	50.7%	30.1%
1.00%	0.10%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	98.4%

## Yield Tables

Based upon the Modeling Assumptions and the assumed prices in the table captions, the following tables show pre-tax yields to maturity (corporate bond equivalent) of the Notes at various CPR percentages, CER percentages and RM percentages.

		Class B-2 Pre-Tax Yield (Assumed Price = 100.00000%)											
		To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%
0.25%	0.00%	(15.47)%	(3.34)%	1.97%	3.31%	4.62%	5.60%	(7.26)%	(1.83)%	0.96%	2.71%	4.50%	5.73%
0.50%	0.00%	(52.24)%	(43.36)%	(31.97)%	(8.00)%	(0.55)%	1.18%	(52.24)%	(43.36)%	(30.68)%	(9.92)%	(2.17)%	0.32%
1.00%	0.00%	*	*	*	(91.87)%	(64.99)%	(7.52)%	*	*	*	(91.87)%	(64.99)%	(17.55)%
1.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%
0.50%	0.03%	*	*	*	(12.56)%	(2.46)%	(0.53)%	*	*	*	(15.45)%	(4.82)%	(1.84)%
1.00%	0.10%	*	*	*	*	*	(23.60)%	*	*	*	*	*	(47.27)%

		Class B-2A Pre-Tax Yield (Assumed Price = 100.00000%)											
		To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%
0.25%	0.00%	(13.36)%	(1.12)%	2.41%	3.56%	4.75%	5.67%	(5.25)%	(0.91)%	1.50%	3.05%	4.66%	5.79%
0.50%	0.00%	(48.19)%	(39.17)%	(27.42)%	(4.63)%	(0.02)%	1.53%	(48.19)%	(39.17)%	(23.31)%	(7.41)%	(1.36)%	0.80%
1.00%	0.00%	*	*	(94.20)%	(85.00)%	(55.77)%	(5.92)%	*	*	(94.20)%	(85.00)%	(55.77)%	(14.68)%
1.50%	0.00%	*	*	*	*	*	(92.48)%	*	*	*	*	*	(92.48)%
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%
0.50%	0.03%	*	*	(85.36)%	(7.36)%	(1.80)%	(0.06)%	*	*	(85.36)%	(11.72)%	(3.76)%	(1.19)%
1.00%	0.10%	*	*	*	*	*	(13.37)%	*	*	*	*	*	(33.44)%

		Class B-2B Pre-Tax Yield (Assumed Price = 100.00000%)											
		To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
CER	RM	0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%
0.25%	0.00%	(14.81)%	(2.29)%	2.11%	3.37%	4.64%	5.62%	(6.51)%	(1.50)%	1.15%	2.83%	4.55%	5.75%
0.50%	0.00%	(51.11)%	(42.20)%	(30.78)%	(6.36)%	(0.44)%	1.23%	(51.11)%	(42.20)%	(30.78)%	(9.02)%	(1.91)%	0.45%
1.00%	0.00%	*	*	(98.91)%	(90.20)%	(63.28)%	(7.09)%	*	*	(98.91)%	(90.20)%	(63.28)%	(16.63)%
1.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%
0.50%	0.03%	*	*	*	(9.88)%	(2.33)%	(0.47)%	*	*	*	(14.07)%	(4.48)%	(1.66)%
1.00%	0.10%	*	*	*	*	*	*	*	*	*	*	*	(41.82)%

\* Less than (99.99)%.

**Class B-2C Pre-Tax Yield (Assumed Price = 100.00000%)**

CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%
0.25%	0.00%	(16.03)%	(3.95)%	1.87%	3.24%	4.58%	5.58%	(7.73)%	(2.03)%	0.85%	2.64%	4.46%	5.71%
0.50%	0.00%	(53.36)%	(44.56)%	(33.40)%	(8.96)%	(0.71)%	1.06%	(53.36)%	(44.56)%	(33.40)%	(10.56)%	(2.37)%	0.22%
1.00%	0.00%	*	*	*	(93.96)%	(68.55)%	(7.96)%	*	*	*	(93.96)%	(68.55)%	(18.26)%
1.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%
0.50%	0.03%	*	*	*	(17.32)%	(2.66)%	(0.68)%	*	*	*	(16.45)%	(5.08)%	(1.97)%
1.00%	0.10%	*	*	*	*	*	*	*	*	*	*	*	(52.93)%

**Class B-2D Pre-Tax Yield (Assumed Price = 100.00000%)**

CER	RM	To Scheduled Maturity Date						To Class Redemption Date					
		CPR Prepayment Assumption						CPR Prepayment Assumption					
		0%	5%	10%	15%	25%	35%	0%	5%	10%	15%	25%	35%
0.00%	0.00%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%
0.25%	0.00%	(16.92)%	(6.84)%	1.71%	3.20%	4.59%	5.59%	(8.77)%	(2.44)%	0.62%	2.49%	4.40%	5.69%
0.50%	0.00%	(54.75)%	(46.06)%	(35.10)%	(16.72)%	(0.73)%	1.11%	(54.75)%	(46.06)%	(35.10)%	(11.80)%	(2.63)%	0.05%
1.00%	0.00%	*	*	*	(96.09)%	(71.57)%	(8.26)%	*	*	*	(96.09)%	(71.57)%	(19.32)%
1.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
2.50%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
3.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
5.00%	0.00%	*	*	*	*	*	*	*	*	*	*	*	*
0.00%	0.01%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%	6.62%
0.50%	0.03%	*	*	*	(50.91)%	(2.66)%	(0.60)%	*	*	*	(18.48)%	(5.43)%	(2.21)%
1.00%	0.10%	*	*	*	*	*	*	*	*	*	*	*	(67.43)%

\* Less than (99.99)%.

You should make investment decisions based on determinations of anticipated rates of prepayments, Credit Events and Modification Events under a variety of scenarios. You should fully consider the risk that the occurrence of Credit Events and Modification Events with respect to the Reference Obligations could result in a loss of your investment.

### USE OF PROCEEDS

The Indenture Trustee will use the net proceeds from the sale of the Notes to purchase Eligible Investments. The Indenture Trustee will use the earnings on and proceeds of the Eligible Investments to make any payments of Return Amounts to us and, together with any Transfer Amounts, Return Reimbursement Amounts and Capital Contribution Amounts paid by us to the Trust, to make payments of principal and interest on the Notes.

## CERTAIN LEGAL ASPECTS OF MORTGAGE LOANS

The following discussion provides general summaries of certain legal aspects of mortgage loans which are general in nature. The summaries do not purport to be complete. They do not reflect the laws of any particular state nor the laws of all states in which the mortgaged properties may be situated. This is because these legal aspects are governed in part by the law of the state that applies to a particular mortgaged property and the laws of the states may vary substantially.

### Security Instruments

*Mortgages and Deeds of Trust.* Mortgage loans are evidenced by promissory notes or other similar evidences of the indebtedness secured by first mortgages, deeds of trust or similar security instruments (each, a “mortgage”), depending upon the prevailing practice and law in the state in which the related mortgaged property is located, on residential properties consisting of one- to four-family dwelling units, townhouses, individual condominium units, individual units in planned unit developments, individual co-operative units, manufactured homes or leaseholds. Each mortgage note and related mortgage loan are obligations of one or more mortgagors and require the related mortgagor to make monthly payments of principal and interest. In some states, a mortgage or deed of trust creates a lien upon the real property encumbered by the mortgage or deed of trust. However, in other states, the mortgage or deed of trust conveys legal title to the property, respectively, to the mortgagee or to a trustee for the benefit of the mortgagee subject to a condition subsequent (i.e., the payment of the indebtedness secured thereby). The lien created by the mortgage or deed of trust is not prior to the lien for real estate taxes and assessments and other charges imposed under governmental police powers. Priority between mortgages depends on their terms or on the terms of separate subordination or inter-creditor agreements, on the knowledge of the parties in some cases and generally on the order of recordation of the mortgages in the appropriate recording office. There are two parties to a mortgage, the mortgagor, who is homeowner, and the mortgagee, who is the lender. In the case of a land trust, there are three parties because title to the property is held by a land trustee under a land trust agreement of which the mortgagor is the beneficiary; at origination of a mortgage loan, the mortgagor executes a separate undertaking to make payments on the mortgage note. Although a deed of trust is similar to a mortgage, a deed of trust has three parties: the trustor, who is the mortgagor-homeowner; the beneficiary, who is the lender; and a third-party grantee called the trustee. Under a deed of trust, the mortgagor grants the property, irrevocably until the debt is paid, in trust, generally with a power of sale, to the trustee to secure payment of the obligation. The trustee’s authority under a deed of trust, the grantee’s authority under a deed to secure debt and the mortgagee’s authority under a mortgage are governed by the law of the state in which the real property is located, the express provisions of the deed of trust or mortgage, and, in deed of trust transactions, the directions of the beneficiary.

*Co-operative Loans.* A co-operative is owned by tenant-stockholders, who, through ownership of stock, shares or membership certificates in the corporation, receive proprietary leases or occupancy agreements which confer exclusive rights to occupy specific co-operative units. The co-operative owns the real property and the specific units and is responsible for management of the property. An ownership interest in a co-operative and the accompanying rights are financed through a co-operative share loan evidenced by a promissory note and secured by a security interest in the co-operative shares or occupancy agreement or proprietary lease.

### Foreclosure

*Foreclosing Mortgages and Deeds of Trust.* Foreclosure of a deed of trust in most states is generally most efficiently accomplished by a non-judicial trustee’s sale under a specific provision in the deed of trust which authorizes the trustee to sell the property upon any default by the mortgagor under the terms of the note or deed of trust. In addition to any notice requirements contained in a deed of trust, in some states the trustee must record a notice of default and send a copy to the trustor and to any person who has recorded a request for a copy of notice of default and notice of sale. In addition, the trustee must provide notice in some states to any other individual having an interest of record in the real property, including any junior lienholders.

In some states, the trustor has the right to reinstate the loan at any time following default until shortly before the trustee’s sale. Generally in these states, the mortgagor, or any other person having a junior encumbrance on the real estate, may, during a reinstatement period, cure the default by paying the entire amount in arrears plus

the costs and expenses incurred in enforcing the obligation. If the deed of trust is not reinstated within a specified period, a notice of sale must be posted in a public place and, in most states, published for a specific period of time in one or more newspapers in a specified manner prior to the date of trustee's sale. In addition, some state laws require that a copy of the notice of sale be posted on the property and sent to all parties having an interest of record in the real property.

Generally, the foreclosure action is initiated by the service of legal pleadings upon all parties having an interest of record in the real property. Delays in completion of the foreclosure may occasionally result from difficulties in locating necessary parties. Over the past few years, judicial foreclosure proceedings have become increasingly contested, with challenges often raised to the right of the foreclosing party to maintain the foreclosure action. The resolution of these proceedings can be time-consuming.

In the case of foreclosure under either a mortgage or a deed of trust, the sale by the referee or other designated officer or by the trustee is a public sale. The proceeds received by the referee or trustee from the sale are typically applied first to the costs, fees and expenses of the sale and then in satisfaction of the indebtedness secured by the mortgage or deed of trust under which the sale was conducted. Any remaining proceeds are generally payable to the holders of junior mortgages or deeds of trust and other liens and claims in order of their priority, whether or not the mortgagor is in default under such instruments. Any additional proceeds are generally payable to the mortgagor or trustor. The payment of the proceeds to the holders of junior mortgages may occur in the foreclosure action of the senior mortgagee or may require the institution of separate legal proceedings. It is common for the lender to purchase the property from the trustee, referee or other designated officer for a credit bid less than or equal to the unpaid principal amount of the note plus the accrued and unpaid interest and fees due under the note and the expense of foreclosure. If the credit bid is equal to, or more than, the mortgagor's obligations on the loan, the mortgagor's debt will be extinguished. However, if the lender purchases the property for an amount less than the total amount owed to the lender, it typically preserves its right against a mortgagor to seek a deficiency judgment if such a remedy is available under state law and the related loan documents, in which case the mortgagor's obligation will continue to the extent of the deficiency. Regardless of the purchase price paid by the foreclosing lender, the lender will be responsible to pay the costs, fees and expenses of the sale, which sums are generally added to the mortgagor's indebtedness. In some states, there is a statutory minimum purchase price which the lender must offer for the property and generally, state law controls the maximum amount of foreclosure costs and expenses, including attorneys' fees, which may be recovered by a lender. Thereafter, subject to the right of the mortgagor in some states to remain in possession during any redemption period, the lender will assume the burdens of ownership, including obtaining hazard insurance, paying taxes and making the repairs at its own expense as are necessary to render the property suitable for sale. Generally, the lender will obtain the services of a real estate broker or auction company and pay the broker's or auctioneer's commission in connection with the subsequent sale of the property. Depending upon market conditions, the ultimate proceeds of the sale of the property may not equal the lender's investment in the property and, as described above, in some states, the lender may be entitled to a deficiency judgment.

Foreclosure proceedings are governed in part by general equitable principles. Some of these equitable principles are designed to relieve the mortgagor from the legal effect of its defaults under the loan documents. Examples of judicial remedies that have been fashioned include judicial requirements that the lender undertake affirmative and expensive actions to determine the causes for the mortgagor's default and the likelihood that the mortgagor will be able to reinstate the loan. In some cases, courts have substituted their judgment for the lender's judgment and have required that lenders reinstate loans or recast payment schedules in order to accommodate mortgagors who are suffering from temporary financial hardship. In other cases, courts have limited the right of the lender to foreclose if the default under the mortgage instrument is not monetary, such as the mortgagor's failure to adequately maintain the property or the mortgagor's execution of a second mortgage or deed of trust affecting the property. Finally, some courts have been faced with the issue of whether or not federal or state constitutional provisions reflecting due process concerns for adequate notice require that mortgagors under deeds of trust or mortgages receive notices in addition to the statutorily-prescribed minimums for the content and timing of such notices. For the most part, these cases have upheld the notice provisions as being reasonable or have found that the sale by a trustee under a deed of trust, or under a mortgage having a power of sale, does not involve sufficient state action to afford constitutional protection to the mortgagor.



Under certain loan modification programs, to the extent a servicer is considering qualifying the related mortgagor for a loan modification after foreclosure proceedings have already been initiated, our Guide and, for mortgaged properties that are principal residences, CFPB regulations, require the servicer to halt foreclosure proceedings until it has determined whether the mortgagor has qualified for the loan modification.

In response to an unusually large number of foreclosures in recent years, a growing number of states have enacted laws that subject the holder to certain notice and/or waiting periods prior to commencing a foreclosure. In some instances, these laws require the servicer of the mortgage to consider modification of the mortgage or an alternative option prior to proceeding with foreclosure. The effect of these laws has been to delay foreclosure in particular jurisdictions.

Some mortgages or the “Assignments of Mortgage” may have been recorded in the name of MERS solely as nominee for the originator and its successors and assigns. Subsequent assignments of those mortgages are registered electronically through the MERS system. The recording of mortgages in the name of MERS has been challenged in a number of states. Although many decisions have accepted MERS as mortgagee, a few courts have held that MERS is not a proper party to conduct a foreclosure and have required that the mortgage be reassigned to the entity that is the economic owner of the mortgage loan before a foreclosure can be conducted. In states where such a rule is in effect, there may be delays and additional costs in commencing, prosecuting and completing foreclosure proceedings and conducting foreclosure sales of mortgaged properties. In addition, mortgagors are raising new challenges to the recording of mortgages in the name of MERS, including challenges questioning the ownership and enforceability of mortgage loans registered in MERS. An adverse decision in any jurisdiction may delay the foreclosure process.

With respect to any mortgage loans registered on the MERS system, the servicer must comply with all of the requirements of MERS regarding instituting foreclosure proceedings. In addition, mortgage loans registered in the MERS system will be required to be removed from the MERS system by the servicer upon 90 days of delinquency.

*Foreclosing Co-operative Loans.* The co-operative shares owned by the tenant-stockholder and pledged to the lender or lender’s agent or trustee are, in almost all cases, subject to restrictions on transfer as set forth in the co-operative’s certificate of incorporation and bylaws, as well as the tenant-stockholder’s proprietary lease or occupancy agreement, and may be cancelled by the co-operative for failure by the tenant-stockholder to pay rent or other obligations or charges owed by such tenant-stockholder, including mechanics’ liens against the co-operative’s property incurred by such tenant-stockholder. A proprietary lease or occupancy agreement generally permits the co-operative to terminate such lease or agreement in the event a tenant-stockholder fails to make payments or defaults in the performance of covenants required thereunder. Furthermore, a default by the tenant-stockholder under the proprietary lease or occupancy agreement will usually constitute a default under the security agreement between the lender and the tenant-stockholder.

Typically, the lender and the co-operative enter into a recognition agreement which establishes the rights and obligations of both parties in the event of a default by the tenant-stockholder with respect to its obligations under the proprietary lease or occupancy agreement and/or the security agreement. The recognition agreement generally provides that, in the event that the tenant-stockholder has defaulted under the proprietary lease or occupancy agreement, the co-operative will take no action to terminate such lease or agreement until the lender has been provided with an opportunity to cure the defaults. The recognition agreement typically provides that if the proprietary lease or occupancy agreement is terminated, the co-operative will recognize the lender’s lien in respect of the proprietary lease or occupancy agreement, and will deliver to the lender the proceeds from the sale of the co-operative apartment unit to a third party up to the amount to which the lender is entitled by reason of its lien, subject to the co-operative’s right to sums due under such proprietary lease or occupancy agreement. The total amount owed to the co-operative by the tenant-stockholder, which the lender generally cannot restrict and does not monitor, may reduce the proceeds available to the lender to an amount below the outstanding principal balance of the co-operative loan and accrued and unpaid interest thereon.

Recognition agreements typically also provide that in the event of a foreclosure on a co-operative loan, the lender must obtain the approval or consent of the co-operative as required by the proprietary lease or occupancy agreement before transferring the co-operative shares or assigning the proprietary lease to a third-party. Generally, the lender is not limited in any rights it may have to dispossess the tenant-stockholders.

In some states, foreclosure on the co-operative shares is accomplished by a sale in accordance with the provisions of Article 9 and the security instrument relating to those shares. Article 9 requires that a sale be conducted in a “commercially reasonable” manner. Whether a foreclosure sale has been conducted in a “commercially reasonable” manner will vary depending on the facts in each case and state law. In determining commercial reasonableness, a court typically will look to the notice (which generally includes a publication requirement) given the mortgagor and third parties and the method, manner, time, place and terms of the foreclosure.

As described above, any provision in the recognition agreement regarding the right of the co-operative to receive sums due under the proprietary lease or occupancy agreement prior to the lender’s reimbursement supplements any requirement under Article 9 that the proceeds of the sale will be applied first to pay the costs and expenses of the sale and then to satisfy the indebtedness secured by the lender’s security interest. If there are proceeds remaining after application to costs and expenses of the sale, amounts due under the proprietary lease or occupancy agreement, and satisfaction of the indebtedness, the lender must account to the tenant-stockholder for such surplus. Conversely, if a portion of the indebtedness remains unpaid, the tenant-stockholder is generally responsible for the deficiency.

In the case of foreclosure on a co-operative that was converted from a rental building to a co-operative under a non-eviction plan, some states require that a purchaser at a foreclosure sale take the property subject to rent control and rent stabilization laws which apply to certain tenants who elected to remain in the building but who did not purchase shares in the co-operative when the building was so converted.

### **Rights of Redemption**

The purpose of a foreclosure action in respect of a mortgaged property is to enable the lender to realize upon its security and to bar the mortgagor, and all persons who have interests in the property that are subordinate to that of the foreclosing lender, from exercise of their “equity of redemption.” The doctrine of equity of redemption provides that, until the property encumbered by a mortgage has been sold in accordance with a properly conducted foreclosure and foreclosure sale, those having interests that are subordinate to that of the foreclosing lender have an equity of redemption and may redeem the property by paying the entire debt with interest. Those having an equity of redemption must generally be made parties and joined in the foreclosure proceeding and provided statutorily prescribed notice, in the case of a non-judicial foreclosure, in order for their equity of redemption to be terminated.

The equity of redemption is a common-law (non-statutory) right which should be distinguished from post-sale statutory rights of redemption. In some states, after a trustee’s sale pursuant to a deed of trust or foreclosure of a mortgage, the mortgagor and foreclosed junior lienors are given a statutory period in which to redeem the property. In some states, statutory redemption may occur only upon payment of the foreclosure sale price. In other states, redemption may be permitted if the former mortgagor pays only a portion of the sums due. The effect of a statutory right of redemption is to diminish the ability of the lender to sell the foreclosed property because the exercise of a right of redemption would defeat the title of any purchase through a foreclosure. Consequently, the practical effect of the redemption right is to force the lender to maintain the property and pay the expenses of ownership until the redemption period has expired. In some states, a post-sale statutory right of redemption may exist following a judicial foreclosure, but not following a trustee’s sale under a deed of trust.

### **Anti-Deficiency Legislation and Other Limitations on Lenders**

Some states have imposed statutory prohibitions which limit the remedies of a beneficiary under a deed of trust or a mortgagee under a mortgage. In some states (including California), statutes limit the right of the beneficiary or mortgagee to obtain a deficiency judgment against the mortgagor following non-judicial foreclosure by power of sale. A deficiency judgment is a personal judgment against the former mortgagor equal in most cases to the difference between the net amount realized upon the public sale of the real property and the amount due to the lender. In the case of a mortgage loan secured by a property owned by a trust where the mortgage note is executed on behalf of the trust, a deficiency judgment against the trust following foreclosure or sale under a deed of trust, even if obtainable under applicable law, may be of little value to the mortgagee or beneficiary if there are no trust assets against which the deficiency judgment may be executed. Some state

statutes require the beneficiary or mortgagee to exhaust the security afforded under a deed of trust or mortgage by foreclosure in an attempt to satisfy the full debt before bringing a personal action against the mortgagor. In other states, the lender has the option of bringing a personal action against the mortgagor on the debt without first exhausting the security; however in some of these states, the lender, following judgment on the personal action, may be deemed to have elected a remedy and may be precluded from exercising other remedies, including with respect to the security. Consequently, the practical effect of the election requirement, in those states permitting the election, is that lenders will usually proceed against the security first rather than bringing a personal action against the mortgagor. This also allows the lender to avoid the delays and costs associated with going to court. Finally, in some states, statutory provisions limit any deficiency judgment against the former mortgagor following a foreclosure to the excess of the outstanding debt over the fair value of the property at the time of the public sale. The purpose of these statutes is generally to prevent a beneficiary or mortgagee from obtaining a large deficiency judgment against the former mortgagor as a result of low or no bids at the foreclosure sale.

In addition to laws limiting or prohibiting deficiency judgments, numerous other federal and state statutory provisions, including the federal bankruptcy laws and state laws affording relief to debtors, may interfere with or affect the ability of the secured mortgage lender to realize upon collateral or enforce a deficiency judgment. For example, under the United States Bankruptcy Code, virtually all actions (including foreclosure actions and deficiency judgment proceedings) to collect a debt are automatically stayed upon the filing of the bankruptcy petition and, often, no interest or principal payments are made during the course of the bankruptcy case. The delay and the consequences thereof caused by the automatic stay can be significant. Also, under the United States Bankruptcy Code, the filing of a petition in a bankruptcy by or on behalf of a junior lienor may stay the senior lender from taking action on a property that secures the junior lien. Moreover, with respect to federal bankruptcy law, a court with federal bankruptcy jurisdiction may permit a debtor through his or her Chapter 11 or Chapter 13 rehabilitative plan to cure a monetary default in respect of a mortgage loan on a debtor's residence by paying arrearage within a reasonable time period and reinstating the original mortgage loan payment schedule even though the lender accelerated the mortgage loan and final judgment of foreclosure had been entered in state court (provided no sale of the residence had yet occurred) prior to the filing of the debtor's petition. Some federal bankruptcy courts have approved plans, based on the particular facts of the reorganization case, that effected the curing of a mortgage loan default by paying arrearage over a number of years.

Federal bankruptcy courts have also held that the terms of a mortgage loan secured by property of the debtor may be modified. These courts have allowed modifications that include reducing the amount of each monthly payment, changing the rate of interest, altering the repayment schedule, forgiving all or a portion of the debt and reducing the lender's security interest to the value of the residence, thus leaving the lender a general unsecured creditor for the difference between the value of the residence and the outstanding balance of the loan. Generally, however, the terms of a mortgage loan secured only by a mortgage on real property that is the debtor's principal residence may not be modified pursuant to a plan confirmed pursuant to Chapter 13 except with respect to mortgage payment arrearages, which may be cured within a reasonable time period.

Tax liens arising under the Code may have priority over the lien of a mortgage or deed of trust.

Substantive requirements are imposed upon mortgage lenders and servicers in connection with the origination and the servicing of mortgage loans by numerous federal and some state consumer protection laws and their implementing regulations. These laws and regulations include TILA and Regulation Z (including TRID), RESPA and Regulation X, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Billing Act, the Fair Credit Reporting Act and Regulation V and similar statutes. These federal laws impose specific statutory liabilities upon lenders who originate mortgage loans and who fail to comply with the provisions of the law. Further, violations of the laws could result in a mortgagor's defense to foreclosure or an unwinding or rescission of the loan. In some cases, this liability may affect assignees of the mortgage loans; however we may require a seller or servicer who violated applicable law to repurchase the related mortgage loan, compensate us for any losses incurred and/or indemnify us against future losses.

## **Environmental Legislation**

Under CERCLA, and under state law in some states, a secured party that participates in managing a mortgaged property, takes a deed-in-lieu of foreclosure, purchases a mortgaged property at a foreclosure sale or

operates a mortgaged property may become liable for the costs of cleaning up hazardous substances regardless of whether the secured party has contaminated the property. CERCLA imposes strict, as well as joint and several, liability on several classes of potentially responsible parties, including current owners and operators of the property who did not cause or contribute to the contamination. Furthermore, liability under CERCLA is not limited to the original or unamortized principal balance of a loan or to the value of the property securing a loan. Lenders may be held liable under CERCLA as owners or operators unless they qualify for the secured creditor exemption to CERCLA. This exemption exempts from the definition of owners and operators those who, without participating in the management of a facility, hold indicia of ownership primarily to protect a security interest in the facility.

The Conservation Act amended, among other things, the provisions of CERCLA with respect to lender liability and the secured creditor exemption. The Conservation Act offers substantial protection to lenders by defining the activities in which a lender can engage and still have the benefit of the secured creditor exemption. In order for a lender to be deemed to have participated in the management of a mortgaged property, the lender must participate in the operational affairs of the property of the mortgagor, whether directly or indirectly. The Conservation Act provides that “merely having the capacity to influence, or unexercised right to control” operations does not constitute participation in management. A lender will lose the protection of the secured creditor exemption only if it exercises decision-making control over the mortgagor’s environmental compliance and hazardous substance handling and disposal practices, assumes day-to-day management of all operational functions of the mortgaged property, or imposes limitations on a mortgagor’s spending for such purposes. The Conservation Act also provides that a lender will continue to have the benefit of the secured creditor exemption even if it forecloses on a mortgaged property, purchases it at a foreclosure sale or accepts a deed-in-lieu of foreclosure provided that the lender seeks to sell the mortgaged property at the earliest practicable commercially reasonable time on commercially reasonable terms and complies with other requirements.

Other federal and state laws may impose liability on a secured party that takes a deed-in-lieu of foreclosure, purchases a mortgaged property at a foreclosure sale, or operates a mortgaged property on which contaminants other than CERCLA hazardous substances are present, including petroleum, agricultural chemicals, asbestos, radon, and lead-based paint. The cleanup costs may be substantial. Moreover, federal and state statutes may impose a lien for any cleanup costs incurred by the state on the property that is the subject of the cleanup costs. All subsequent liens on the property generally are subordinated to the lien and, in some states, even prior recorded liens are subordinated to such lien. In the latter states, the security interest of the Trustee in a related parcel of real property that is subject to the lien could be adversely affected.

Traditionally, many residential mortgage lenders have not taken steps to evaluate whether contaminants are present with respect to any mortgaged property prior to the origination of the mortgage loan or prior to foreclosure or accepting a deed-in-lieu of foreclosure. Accordingly, none of the originators nor any other party has made the evaluations prior to the origination of the related mortgage loan.

### **Consumer Protection Laws**

In addition, substantive requirements are imposed upon mortgage lenders in connection with the origination and the servicing of mortgage loans by numerous federal and some state consumer protection laws. These laws include TILA, the Real Estate Settlement Procedures Act, TRID, the Equal Credit Opportunity Act, the Fair Credit Billing Act, the Fair Credit Reporting Act and related statutes and regulations promulgated thereunder. These federal laws impose specific statutory liabilities upon lenders who originate mortgage loans and who fail to comply with the provisions of the law. In some cases, this liability may affect assignees of the mortgage loans. In particular, an originator’s failure to comply with certain requirements of TILA and Regulation Z promulgated thereunder, could subject both originators and assignees of such obligations to monetary penalties and could result in obligors’ rescinding the mortgage loans either against the originators or assignees or in a defense to foreclosure of the loan. Further, the failure of the mortgagor to use the correct form of notice of right to cancel in connection with non-purchase money transactions could subject the originator and assignees to extended mortgagor rescission rights.

The CFPB issued the ATR Rule, effective January 10, 2014 and revised in August 2016, that amends Regulation Z to require that creditors make a good faith determination that a consumer will have a reasonable

ability to repay a residential mortgage loan according to its terms. The ATR Rule generally sets forth eight underwriting factors that creditors must use in making this determination. However, the ATR Rule also provides that if creditors make a special type of loan, known as a “qualified mortgage” as defined in the ATR Rule, the creditor will be presumed to have met the general ATR requirement. Qualified mortgages with annual percentage rates under certain thresholds qualify for a safe harbor from liability under the ATR Rule, while qualified mortgages with annual percentage rates that exceed those thresholds will only have a rebuttable presumption of compliance with the ATR Rule. TILA and the ATR Rule impose specific statutory liabilities upon creditors and certain assignees who fail to comply with the ATR Rule, including: (1) actual damages; (2) specified statutory damages; (3) attorneys’ fees and costs; and (4) closing costs and up to 3 years’ worth of finance charges, which may affect assignees of such loans.

### **Federal and State Anti-Predatory Lending Laws and Restrictions on Servicing**

Under the anti-predatory lending laws of some states, the mortgagor is required to meet a net tangible benefits test in connection with the origination of the mortgage loan. This test may be highly subjective and open to interpretation. As a result, a court may determine that a mortgage loan does not meet the test even if the originator reasonably believed that the test was satisfied.

In rules promulgated under the Dodd-Frank Act by the CFPB, effective with respect to applications for loans taken on or after January 10, 2014, the thresholds for coverage under HOEPA, the primary anti-predatory lending law, have been lowered and that statute has become more stringent. State laws that replicate HOEPA have also become more onerous in their respective requirements.

Local, state and federal legislatures, state and federal banking regulatory agencies, state attorneys general offices, the Federal Trade Commission, the Department of Justice, the Department of Housing and Urban Development and state and local governmental authorities have continued to focus on lending and servicing practices by some companies, primarily in the non-prime lending industry, sometimes referred to as “predatory lending” and “abusive servicing” practices. Sanctions have been imposed by various agencies for practices such as charging excessive fees, imposing higher interest rates than the credit risk of some mortgagors warrant, failing to disclose adequately the material terms of loans to mortgagors and abusive servicing and collections practices.

On July 21, 2010, the Dodd-Frank Act was signed into law. The Dodd-Frank Act, which is designed to improve accountability and transparency in the financial system and to protect consumers from abusive financial services practices, creates various new requirements affecting mortgage servicers, including mandatory escrow accounts for certain mortgage loans; notice requirements for consumers who waive escrow services; certain prohibitions related to mortgage servicing with respect to force-placed hazard insurance, qualified written requests, requests to correct certain servicing errors, and requests concerning the identity and contact information for an owner or assignee of a loan; requirements for prompt crediting of payments, processing of payoff statements, and monthly statements with certain disclosures for adjustable rate mortgage loans; and late fee restrictions on high cost loans. In addition, a new executive agency and consumer financial regulator, the CFPB, was established in the Federal Reserve System under the Dodd-Frank Act. On July 21, 2011, the regulation of the offering and provision of consumer financial products or services, including mortgage servicing, under federal consumer financial laws, was generally transferred and consolidated into the CFPB.

The Dodd-Frank Act sets forth certain objectives for and the functions of the CFPB. The objectives of the CFPB, as identified under the Dodd-Frank Act, are to ensure that: (1) consumers are provided with timely and understandable information to make responsible decisions about financial transactions; (2) consumers are protected from unfair, deceptive, or abusive acts and practices and from discrimination; (3) outdated, unnecessary, or unduly burdensome regulations are regularly identified and addressed in order to reduce unwarranted regulatory burdens; (4) federal consumer financial law is enforced consistently, without regard to the status of a person as a depository institution, in order to promote fair competition; and (5) markets for consumer financial products and services operate transparently and efficiently to facilitate access and innovation. The primary functions of the CFPB under the Dodd-Frank Act are: (1) conducting financial education programs; (2) collecting, investigating, and responding to consumer complaints; (3) collecting, researching, monitoring, and publishing information relevant to the functioning of markets for consumer financial products and services to identify risks to consumers and the proper functioning of such markets; (4) subject to certain sections of the



Dodd-Frank Act, supervising covered persons for compliance with federal consumer financial law, and taking appropriate enforcement action to address violations of federal consumer financial law; (5) issuing rules, orders, and guidance implementing federal consumer financial law; and (6) performing such support activities as may be necessary or useful to facilitate the other functions of the CFPB.

Several federal, state and local laws, rules and regulations have been adopted, or are under consideration, that are intended to protect consumers from predatory lending and abusive servicing practices, and in some instances establish or propose a servicing standard and duty of care for mortgage servicers. On January 4, 2011, the CFPB implementation team entered into an information sharing memorandum of understanding with the Conference of State Bank Supervisors to promote state and federal cooperation and consistent examination procedures among regulators of providers of consumer financial products and services, including mortgage servicers.

### **Enforceability of Due-On-Sale Clauses**

Mortgage loans typically include “due-on-sale clauses” which allow the holder of such mortgage loan to demand payment in full of the remaining principal balance upon sale or certain transfers of the property securing such mortgage loan. The enforceability of these clauses has been the subject of legislation or litigation in many states, and in some cases the enforceability of these clauses was limited or denied. However, the Garn-St Germain Act preempts state constitutional, statutory and case law that prohibits the enforcement of due-on-sale clauses and permits lenders to enforce these clauses in accordance with their terms, subject to limited exceptions. The Garn-St Germain Act does “encourage” lenders to permit assumption of loans at the original rate of interest or at some other rate less than the average of the original rate and the market rate.

The Garn-St Germain Act also sets forth nine specific instances in which a mortgage lender covered by the Garn-St Germain Act may not exercise a due-on-sale clause, notwithstanding the fact that a transfer of the property may have occurred. Under the Guide, we have expanded the Garn-St Germain Act’s list of permissible transfers of property with respect to which a mortgage lender may not exercise a due-on-sale clause. These include, amongst others, certain intra-family transfers, some transfers by operation of law, leases of fewer than three years and the creation of a junior encumbrance. Regulations promulgated under the Garn-St Germain Act also prohibit the imposition of a prepayment penalty upon the acceleration of a loan pursuant to a due-on-sale clause.

### **Subordinate Financing**

When a mortgagor encumbers their mortgaged property with one or more junior liens, the senior lender is subjected to additional risk. First, the mortgagor may have difficulty servicing and repaying multiple loans. Second, acts of the senior lender that prejudice the junior lender or impair the junior lender’s security may create a superior equity in favor of the junior lender. For example, if the mortgagor and the senior lender agree to an increase in the principal amount of or the interest rate payable on the senior loan, the senior lender may lose its priority to the extent an existing junior lender is harmed or the mortgagor is additionally burdened. Third, if the mortgagor defaults on the senior loan and/or any junior loan or loans, the existence of junior loans and actions taken by junior lenders can impair the security available to the senior lender and can interfere with or delay the taking of action by the senior lender. Moreover, the bankruptcy of a junior lender may operate to stay foreclosure or similar proceedings by the senior lender. In addition, the consent of the junior lender is sometimes required in connection with loan modifications, short sales and deeds-in-lieu of foreclosure, which may delay or prevent the loss mitigation actions taken by the senior lender.

### **Applicability of Usury Laws**

Title V of the Depository Institutions Deregulation and Monetary Control Act of 1980 (“Title V”) provides that state usury limitations shall not apply to some types of residential first mortgage loans originated by some lenders after March 31, 1980. A similar federal statute was in effect with respect to mortgage loans made during the first three months of 1980. The Office of the Comptroller of the Currency is authorized to issue rules and regulations and to publish interpretations governing implementation of Title V. The statute authorized any state to reimpose interest rate limits by adopting, before April 1, 1983, a law or constitutional provision which

expressly rejects application of the federal law. In addition, even where Title V is not so rejected, any state is authorized by the law to adopt a provision limiting discount points or other charges on mortgage loans covered by Title V. Some states have taken action to reimpose interest rate limits or to limit discount points or other charges.

### **Forfeitures in Drug and RICO Proceedings**

Federal law provides that property owned by persons convicted of drug-related crimes or of criminal violations of RICO can be seized by the government if the property was used in, or purchased with the proceeds of, these crimes. Under procedures contained in the Comprehensive Crime Control Act of 1984, the government may seize the property even before conviction. The government must publish notice of the forfeiture proceeding and may give notice to all parties “known to have an alleged interest in the property,” including the holders of mortgage loans. A lender may avoid forfeiture of its interest in the property if it establishes that: (1) its mortgage was executed and recorded before commission of the crime upon which the forfeiture is based, or (2) the lender was, at the time of execution of the mortgage, “reasonably without cause to believe” that the property was used in, or purchased with the proceeds of, illegal drug or RICO activities.

### **Servicemembers Civil Relief Act**

Under the terms of the Relief Act, various rights and protections apply to a mortgagor who is a servicemember who enters military service. For purposes of the application of the Relief Act to a servicemember, military service includes (i) active duty by a member of the Army, Navy, Air Force, Marine Corps or Coast Guard (including a member of the reserves called to active duty and a member of the National Guard activated under a federal call to active duty), (ii) service by a member of the National Guard under a call to active service authorized by the President of the United States or the Secretary of Defense for a period of more than 30 consecutive days for purposes of responding to a national emergency declared by the President and supported by federal funds, and (iii) active service by a commissioned officer of either the Public Health Service or the National Oceanic and Atmospheric Administration. In addition, certain provisions of the Relief Act also apply to (i) a member of a reserve component upon receipt of an order to report for military service, and (ii) a person ordered to report for induction under the Military Selective Service Act upon receipt of an order for induction. Upon application to a court, a dependent of a servicemember is also entitled to certain limited protections under the Relief Act if the dependent’s ability to comply with an obligation is materially affected by reason of the servicemember’s military service.

## **CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES**

The Notes and payments on the Notes generally are not exempt from taxation by the United States, or by any state or possession of the United States, local taxing authority or non-U.S. taxing jurisdictions. In addition, a Note owned by an individual who, at the time of death, is a U.S. citizen or domiciliary is subject to U.S. federal estate tax. The following summary addresses certain U.S. federal tax consequences of an investment in the Notes and is based upon U.S. tax laws, the U.S. Treasury regulations and decisions now in effect, all of which are subject to change, potentially with retroactive effect, or to differing interpretations. In addition to the U.S. federal income tax discussion below, investors are urged to carefully review this entire Memorandum and, in particular, the discussion of risks associated with an investment in the Notes in “Risk Factors” above.

This summary discusses only Notes held by Beneficial Owners as capital assets within the meaning of Section 1221 of the Code. It does not discuss all of the tax consequences that may be relevant to a Beneficial Owner in light of its particular circumstances or to Beneficial Owners subject to special rules, such as certain financial institutions, insurance companies, certain former citizens or residents of the United States, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, dealers, Beneficial Owners holding Notes as part of a hedging transaction, straddle, conversion transaction or synthetic security transaction, U.S. Beneficial Owners whose functional currency (as defined in Section 985 of the Code) is not the U.S. dollar, partnerships or other pass-through entities, tax-exempt persons, or regulated investment companies. In all cases, you are advised to consult your own tax advisors regarding the U.S. federal tax consequences to you of purchasing, owning and disposing of Notes, including the advisability of making any of the elections described below and the need to make any disclosures in connection with relevant tax filings, as well as any tax consequences arising under the laws of any state, local, foreign or other taxing jurisdiction. In addition, this summary of certain U.S. federal tax consequences is for general information only and is not tax advice for any particular Beneficial Owner.

If a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) holds Notes, the treatment of a partner will generally depend upon the status of the particular partner and the activities of the partnership. Partners in such partnerships should consult their own tax advisors.

### **Treatment of the Trust**

In the opinion of Shearman & Sterling LLP, U.S. federal tax counsel to Freddie Mac, although the matter is not free from doubt, neither the Trust nor any portion thereof will be classified as an association taxable as a corporation, a publicly traded partnership taxable as a corporation or a taxable mortgage pool taxable as a corporation for U.S. federal income tax purposes. In the opinion of Shearman & Sterling LLP, the Trust will not be treated as engaged in the conduct of a U.S. trade or business as a result of its contemplated activities. The Trust Agreement contains certain restrictions on the activities of the Trust and the opinion will be based on the assumption that all terms of the Amended and Restated Trust Agreement and related documents will be complied with.

### **Treatment of the Notes**

In the opinion of Shearman & Sterling LLP, U.S. federal tax counsel to Freddie Mac, although the tax characterizations are not free from doubt, the Exchangeable Notes, including Notes sold by virtue of a sale of related MAC Notes, will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. By purchasing the Notes, Beneficial Owners agree to treat such Notes in the manner described above unless a change in law or administrative practice requires a Note to be treated in some other manner.

Prospective investors of the Notes should be aware that there is no authority that directly addresses the U.S. federal income tax treatment of the Notes, and we have received no ruling from the IRS in connection with the issuance of the Notes. Accordingly, the U.S. federal income tax characterization of the Notes is not certain. The characterization of the Notes may affect the amount, timing and character of income, deduction, gain or loss recognized by a U.S. Beneficial Owner in respect of a Note, and the U.S. withholding tax consequences to a Non-U.S. Beneficial Owner of a Note. As noted, we intend to take the position that the Exchangeable Notes will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement

for U.S. federal income tax purposes. By purchasing Notes, Beneficial Owners will agree to treat their Notes in the manner described above. This characterization is not binding on the IRS, and the IRS may treat the Exchangeable Notes in some other manner. For example, the IRS may treat the Exchangeable Notes as a derivative (such as an NPC) or an equity interest. In light of the uncertainty as to the characterization of the Notes, prospective investors of Notes should consult their own tax advisors as to the possible alternative characterizations of the Notes for U.S. federal income tax purposes and the U.S. federal income and withholding tax consequences of such alternative characterizations.

## **U.S. Beneficial Owners**

### ***Exchangeable Notes***

#### *In General*

The Exchangeable Notes are not ownership interests in the Reference Obligations or the underlying mortgage loans for U.S. federal income tax purposes. Consequently, (i) Exchangeable Notes held by a domestic building and loan association will not be “qualifying real property loans” under Section 593(d) of the Code; (ii) Exchangeable Notes held by a REIT will not be “real estate assets” under Section 856(c)(5)(B) of the Code, nor will stated payments on the Exchangeable Notes be “interest on obligations secured by mortgages on real property or on interests in real property” under Section 856(c)(3)(B) of the Code; and (iii) Exchangeable Notes held by a REMIC will not be “qualified mortgages” within the meaning of Section 860G(a)(3) of the Code. In addition, although the IRS has ruled that Freddie Mac is an instrumentality of the United States for purposes of Section 7701(a)(19) of the Code, the Exchangeable Notes likely do not constitute stock or obligations of a corporation that is an instrumentality of the United States. Furthermore, the Exchangeable Notes likely will not be treated as “Government securities” within the meaning of Section 856(c)(4)(A) or 851(b)(3) of the Code. Beneficial Owners should consult their own tax advisors as to the proper treatment of the Exchangeable Notes.

#### *Periodic Inclusions (or Deductions) with respect to the Exchangeable Notes*

As described above, in the opinion of Shearman & Sterling, the Exchangeable Notes will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement to the extent of the principal balance of the Exchangeable Notes for U.S. federal income tax purposes. By purchasing the Exchangeable Notes, Beneficial Owners agree to treat the Exchangeable Notes in the manner described above unless a change in law or administrative practice requires the Exchangeable Notes to be treated in some other manner. The remainder of this discussion assumes such treatment.

Accordingly, a portion of each payment on each Exchangeable Note attributable to interest on Eligible Investments will be includible as ordinary interest by the Beneficial Owner. Amounts paid on the Exchangeable Notes in excess of the return realized on Eligible Investments will constitute guarantee payments and will be includible as ordinary income by the Beneficial Owner. Beneficial Owners should consult their tax advisors regarding their specific circumstances.

#### *Losses*

When a write-down occurs on an underlying Reference Obligation, the principal amount of Exchangeable Notes will be written down and Beneficial Owners of the Exchangeable Notes will be deemed to have made a guarantee payment with respect to the actual loss experienced on the Reference Obligation. The deemed guarantee payment will result in a loss to the Beneficial Owner in the taxable year in which the guarantee payment is deemed to be made. In the case of Beneficial Owners other than corporations who hold the Exchangeable Notes as investments, the loss will be treated as a loss from the sale or exchange of a capital asset held for not more than one year. The deductibility of capital losses is subject to limitations under the Code. Taxpayers should consult their tax advisors as to the availability of the loss deduction.

#### *Gain or Loss on Disposition of Exchangeable Notes*

On a sale or other disposition (other than a retirement) of an Exchangeable Note, a U.S. Beneficial Owner will recognize gain or loss in an amount equal to the difference between the amount realized upon the disposition

of the Exchangeable Note other than any amount attributable to accrued interest, which will be accounted for in the manner described above, and the U.S. Beneficial Owner's adjusted tax basis in such Exchangeable Note. A U.S. Beneficial Owner who holds an Exchangeable Note as a capital asset will realize capital gain or loss on the sale or other disposition of such Exchangeable Note. U.S. Beneficial Owners should consult their own tax advisors regarding the U.S. federal income tax treatment of a sale or other disposition of Exchangeable Notes.

#### ***Treatment of the MAC Notes for U.S. Beneficial Owners***

*In General.* The MAC Pool will be classified as a grantor trust under subpart E, part I of subchapter J of the Code. The interests in any Exchangeable Notes that are exchanged for MAC Notes will be the assets of the MAC Pool, and the MAC Notes will represent beneficial ownership of such interests in the Exchangeable Notes for U.S. federal income tax purposes.

The MAC Notes will be treated as interests in the Exchangeable Notes underlying such MAC Notes. As such, the MAC Notes are not ownership interests in the Reference Obligations or the underlying mortgage loans for U.S. federal income tax purposes. Consequently, (i) MAC Notes held by domestic building and loan associations will not be "qualifying real property loans" under Section 593(d) of the Code; (ii) MAC Notes held by a REIT will not be "real estate assets" under Section 856(c)(5)(B) of the Code, nor will stated payments on the MAC Notes be "interest on obligations secured by mortgages on real property or on interests in real property" under Section 856(c)(3)(B) of the Code; and (iii) MAC Notes held by a REMIC will not be "qualified mortgages" within the meaning of Section 860G(a)(3) of the Code. In addition, such Classes likely do not constitute an obligation of an instrumentality of the United States for purposes of Section 7701(a)(19) of the Code and likely do not constitute a Government security within the meaning of Section 856(c)(4)(A) of the Code, as described above in "*— Exchangeable Notes — In General*". Beneficial Owners should consult their own tax advisors as to the proper treatment of the MAC Notes.

#### ***Tax Accounting for the MAC Notes***

For U.S. Beneficial Owners who exchange the Class B-2A, Class B-2B, Class B-2C and Class B-2D Notes for the Class B-2 Notes after the Closing Date, such U.S. Beneficial Owners must allocate basis in their Class B-2 Notes among the interests in the underlying Classes of Exchangeable Notes in accordance with their relative fair market values as of the time of acquisition. Such U.S. Beneficial Owners of such Class B-2 Notes must tax account for their beneficial ownership interests in each of the underlying Exchangeable Notes in the manner described above in "*— Exchangeable Notes — Periodic Inclusions (or Deductions) with respect to the Exchangeable Notes*". Similarly, on the sale of such Class B-2 Notes, U.S. Beneficial Owners must allocate amounts received on the sale among their beneficial ownership interests in the Exchangeable Notes underlying such Class B-2 Notes in accordance with their relative fair market values as of the time of sale. Gain or loss will be determined in the manner described above. See "*— Exchangeable Notes — Gain or Loss on Disposition of Exchangeable Notes*" above.

For U.S. Beneficial Owners who exchange the Exchangeable Notes for the related MAC Notes, such U.S. Beneficial Owners must allocate their basis in their Exchangeable Notes among the interests in the corresponding MAC Notes in accordance with their relative fair market values at the time of acquisition. As described above in "*— Exchangeable Notes — In General*", the Exchangeable Notes will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. The related MAC Notes are interests in such Exchangeable Notes. As a result, a portion of each payment on each MAC Note attributable to interest on Eligible Investments will be includible as ordinary interest income by the Beneficial Owner, and a portion of each payment on a MAC Note attributable to amounts paid in excess of the return realized on Eligible Investments will constitute guarantee payments and will be includible as ordinary income by the Beneficial Owner.

The manner of allocating income on the Exchangeable Notes to the related MAC Notes is unclear. In the absence of guidance, Freddie Mac intends to report interest and guarantee fee income for tax reporting purposes on each related MAC Note based on the initial relative fair market values of the related MAC Notes.



*Exchanges of Exchangeable Notes for MAC Notes.* An exchange of an interest in one or more Exchangeable Notes for an interest in one or more MAC Notes, or vice versa, will not be a taxable exchange. After the exchange, a U.S. Beneficial Owner will be treated as continuing to own the interests in the Exchangeable Notes or MAC Notes that such U.S. Beneficial Owner owned immediately prior to the exchange.

***Treatment if the Exchangeable Notes are Not Treated in part as a Limited Recourse Guarantee Contract and in part as an Interest-bearing Collateral Arrangement***

As discussed above, the IRS may not agree with Freddie Mac's treatment of the Exchangeable Notes in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes and may, for example, treat the Exchangeable Notes as a derivative such as an NPC or an equity interest. Any such alternative treatment could affect the timing, character and source of income, deduction, gain or loss with respect to the Notes. While not entirely clear, if the Exchangeable Notes were treated as a derivative, we are of the position that the U.S. federal income tax accounting rules for NPCs provide the most reasonable method for accounting for income, deduction, gain or loss with respect to the Exchangeable Notes. Prospective investors in Notes should consult their own tax advisors as to the possible alternative characterizations of the Notes for U.S. federal income tax purposes and the U.S. federal income tax consequences of such alternative characterizations.

**Adoption of an Alternative Index**

In the event that we designate an alternative method or index in response to changes to, or the elimination of, LIBOR, the tax consequences with respect to Notes with Class Coupons based on LIBOR are unclear. Under general principles of federal income tax law, certain modifications of an instrument may cause a deemed exchange upon which gain or loss is realized. Proposed Regulations on which we may rely were released on October 8, 2019 and pursuant to which a designation of an alternative method or index may not be treated as a realization event if certain conditions are met. We intend to take reasonable efforts to meet such conditions, although no assurance can be given that the designation of an alternative method or index will not result in a deemed exchange of the Notes. Holders are advised to consult their own tax advisors regarding the adoption of an alternative index.

**Non-U.S. Beneficial Owners**

***Exchangeable Notes and MAC Notes***

As described above, Shearman & Sterling LLP is of the opinion that the Exchangeable Notes (and MAC Notes) will be treated in part as a limited recourse guarantee contract and in part as an interest-bearing collateral arrangement for U.S. federal income tax purposes. To the extent payments on the Exchangeable Notes (or MAC Notes) are treated as interest with respect to the interest-bearing collateral arrangement, such interest will be eligible for the portfolio interest exemption subject to certain exceptions and requirements. Interest on an Exchangeable Note (or a MAC Note) held by a Non-U.S. Beneficial Owner that is not effectively connected with a trade or business of the Non-U.S. Beneficial Owner within the United States (or if an income tax treaty applies, such interest is not attributable to a U.S. permanent establishment) generally will be exempt from U.S. federal income and withholding taxes if the person otherwise required to withhold receives, in the manner provided by U.S. tax authorities, a certification that the Non-U.S. Beneficial Owner is not a U.S. Person. A Non-U.S. Beneficial Owner may provide this certification by providing a properly completed Form W-8BEN, Form W-8BEN-E or other documentation as may be prescribed by U.S. tax authorities. The portfolio interest exemption will not apply if: (i) the Non-U.S. Beneficial Owner is a bank that receives payments on the Notes that are described in Section 881(c)(3)(A) of the Code; (ii) the Non-U.S. Beneficial Owner is a "10-percent shareholder" of Freddie Mac or the Trust, if applicable, within the meaning of Section 871(h)(3)(B) of the Code; or (iii) the Non-U.S. beneficial Owner is a "controlled foreign corporation" related to Freddie Mac within the meaning of Section 881(c)(3)(C) of the Code.

With respect to the portion of payments on the Exchangeable Notes (or MAC Notes) that are treated as guarantee fees, Shearman & Sterling LLP is of the opinion that payments on the Exchangeable Notes (or MAC Notes) will be foreign source for Non-U.S. Beneficial Owners that are not engaged in the conduct of a U.S. trade or business (and if an income tax treaty applies, such payments are not attributable to a U.S. permanent

establishment). While this will depend on factors specific to each Beneficial Owner, generally the guarantee payments will be foreign source income for Non-U.S. Beneficial Owners who reside outside the United States, make their investment decisions outside of the United States, and maintain their assets outside of the United States. Beneficial Owners should consult their tax advisors regarding their specific circumstances.

Accordingly, Shearman & Sterling LLP is of the opinion that payments to a Non-U.S. Beneficial Owner with respect to the Exchangeable Notes (or MAC Notes) will not be subject to U.S. withholding tax. In addition, no U.S. withholding tax or U.S. federal income tax will apply to any gain realized on the sale, exchange or other disposition on the Exchangeable Notes (or MAC Notes), unless (i) the Beneficial Owner receiving such amounts is an individual who is present in the United States for more than 183 days or more during the taxable year of the sale, exchange or other disposition and certain conditions are met, or (ii) if such gain is, or is deemed to be, effectively connected with the conduct of a trade or business in the United States (and if an income tax treaty applies, such gain is attributable to a U.S. permanent establishment), as described below. Non-U.S. Beneficial Owners may provide their certification that they are not a U.S. Person by providing the withholding agent a properly-executed Form W-8BEN, Form W-8BEN-E or other documentation as may be prescribed by U.S. tax authorities. The characterization of the guarantee fees as foreign source income for Non-U.S. Beneficial Owners not engaged in the conduct of a U.S. trade or business and as not subject to U.S. withholding tax is not binding on the IRS or withholding agents and is not without doubt. Paying agents other than Freddie Mac and its paying agent making such payments may disagree with such characterization. Accordingly, there can be no assurance that a paying agent that does not agree with such characterization will not withhold on payments with respect to the Exchangeable Notes (or MAC Notes).

Alternatively, in the event that the Exchangeable Notes (or MAC Notes) are treated as NPCs for U.S. federal income tax purposes, inclusions of payments with respect to any portion of an Exchangeable Note (or MAC Note) treated as an on-market NPC would not be subject to U.S. withholding tax. In addition, any deemed interest payment with respect to a deemed loan component of an Exchangeable Note (or MAC Note) would not be subject to U.S. withholding tax if the requirements for the portfolio interest exemption are met. Further, no U.S. withholding tax or U.S. federal income tax should apply to any gain recognized on the sale or other disposition of the Exchangeable Notes (or MAC Notes), unless the Non-U.S. Beneficial Owner is an individual who is present in the United States for 183 days or more in the taxable year of the sale, exchange, retirement or other disposition and certain conditions are met. In the event the Exchangeable Notes (or MAC Notes) were treated as equity in the Trust for U.S. federal income tax purposes, payments on an Exchangeable Note (or MAC Note) would be treated as U.S. source income subject to withholding. In addition, if, contrary to the opinion of Shearman & Sterling LLP, the IRS were to successfully assert that the Trust is engaged in a U.S. trade or business and that the Trust is deemed to be a partnership, the Exchangeable Notes (or MAC Notes) could be treated as interests in the deemed partnership engaged in a U.S. trade or business and gain on a disposition of an Exchangeable Note (or MAC Note), if any, may be subject to withholding under Section 1446(f).

If payments with respect to the Exchangeable Notes (or MAC Notes) are effectively connected with a Non-U.S. Beneficial Owner's conduct of a trade or business in the United States (and if an income tax treaty applies, such payments are attributable to a U.S. permanent establishment), these payments would not be subject to U.S. withholding tax, regardless of the characterization of the Exchangeable Notes (or MAC Notes) (but would be subject to U.S. federal income tax in the same manner as they would be if received by a U.S. Beneficial Owner). Such Non-U.S. Beneficial Owners must timely provide the withholding agent a properly-executed IRS Form W-8ECI or other documentation as may be prescribed by U.S. tax authorities stating that the receipt of payments with respect to its Exchangeable Notes (or MAC Notes) is effectively connected with that Non-U.S. Beneficial Owner's conduct of a trade or business in the United States (and if an income tax treaty applies, such payments are attributable to a U.S. permanent establishment).

Non-U.S. Beneficial Owners will not be eligible for the safe harbor under Section 864(b)(2)(A) that exempts trading in stocks or securities from treatment as the conduct of a U.S. trade or business with respect to the Exchangeable Notes (or MAC Notes) because the Exchangeable Notes (or MAC Notes) do not constitute "stocks or securities" under the Treasury Regulations. Whether an investment in the Exchangeable Notes (or MAC Notes) will be treated as part of the conduct of a U.S. trade or business by a Non-U.S. Beneficial Owner will depend on their particular circumstances. Non-U.S. Beneficial Owners should consult their tax advisors regarding the impact of the investment in the Exchangeable Notes (or MAC Notes) on whether such Non-U.S.

Beneficial Owner is engaged in the conduct of a U.S. trade or business and the correct withholding forms to provide.

### ***U.S. Federal Estate and Gift Taxes***

In general, stock or obligations issued by U.S. Persons that are owned by an individual who is not a citizen or domiciliary of the United States are subject to U.S. federal estate tax. The U.S. federal estate tax consequences with respect to Exchangeable Notes (or MAC Notes) owned by an individual who is not a citizen or domiciliary of the United States are not entirely clear. Non-U.S. Beneficial Owners of Exchangeable Notes (or MAC Notes) should consult with their tax advisors regarding the U.S. federal estate tax consequences of holding Exchangeable Notes (or MAC Notes).

A Non-U.S. Beneficial Owner of a Note generally will not be subject to U.S. federal gift tax on a transfer of the Note.

### **Information Reporting and Backup Withholding**

Certain payments with respect to an Exchangeable Note (or MAC Note) to a U.S. Beneficial Owner (other than certain corporations or other exempt recipients) are required to be reported to the IRS and the U.S. Beneficial Owner. Certain payments with respect to an Exchangeable Note (or MAC Note) generally will be reported to U.S. tax authorities and the Non-U.S. Beneficial Owner. Form W-8BEN, Form W-8BEN-E, Form W-8ECI or other documentation or information about the Non-U.S. Beneficial Owner may be provided to U.S. tax authorities.

Backup withholding of U.S. federal income tax at the applicable rate may apply to a payment made in respect of a Note, as well as a payment of proceeds from the sale of a Note, to a Beneficial Owner (other than certain corporations or other exempt recipients), unless the Beneficial Owner provides certain information. Any amount withheld under these rules will be creditable against the Beneficial Owner's U.S. federal income tax liability, and if withholding results in an overpayment of taxes, the Beneficial Owner may apply for a refund from the IRS. If a Beneficial Owner (other than certain corporations or other exempt recipients) sells a Note before the Maturity Date to (or through) certain brokers, the broker must report the sale to the IRS and the Beneficial Owner unless, in the case of a Non-U.S. Beneficial Owner, the Non-U.S. Beneficial Owner certifies that it is not a U.S. Person (and certain other conditions are met). The broker may be required to withhold U.S. federal income tax at the applicable rate on the entire sale price unless the Beneficial Owner provides certain information and, in the case of a Non-U.S. Beneficial Owner, the Non-U.S. Beneficial Owner certifies that it is not a U.S. Person (and certain other conditions are met).

### **FATCA Withholding**

Final and proposed regulations have been promulgated to implement the FATCA Regulations. The FATCA provisions impose a 30 percent withholding tax on foreign financial institutions and certain non-financial foreign entities that have not entered into an agreement with the U.S. Treasury Department to provide information regarding U.S. individuals who have accounts with, or equity interests in, such institutions or entities. If the required information is not provided, Beneficial Owners holding obligations through such institutions or entities may be subject to withholding under FATCA. The FATCA Regulations generally apply to certain withholdable payments made to non-U.S. entities. Beneficial Owners should consult their tax advisors regarding the potential application and impact of the FATCA withholding rules based on their particular circumstances, including the applicability of any intergovernmental agreement modifying these rules.

In the event that a withholding tax under FATCA is imposed on any payment on a Note, Freddie Mac has no obligation to pay additional interest or other amounts as a consequence thereof or to redeem any Note before its stated maturity.

**THE U.S. FEDERAL TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE DEPENDING UPON A BENEFICIAL OWNER'S PARTICULAR SITUATION. BENEFICIAL OWNERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES TO THEM OF THE OWNERSHIP AND**

**DISPOSITION OF THE NOTES, INCLUDING THE TAX CONSEQUENCES UNDER THE TAX LAWS OF THE UNITED STATES, STATES, LOCALITIES, COUNTRIES OTHER THAN THE UNITED STATES AND ANY OTHER TAXING JURISDICTIONS AND THE POSSIBLE EFFECTS OF CHANGES IN SUCH TAX LAWS.**

**STATE, LOCAL AND FOREIGN TAX CONSEQUENCES**

In addition to the U.S. federal income tax consequences described above, prospective investors in the Notes should consider the potential United States state and local tax consequences of the acquisition, ownership and disposition of the Notes and the tax consequences of the law of any non-United States jurisdiction in which they reside or do business. State, local and foreign tax law may differ substantially from the corresponding U.S. federal tax law, and the discussion above does not purport to describe any aspect of the tax law of any state or other jurisdiction. Prospective investors should consult their own tax advisors with respect to such matters.

**LEGAL INVESTMENT**

If prospective investors' investment activities are subject to investment laws and regulations, regulatory capital requirements or review by regulatory authorities, prospective investors may be subject to restrictions on investment in the Notes. Prospective investors should consult legal, tax and accounting advisers for assistance in determining the suitability of and consequences of the purchase, ownership and sale of the Notes.

- The Notes do not represent an interest in and will not be secured by any Reference Pool or any Reference Obligation.
- The Notes will not constitute "mortgage related securities" for purposes of the SMMEA.
- The Notes may be regarded by governmental authorities or others, or under applicable law, as high-risk, derivative, risk-linked or otherwise complex securities.

The Notes should not be purchased by prospective investors who are prohibited from acquiring securities having the foregoing characteristics. In addition, the Notes should not be purchased by prospective investors located in jurisdictions where their purchase of Notes could subject them to the risk of regulation as an insurance or reinsurance company or as otherwise being engaged in an insurance business.

None of the Sponsor, the Initial Purchasers, the Indenture Trustee, the Owner Trustee, the Exchange Administrator or any of their respective affiliates have made or will make any representation as to (i) the proper characterization of the Notes for legal investment or other purposes, (ii) the ability of particular prospective investors to purchase Notes for legal investment or other purposes or (iii) the ability of particular prospective investors to purchase Notes under applicable investment restrictions. Without limiting the generality of the foregoing, none of the Sponsor, the Initial Purchasers, the Indenture Trustee, the Owner Trustee, the Exchange Administrator or any of their respective affiliates have made or will make any representation as to the characterization of the Notes as a United States or non-United States investment under any state insurance code or related regulations. None of the Sponsor, the Initial Purchasers, the Indenture Trustee, the Owner Trustee, the Exchange Administrator or any of their respective affiliates are aware of any published precedent that addresses such characterization. There can be no assurance as to the nature of any advice or other action that may result from such consideration or the effect, if any, such advice or other action resulting from such consideration may have on the Notes.

**EU RETENTION REQUIREMENT**

On the Closing Date, we will enter into the EU Risk Retention Letter pursuant to which we will irrevocably undertake for the benefit of each EU Institutional Investor, in connection with the EU Retention Requirement, on an ongoing basis, so long as any Notes remain outstanding, that:

- (a) we will, as originator (as such term is defined in the EU Securitization Regulation), retain a material net economic interest in the transaction constituted by the issuance of the Notes of not less than 5%

in the form specified in Article 6(3)(a) of the EU Securitization Regulation (i.e., retention of not less than 5% of the nominal value of each of the tranches sold or transferred to such investor) by:

- (i) with respect to Reference Pool A: (A) retaining the credit risk on the Class B-2HA Reference Tranche in an amount such that it will be not less than 5% of the credit risk on the Class B-2A and Class B-2HA Reference Tranches (in the aggregate) (which will take into account the credit risk with respect to the STACR 2017-DNA1 reference pool previously transferred through the issuance of the STACR 2017-DNA1 transaction) and (B) retaining the credit risk on not less than 5% of each of the Class A-HA Reference Tranche, the Class MB-HA Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA1 reference pool previously transferred through the issuance of the STACR 2017-DNA1 transaction and the entering into the ACIS 2017-DNA1 transaction) and the Class B-3HA Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA1 reference pool previously transferred through the issuance of the STACR 2017-DNA1 transaction) and, in the case of any tranching of the Class A-HA Reference Tranche, the Class MB-HA Reference Tranche or the Class B-3HA Reference Tranche, on not less than 5% of each tranche into which the Class A-HA Reference Tranche, the Class MB-HA Reference Tranche or the Class B-3HA Reference Tranche, as applicable, is tranching; is tranching;
- (ii) with respect to Reference Pool B: (A) retaining the credit risk on the Class B-2HB Reference Tranche in an amount such that it will be not less than 5% of the credit risk on the Class B-2B and Class B-2HB Reference Tranches (in the aggregate) (which will take into account the credit risk with respect to the STACR 2017-DNA2 reference pool previously transferred through the issuance of the STACR 2017-DNA2 transaction) and (B) retaining the credit risk on not less than 5% of each of the Class A-HB Reference Tranche, the Class MB-HB Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA2 reference pool previously transferred through the issuance of the STACR 2017-DNA2 transaction and the entering into the ACIS 2017-DNA2 transaction) and the Class B-3HB Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA2 reference pool previously transferred through the issuance of the STACR 2017-DNA2 transaction) and, in the case of any tranching of the Class A-HB Reference Tranche, the Class MB-HB Reference Tranche or the Class B-3HB Reference Tranche, on not less than 5% of each tranche into which the Class A-HB Reference Tranche, the Class MB-HB Reference Tranche or the Class B-3HB Reference Tranche, as applicable, is tranching; is tranching;
- (iii) with respect to Reference Pool C: (A) retaining the credit risk on the Class B-2HC Reference Tranche in an amount such that it will be not less than 5% of the credit risk on the Class B-2C and Class B-2HC Reference Tranches (in the aggregate) and (B) retaining the credit risk on not less than 5% of each of the Class A-HC Reference Tranche, the Class MB-HC Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA3 reference pool previously transferred through the issuance of the STACR 2017-DNA3 transaction and the entering into the ACIS 2017-DNA3 transaction) and the Class B-3HC Reference Tranche and, in the case of any tranching of the Class A-HC Reference Tranche, the Class MB-HC Reference Tranche or the Class B-3HC Reference Tranche, on not less than 5% of each tranche into which the Class A-HC Reference Tranche, the Class MB-HC Reference Tranche or the Class B-3HC Reference Tranche, as applicable, is tranching; and
- (iv) with respect to Reference Pool D: (A) retaining the credit risk on the Class B-2HD Reference Tranche in an amount such that it will be not less than 5% of the credit risk on the Class B-2D and Class B-2HD Reference Tranches (in the aggregate) and (B) retaining the credit risk on not less than 5% of each of the Class A-HD Reference Tranche, the Class MB-HD Reference Tranche (which will take into account the credit risk with respect to the STACR 2018-DNA1 reference pool previously transferred through the issuance of the STACR 2018-DNA1 transaction and the entering into the ACIS 2018-DNA1 transaction) and the Class B-3HD



Reference Tranche and, in the case of any tranching of the Class A-HD Reference Tranche, the Class MB-HD Reference Tranche or the Class B-3HD Reference Tranche, on not less than 5% of each tranche into which the Class A-HD Reference Tranche, the Class MB-HD Reference Tranche or the Class B-3HD Reference Tranche, as applicable, is tranced;

- (b) neither we nor our affiliates will sell, hedge or otherwise mitigate our credit risk under or associated with the Retained Interest or the Reference Obligations, except to the extent permitted in accordance with Article 6 of the EU Securitization Regulation;
- (c) we will take such further action, provide such information and enter into such other agreements as may reasonably be required to satisfy the EU Retention Requirement as of the Closing Date and, solely as regards to the provision of information in our possession or that of our affiliates and to the extent the same is not subject to a duty of confidentiality, any time prior to maturity of the Notes;
- (d) we will confirm our continued compliance with the undertakings set forth in paragraphs (a) and (b) above: (i) on a quarterly basis to the Indenture Trustee in writing for reporting to Holders of the Notes; (ii) where the performance of the Notes or the risk characteristics of the Transaction or of the Reference Obligations materially change; and (iii) following a breach of the obligations included in the Indenture; and
- (e) we will promptly notify the Indenture Trustee in writing if for any reason: (i) we cease to hold the Retained Interest in accordance with paragraph (a) above, or (ii) we or any of our affiliates fails to comply with the covenants set out in paragraphs (b) and (c) above in any way.

Each prospective investor in the Notes is required to independently assess and determine the sufficiency for the purposes of complying with the EU Due Diligence Requirements of the information described above and in this Memorandum generally. None of the Transaction Parties, their respective affiliates or any other person makes any representation or provides any assurance to the effect that the information described above or in this Memorandum is sufficient in all circumstances for the purpose of permitting an EU Institutional Investor to comply with the EU Due Diligence Requirements or any other applicable legal, regulatory, or other requirements in respect of an investment in the Notes.

The Indenture Trustee will not have any obligation to monitor or enforce our compliance with the EU Risk Retention Letter or any risk retention rules or regulations. Prospective investors in the Notes should note that our undertakings under the EU Risk Retention Letter are made as of the date thereof and that the Retained Interest required to be retained by us thereunder will not change in quantum or nature as a consequence of any changes in the EU Due Diligence Requirements. Each prospective investor in the Notes that is subject to the EU Due Diligence Requirements should consult with its own legal, accounting and other advisors and/or its national regulator in determining the extent to which such information is sufficient for such purpose.

We provide additional information for institutional investors located in the European Union on our website at <http://crt.freddiemac.com/eu-investor-resources.aspx>.

See “*Risk Factors — Governance and Regulation — Legislative or Regulatory Actions Could Adversely Affect Our Business Activities and the Reference Pools*”.

## **CERTAIN ERISA CONSIDERATIONS**

If you are:

- a fiduciary of a Plan or
- any other person investing “plan assets” of any Plan,

you will not be permitted to invest in the Notes.

If a Plan acquires a Note, the assets in the Trust will be deemed to be assets of the investing Plan, unless certain exceptions apply. However, we cannot predict in advance, nor can there be any continuing assurance, whether those exceptions may be applicable because of the factual nature of the rules set forth in the regulations of the U.S. Department of Labor promulgated under ERISA, as modified by Section 3(42) of ERISA, describing

what constitutes the assets of a Plan subject to ERISA or Section 4975 of the Code (such Plans, “**ERISA Plans**,” and such regulations, the “**Plan Asset Regulations**”). For example, one of the exceptions in the Plan Asset Regulations states that the underlying assets of an entity will not be considered “plan assets” if less than 25% of the value of each class of equity interests is held by “benefit plan investors,” which include ERISA Plans, as well as certain pooled investment vehicles in which ERISA Plans have invested. This exception is tested, however, immediately after each acquisition of a Note, whether upon initial issuance or in the secondary market.

It is not anticipated that the Notes will meet the requirements of the so-called “underwriter exemptions”; as a result, the relief offered by the underwriter exemptions will not be available for ERISA Plans seeking to invest in the Notes. Consequently, the acquisition or holding of the Notes by an ERISA Plan may result in non-exempt prohibited transactions and the imposition of excise taxes or civil penalties. Accordingly, the Notes may not be acquired by, on behalf of, or with assets of a Plan.

### **Exempt Plan**

A governmental plan as defined in Section 3(32) of ERISA and certain other employee benefit plans and arrangements are not subject to ERISA or Code Section 4975. However, such plans may be subject to Similar Law or other legal restrictions. A fiduciary of any such Plan should make its own determination as to the need for and the availability of any exemptive relief under other laws. A Plan subject to Similar Law is not permitted to purchase the Notes.

**BY ITS INVESTMENT IN A NOTE, THE INVESTOR THEREOF WILL REPRESENT OR WILL BE DEEMED TO REPRESENT AND WARRANT EITHER THAT IT IS NOT AND IS NOT ACTING ON BEHALF OF AN “EMPLOYEE BENEFIT PLAN” AS DEFINED IN SECTION 3(3) OF ERISA, A PLAN DESCRIBED IN SECTION 4975(e)(1) OF THE CODE, AN ENTITY WHICH IS DEEMED TO HOLD THE ASSETS OF ANY SUCH PLAN PURSUANT TO 29 C.F.R. SECTION 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, WHICH EMPLOYEE BENEFIT PLAN, PLAN OR ENTITY IS SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OF THE CODE, OR A GOVERNMENTAL PLAN, CHURCH PLAN OR FOREIGN PLAN WHICH IS SUBJECT TO SIMILAR LAW.**

### **PLACEMENT**

Subject to the terms and conditions set forth in the Note Purchase Agreement, the Initial Purchasers will agree to offer the Notes on a “commercially reasonable best efforts” basis and purchase the Notes they place with investors from the Trust on the Closing Date as principal for resale to investors. The Initial Purchasers will be acting as the Sponsor’s agents in the placing of the Notes with no understanding, express or implied, on the Initial Purchasers’ part of a commitment to purchase or place the Notes. Sales of the Notes may be effected from time to time in one or more negotiated transactions or otherwise at varying prices to be determined at the time of sale. In addition, at the option of the Sponsor, sales of the Notes may also be effected pursuant to an auction process, the procedures and parameters of which may not be communicated to potential investors in advance of pricing. Upon the completion of any such auction, the Notes will be allocated to investors in accordance with, and based on, prices bid, terms of the bid and any other factors communicated to the bidders participating in any such auction. We have agreed in the Note Purchase Agreement to indemnify the Initial Purchasers against certain liabilities.

The Notes may be offered and sold outside of the United States, within the United States or simultaneously outside of and within the United States, only where it is legal to make such offers and sales. The Initial Purchasers have represented and agreed that, subject to compliance by the other transaction parties, they have complied and will comply with all applicable laws and regulations in each jurisdiction in which or from which they may purchase, offer, sell or deliver any Notes or distribute this Memorandum or any other offering material. The Initial Purchasers also have agreed to comply with the selling restrictions relating to the jurisdictions set forth in Appendix A to this Memorandum.

The Notes are being offered only in transactions exempt from the registration requirements of the Securities Act as set forth below under “*Notice to Investors.*”

The Notes have not been registered under the Securities Act or registered or qualified under any applicable state securities laws, and none of the Trust, us, the Indenture Trustee, the Owner Trustee or any other person is required to so register or qualify the Notes or to provide registration rights to any investor therein. There currently is no secondary market for the Notes, and there can be no assurance that such a market will develop or, if it does develop, that it will continue or will provide investors with a sufficient level of liquidity of investment. While the Initial Purchasers intend to make a market in the Notes, they may discontinue or limit such activities at any time. In addition, the liquidity of the Notes may be affected by present uncertainties and future unfavorable developments concerning legal investment. Consequently, investors should be aware that they may be required to bear the financial risks of an investment in the Notes for an indefinite period of time.

## NOTICE TO INVESTORS

The Notes have not been registered under the Securities Act and may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Each purchaser of a Note will be deemed to acknowledge, represent to and agree with the Trust, the Sponsor, the Initial Purchasers, the Indenture Trustee and the Exchange Administrator as follows:

1. It is either (i) a QIB that is aware that the sale of the Notes to it will be made in reliance on Rule 144A of the Securities Act and is acquiring the Notes for its own account or for the account of another QIB, and as to each of which the purchaser exercises sole investment discretion, and in a principal amount of not less than the minimum denomination of such Note for the purchaser and for each such account or (ii) not a “U.S. person” and acquired the Note in an “off-shore transaction,” as such terms are defined in, and in accordance with, Regulation S under the Securities Act. The Notes at any time may only be held by or on behalf of any person that is either (i) a QIB or (ii) not a “U.S. person” and that acquired the related Note in an “off-shore transaction,” as such terms are defined in, and in accordance with, Regulation S under the Securities Act. Any purported transfer of the Notes to a purchaser that does not comply with the requirements of this paragraph shall be null and void *ab initio*. The Trust may sell any Notes acquired in violation of the foregoing at the cost and risk of the purported purchaser.

2. It acknowledges that none of the Sponsor, the Trust, the Initial Purchasers or any person representing the Sponsor, the Trust or the Initial Purchasers has made any representation to it with respect to the Sponsor or the offering or sale of the Notes, other than the information contained in this Memorandum, which Memorandum has been delivered to it and upon which it is relying in making its investment decision with respect to the Notes. It acknowledges that it has received this Memorandum and all additional information considered by it to be necessary to verify the accuracy of or to supplement the information herein and that it has been afforded an opportunity to review the Memorandum and all such additional information. It understands and agrees that any information provided to it prior to the delivery of the Memorandum is superseded by the information herein. It has had access to such financial and other information concerning the Trust, the Sponsor, the Indenture Trustee and the Notes as it has deemed necessary or appropriate in connection with its decisions to purchase the Notes, including an opportunity to ask questions of and receive information from the Sponsor regarding any such matters. Further, it understands that the information contained in this Memorandum and all such additional information, as well as all information to be received by it as a Noteholder, is confidential and agrees to keep such information confidential and in accordance with all applicable federal and state securities laws and regulations (a) by not disclosing any such information other than to a person who needs to know such information and who has agreed to keep such information confidential and (b) by not using any such information other than for the purpose of evaluating an investment in the Notes; provided, however, that any such information may be disclosed as required by applicable law if the Sponsor is given written notice of such requirement sufficient to enable the Sponsor to seek a protective order or other appropriate remedy in advance of disclosure.

3. It acknowledges that the Trust, the Sponsor, the Trust, the Initial Purchasers, the Custodian, the Investment Manager, the Administrator, the Owner Trustee, the Indenture Trustee and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that, if any of the acknowledgments, representations or agreements deemed to have been made by it by its purchase of the Notes were not accurate when made, it will promptly so notify the party from which it purchased the Notes, the Trust, the Indenture Trustee and the Sponsor. If it is acquiring any Notes as a fiduciary or agent for one or more

investor accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account. It understands that the Indenture Trustee may receive a list of participants holding positions in the Notes from one or more book-entry depositories.

4. It understands and acknowledges that the Notes have not been registered under the Securities Act or any other applicable securities laws and that (A) the Notes may be offered, sold pledged or otherwise transferred only to a person that is either (i) a QIB in a transaction meeting the requirements of Rule 144A under the Securities Act, subject to the applicable state securities laws of any State of the United States or any other applicable jurisdiction or (ii) not a “U.S. person” and that acquired the Note in an “off-shore transaction,” as such terms are defined in, and in accordance with, Regulation S under the Securities Act and (B) the purchaser will, and each subsequent holder is required to, notify any subsequent purchaser from it of the resale restrictions set forth in (A) above. It understands that each holder of a Note, by virtue of its acceptance thereof, assents to, and agrees to be bound by, the terms, provisions and conditions of the Indenture including those relating to the above-described transfer restrictions. It will not transfer any Note except in accordance with applicable law, the above-described transfer restrictions and such other terms, provisions and conditions of the Indenture as may be applicable thereto.

5. It understands that an investment in the Notes involves certain risks, including the risk of loss of all or a substantial part of its investment under certain circumstances. The purchaser has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Notes, and the purchaser and any accounts for which it is acting are each able to bear the economic risk of the holder’s or of its investment.

6. In connection with the purchase of the Notes (a) none of the Trust, the Initial Purchasers, the Indenture Trustee nor the Sponsor is acting as a fiduciary or financial or investment advisor for the purchaser; (b) the purchaser is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of any of the parties listed in (a) above other than in the most current private placement memorandum for such Notes and any representations set forth in a written agreement with such party; (c) none of the parties listed in (a) above has given to the purchaser (directly or indirectly through any other person) any assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (including legal, regulatory, tax, financial, accounting, or otherwise) of its purchase or the documentation for such Notes; (d) the purchaser has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent it has deemed necessary and that the investment by it is within its powers and authority, is permissible under applicable laws governing such purchase, has been duly authorized by it and complies with applicable securities laws and other laws and regulations, and it has made its own investment decisions (including decisions regarding the suitability of any transactions pursuant to the Indenture) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Trust, the Initial Purchasers, the Indenture Trustee or the Sponsor; (e) the purchaser has determined that the rates, prices or amounts and other terms of the purchase and sale of such Notes reflect those in the relevant market for similar transactions; (f) the purchaser is purchasing such Notes with a full understanding of all the terms, conditions and risks thereof (economic and otherwise), and is capable of assuming and willing to assume (financially and otherwise) these risks; and (g) the purchaser is a sophisticated investor familiar with transactions similar to its investment in such Notes.

7. It will not, at any time, offer to buy or offer to sell the Notes by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or at a seminar or meeting whose attendees have been invited by general solicitations or advertising.

8. It is not purchasing the Notes with a view to resale, distribution or other disposition thereof in violation of the Securities Act.

9. It acknowledges that the Notes do not represent deposits with or other liabilities of the Initial Purchasers, the Indenture Trustee, the Sponsor or any entity related to any of them or any other purchaser of Notes. Unless otherwise expressly provided herein, each of the Trust, the Initial Purchasers, the Indenture Trustee, the Sponsor,

any entity related to any of them and any other purchaser of Notes will not, in any way, be responsible for or stand behind the capital value or the performance of the Notes or the assets held by the Trust. The purchaser acknowledges that purchase of Notes involves investment risks including prepayment and interest rate risks, possible delay in repayment and loss of income and principal invested. The purchaser has considered carefully, in the light of its own financial circumstances and investment objectives, all the information set forth herein and, in particular, the risk factors described in this Memorandum.

10. It acknowledges that each Book-Entry Note will contain a legend substantially to the following effect and agrees to the provisions set forth in such legend:

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUST OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY DISTRIBUTION IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

It acknowledges that each Note will contain a legend substantially to the following effect and agrees to the provisions set forth in such legend:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND MAY NOT BE RESOLD OR TRANSFERRED UNLESS IT IS REGISTERED PURSUANT TO SUCH ACT AND LAWS OR IS SOLD OR TRANSFERRED IN TRANSACTIONS WHICH ARE EXEMPT FROM REGISTRATION UNDER SUCH ACT AND UNDER APPLICABLE STATE LAW AND IS TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF THE INDENTURE.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES (A) TO OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE ONLY TO A PERSON THAT IS EITHER (1) A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A OF THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER OR (2) NOT A "U.S. PERSON" AND THAT ACQUIRED THE NOTE IN AN "OFF-SHORE TRANSACTION," AS SUCH TERMS ARE DEFINED IN, AND IN ACCORDANCE WITH, REGULATION S UNDER THE SECURITIES ACT, IN A PRINCIPAL AMOUNT OF NOT LESS THAN \$10,000 AND IN GREATER WHOLE NUMBER DENOMINATIONS OF \$1 IN EXCESS THEREOF, TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A OF THE SECURITIES ACT OR REGULATION S, AS APPLICABLE, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ANY OTHER APPLICABLE JURISDICTIONS AND (C) THAT IT WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER FROM IT OF THIS NOTE OF THE RESALE RESTRICTIONS SET FORTH IN (A) AND (B) ABOVE.

EACH PURCHASER OF THIS NOTE WILL BE DEEMED TO HAVE MADE THE FOLLOWING REPRESENTATIONS: THE PURCHASER IS [FOR A NOTE SOLD UNDER RULE 144A: A QUALIFIED INSTITUTIONAL BUYER][FOR A NOTE SOLD UNDER REGULATION S: NOT A "U.S. PERSON" AND ACQUIRED THIS NOTE IN AN "OFF-SHORE TRANSACTION," AS SUCH TERMS ARE DEFINED IN, AND IN ACCORDANCE WITH, REGULATION S UNDER THE SECURITIES ACT]; AND THE PURCHASER UNDERSTANDS THAT THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE AND FOREIGN SECURITIES LAWS, THIS NOTE IS A "RESTRICTED SECURITY" WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT, ANY OFFER, RESALE, PLEDGE OR



OTHER TRANSFER OF THIS NOTE WILL BE SUBJECT TO VARIOUS TRANSFER RESTRICTIONS, AND MAY NOT BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IN ANY PARTICULAR JURISDICTION EXCEPT IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THAT JURISDICTION. ANY SALE OR TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE INDENTURE TRUSTEE OR ANY INTERMEDIARY, IF AT ANY TIME THE INDENTURE TRUSTEE OBTAINS ACTUAL KNOWLEDGE OR IS NOTIFIED THAT THE HOLDER OF SUCH BENEFICIAL INTEREST IN SUCH NOTE WAS IN BREACH, AT THE TIME GIVEN, OF ANY OF THE ABOVE REPRESENTATIONS, THE INDENTURE TRUSTEE MAY CONSIDER THE ACQUISITION OF THIS NOTE OR SUCH INTEREST IN THIS NOTE VOID AND REQUIRE THAT THIS NOTE OR SUCH INTEREST HEREIN BE TRANSFERRED TO A PERSON DESIGNATED BY THE TRUST.

THIS NOTE IS AN OBLIGATION OF THE TRUST ONLY. THIS NOTE, INCLUDING ANY INTEREST THEREON, IS NOT GUARANTEED BY THE UNITED STATES AND DOES NOT CONSTITUTE A DEBT OR OBLIGATION OF THE UNITED STATES OR ANY AGENCY OR INSTRUMENTALITY OF THE UNITED STATES OTHER THAN THE TRUST

11. In the case of a Note sold outside of the United States of America, its territories and possessions to a person that is not a "U.S. person" in reliance on Regulation S under the Securities Act prior to the date that is 40 days after the later of (i) the commencement of the offering of the Notes to persons other than distributors in reliance on Regulation S under the Securities Act and (ii) the date of closing of the offering of the Notes, such purchaser acknowledges that such Note will contain a legend substantially to the following effect and agrees to the provisions set forth in such legend:

PRIOR TO THE DATE THAT IS 40 DAYS AFTER THE LATER OF (A) THE COMMENCEMENT OF THE OFFERING TO PERSONS OTHER THAN DISTRIBUTORS IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT AND (B) THE DATE OF CLOSING OF THE OFFERING, THIS NOTE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO A U.S. PERSON WITHIN THE MEANING OF RULE 902(k) OF REGULATION S UNDER THE SECURITIES ACT EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. NO BENEFICIAL OWNERS OF THIS NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF PRINCIPAL OR INTEREST HEREON UNLESS THE REQUIRED CERTIFICATIONS HAVE BEEN DELIVERED PURSUANT TO THE TERMS OF THE INDENTURE.

12. Each Note will bear a legend substantially to the following effect:

**FURTHER, THIS NOTE MAY NOT BE SOLD OR TRANSFERRED TO ANY PLAN SUBJECT TO THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR TO ANY PERSON OR ENTITY ACTING ON BEHALF OF OR USING OR DEEMED TO BE USING "PLAN ASSETS" OF ANY SUCH PLAN, INCLUDING AN INSURANCE COMPANY GENERAL ACCOUNT, OR TO A GOVERNMENTAL OR CHURCH PLAN OR FOREIGN PLAN WHICH IS SUBJECT TO ANY FOREIGN, UNITED STATES FEDERAL, STATE OR LOCAL LAW THAT IS SIMILAR TO ERISA OR SECTION 4975 OF THE CODE ("SIMILAR LAW"). ACCORDINGLY, EACH TRANSFEREE OF AN INTEREST HEREIN HEREBY IS DEEMED TO REPRESENT AND WARRANT BY ACQUISITION OF SUCH NOTE THAT IT IS NOT AND IS NOT ACTING ON BEHALF OF AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF ERISA, A PLAN DESCRIBED IN SECTION 4975(e)(1) OF THE CODE, AN ENTITY WHICH IS DEEMED TO HOLD THE ASSETS OF ANY SUCH PLAN PURSUANT TO 29 C.F.R. SECTION 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, WHICH PLAN OR ENTITY IS SUBJECT TO TITLE I OF ERISA OR SECTION 4975 OF THE CODE OR A GOVERNMENTAL OR CHURCH PLAN OR FOREIGN PLAN WHICH IS SUBJECT TO ANY SIMILAR LAW.**

## **Notice to Canadian Investors**

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the Initial Purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

## **RATINGS**

The Notes will be not be rated and we have no obligation to obtain ratings for the Notes in the future.

## **LEGAL MATTERS**

Our General Counsel or one of our Deputy General Counsels will render an opinion on the legality of the Notes. Certain tax matters with respect to the Notes will be passed upon for the Trust by Shearman & Sterling LLP. Cadwalader, Wickersham & Taft LLP will deliver certain opinions on other legal matters.

## GLOSSARY OF SIGNIFICANT TERMS

Whenever used in this Memorandum, the following words and phrases have the following meanings, unless the context otherwise requires.

**“2016 Servicing Rules”** means certain final rules released by CFPB in August 2016.

**“Account Control Agreement”** means the Account Control Agreement dated as of the Closing Date between the Trust, the Indenture Trustee and the Custodian, as the same may be amended, supplemented or modified from time to time.

**“Accounting Net Yield”** with respect to each Reference Obligation and any Payment Date, means the related mortgage rate less the related servicing fee rate.

**“Accrual Period”** with respect to each Payment Date, means the period beginning on and including the prior Payment Date (or, in the case of the first Payment Date, the Closing Date) and ending on and including the day preceding such Payment Date.

**“ACE”** means our proprietary automated collateral evaluation.

**“ACIS 2017-DNA1”** means the Agency Credit Insurance Structure (ACIS) transaction commonly known as ACIS 2017-DNA1.

**“ACIS 2017-DNA2”** means the Agency Credit Insurance Structure (ACIS) transaction commonly known as ACIS 2017-DNA2.

**“ACIS 2017-DNA3”** means the Agency Credit Insurance Structure (ACIS) transaction commonly known as ACIS 2017-DNA3.

**“ACIS 2018-DNA1”** means the Agency Credit Insurance Structure (ACIS) transaction commonly known as ACIS 2018-DNA1.

**“Additional Collateral”** means, all of the Trust’s right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Collateral Administration Agreement and Capital Contribution Agreement and all payments to the Trust thereunder or with respect thereto, (b) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing and (c) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust described in the preceding clauses.

**“Administration Agreement”** means the Administration Agreement dated as of the Closing Date among the Indenture Trustee, the Custodian, the Exchange Administrator, the Investment Manager, the Owner Trustee, the Trust, the Sponsor and the Administrator, as the same may be amended, supplemented or modified from time to time.

**“Administrator”** means the administrator pursuant to the Administration Agreement. On the Closing Date, the Administrator will be Freddie Mac.

**“Affiliate”** with respect to a specified person, means a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

**“ALTA”** means American Land Title Association.

**“Article 7”** means Article 7 of the EU Securitization Regulation.

**“Article 9”** means Article 9 of the UCC.

**“Article 50”** means Article 50 of the Treaty on European Union.

**“ATR Rules”** mean the Ability to Repay Rules, which amend Regulation Z to require that creditors make a good faith determination that a consumer will have a reasonable ability to repay a residential mortgage loan according to its terms.

**“AUS”** means an automated underwriting system.

**“Authenticating Agent”** means the authenticating agent pursuant to the Indenture. On the Closing Date, the Authenticating Agent will be U.S. Bank.

**“AVM”** means automated valuation model.

**“Basic Documents”** means the Trust Agreement, the Notes, the Owner Certificate, the Indenture, the Collateral Administration Agreement, the Capital Contribution Agreement, the Administration Agreement, the Account Control Agreement, the Investment Management Agreement, the Note Purchase Agreement and each other document to which the Trust is or may become a party, in each case as the same may be amended, supplemented or modified from time to time.

**“Beneficial Owner”** means, individually and collectively, a U.S. Beneficial Owner and a Non-U.S. Beneficial Owner.

**“BlackRock”** means BlackRock Financial Management, Inc.

**“BofA Securities”** means BofA Securities, Inc.

**“Book-Entry Notes”** means global notes in book-entry form held through the book-entry system of DTC, Euroclear or Clearstream, as applicable.

**“BPO”** means a broker price opinion.

**“Business Day”** means a day other than (i) a Saturday or Sunday; or (ii) a day on which the offices of Freddie Mac, the corporate trust offices of the Owner Trustee, the corporate trust offices of the Indenture Trustee or Exchange Administrator, DTC, or the banking institutions in the City of New York are authorized or obligated by law or executive order to be closed.

**“Canadian Purchaser”** means any purchaser of a Note who is located or resident in Canada or otherwise subject to the laws of Canada or who is purchasing for a principal who is located or resident in Canada or otherwise subject to the laws of Canada.

**“Canadian Securities Laws”** means all applicable securities laws, regulations, rules, instruments, rulings and orders, including those applicable in each of the provinces and territories of Canada.

**“Capital Contribution Agreement”** means the Capital Contribution Agreement dated as of the Closing Date among the Trust, the Indenture Trustee and us, as the same may be amended, supplemented or modified from time to time.

**“Capital Contribution Amount”** with respect to each Payment Date, means the sum of the Index Component Contribution plus the Investment Liquidation Contribution for such Payment Date.

**“CastleOak”** means CastleOak Securities, L.P.

**“CER” or “Credit Event Rate”** with respect to each Reference Pool, means a rate based on an assumption that a constant rate of Corresponding Reference Obligations become Credit Event Reference Obligations each month relative to the then-outstanding aggregate principal balance of the Corresponding Reference Obligations.

**“CERCLA”** means the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

**“CFPB”** means the Consumer Financial Protection Bureau.

**“CFPB Director’s Letter”** means the letter released by the Director of the CFPB on December 19, 2015.

**“CFTC”** means the Commodity Futures Trading Commission.

**“Citigroup”** means Citigroup Global Markets Inc.

**“Class”** means, individually and collectively, the Exchangeable Classes, the MAC Class and/or the classes of Reference Tranches.

**“Class B-3H Reference Tranche”** means, individually and collectively, (i) with respect to Reference Pool A, the Class B-3HA Reference Tranche, (ii) with respect to Reference Pool B, the Class B-3HB Reference Tranche,

(iii) with respect to Reference Pool C, the Class B-3HC Reference Tranche and (iv) with respect to Reference Pool D, the Class B-3HD Reference Tranche.

**“Class MB-H Reference Tranche”** means, individually and collectively, (i) with respect to Reference Pool A, the Class MB-HA Reference Tranche, (ii) with respect to Reference Pool B, the Class MB-HB Reference Tranche, (iii) with respect to Reference Pool C, the Class MB-HC Reference Tranche and (iv) with respect to Reference Pool D, the Class MB-HD Reference Tranche.

**“Class Coupon”** means the applicable per annum interest rate for each Class of Notes, each Class MB-H Reference Tranche and each Class B-3H Reference Tranche, which will be equal to: (x) for the first Accrual Period, the per annum interest rate shown for such Class under the column “Initial Class Coupon” in Table 1 and (y) for all other Accrual Periods, the sum of (a) One-Month LIBOR plus (b) the margin shown for such Class in Table 1.

**“Class Notional Amount”** with respect to each Class of Reference Tranche as of any Payment Date, means the notional principal amount on such Payment Date which amount will equal the initial Class Notional Amount of such Class of Reference Tranche, *minus* the aggregate amount of Senior Reduction Amounts and/or Subordinate Reduction Amounts allocated to such Class of Reference Tranche on such Payment Date and all prior Payment Dates, *minus* the aggregate amount of Tranche Write-down Amounts allocated to reduce the Class Notional Amount of such Class of Reference Tranche on such Payment Date and on all prior Payment Dates, *minus* the aggregate amount of Notes Retirement Amounts paid, if any, by the Trust to Freddie Mac to retire any portion of the Corresponding Class of Notes on such Payment Date and on all prior Payment Dates, *plus* the aggregate amount of Tranche Write-up Amounts allocated to increase the Class Notional Amount of such Class of Reference Tranche on such Payment Date and on all prior Payment Dates and *plus*, in the case of each of the Class B-2HA, Class B-2HB, Class B-2HC and Class B-2HD Reference Tranches, the aggregate amount of Notes Retirement Amounts allocated to reduce the Class Notional Amount of the Class B-2A, Class B-2B, Class B-2C and Class B-2D Reference Tranches, respectively. For the avoidance of doubt, no Tranche Write-up Amount or Tranche Write-down Amount will be applied twice on the same Payment Date.

**“Class Principal Balance”** means, individually and collectively, as of any Payment Date:

(1) with respect to each Class of Exchangeable Notes, the maximum dollar amount of principal to which the Holders of such Class of Notes are then entitled, with such amount being equal to the original Class Principal Balance of such Class of Notes, *minus* the aggregate amount of principal paid by the Trust on such Class of Notes on such Payment Date and all prior Payment Dates, *minus* the aggregate amount of Notes Retirement Amounts paid, if any, by the Trust to us on such Payment Date and all prior Payment Dates to retire any portion of such Class of Notes, *minus* the aggregate amount of Tranche Write-down Amounts allocated to reduce the Class Principal Balance of such Class of Notes on such Payment Date and on all prior Payment Dates, and *plus* the aggregate amount of Tranche Write-up Amounts allocated to increase the Class Principal Balance of such Class of Notes on such Payment Date and on all prior Payment Dates (in each case without regard to any exchanges of Exchangeable Notes for MAC Notes); and

(2) with respect to each outstanding MAC Note, an amount equal to the outstanding Class Principal Balance or aggregate outstanding Class Principal Balance as of such Payment Date of the portion or portions of the related Class of Exchangeable Notes that were exchanged for such MAC Note.

**“Class Redemption Date”** means the Payment Date on which a Class of Notes is to be redeemed, which date is concurrent with the Partial Termination Date with respect to the Corresponding Reference Pool.

**“Clearance System”** means, individually and collectively, Euroclear and Clearstream.

**“Clearstream”** means Clearstream Banking, société anonyme, which holds securities for its participants and facilitates the clearance and settlement of securities transactions between its participants through electronic book-entry changes in accounts of its participants.

**“Closing Date”** means December 17, 2019.

**“CLTV”** means combined loan-to-value, which with respect to each Reference Obligation, is a ratio, expressed as a percentage, obtained by dividing (a) the amount of all known outstanding loans at origination by (b) the



value of the mortgaged property. This term is used in the risk factors, the appendices and our loan level disclosure. It is also referred to as TLTV.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Collateral”** means, collectively, the Additional Collateral and the Secured Collateral.

**“Collateral Administration Agreement”** means the Collateral Administration Agreement dated as of the Closing Date among the Trust, the Indenture Trustee and us, as the same may be amended, supplemented or modified from time to time.

**“Collateral Representation and Warranty Relief”** means immediate relief granted to the sellers by us from their obligations for breaches of representations and warranties relating to property value, condition and/or marketability subject to and in accordance with certain conditions set forth in the Guide.

**“Combination”** means the available modifications and combination of Exchangeable Notes and MAC Notes as shown in Table 2.

**“Committee Report”** means the Conference Committee Report accompanying the Tax Reform Act of 1986.

**“Commodity Exchange Act”** means the Commodity Exchange Act, 7 U.S.C. 1 *et seq.*

**“Common Depositary”** means the common depositary for Euroclear, Clearstream and/or any other applicable clearing system, which will hold Common Depositary Notes on behalf of Euroclear, Clearstream and/or any such other applicable clearing system.

**“Common Depositary Notes”** means Notes that are deposited with a Common Depositary and that will clear and settle through the systems operated by Euroclear, Clearstream and/or any such other applicable clearing system other than DTC.

**“Conservation Act”** means the Asset Conservation, Lender Liability and Deposit Insurance Act of 1996.

**“Conservator”** means FHFA in its capacity as conservator of Freddie Mac.

**“Conservatorship Scorecard”** means the annual scorecard issued by the Conservator.

**“Corresponding Class A-H Reference Tranche”** means with respect to (i) Reference Pool A, the Class A-HA Reference Tranche, (ii) Reference Pool B, the Class A-HB Reference Tranche, (iii) Reference Pool C, the Class A-HC Reference Tranche and (iv) Reference Pool D, the Class A-HD Reference Tranche.

**“Corresponding Class B-2 Reference Tranche”** means with respect to (i) Reference Pool A, the Class B-2A Reference Tranche, (ii) Reference Pool B, the Class B-2B Reference Tranche, (iii) Reference Pool C, the Class B-2C Reference Tranche and (iv) Reference Pool D, the Class B-2D Reference Tranche.

**“Corresponding Class B-2H Reference Tranche”** means with respect to (i) Reference Pool A, the Class B-2HA Reference Tranche, (ii) Reference Pool B, the Class B-2HB Reference Tranche, (iii) Reference Pool C, the Class B-2HC Reference Tranche and (iv) Reference Pool D, the Class B-2HD Reference Tranche.

**“Corresponding Class B-3H Reference Tranche”** means with respect to (i) Reference Pool A, the Class B-3HA Reference Tranche, (ii) Reference Pool B, the Class B-3HB Reference Tranche, (iii) Reference Pool C, the Class B-3HC Reference Tranche and (iv) Reference Pool D, the Class B-3HD Reference Tranche.

**“Corresponding Class MB-H Reference Tranche”** means with respect to (i) Reference Pool A, the Class MB-HA Reference Tranche, (ii) Reference Pool B, the Class MB-HB Reference Tranche, (iii) Reference Pool C, the Class MB-HC Reference Tranche and (iv) Reference Pool D, the Class MB-HD Reference Tranche.

**“Corresponding Class of Notes”** means with respect to (i) Reference Pool A and the Class B-2A Reference Tranche, the Class B-2A Notes, (ii) Reference Pool B and the Class B-2B Reference Tranche, the Class B-2B Notes, (iii) Reference Pool C and the Class B-2C Reference Tranche, the Class B-2C Notes and (iv) Reference Pool D and the Class B-2D Reference Tranche, the Class B-2D Notes.

**“Corresponding Class of Reference Tranche”** means with respect to (i) the Class B-2A Notes, the Class B-2A Reference Tranche, (ii) the Class B-2B Notes, the Class B-2B Reference Tranche, (iii) the Class B-2C Notes, the Class B-2C Reference Tranche and (iv) the Class B-2D Notes, the Class B-2D Reference Tranche.

**“Corresponding Reference Obligation”** with respect to each Reference Pool, means any Reference Obligation in such Reference Pool.

**“Corresponding Reference Pool”** means with respect to (i) the Class B-2A Notes and the Reference Tranches related to Reference Pool A, Reference Pool A, (ii) the Class B-2B Notes and the Reference Tranches related to Reference Pool B, Reference Pool B, (iii) the Class B-2C Notes and the Reference Tranches related to Reference Pool C, Reference Pool C and (iv) the Class B-2D Notes and the Reference Tranches related to Reference Pool D, Reference Pool D.

**“CPO”** means a “commodity pool operator” as defined under the Commodity Exchange Act.

**“CPR”** or **“Constant Prepayment Rate”** means a rate based on an assumption that the outstanding principal balance of a pool of mortgage loans prepays at a specified constant annual rate.

**“Credit Event”** with respect to any Payment Date on or before the Termination Date and any Reference Obligation, means the first to occur of any of the following events with respect to such Reference Obligation being reported by the applicable servicer to us during the related Reporting Period: (i) a short sale with respect to the related mortgaged property is settled, (ii) a related seriously delinquent mortgage note is sold prior to foreclosure, (iii) the mortgaged property that secured the related mortgage note is sold to a third party at a foreclosure sale, (iv) an REO disposition occurs or (v) the related mortgage note is charged off. With respect to any Credit Event Reference Obligation, there can only be one occurrence of a Credit Event; provided that one additional separate Credit Event can occur with respect to each instance of such Credit Event Reference Obligation becoming a Reversed Credit Event Reference Obligation.

**“Credit Event Amount”** with respect to each Reference Pool and any Payment Date, means the aggregate amount of the Credit Event UPBs of all Credit Event Reference Obligations in such Reference Pool for the related Reporting Period.

**“Credit Event Net Gain”** with respect to each Credit Event Reference Obligation and any Payment Date, means an amount equal to the excess, if any, of:

- (a) the related Net Liquidation Proceeds; over

- (b) the sum of:

- (i) the related Credit Event UPB;

- (ii) the total amount of prior principal forgiveness modifications, if any, on such Credit Event Reference Obligation; and

- (iii) delinquent accrued interest on such Credit Event Reference Obligation, calculated at the related Current Accrual Rate from the related last paid interest date through the date we determine such Reference Obligation has been reported as a Credit Event Reference Obligation.

**“Credit Event Net Loss”** with respect to each Credit Event Reference Obligation and any Payment Date, means an amount equal to the excess, if any, of:

- (a) the sum of:

- (i) the related Credit Event UPB;

- (ii) the total amount of prior principal forgiveness modifications, if any, on such Credit Event Reference Obligation; and

- (iii) delinquent accrued interest thereon, calculated at the related Current Accrual Rate from the related last paid interest date through the date we determine such Reference Obligation has been reported as a Credit Event Reference Obligation, over

- (b) the related Net Liquidation Proceeds.

**“Credit Event Reference Obligation”** with respect to any Payment Date, means any Reference Obligation with respect to which a Credit Event has occurred during the related Reporting Period.

**“Credit Event Sensitivity Tables”** means the tables set forth in *“Prepayment and Yield Considerations — Yield Considerations with respect to the Notes — Credit Event Sensitivity Tables”*.

**“Credit Event UPB”** with respect to any Credit Event Reference Obligation, means the UPB thereof as of the end of the Reporting Period related to the Payment Date on which it became a Credit Event Reference Obligation.

**“Credit Score”** means a number reported by a credit bureau, based on statistical models, that summarizes an individual’s credit record.

**“Credit Suisse”** means Credit Suisse Securities (USA) LLC.

**“Cumulative Net Loss Percentage”** with respect to each Reference Pool and any Payment Date, means a percentage equal to (i) the Principal Loss Amount for such Reference Pool for such Payment Date and all prior Payment Dates less the Principal Recovery Amount for such Reference Pool for such Payment Date and all prior Payment Dates; divided by (ii) the aggregate unpaid principal balance of the Corresponding Reference Obligations as of the Cut-off Date.

**“Cumulative Net Loss Test”** with respect to each Reference Pool and any Payment Date, means a test that will be satisfied if the Cumulative Net Loss Percentage for such Reference Pool does not exceed the applicable percentage indicated below:

<b>Payment Date occurring in the period</b>	<b>Percentage</b>
January 2020 to December 2020 .....	0.10%
January 2021 to December 2021 .....	0.20%
January 2022 to December 2022 .....	0.30%
January 2023 to December 2023 .....	0.40%
January 2024 to December 2024 .....	0.50%
January 2025 to December 2025 .....	0.60%
January 2026 to December 2026 .....	0.70%
January 2027 to December 2027 .....	0.80%
January 2028 to December 2028 .....	0.90%
January 2029 to December 2029 .....	1.00%
January 2030 to December 2030 .....	1.10%
January 2031 to December 2031 .....	1.20%
January 2032 and thereafter .....	1.30%

**“Cumulative Note Write-down Amount Tables”** means the tables set forth in *“Prepayment and Yield Considerations — Yield Considerations with respect to the Notes — Cumulative Note Write-down Amount Tables”*.

**“Current Accrual Rate”** with respect to each Reference Obligation and any Payment Date, the lesser of (i) the related current Accounting Net Yield; and (ii) the related current mortgage rate thereon (as adjusted for any modifications) minus 0.35%.

**“Custodian”** means the custodian pursuant to the Account Control Agreement. On the Closing Date, the Custodian will be U.S. Bank.

**“Custodian Account”** means, an Eligible Account designated as the “Custodian Account” established and maintained by the Custodian pursuant to the Indenture and the Account Control Agreement in the name of the Trust, subject to the lien of the Indenture Trustee, for the benefit of the Secured Parties, in each case as their interests may appear.

**“Cut-off Date”** means the close of business on October 31, 2019.

**“Cut-off Date Balance”** means (i) with respect to Reference Pool A, \$23,359,978,087, which is the aggregate UPB of the Reference Obligations in Reference Pool A as of the Cut-off Date; (ii) with respect to Reference Pool B, \$43,759,540,474, which is the aggregate UPB of the Reference Obligations in Reference Pool B as of the Cut-off Date; (iii) with respect to Reference Pool C, \$41,790,846,332, which is the aggregate UPB of the Reference Obligations in Reference Pool C as of the Cut-off Date; and (iv) with respect to Reference Pool D, \$26,230,612,115, which is the aggregate UPB of the Reference Obligations in Reference Pool D as of the Cut-off Date.

**“Day Count Fraction”** means the percentage equivalent of a fraction, the numerator of which is the actual number of days in the related Accrual Period and the denominator of which is 360.

**“Declining Balances Tables”** means the tables set forth in *“Prepayment and Yield Considerations — Weighted Average Lives of the Notes — Declining Balances Tables”*.

**“Deficiency Amount”** means the amount, if any, by which our total liabilities exceed our total assets, as reflected on our GAAP balance sheet for the applicable fiscal quarter.

**“Definitive Notes”** means fully-registered Notes in definitive form.

**“Delaware Trust Statute”** means Chapter 38 of Title 12 of the Delaware Code, 12 *Del. Code* § 3801 *et seq.*, as the same may be amended from time to time.

**“Delinquency Test”** with respect to each Reference Pool and any Payment Date, means a test that will be satisfied if:

(a) the sum of the Distressed Principal Balance for such Reference Pool for the current Payment Date and each of the preceding five Payment Dates, divided by six or, in the case of any Payment Date prior to the sixth Payment Date after the Closing Date, the sum of the Distressed Principal Balance for such Reference Pool for the current Payment Date and each of the preceding Payment Dates, divided by the number of Payment Dates since the Closing Date,

is less than

(b) 50% of the amount by which (i) the product of (x) the Subordinate Percentage for such Reference Pool and (y) the aggregate UPB of the Corresponding Reference Obligations as of the preceding Payment Date exceeds (ii) the Principal Loss Amount for such Reference Pool for the current Payment Date.

**“Designated Page”** means Bloomberg L.P.’s page “BBAM”, or any other page that may replace page BBAM on that service or any other service that ICE nominates as the information vendor to display ICE’s interest settlement rates for deposits in U.S. dollars.

**“Distressed Principal Balance”** with respect to each Reference Pool and any Payment Date, means the sum, without duplication, of the UPB of Corresponding Reference Obligations that meet any of the following criteria:

- (a) Reference Obligations that are 60 days or more delinquent;
- (b) Reference Obligations that are in foreclosure, bankruptcy, or REO status; or
- (c) Reference Obligations that were modified in the 12 months preceding the end of the related Reporting Period.

**“Distribution Account”** means, an Eligible Account designated as the “Distribution Account”, and established in the name of the Indenture Trustee pursuant to the Indenture in which the following amounts will be deposited upon receipt: (a) investment income earned on the Eligible Investments, (b) proceeds from the liquidation of Eligible Investments and (c) the Transfer Amounts, Return Reimbursement Amounts, Capital Contribution Amounts and Return Amounts that become due and payable.

**“Dodd Frank Act”** means the Dodd-Frank Wall Street Reform and Consumer Protection Act.

**“Drexel Hamilton”** means Drexel Hamilton, LLC.

**“DTC”** means The Depository Trust Company, a New York-chartered limited purpose trust company.

**“DTC Note”** means a Note cleared, settled and maintained on the DTC system, registered in the name of a nominee of DTC. All Notes will be DTC Notes at issuance.

**“DTP”** means the ratio of a mortgagor’s monthly debt obligations (including the proposed new housing payment and related expenses such as property taxes and property insurance) to such mortgagor’s gross monthly income.

**“Early Redemption Date”** means the Payment Date on which the Notes will be redeemed, which date is concurrent with the Early Termination Date.

**“Early Termination Date”** means the earliest to occur of:

- (i) the Payment Date so designated by the Trust following the occurrence of a Freddie Mac Default;
- (ii) the Payment Date so designated by us following the occurrence of an Optional Termination Event;
- (iii) the Payment Date related to the Reporting Period in which there occurs the final payment or other liquidation of the last Reference Obligation remaining in the Reference Pools or the disposition of any REO in respect thereof;

(iv) the Payment Date related to the Reporting Period in which there occurs the removal of the last Reference Obligation remaining in the Reference Pools or any REO in respect thereof;

(v) the Payment Date on which the aggregate Class Principal Balance of all outstanding Classes of Notes is reduced to zero (without giving effect to any allocations of Tranche Write-down Amounts or Tranche Write-up Amounts on such Payment Date and all prior Payment Dates) and accrued and unpaid interest due on the Notes has been paid in full; and

(vi) the Payment Date so designated by the Trust or us:

(a) in the event the maturity of the Notes has been accelerated in accordance with the Indenture; or

(b) following a merger or analogous event by the Trust or us without a corresponding assumption of the Trust's or our respective obligations under the Basic Documents.

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

**“Eligibility Criteria”** means, individually and collectively, the Reference Pool A Eligibility Criteria, the Reference Pool B Eligibility Criteria, the Reference Pool C Eligibility Criteria and the Reference Pool D Eligibility Criteria.

**“Eligible Account”** means any of (a) an account or accounts maintained with a federal or state-chartered depository institution or trust company (including the Indenture Trustee and Custodian) that, in either case, has a combined capital and surplus of at least \$1,000,000,000 and the long-term unsecured debt obligations of which are rated at least “BBB” by S&P (or “A-” or higher by S&P if such institution's short-term debt obligations are rated less than “A-2” by S&P), “A3” by Moody's or “A” by Fitch, if the deposits are to be held in such account for 30 days or more, or the short-term debt obligations of which have a short-term rating of not less than “A-2” by S&P, “P-2” by Moody's or “F1” by Fitch, if the deposits are to be held in such account for less than 30 days; or (b) a segregated trust account or accounts maintained with the corporate trust department of a federal or state-chartered depository institution or trust company that, in either case, has a combined capital and surplus of at least \$50,000,000 and has corporate trust powers, acting in its fiduciary capacity, and the long-term deposit or unsecured debt obligations of which are rated at least “BBB+” by S&P (or “A-” or higher by S&P if such institution's short-term debt obligations are rated less than “A-2” by S&P), “A” by Fitch and “A3” by Moody's, if the deposits are to be held in such account for 30 days or more, or the short-term debt obligations of which have a short-term rating of not less than “A-2” by S&P, “F1” by Fitch and “P-2” by Moody's, if the deposits are to be held in such account for less than 30 days, provided, that with respect to this clause (b), that any state-chartered depository institution or trust company is subject to regulation regarding fiduciary funds substantially similar to 12 C.F.R. § 9.10(b).

**“Eligible Investments”** means each of the following U.S. dollar-denominated investments, provided such investment has a maturity date no later than 60 days from the date of purchase (except as otherwise set forth in (b) below):

(a) Obligations issued or fully guaranteed by (i) the U.S. government or a U.S. government agency or instrumentality, (ii) the World Bank, (iii) the International Finance Corporation, (iv) the Inter-American Development Bank or (v) the Asian Development Bank;

(b) Repurchase obligations involving any security described in (a) above (without any restriction based on the maturity date of such security) and entered into with an approved counterparty under the Investment Management Agreement; and

(c) Government money market funds rated in one of two highest categories for long-term unsecured debt or in the highest category for short-term obligations by each applicable NRSRO; provided that such fund is an approved fund under the Investment Management Agreement;

provided, however, that in the event an investment fails to qualify under any of clauses (a) through (c) above, the proceeds of the sale of such investment will still be deemed to be proceeds of an Eligible Investment, provided such proceeds are promptly distributed in accordance with the Indenture or reinvested in Eligible Investments, as



applicable. With respect to government money market funds, the maturity date will be determined under SEC Rule 2a-7 promulgated under the Investment Company Act.

**“ELTV”** with respect to each Reference Obligation, means the estimated LTV ratio obtained by dividing the outstanding balance of the Reference Obligation as of the Cut-off Date by the value of the related mortgaged property obtained through HVE as of the Cut-off Date.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“ERISA Plan”** means an employee benefit plan, or certain other retirement plans and arrangements, including IRAs and annuities, Keogh plans, and collective investment funds in which such plans, accounts, annuities or arrangements are invested, that are described in or must follow Title I of ERISA or Section 4975 of the Code, or an entity that is deemed to hold the assets of any such plan.

**“EU Due Diligence Requirements”** means the requirements applicable to EU Institutional Investors under Article 5 of the EU Securitization Regulation.

**“EU Institutional Investor”** means an institutional investor as defined in the EU Securitization Regulation.

**“EU Retention Requirement”** means the requirement that the originator, sponsor or original lender of the securitization (i) retains on an ongoing basis a material net economic interest which, in any event, shall not be less than 5%, determined in accordance with Article 6 of the EU Securitization Regulation, and (ii) discloses the risk retention to EU Institutional Investors.

**“EU Securitization Regulation”** means Regulation (EU) 2017/2401 amending Regulation (EU) No. 575/2013 and Regulation (EU) 2017/2402 relating to a European framework for simple, transparent and standardized securitization, as amended, varied or substituted from time to time, and including any implementing regulation, technical standards and official guidance related thereto, in each case as amended, varied or substituted from time to time.

**“EU Risk Retention Letter”** means our letter agreement, dated the Closing Date, for the benefit of each EU Institutional Investor.

**“Euroclear”** means the Euroclear system.

**“Euroclear Operator”** means Euroclear Bank S.A./N.V.

**“Excess Expenses”** as of any date of determination, means any Expenses due and owing which are in excess of the applicable Expense Cap.

**“Exchange Act”** means the Securities Exchange Act of 1934, as amended.

**“Exchange Administrator”** means the exchange administrator pursuant to the Indenture. On the Closing Date, the Exchange Administrator will be U.S. Bank.

**“Exchangeable Classes”** means the Classes of Exchangeable Notes.

**“Exchangeable Notes”** means the Classes of Notes that are modifiable and combinable with the MAC Notes and vice versa, *i.e.*, the Class B-2A Notes, Class B-2B Notes, Class B-2C Notes and Class B-2D Notes.

**“Expense Cap”** means the maximum Expenses that will be reimbursed in any consecutive 12-month period, as follows:

(a) with respect to the Indenture Trustee, Custodian, Investment Manager, and Exchange Administrator, individually and collectively, the aggregate amount of \$100,000; provided that, in the event the Indenture Trustee and the Exchange Administrator are affiliates, then the portion of the Expense Cap applicable to the Indenture Trustee will be \$50,000 and the portion of the Expense Cap applicable to the Custodian, Exchange Administrator and Investment Manager, individually and collectively, will be \$50,000; and

(b) with respect to the Owner Trustee, the aggregate amount of \$100,000;

provided, that, Expenses incurred by the Indenture Trustee or the Owner Trustee related to or resulting from an Indenture Event of Default will not be subject to the Expense Cap. For the avoidance of doubt, Excess Expenses

will be reimbursed in the next subsequent month in which the Expense Cap is not exceeded in the immediately preceding 12-month period.

**“Expenses”** with respect to any Payment Date, means an amount equal to the sum of all related fees, charges, indemnity amounts, costs and other amounts payable or reimbursable to each of the Indenture Trustee, the Custodian, the Investment Manager, the Exchange Administrator and the Owner Trustee, but excluding the Fees.

**“Fannie Mae”** means the Federal National Mortgage Association.

**“FATCA”** means Sections 1471 through 1474 of the Code (or any amended or successor version) and any current or future Regulations or official interpretations thereof.

**“FATCA Regulations”** means the final Regulations promulgated to implement the FATCA provisions of the Hiring Incentives to Restore Employment Act.

**“FCA”** means the Financial Conduct Authority of the United Kingdom.

**“FDIC”** means the Federal Deposit Insurance Corporation.

**“Federal Reserve”** means the Federal Reserve System.

**“Fees”** with respect to each Transaction Party, means the annual fees (whether payable annually, monthly or otherwise) payable to such party with respect to the execution of their respective duties under the Basic Documents as may be agreed to by such Transaction Party and the Sponsor.

**“FEMA”** means the Federal Emergency Management Agency.

**“FHA”** means the Federal Housing Administration.

**“FHFA”** means the Federal Housing Finance Agency.

**“FIEA”** means the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended).

**“Financial Intermediary”** means each brokerage firm, bank, thrift institution or other financial intermediary that maintains the account for each person who owns a beneficial ownership interest in the Notes issued in global form.

**“Fitch”** means Fitch Ratings, Inc.

**“Flex Modification”** means the Freddie Mac Flex Modification initiative pursuant to which a mortgage loan may be modified up to three times as described more fully in Appendix B.

**“Freddie Mac Act”** means the Federal Home Loan Mortgage Corporation Act, as amended (12 U.S.C. §1451-1459).

**“Freddie Mac Default”** means an Indenture Event of Default resulting from any one or more of the following, subject to any applicable notice and cure provisions:

(a) any failure by us to pay an amount in excess of \$10,000 (in the aggregate) due and owing by us under the Administration Agreement, which failure continues unremedied for 30 days after the receipt of notice of such failure by us from the Indenture Trustee; or

(b) any failure by us to pay any amount due and owing by us under the Collateral Administration Agreement and/or the Capital Contribution Agreement, which failure continues unremedied for 30 days after the receipt of notice of such failure by us from the Indenture Trustee; or

(c) any failure by us to perform in any material way any other covenant or agreement in the Administration Agreement, the Collateral Administration Agreement and/or the Capital Contribution Agreement, which failure continues unremedied for 60 days after the receipt of notice of such failure by us from the Indenture Trustee; or

(d) a court having jurisdiction enters a decree or order for relief in respect of us in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoint a receiver, liquidator, assignee, custodian, or sequestrator (or other similar official) of Freddie Mac or for all

or substantially all of our property, or order the winding up or liquidation of our affairs, and such decree or order remains unstayed and in effect for a period of 60 consecutive days; or

(e) we commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or we consent to the entry of an order for relief in an involuntary case under any such law, or we consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, or sequestrator (or other similar official) of us or any substantial part of our property, or we make any general assignment for the benefit of creditors, or we fail generally to pay our debts as they become due; provided, that the appointment of a conservator (or other similar official) by a regulator having jurisdiction over us, whether or not we consent to such appointment, will not constitute a Freddie Mac Default.

**“FSCMA”** means the Financial Investment Service and Capital Markets Act of Korea.

**“FSMA”** means the United Kingdom Financial Services and Markets Act 2000, as amended.

**“GAAP”** means generally accepted accounting principles.

**“Garn-St. Germain Act”** means the Garn-St. Germain Depository Institutions act of 1982.

**“Grant”** means to grant, bargain, sell, warrant, alienate, remise, demise, release, convey, assign, transfer, mortgage, pledge, create and grant a security interest in and right of set-off against, deposit, set over and confirm. A Grant of any item of Collateral will include all rights, powers and options (but none of the obligations) of the granting party thereunder, including the immediate continuing right to claim for, collect, receive and receipt for principal, interest and fee payments in respect of such item of Collateral, and all other monies payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

**“GSEs”** means government-sponsored enterprises.

**“Guide”** means the Freddie Mac Single-Family Seller/Servicer Guide.

**“Hague Securities Convention”** means the Hague Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary.

**“HARP”** means the Home Affordable Refinance Program introduced by the FHFA and Treasury in 2009 as part of the Making Home Affordable program.

**“HOEPA”** means the Homeowners Equity Protection Act.

**“Holder”** means, in the case of (a) DTC Notes, DTC or its nominee; (b) Common Depositary Notes, the depository, or its nominee, in whose name the Notes are registered on behalf of a related clearing system; and (c) Notes in definitive registered form, the person or entity in whose name such Notes are registered in the Register

**“HUD”** means the U.S. Department of Housing and Urban Development.

**“HVE”** means Home Value Explorer, a proprietary AVM of Freddie Mac.

**“ICE”** means the ICE Benchmark Administration Limited.

**“Incorporated Documents”** means, collectively, the documents incorporated by reference in this Memorandum including, (1) our most recent Annual Report on Form 10-K filed with the SEC; (2) 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 report, excluding any information we “furnish” to the SEC on Form 8-K; and (3) 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 Memorandum and prior to the termination of the offering of the Notes, excluding any information we “furnish” to the SEC on Form 8-K.

**“Indenture”** means that certain Indenture, to be dated as of the Closing Date, among the Trust, as Issuer, U.S. Bank, as Indenture Trustee and Exchange Administrator, and U.S. Bank, as Custodian.

**“Indenture Event of Default”** means the occurrence of an event of default under the Indenture as described in *“The Agreements — The Indenture — Indenture Events of Default”*.

**“Indenture Trustee”** means the indenture trustee pursuant to the Indenture. On the Closing Date, the Indenture Trustee will be U.S. Bank.

**“Index Component”** with respect to any Payment Date, means an amount equal to the product of (i) One-Month LIBOR for such Payment Date, (ii) the aggregate Class Principal Balance of the Notes immediately preceding such Payment Date and (iii) the Day Count Fraction.

**“Index Component Contribution”** with respect to any Payment Date, means an amount equal to the Index Component minus the investment earnings on Eligible Investments; provided, however, in the event the sum of the Capital Contribution Amount and the Transfer Amount would be a negative number, the Index Component Contribution will be adjusted to the amount that will cause such sum to equal zero.

**“Initial Cohort Pool”** means, individually and collectively, the Reference Pool A Initial Cohort Pool, the Reference Pool B Initial Cohort Pool, the Reference Pool C Initial Cohort Pool and the Reference Pool D Initial Cohort Pool.

**“Initial Exchange Date”** means the Closing Date.

**“Initial Purchaser”** means, individually and collectively, BofA Securities, Wells Fargo Securities, Citigroup, Credit Suisse, J.P. Morgan, Morgan Stanley, CastleOak and Drexel Hamilton.

**“Interest Accrual Amount”** with respect to each outstanding Class of Notes (and for purposes of calculating allocations of any Modification Gain Amounts or Modification Loss Amounts, each Class MB-H Reference Tranche and each Class B-3H Reference Tranche) and any Payment Date, means an amount equal to:

- (i) the Class Coupon for such Class of Notes or such Class of Reference Tranche, as applicable, for the related Accrual Period, multiplied by
- (ii) the Class Principal Balance or Class Notional Amount of such Class of Notes or such Class of Reference Tranche, as applicable, immediately prior to such Payment Date, multiplied by
- (iii) the Day Count Fraction.

**“Interest Payment Amount”** with respect to each outstanding Class of Notes and any Payment Date, means an amount equal to the Interest Accrual Amount for such Class of Notes on such Payment Date, less any Modification Loss Amount for such Payment Date allocated to reduce the Interest Payment Amount for such Class of Notes for such Payment Date pursuant to the Modification Loss Priority, or plus any Modification Gain Amount for such Payment Date allocated to increase the Interest Payment Amount of such Class of Notes for such Payment Date pursuant to the Modification Gain Priority.

**“Investment Company Act”** means the Investment Company Act of 1940, as amended.

**“Investment Guidelines”** means the investment objectives, policies, directions and restrictions set forth in the Investment Management Agreement.

**“Investment Liquidation Contribution”** with respect to any Payment Date, means an amount equal to the excess, if any, of (a) the principal amount (book value) of Eligible Investments liquidated with respect to such Payment Date over (b) the liquidation proceeds of such Eligible Investments.

**“Investment Manager”** means the investment manager pursuant to the Investment Management Agreement. On the Closing Date, the Investment Manager will be BlackRock.

**“Investment Management Agreement”** means the Investment Management Agreement dated as of the Closing Date among the Investment Manager, the Administrator, the Sponsor and the Trust, as the same may be amended, supplemented or modified from time to time.

**“IRA”** means an individual retirement account.

**“IRS”** means the Internal Revenue Service.

**“Issuer”** means the Trust.

**“J.P. Morgan”** means J.P. Morgan Securities LLC.

**“Junior Reference Tranche”** means (i) with respect to Reference Pool A, the Class B-2A, Class B-2HA and Class B-3HA Reference Tranches, (ii) with respect to Reference Pool B, the Class B-2B, Class B-2HB and Class B-3HB Reference Tranches, (iii) with respect to Reference Pool C, the Class B-2C, Class B-2HC and Class B-3HC Reference Tranches and (iv) with respect to Reference Pool D, the Class B-2D, Class B-2HD and Class B-3HD Reference Tranches.

**“Letter Agreement”** means the letter agreement, dated December 21, 2017, we, through FHFA, acting as Conservator, entered into that amends the Senior Preferred Stock.

**“Letter of Representations”** means, collectively, the Blanket Issuer Letter of Representations dated July 5, 2017, the related 144A Rider dated November 26, 2019 and the related Regulation S Rider dated November 26, 2019, each from us to DTC.

**“LIBOR”** means the London Interbank Offered Rate, as determined by the Indenture Trustee on each LIBOR Adjustment Date.

**“LIBOR Adjustment Date”** means the second LIBOR Business Day before each Accrual Period begins.

**“LIBOR Business Day”** means a day on which banks are open for dealing in foreign currency and exchange in London, New York City and Washington, D.C.

**“Liquidation Proceeds”** with respect to any Credit Event Reference Obligation, means all cash amounts (including sales proceeds) received in connection with the liquidation of such Credit Event Reference Obligation.

**“Loan Advisor”** means our end-to-end technology platform that assesses credit, capacity and collateral to help sellers validate the quality of the loans they originate and which meet the eligibility requirements set forth in the Guide.

**“LP”** means Loan Prospector, a proprietary platform of Freddie Mac and predecessor to LPA.

**“LPA”** means Loan Product Advisor<sup>SM</sup>, a proprietary platform of Freddie Mac which is a successor to LP.

**“LTV”** means loan-to-value, which is a ratio, expressed as a percentage, obtained by dividing (a) the total principal balance of a mortgage loan by (b) the value of the mortgaged property at origination.

**“MAC Class”** means the Class of MAC Notes.

**“MAC Notes”** means interests in the Exchangeable Notes represented by the modifiable and combinable STACR Notes shown in Table 2 to the Memorandum, *i.e.*, the Class B-2 Notes.

**“MAC Pool”** means the arrangement under which MAC Class is created.

**“Major Servicing Defect”** with respect to each Payment Date and any Reference Obligation for which we have determined the existence of an Unconfirmed Servicing Defect, means the occurrence of any of the following:

- (a) repurchase or make-whole payment by the related servicer resulting in a full recovery of losses incurred by us during the related Reporting Period; or
- (b) the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation becomes subject to a bankruptcy, an insolvency proceeding or a receivership.

Reference Obligations covered under servicing settlements will not result in Major Servicing Defects.

**“Maturity Date”** means the earliest to occur of (i) the Scheduled Maturity Date, (ii) the Early Redemption Date, (iii) with respect to any Class of Notes, the related Class Redemption Date and (iv) the Termination Date.

**“Memorandum”** means this Private Placement Memorandum.

**“MERS”** means Mortgage Electronic Registration Systems, Inc.

**“Mezzanine Reference Tranche”** means, individually and collectively, the Class MB-HA, Class MB-HB, Class MB-HC and/or Class MB-HD Reference Tranches.



**“Minimum Credit Enhancement Test”** with respect any Payment Date, means a test that will be satisfied if the Subordinate Percentage is greater than or equal to (i) with respect to Reference Pool A, 4.25%, (ii) with respect to Reference Pool B, 4.00%, (iii) with respect to Reference Pool C, 4.00% and (iv) with respect to Reference Pool D, 4.50%.

**“Minor Servicing Defect”** with respect to each Payment Date and any Reference Obligation for which we have determined the existence of an Unconfirmed Servicing Defect, means the occurrence of a remedy, other than by repurchase or make-whole payment that is mutually agreed upon by both us and the related servicer that results in a recovery of the damages sustained by us on such Reference Obligation as a result of such Unconfirmed Servicing Defect.

**“Modeling Assumptions”** means the modeling assumptions set forth in “— *Assumptions Relating to Weighted Average Life Tables, Declining Balances Tables, Credit Event Sensitivity Tables, Cumulative Note Write-Down Amount Tables and Yield Tables*”.

**“Modification Event”** with respect to each Reference Obligation, means a forbearance or mortgage rate modification relating to such Reference Obligation, in each case as reported by the applicable servicer to us during the related Reporting Period.

**“Modification Excess”** with respect to each Payment Date and any Reference Obligation that has experienced a Modification Event, means the excess, if any, of:

(a) one-twelfth of the Current Accrual Rate of such Reference Obligation multiplied by the interest bearing UPB of such Reference Obligation; over

(b) one-twelfth of the Original Accrual Rate of such Reference Obligation multiplied by the UPB of such Reference Obligation.

**“Modification Gain Amount”** with respect to each Reference Pool and any Payment Date, means the excess, if any, of the aggregate Modification Excess for all Corresponding Reference Obligations over the aggregate Modification Shortfall for all Corresponding Reference Obligations for such Payment Date.

**“Modification Gain Priority”** means the order of priority in which the Modification Gain Amount with respect to each Reference Pool, if any, will be allocated to the related Classes of Reference Tranches on each Payment Date on or prior to the Maturity Date, as described in “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Modification Gain Amount*”.

**“Modification Loss Amount”** with respect to each Reference Pool and any Payment Date, means the excess, if any, of the aggregate Modification Shortfall for all Corresponding Reference Obligations for such Payment Date over the aggregate Modification Excess for all Corresponding Reference Obligations for such Payment Date.

**“Modification Loss Priority”** means the order of priority in which the Modification Loss Amount with respect to each Reference Pool, if any, will be allocated to the related Classes of Reference Tranches on each Payment Date on or prior to the Maturity Date, as described in “*Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Modification Loss Amount*”.

**“Modification Shortfall”** with respect to each Payment Date and any Reference Obligation that has experienced a Modification Event, means the excess, if any, of:

(a) one-twelfth of the Original Accrual Rate of such Reference Obligation multiplied by the UPB of such Reference Obligation; over

(b) one-twelfth of the Current Accrual Rate of such Reference Obligation multiplied by the interest bearing UPB of such Reference Obligation.

**“Moody’s”** means Moody’s Investors Service, Inc.

**“Morgan Stanley”** means Morgan Stanley & Co. LLC.

**“MSR”** means mortgage servicing right, i.e., the contractual right to service a mortgage loan.

**“Net Liquidation Proceeds”** with respect to each Credit Event Reference Obligation and any Payment Date, means the sum of the related Liquidation Proceeds, any related mortgage insurance proceeds, and any proceeds received from the related servicer in connection with a Minor Servicing Defect (except for those included in the Modification Excess for such Credit Event Reference Obligation), less related expenses, credits and reimbursement of advances, including but not limited to taxes and insurance, legal costs, maintenance and preservation costs.

**“NI 31-103”** means Canadian National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations.

**“NI-45-106”** means Canadian National Instrument 45-106 Prospectus Exemptions.

**“Non-U.S. Beneficial Owner”** means a Beneficial Owner of a Note that is an individual, a corporation, an estate or a trust that is not a U.S. Person.

**“Note Owners”** means persons acquiring beneficial ownership interests in the Book-Entry Notes.

**“Note Purchase Agreement”** means the Note Purchase Agreement dated on or before the Closing Date among us, the Trust, BofA Securities and Wells Fargo Securities, under which BofA Securities is acting for itself and as representative of the Initial Purchasers, other than Wells Fargo Securities, as the same may be amended, supplemented or modified from time to time.

**“Note Register”** means a register of the Holders of Notes maintained by the Note Registrar pursuant to the Indenture.

**“Note Registrar”** means the note registrar pursuant to the Indenture. On the Closing Date, the Note Registrar will be U.S. Bank.

**“Noteholder”** means a holder of a Note and is used interchangeably with Holder.

**“Notes”** means, individually and collectively, the Exchangeable Notes and the MAC Notes.

**“Notes Retirement Amount”** means, with respect to any Notes presented by us to the Trust for retirement of such Notes in accordance with the Indenture, an amount equal to the portion of unpaid Class Principal Balance attributable to such Notes (without regard to any exchange of Exchangeable Notes for MAC Notes) after taking in account the allocation on such Payment Date of all Tranche Write-down Amounts, Tranche Write-up Amounts, Modification Gain Amounts, Modification Loss Amounts, Senior Reduction Amounts and Subordinate Reduction Amounts.

**“Notice of Exclusive Control”** means a written notice delivered by the Indenture Trustee to the Custodian that the Indenture Trustee will exercise exclusive control over the Custodian Account pursuant to the Account Control Agreement.

**“NPC”** means notional principal contract.

**“NRSROs”** means nationally recognized statistical rating organizations as defined in Section 3(a)(62) of the Exchange Act.

**“Official Body”** means any government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of any such government or political subdivision, or any court, tribunal, grand jury or arbitrator, or any accounting board or authority (whether or not part of any government) that is responsible for establishing or interpreting accounting standards or principles, in each case whether foreign or domestic.

**“One-Month LIBOR”** means the interest settlement rate for U.S. dollar deposits with a maturity of one month set by ICE as of 11:00 a.m. (London time) on the LIBOR Adjustment Date as displayed on the Designated Page, as determined by the Indenture Trustee. If ICE’s interest settlement rate does not appear on the Designated Page as of 11:00 a.m. (London time) on a LIBOR Adjustment Date, or if the Designated Page is not then available, One-Month LIBOR for that date will be the most recently published interest settlement rate. If ICE ceases to set or publish a rate for LIBOR and/or the Administrator determines that the customary method for determining LIBOR is no longer viable, the Administrator may elect to designate an alternative method or alternative index.

In making an election to use any alternative method or index, the Administrator may take into account a variety of factors, including then-prevailing industry practices or other developments. The Administrator may also, for any period, apply an adjustment factor to any alternative method or index as it deems appropriate to better achieve comparability to the current index and other industry practices. See *“Risk Factors — Investment Factors and Risks Related to the Notes — LIBOR Levels Could Reduce the Yield on the Notes”*, *“— Uncertainty Relating to the Determination of LIBOR and the Potential Phasing Out of LIBOR after 2021 May Adversely Affect the Value of the Notes”* and *“— The Use of an Alternative Method or Index in Place of LIBOR for Determining Monthly Interest Rates May Adversely Affect the Value of Certain Notes”*.

**“Optional Termination Event”** means the occurrence of any of the following:

1. The SEC makes a final determination that the Trust must register as an investment company under the Investment Company Act.
2. We reasonably determine, after consultation with external counsel (which will be a nationally recognized and reputable law firm), that we or another Transaction Party must register as a CPO under the Commodity Exchange Act and the regulations promulgated thereunder.
3. We reasonably determine that after the Closing Date, the adoption of any applicable law, regulatory guideline or interpretation or other statement of or regarding financial or regulatory accounting standards or principles, including with respect to capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Official Body, or any request or directive regarding the foregoing (in each case, whether or not having the force of law) of any Official Body, (a) materially adversely affects or would have the effect of materially adversely affecting the rate of return on the capital of us or any affiliate thereof, (b) materially increases the cost or reduces the benefit or would have the effect of materially increasing the cost or reducing the benefit to us or any such affiliate, in any case with respect to the Collateral Administration Agreement or (c) has or would have a materially adverse effect on the treatment of the Collateral Administration Agreement by us or any affiliate thereof for financial accounting purposes.
4. We reasonably determine that a financial accounting, tax, banking, insurance or regulatory (including regulatory accounting) requirement or event not contemplated by us on the Closing Date has occurred, which requirement or event could have a material adverse effect upon us.
5. We reasonably determine after consultation with a nationally recognized and reputable law firm, that any amendment, supplement or other modification of any Basic Document or any waiver of any provision thereof would materially and adversely affect our interests, but only if we have not provided our written consent to such amendment, supplement, modification or waiver.
6. Any failure by the Trust to pay any amount due and owing to us under the Collateral Administration Agreement, which failure continues unremedied for 30 days after the receipt of notice of such failure by the Trust from us.
7. Any failure by the Trust to perform in any material way any other covenant or agreement in the Collateral Administration Agreement, which failure continues unremedied for 60 days after the receipt of notice of such failure by the Trust from us.

**“Original Accrual Rate”** with respect to each Reference Obligation and any Payment Date, means the lesser of (x) the related Accounting Net Yield as of the Cut-off Date, and (y) the related mortgage rate as of the Cut-off Date minus 0.35%.

**“Origination Rep and Warranty/Servicing Breach Settlement”** means any settlement (which settlement only relates to claims arising from breaches of origination/selling representations and warranties or breaches of servicing obligations) that we enter into with a seller or servicer in lieu of requiring such seller or servicer to repurchase a specified pool of mortgage loans that include, among others, one or more Reference Obligations, as a result of breaches of origination/selling representations or warranties or as a result of breaches of servicing obligations whereby we have received the agreed-upon settlement proceeds from such seller or servicer. For the avoidance of doubt, any Origination Rep and Warranty/Servicing Breach Settlement will only relate to breaches of either (i) origination/selling representations and warranties or (ii) servicing obligations, but not both.

**“Origination Rep and Warranty/Servicing Breach Settlement Amount”** (I) with respect to the Payment Date in the month after the calendar month in which an Origination Rep and Warranty/Servicing Breach Settlement occurs with respect to Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations in a Reference Pool, means the lesser of:

(a) the aggregate amount of Credit Event Net Losses of the Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations in such Reference Pool for such Payment Date and all prior Payment Dates, less the aggregate amount of Credit Event Net Losses of the Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations in such Reference Pool that were Reversed Credit Event Reference Obligations for such Payment Date and all prior Payment Dates; and

(b) the Origination Rep and Warranty/Servicing Breach Settlement Loan Allocation Amount (Cap);

and (II) with respect to each Payment Date thereafter, means the lesser of:

(a) the aggregate amount of Credit Event Net Losses of the Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations in a Reference Pool for such Payment Date; and

(b) the maximum of:

(i) zero; and

(ii) the Origination Rep and Warranty/Servicing Breach Settlement Loan Allocation Amount (Cap) for the related Reference Pool, less the Origination Rep and Warranty/Servicing Breach Settlement Amount for the related Reference Pool for all prior Payment Dates.

**“Origination Rep and Warranty/Servicing Breach Settlement Loan Allocation Amount (Cap)”** with respect to any Origination Rep and Warranty/Servicing Breach Settlement with respect to Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations in a Reference Pool, means an amount equal to the greater of (A) zero or (B)(1) the sum of the Origination Rep and Warranty/Servicing Breach Settlement proceeds determined to be attributable to the Corresponding Reference Obligations (such determination to be made by us at or about the time of the settlement) *minus* (2) the aggregate amount of unreimbursed Credit Event Net Losses on such Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations that we identified as having Underwriting Defects or Major Servicing Defects, as applicable, through the related Origination Rep and Warranty/Servicing Breach Settlement date (exclusive of the related settlement proceeds).

**“Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations”** with respect to each Reference Pool, means the Corresponding Reference Obligations (including any Credit Event Reference Obligations in such Reference Pool) that are covered by an Origination Rep and Warranty/Servicing Breach Settlement.

**“Overcollateralization Amount”** with respect to each Reference Pool and any Payment Date, means an amount equal to (a) the aggregate amount of related Write-up Excesses for such Payment Date and all prior Payment Dates, *minus* (b) the aggregate amount of Write-up Excesses used to offset related Tranche Write-down Amounts on all prior Payment Dates.

**“Owner Certificate”** means the certificate evidencing beneficial ownership of the Trust.

**“Owner Trustee”** means the owner trustee pursuant to the Trust Agreement. On the Closing Date, the Owner Trustee will be Wilmington Trust, National Association, not in its individual capacity but solely in its capacity as owner trustee of Freddie Mac STACR Trust 2019-FTR3.

**“Partial Termination Date”** means the Payment Date on which our payment obligations under the Capital Contribution Agreement and the respective payment obligations of us and the Trust under the Collateral Administration Agreement are terminated with respect to any Reference Pool. Any Partial Termination Date with respect to a Reference Pool will be the Payment Date so designated by us following the occurrence of such Partial Termination Event.

**“Partial Termination Event”** with respect to any Reference Pool, means the occurrence of one or more of the following:

(a) the aggregate UPB of the Corresponding Reference Obligations is less than or equal to 10% of the Cut-off Date Balance of such Reference Pool; or

(b) the Corresponding Class of Notes remains outstanding on or after the Payment Date in the calendar month prior to December 2029.

**“Payment Date”** means the 25<sup>th</sup> day of each calendar month (or, if such date is not a Business Day, the following Business Day), commencing in January 2020.

**“Payment Date Statement”** means a statement prepared by the Indenture Trustee each month setting forth certain information relating to the Reference Pools, individually and collectively, the Collateral Administration Agreement, the Capital Contribution Agreement, the Investment Management Agreement, the Account Control Agreement, the Notes, the Reference Tranches and the hypothetical structure described in this Memorandum.

**“PC”** means a Freddie Mac participation certificate.

**“Plan”** means an ERISA Plan or a governmental plan, church plan or foreign plan that is subject to foreign law or United States federal, state or local law similar to that of Title I of ERISA or Section 4975 of the Code.

**“Plan Asset Regulation”** means the regulations at 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA promulgated by the U.S. Department of Labor.

**“Plan Fiduciary”** means a fiduciary of a Plan.

**“PRC”** means the People’s Republic of China, not including the Hong Kong or Macau Special Administrative Regions or Taiwan.

**“Preliminary Class Notional Amount”** with respect to each Reference Tranche and any Payment Date, means an amount equal to the Class Notional Amount of such Reference Tranche immediately prior to such Payment Date, after the application of the Preliminary Tranche Write-down Amount for the Corresponding Reference Pool in accordance with the same priorities set forth in *“Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-down Amounts”*, and after the application of the Preliminary Tranche Write-up Amount for the Corresponding Reference Pool in accordance with the same priorities set forth in *“— Allocation of Tranche Write-up Amounts”*. The Preliminary Class Notional Amount for each Reference Tranche and each Payment Date will be computed prior to the allocation of the Modification Loss Amount and the Modification Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for such Reference Tranche on such Payment Date.

**“Preliminary Principal Loss Amount”** with respect to each Reference Pool and any Payment Date, means an amount equal to the Principal Loss Amount for such Reference Pool on such Payment Date computed without giving effect to *clause (d)* of the definition of “Principal Loss Amount”. The Preliminary Principal Loss will be computed prior to the allocation of the Modification Loss Amount and the Modification Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for each Reference Pool on each Payment Date.

**“Preliminary Tranche Write-down Amount”** with respect to each Reference Pool and any Payment Date, means an amount equal to the Tranche Write-down Amount for such Reference Pool computed using the Preliminary Principal Loss Amount instead of the Principal Loss Amount. The Preliminary Tranche Write-down Amount will be computed prior to the allocation of the Modification Loss Amount and the Modification Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for such Payment Date.

**“Preliminary Tranche Write-up Amount”** with respect to each Reference Pool and any Payment Date, means an amount equal to the Tranche Write-up Amount for such Reference Pool computed using the Preliminary Principal Loss Amount instead of the Principal Loss Amount. The Preliminary Tranche Write-up Amount for each Payment Date will be computed prior to the allocation of the Modification Loss Amount and the Modification Gain Amount pursuant to the Modification Loss Priority and Modification Gain Priority, respectively, for such Payment Date.



**“Principal Loss Amount”** with respect to each Reference Pool and each Payment Date, means the sum of:

- (a) the aggregate amount of Credit Event Net Losses for all Credit Event Reference Obligations in such Reference Pool for the related Reporting Period;
- (b) the aggregate amount of court-approved principal reductions (“cramdowns”) on all Corresponding Reference Obligations for the related Reporting Period;
- (c) subsequent losses in the related Reporting Period on any Reference Obligation in such Reference Pool that became a Credit Event Reference Obligation on a prior Payment Date; and
- (d) amounts included in the *second*, *fourth* and *sixth* priorities set forth in “— *Allocation of Modification Loss Amount*”.

**“Principal Recovery Amount”** with respect to each Reference Pool and any Payment Date, means the sum of:

- (a) the aggregate amount of Credit Event Net Losses for all Reversed Credit Event Reference Obligations in such Reference Pool for the related Reporting Period;
- (b) subsequent recoveries in the related Reporting Period on any Reference Obligation in such Reference Pool that became a Credit Event Reference Obligation on a prior Payment Date;
- (c) the aggregate amount of the Credit Event Net Gains of all Credit Event Reference Obligations in such Reference Pool for the related Reporting Period;
- (d) the Origination Rep and Warranty/Servicing Breach Settlement Amount for such Reference Pool for such Payment Date; and
- (e) solely with respect to the Payment Date that is the Termination Date, the Projected Recovery Amount for such Payment Date.

**“Principal Reduction Modification”** means permanent forgiveness of a portion of principal for certain qualifying mortgagors and mortgage loans.

**“Proceeding”** means any suit in equity, action at law or other judicial or administrative proceeding.

**“Prohibited Transactions”** means transactions involving the assets of a Plan and certain persons having certain relationships to such Plans that are prohibited by Section 406 of ERISA and Section 4975 of the Code.

**“Projected Recovery Amount”** with respect to each Reference Pool, means the fair value of the estimated amount of future subsequent recoveries on the Termination Date, as determined by the Sponsor, at its sole discretion, on the Credit Event Reference Obligations in such Reference Pool.

**“PUD”** means any residential property consisting of one- to four-family dwelling units, townhouses, individual condominium units and individual units in planned unit developments.

**“Purchase Agreement”** means the Senior Preferred Stock Purchase Agreement dated September 7, 2008 between the Conservator and Treasury, as amended on September 26, 2008, May 6, 2009, December 24, 2009, August 17, 2012 and December 21, 2017.

**“Purchase Documents”** means (i) the Guide; (ii) “Purchase Contracts” with respect to each seller, which include the related master agreements, master commitments, pricing identifier terms and purchase contract confirmations and are agreements between each seller and us relating to the purchase of the related mortgage loans; (iii) any other document designated to be a Purchase Document by us; (iv) the “Servicer Success Scorecard” accessible at <http://www.freddiemac.com/singlefamily/servicing>; (v) “Guide Plus Additional Provisions” as amended from time to time; and (vi) any other additional terms applicable to the sale and/or servicing of mortgage loans, such as written waivers, amendments or supplements to the Guide that are made available to such seller or servicer by us including through electronic means or other sources designated by us for distribution of the Guide and such waivers, amendments and supplements thereto.

**“QIB”** means a qualified institutional buyer as defined in Rule 144A under the Securities Act.

**“Record Date”** with respect to each Payment Date, means:

- (1) with respect to Book-Entry Notes, the close of business on the Business Day immediately preceding such Payment Date; and
- (2) with respect to Definitive Notes, the close of business on the last Business Day of the calendar month preceding such Payment Date.

**“Recovery Principal”** with respect to each Reference Pool and any Payment Date, means the sum of:

- (a) the excess, if any, of the related Credit Event Amount for such Payment Date, over the related Tranche Write-down Amount for such Payment Date; and
- (b) the related Tranche Write-up Amount for such Payment Date.

**“Reference Obligations”** means certain residential first lien mortgage loans, deeds of trust or similar security instruments encumbering mortgaged properties that meet the Eligibility Criteria.

**“Reference Pool”** means, individually and collectively, Reference Pool A, Reference Pool B, Reference Pool C and/or Reference Pool D.

**“Reference Pool A”** means the STACR 2017-DNA1 Reference Pool as of the Cut-off Date, as more fully described in Annex 1-A.

**“Reference Pool A Eligibility Criteria”** means the eligibility criteria to be satisfied with respect to each Reference Obligation in Reference Pool A, which criteria are as follows:

- (a) was a mortgage loan included in the Reference Pool A Initial Cohort Pool;
- (b) has not been prepaid in full as of November 4, 2019;
- (c) as of November 4, 2019, the servicer has not reported that the mortgagor of such Reference Obligation has filed for bankruptcy;
- (d) has not been repurchased by the applicable seller or servicer as of November 4, 2019;
- (e) has no Underwriting Defects, Major Servicing Defects or Minor Servicing Defects found in our internal quality control process as of November 4, 2019; and
- (f) as of October 31, 2019, has not been reported 30 days or more delinquent in the last six months, and has not been reported 30 days or more delinquent more than once in the last 12 months.

**“Reference Pool A Initial Cohort Pool”** means all mortgage loans that were part of the STACR 2017-DNA1 reference pool as of February 7, 2017. Each such mortgage loan met the following criteria:

- (a) is a fully amortizing, fixed-rate, one- to four-unit, first lien mortgage loan, which has an original term of 241 to 360 months;
- (b) was originated on or after January 1, 2016;
- (c) has not been prepaid in full as of January 4, 2017;
- (d) as of January 4, 2017, the servicer has not reported that the mortgagor of such Reference Obligation has filed for bankruptcy;
- (e) has not been repurchased by the applicable seller or servicer as of January 4, 2017;
- (f) has no Underwriting Defects, Major Servicing Defects, Minor Servicing Defects, Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects found in our internal quality control process as of January 4, 2017;
- (g) as of November 30, 2016, has never been reported to be 30 days or more delinquent since being purchased by us;
- (h) was originated with documentation as described under *“General Mortgage Loan Purchase and Servicing — Underwriting Standards — Documentation”* in Annex A of the STACR 2017-DNA1 Offering Circular;

- (i) is not covered by mortgage or pool insurance;
- (j) does not have an original LTV ratio that (i) is less than or equal to 60% or (ii) exceeds 80%;
- (k) has an original CLTV ratio that is less than or equal to 97%;
- (l) subject to any applicable TOBs or certain pilot programs, is not subject to recourse or other credit enhancement;
- (m) was not originated under our relief refinance program (including HARP, which is FHFA's name for our relief refinance program for mortgages with an LTV greater than 80%);
- (n) was not associated with a mortgage revenue bond purchased by us;
- (o) had an original principal balance greater than or equal to \$5,000; and
- (p) was not originated under a government program (e.g., FHA, VA or Guaranteed Rural Housing loans).

**“Reference Pool B”** means the STACR 2017-DNA2 Reference Pool as of the Cut-off Date, as more fully described in Annex 1-B.

**“Reference Pool B Eligibility Criteria”** means the eligibility criteria to be satisfied with respect to each Reference Obligation in Reference Pool B, which criteria are as follows:

- (a) was a mortgage loan included in the Reference Pool B Initial Cohort Pool;
- (b) has not been prepaid in full as of November 4, 2019;
- (c) as of November 4, 2019, the servicer has not reported that the mortgagor of such Reference Obligation has filed for bankruptcy;
- (d) has not been repurchased by the applicable seller or servicer as of November 4, 2019;
- (e) has no Underwriting Defects, Major Servicing Defects or Minor Servicing Defects found in our internal quality control process as of November 4, 2019; and
- (f) as of October 31, 2019, has not been reported 30 days or more delinquent in the last six months, and has not been reported 30 days or more delinquent more than once in the last 12 months.

**“Reference Pool B Initial Cohort Pool”** means all mortgage loans that were part of the STACR 2017-DNA2 reference pool as of April 11, 2017. Each such mortgage loan met the following criteria:

- (a) is a fully amortizing, fixed-rate, one- to four-unit, first lien mortgage loan, which has an original term of 241 to 360 months;
- (b) was originated on or after April 1, 2016;
- (c) has not been prepaid in full as of March 2, 2017;
- (d) as of March 2, 2017, the servicer has not reported that the mortgagor of such Reference Obligation has filed for bankruptcy;
- (e) has not been repurchased by the applicable seller or servicer as of March 2, 2017;
- (f) has no Underwriting Defects, Major Servicing Defects, Minor Servicing Defects, Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects found in our internal quality control process as of March 2, 2017;
- (g) as of January 31, 2017, has never been reported to be 30 days or more delinquent since being purchased by us;
- (h) was originated with documentation as described under “*General Mortgage Loan Purchase and Servicing — Underwriting Standards — Documentation*” in Annex A of the STACR 2017-DNA2 Offering Circular;

- (i) is not covered by mortgage or pool insurance;
- (j) does not have an original LTV ratio that (i) is less than or equal to 60% or (ii) exceeds 80%;
- (k) has an original CLTV ratio that is less than or equal to 97%;
- (l) subject to any applicable TOBs or certain pilot programs, is not subject to recourse or other credit enhancement;
- (m) was not originated under our relief refinance program (including HARP, which is FHFA's name for our relief refinance program for mortgages with an LTV greater than 80%);
- (n) was not associated with a mortgage revenue bond purchased by us;
- (o) had an original principal balance greater than or equal to \$5,000; and
- (p) was not originated under a government program (e.g., FHA, VA or Guaranteed Rural Housing loans).

**“Reference Pool C”** means the STACR 2017-DNA3 Reference Pool as of the Cut-off Date, as more fully described in Annex 1-C.

**“Reference Pool C Eligibility Criteria”** means the eligibility criteria to be satisfied with respect to each Reference Obligation in Reference Pool C, which criteria are as follows:

- (a) was a mortgage loan included in the Reference Pool C Initial Cohort Pool;
- (b) has not been prepaid in full as of November 4, 2019;
- (c) as of November 4, 2019, the servicer has not reported that the mortgagor of such Reference Obligation has filed for bankruptcy;
- (d) has not been repurchased by the applicable seller or servicer as of November 4, 2019;
- (e) has no Underwriting Defects, Major Servicing Defects or Minor Servicing Defects found in our internal quality control process as of November 4, 2019; and
- (f) as of October 31, 2019, has not been reported 30 days or more delinquent in the last six months, and has not been reported 30 days or more delinquent more than once in the last 12 months.

**“Reference Pool C Initial Cohort Pool”** means all mortgage loans that were part of the STACR 2017-DNA3 reference pool as of October 4, 2017. Each such mortgage loan met the following criteria:

- (a) is a fully amortizing, fixed-rate, one- to four-unit, first lien mortgage loan, which has an original term of 241 to 360 months;
- (b) was originated on or after August 1, 2016;
- (c) has not been prepaid in full as of September 5, 2017;
- (d) as of September 5, 2017, the servicer has not reported that the mortgagor of such Reference Obligation has filed for bankruptcy;
- (e) has not been repurchased by the applicable seller or servicer as of September 5, 2017;
- (f) has no Underwriting Defects, Major Servicing Defects, Minor Servicing Defects, Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects found in our internal quality control process as of September 5, 2017;
- (g) as of July 31, 2017, has never been reported to be 30 days or more delinquent since being purchased by us;
- (h) was originated with documentation as described under “*General Mortgage Loan Purchase and Servicing — Underwriting Standards — Documentation*” in Annex A of the STACR 2017-DNA3 Offering Circular;

- (i) is not covered by mortgage or pool insurance;
- (j) does not have an original LTV ratio that (i) is less than or equal to 60% or (ii) exceeds 80%;
- (k) has an original CLTV ratio that is less than or equal to 97%;
- (l) subject to any applicable TOBs or certain pilot programs, is not subject to recourse or other credit enhancement;
- (m) was not originated under our relief refinance program (including HARP, which is FHFA's name for our relief refinance program for mortgages with an LTV greater than 80%);
- (n) was not associated with a mortgage revenue bond purchased by us;
- (o) had an original principal balance greater than or equal to \$5,000; and
- (p) was not originated under a government program (e.g., FHA, VA or Guaranteed Rural Housing loans).

**“Reference Pool D”** means the STACR 2018-DNA1 Reference Pool as of the Cut-off Date, as more fully described in Annex 1-D.

**“Reference Pool D Eligibility Criteria”** means the eligibility criteria to be satisfied with respect to each Reference Obligation in Reference Pool D, which criteria are as follows:

- (a) was a mortgage loan included in the Reference Pool D Initial Cohort Pool;
- (b) has not been prepaid in full as of November 4, 2019;
- (c) as of November 4, 2019, the servicer has not reported that the mortgagor of such Reference Obligation has filed for bankruptcy;
- (d) has not been repurchased by the applicable seller or servicer as of November 4, 2019;
- (e) has no Underwriting Defects, Major Servicing Defects or Minor Servicing Defects found in our internal quality control process as of November 4, 2019; and
- (f) as of October 31, 2019, has not been reported 30 days or more delinquent in the last six months, and has not been reported 30 days or more delinquent more than once in the last 12 months.

**“Reference Pool D Initial Cohort Pool”** means all mortgage loans that were part of the STACR 2018-DNA1 reference pool as of January 30, 2018. Each such mortgage loan met the following criteria:

- (a) is a fully amortizing, fixed-rate, one- to four-unit, first lien mortgage loan, which has an original term of 241 to 360 months;
- (b) was originated on or after January 1, 2017;
- (c) has not been prepaid in full as of January 3, 2018;
- (d) as of January 3, 2018, the servicer has not reported that the mortgagor of such Reference Obligation has filed for bankruptcy;
- (e) has not been repurchased by the applicable seller or servicer as of January 3, 2018;
- (f) has no Underwriting Defects, Major Servicing Defects, Minor Servicing Defects, Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects found in our internal quality control process as of January 3, 2018;
- (g) as of November 30, 2017, has never been reported to be 30 days or more delinquent since being purchased by us;
- (h) was originated with documentation as described under *“General Mortgage Loan Purchase and Servicing — Underwriting Standards — Documentation”* in Annex A of the STACR 2018-DNA1 Offering Circular;



- (i) is not covered by mortgage or pool insurance;
- (j) does not have an original LTV ratio that (i) is less than or equal to 60% or (ii) exceeds 80%;
- (k) has an original CLTV ratio that is less than or equal to 97%;
- (l) subject to any applicable TOBs or certain pilot programs, is not subject to recourse or other credit enhancement;
- (m) was not originated under our relief refinance program (including HARP, which is FHFA's name for our relief refinance program for mortgages with an LTV greater than 80%);
- (n) was not associated with a mortgage revenue bond purchased by us;
- (o) had an original principal balance greater than or equal to \$5,000; and
- (p) was not originated under a government program (e.g., FHA, VA or Guaranteed Rural Housing loans).

**“Reference Pool Removal”** means the removal of a Reference Obligation from a Reference Pool after the issuance of the Notes because (i) such Reference Obligation becomes a Credit Event Reference Obligation; (ii) such Reference Obligation is paid in full; (iii) of the identification and final determination, through our quality control process, of an Underwriting Defect or a Major Servicing Defect relating to such Reference Obligation; (iv) of the discovery of a violation of the Eligibility Criteria for such Reference Obligation; (v) such Reference Obligation is seized pursuant to any special eminent domain Proceeding brought by any federal, state or local government instrumentality with the intent to provide relief to financially-distressed mortgagors with negative equity in the underlying mortgage loan; or (vi) the related mortgaged property is located in an area declared by FEMA to be a major disaster area and in which FEMA had authorized individual assistance to homeowners in such area as a result of Hurricane Dorian (or any other hurricane that impacts such related mortgaged property prior to the Closing Date) and such Reference Obligation becomes delinquent and the related servicer reports that such Reference Obligation is in disaster forbearance before or in the Reporting Period related to the Payment Date in March 2020. A Reference Obligation will not be removed from a Reference Pool if it undergoes a temporary or permanent modification and it does not meet any other criteria in the prior sentence to be removed. Each Reference Obligation required to be removed from a Reference Pool will be so removed:

- (a) in the case of any Reference Obligation required to be removed pursuant to clause (i) or (ii) above, as of the Payment Date related to the Reporting Period during which (i) or (ii) above occurred with respect to such Reference Obligation, after giving effect to the payment of all Return Amounts required to be paid on such Payment Date; or
- (b) in the case of any Reference Obligation required to be removed pursuant to clause (iii), (iv), (v) or (vi) above, as of the date in the related Reporting Period on which (iii), (iv), (v) or (vi) occurred with respect to such Reference Obligation.

A Reference Obligation will not be removed from a Reference Pool after the Closing Date solely as a result of the determination of a Minor Servicing Defect, Unconfirmed Servicing Defect or Unconfirmed Underwriting Defect and any such Reference Obligation will remain eligible to become subject to an Underwriting Defect or a Major Servicing Defect.

**“Reference Tranche”** means each Class of reference tranche deemed to be backed by a Reference Pool and comprising part of a certain hypothetical structure as described in *“Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches”*, i.e., the Class A-HA, Class MB-HA, Class B-2A, Class B-2HA, Class B-3HA, Class A-HB, Class MB-HB, Class B-2B, Class B-2HB, Class B-3HB, Class A-HC, Class MB-HC, Class B-2C, Class B-2HC, Class B-3HC, Class A-HD, Class MB-HD, Class B-2D, Class B-2HD and Class B-3HD Reference Tranches.

**“Reform Act”** means the Federal Housing Finance Regulatory Reform Act of 2008, as amended.

**“Regulation AB”** means Regulation AB under the Securities Act.

**“Regulation S”** means Regulation S under the Securities Act.

**“Regulation X”** means Regulation X promulgated under RESPA.

**“Regulation Z”** means Regulation Z promulgated under TILA.

**“Regulations”** means U.S. Treasury regulations.

**“REIT”** means real estate investment trust.

**“Relief Act”** means the Servicemembers Civil Relief Act, as amended.

**“REO”** means real estate owned property.

**“Reporting Period”** means:

(a) with respect to the Payment Date in January 2020 and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches related to such Payment Date:

(1) in the case of all principal collections, other than full prepayments, on the Reference Obligations, and for determining loan modifications the period from and including November 1, 2019 through and including December 31, 2019,

(2) in the case of full principal prepayments on the Reference Obligations, and for determining Underwriting Defects or Major Servicing Defects, and in the case of determining Credit Events resulting from short sales being settled, from chargeoffs, from a seriously delinquent mortgage note being sold prior to foreclosure, from the mortgaged property that secured the related mortgage note being sold to a third party at a foreclosure sale, or from an REO disposition, the period from and including November 5, 2019 through and including January 3, 2020, and

(3) in the case of determining delinquency status with respect to each Reference Obligation, December 31, 2019; and

(b) with respect to each Payment Date commencing with the Payment Date in February 2020 and thereafter, and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches related to any such Payment Date:

(1) in the case of all principal collections, other than full prepayments, on the Reference Obligations, and for determining loan modifications, the period from and including the first day of the calendar month immediately preceding the month in which such Payment Date occurs through and including the last day of the calendar month immediately preceding the month in which such Payment Date occurs,

(2) in the case of full principal prepayments on the Reference Obligations, and for determining Underwriting Defects or Major Servicing Defects, and in the case of determining Credit Events resulting from short sales being settled, from chargeoffs, from a seriously delinquent mortgage note being sold prior to foreclosure, from the mortgaged property that secured the related mortgage note being sold to a third party at a foreclosure sale, or from an REO disposition, the period from but excluding the second Business Day of the calendar month immediately preceding the month in which such Payment Date occurs through and including the second Business Day of the calendar month in which such Payment Date occurs; and

(3) in the case of determining delinquency status with respect to each Reference Obligation, the last day of the calendar month immediately preceding the month in which such Payment Date occurs; or

(c) such other period as we may specify from time to time to conform to any updates to our operational processes or timelines for mortgage loans serviced in accordance with the Guide, provided that notice of such revision is included in a Payment Date Statement made available to the Noteholders at least two calendar months prior to the first Payment Date affected by such revision.

**“RESPA”** means the Real Estate Settlement and Procedures Act, as amended.

**“Retained Interest”** means a material net economic interest in the Transaction as provided in Article 6(3)(a) of the EU Securitization Regulation (retention of not less than 5% of the nominal value of each of the tranches sold or transferred to investors) in the form of:

(a) with respect to Reference Pool A: (i) retaining the credit risk on the Class B-2HA Reference Tranche in an amount such that it will be not less than 5% of the credit risk on the Class B-2A and Class B-2HA Reference Tranches (in the aggregate) (which will take into account the credit risk with respect to the STACR 2017-DNA1 reference pool previously transferred through the issuance of the STACR 2017-DNA1 transaction) and (ii) retaining the credit risk on not less than 5% of each of the Class A-HA Reference Tranche, the Class MB-HA Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA1 reference pool previously transferred through the issuance of the STACR 2017-DNA1 transaction and the ACIS 2017-DNA1 transaction) and the Class B-3HA Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA1 reference pool previously transferred through the issuance of the STACR 2017-DNA1 transaction) and, in the case of any tranching of the Class A-HA Reference Tranche, the Class MB-HA Reference Tranche or the Class B-3HA Reference Tranche, on not less than 5% of each tranche into which the Class A-HA Reference Tranche, the Class MB-HA Reference Tranche or the Class B-3HA Reference Tranche, as applicable, is tranching;

(b) with respect to Reference Pool B: (i) retaining the credit risk on the Class B-2HB Reference Tranche in an amount such that it will be not less than 5% of the credit risk on the Class B-2B and Class B-2HB Reference Tranches (in the aggregate) (which will take into account the credit risk with respect to the STACR 2017-DNA2 reference pool previously transferred through the issuance of the STACR 2017-DNA2 transaction) and (ii) retaining the credit risk on not less than 5% of each of the Class A-HB Reference Tranche, the Class MB-HB Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA2 reference pool previously transferred through the issuance of the STACR 2017-DNA2 transaction and the ACIS 2017-DNA2 transaction) and the Class B-3HB Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA2 reference pool previously transferred through the issuance of the STACR 2017-DNA2 transaction) and, in the case of any tranching of the Class A-HB Reference Tranche, the Class MB-HB Reference Tranche or the Class B-3HB Reference Tranche, on not less than 5% of each tranche into which the Class A-HB Reference Tranche, the Class MB-HB Reference Tranche or the Class B-3HB Reference Tranche, as applicable, is tranching;

(c) with respect to Reference Pool C: (i) retaining the credit risk on the Class B-2HC Reference Tranche in an amount such that it will be not less than 5% of the credit risk on the Class B-2C and Class B-2HC Reference Tranches (in the aggregate) and (ii) retaining the credit risk on not less than 5% of each of the Class A-HC Reference Tranche, the Class MB-HC Reference Tranche (which will take into account the credit risk with respect to the STACR 2017-DNA3 reference pool previously transferred through the issuance of the STACR 2017-DNA3 transaction and the ACIS 2017-DNA3 transaction) and the Class B-3HC Reference Tranche and, in the case of any tranching of the Class A-HC Reference Tranche, the Class MB-HC Reference Tranche or the Class B-3HC Reference Tranche, on not less than 5% of each tranche into which the Class A-HC Reference Tranche, the Class MB-HC Reference Tranche or the Class B-3HC Reference Tranche, as applicable, is tranching; and

(d) with respect to Reference Pool D: (i) retaining the credit risk on the Class B-2HD Reference Tranche in an amount such that it will be not less than 5% of the credit risk on the Class B-2D and Class B-2HD Reference Tranches (in the aggregate) and (ii) retaining the credit risk on not less than 5% of each of the Class A-HD Reference Tranche, the Class MB-HD Reference Tranche (which will take into account the credit risk with respect to the STACR 2018-DNA1 reference pool previously transferred through the issuance of the STACR 2018-DNA1 transaction and the ACIS 2018-DNA1 transaction) and the Class B-3HD Reference Tranche and, in the case of any tranching of the Class A-HD Reference Tranche, the Class MB-HD Reference Tranche or the Class B-3HD Reference Tranche, on not less than 5% of each tranche into which the Class A-HD Reference Tranche, the Class MB-HD Reference Tranche or the Class B-3HD Reference Tranche, as applicable, is tranching.

**“Return Amount”** with respect to any Payment Date, means the aggregate Tranche Write-down Amounts, if any, allocated to reduce the Class Principal Balance of each applicable outstanding Class of Notes on such Payment Date (without regard to any exchanges of Exchangeable Notes for MAC Notes).

**“Return Reimbursement Amount”** with respect to any Payment Date, means the aggregate Tranche Write-up Amounts, if any, allocated to increase the Class Principal Balance of each applicable outstanding Class of Notes on such Payment Date (without regard to any exchanges of Exchangeable Notes for MAC Notes).

**“Reversed Credit Event Reference Obligation”** with respect to each Payment Date, means a Reference Obligation formerly in a Reference Pool that became a Credit Event Reference Obligation in a prior Reporting Period that is found in the related Reporting Period to have an Underwriting Defect or a Major Servicing Defect or a data correction that invalidates the previously determined Credit Event.

**“RIC”** means regulated investment company.

**“RICO”** means 18 U.S.C §§ 1961 – 1968, known as the Racketeer Influenced and Corrupt Organizations statute.

**“RM”** means interest rate modification.

**“RMBS”** means residential mortgage-backed securities.

**“Rule 17g-5”** means Rule 17g-5 of the Exchange Act.

**“Rules”** means the rules, regulations and procedures creating and affecting DTC and its operations.

**“S&P”** means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business.

**“Scheduled Maturity Date”** means the Payment Date in September 2047.

**“Scheduled Termination Date”** means the Payment Date in September 2047.

**“SEC”** means the U.S. Securities and Exchange Commission.

**“Section 1272(a)(6) Inclusion”** means the gross income inclusion under Section 1272(a)(6) of the Code for an accrual period.

**“Secured Collateral”** means, individually and collectively, all of the Trust’s right, title and interest in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Distribution Account, (b) the Custodian Account, (c) all Eligible Investments (including, without limitation, any interest of the Trust in the Custodian Account and any amounts from time to time on deposit therein) purchased with funds on deposit in the Custodian Account and all income from the investment of funds therein, (d) the Account Control Agreement, (e) the Investment Management Agreement, (f) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (g) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust described in the preceding clauses.

**“Secured Party”** means each of us and the Indenture Trustee on behalf of the Holders.

**“Securities Act”** means the Securities Act of 1933, as amended.

**“Senior Percentage”** with respect to each Reference Pool and any Payment Date, means the percentage equivalent of a fraction, the numerator of which is the Class Notional Amount of the Corresponding Class A-H Reference Tranche immediately prior to such Payment Date and the denominator of which is the aggregate UPB of the Corresponding Reference Obligations at the end of the previous Reporting Period.

**“Senior Preferred Stock”** means the Variable Liquidation Preference Senior Preferred Stock (with an initial liquidation preference of \$1 billion).

**“Senior Reduction Amount”** with respect to each Reference Pool and any Payment Date, means:

(A) if any of the related Minimum Credit Enhancement Test, Cumulative Net Loss Test or Delinquency Test for such Reference Pool on such Payment Date is not satisfied, the sum of:

- (i) 100% of Stated Principal for such Reference Pool for such Payment Date; and
- (ii) 100% of Recovery Principal for such Reference Pool for such Payment Date; or

(B) if the related Minimum Credit Enhancement Test, Cumulative Net Loss Test and Delinquency Test for such Reference Pool on such Payment Date are satisfied, the sum of:

- (i) the Senior Percentage of Stated Principal for such Reference Pool for such Payment Date; and
- (ii) 100% of Recovery Principal for such Reference Pool for such Payment Date.

**“Senior Reference Tranche”** with respect to each Reference Pool, means the Corresponding Class A-H Reference Tranche.

**“Servicing Remedy Management”** means a group under our servicing quality assurance department, that provides clarity on the process for categorizing loan-level servicing defects based on servicing violations, assists servicers with the corrections of such defects and issues loan-level remedies for servicing violations.

**“Settlement Date”** with respect to any Reference Obligation, means the date we purchased such Reference Obligation.

**“SFA”** means the Securities and Futures Act, Chapter 289 of Singapore.

**“Significant Modification”** means a modification of a debt instrument that constitutes a “significant modification” under Treasury Regulations section 1.1001-3.

**“Similar Law”** means any foreign, United States federal, state or local law which is similar to ERISA or Section 4975 of the Code.

**“Single Family Loan-Level Dataset”** means loan-level credit performance data on a portion of fully amortizing, fixed-rate, single-family mortgage loans, that we purchased or included in securities that we guaranteed between January 1, 1999 and September 30, 2018 that is available online at [http://www.freddiemac.com/research/datasets/sf\\_loanlevel\\_dataset.html](http://www.freddiemac.com/research/datasets/sf_loanlevel_dataset.html).

**“SMMEA”** means the Secondary Mortgage Market Enhancement Act of 1984, as amended.

**“Sponsor”** means Freddie Mac.

**“SSPE”** means a securitization special purpose entity.

**“Standard Modification”** means our standard modification program.

**“STACR 2017-DNA1”** means the Structured Agency Credit Risk (STACR) transaction commonly known as STACR 2017-DNA1.

**“STACR 2017-DNA2”** means the Structured Agency Credit Risk (STACR) transaction commonly known as STACR 2017-DNA2.

**“STACR 2017-DNA3”** means the Structured Agency Credit Risk (STACR) transaction commonly known as STACR 2017-DNA3.

**“STACR 2018-DNA1”** means the Structured Agency Credit Risk (STACR) transaction commonly known as STACR 2017-DNA1.

**“Stated Principal”** with respect to each Reference Pool and any Payment Date, means the sum of:

- (a) all monthly scheduled payments of principal due (whether with respect to the related Reporting Period or any prior Reporting Period) on the Corresponding Reference Obligations and collected during the related Reporting Period, plus



(b) all partial principal prepayments on the Corresponding Reference Obligations collected during the related Reporting Period, plus

(c) the aggregate UPB of all Corresponding Reference Obligations that became Reference Pool Removals during the related Reporting Period, other than Credit Event Reference Obligations or any Reversed Credit Event Reference Obligations in such Reference Pool, plus

(d) negative adjustments in the UPB of all Corresponding Reference Obligations as the result of loan modifications or data corrections, minus

(e) positive adjustments in the aggregate UPB of all Corresponding Reference Obligations as the result of loan modifications, reinstatements into such Reference Pool of Reference Obligations that were previously removed from such Reference Pool in error, or data corrections.

In the event the amount in clause (e) above exceeds the sum of the amounts in clauses (a) through (d) above, the sum of the amounts in clauses (a) through (e) above for the applicable Payment Date will be deemed to be zero, and the Class Notional Amount for the Corresponding Class A-H Reference Tranche will be increased by the amount in clause (e) above exceeds the sum of the amounts in clauses (a) through (d) above. In the event that we were ever to employ a policy that permitted or required principal forgiveness as a loss mitigation alternative that would be applicable to the Reference Obligations, any principal that may be forgiven with respect to a Reference Obligation will be treated as a negative adjustment in the UPB of such Reference Obligation pursuant to clause (d) above.

**“Stearns”** means Stearns Lending LLC.

**“Streamlined Accept Documentation”** means our streamlined accept procedures for mortgage loans.

**“Streamlined Modification”** means our streamlined modification program for mortgage loans that are 90 or more days delinquent.

**“Subordinate Percentage”** with respect to each Reference Pool and any Payment Date, means the percentage equal to 100% minus the Senior Percentage for such Reference Pool for such Payment Date.

**“Subordinate Reduction Amount”** with respect to each Reference Pool and any Payment Date, means the sum of the Stated Principal and Recovery Principal for such Reference Pool for such Payment Date, less the Senior Reduction Amount for such Reference Pool for such Payment Date.

**“Tax Opinion”** means an opinion, subject to customary assumptions, qualifications and exclusions, of nationally recognized U.S. federal income tax counsel to the effect that (1) such opinion reaffirms each of the tax opinions delivered on the Closing Date and (2) such amendment will not result in Holders recognizing income, gain or loss for U.S. federal income tax purposes.

**“Termination Date”** means the earlier to occur of:

- (i) the Scheduled Termination Date; and
- (ii) the Early Termination Date.

**“Terms and Conditions”** means, collectively, the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of Euroclear and applicable Belgian law.

**“Third-Party Diligence Provider”** means a third-party diligence provider engaged by us to conduct the Third-Party Due Diligence Review with respect to the original Reference Pools.

**“Third-Party Due Diligence Review”** means the review of certain aspects of the mortgage loans in each Reference Pool conducted by a Third-Party Diligence Provider.

**“TILA”** means the Federal Truth-in-Lending Act.

**“TLTV”** means total loan-to-value, which with respect to each Reference Obligation, is a ratio, expressed as a percentage, obtained by dividing (a) the amount of all known outstanding loans at origination by (b) the value of the mortgaged property. It is also referred to as CLTV in the risk factors, appendices and our loan level disclosure.

**“TOBs”** means terms of business.

**“Tranche Write-down Amount”** with respect to each Reference Pool and any Payment Date, means the excess, if any, of the Principal Loss Amount for such Reference Pool for such Payment Date over the Principal Recovery Amount for such Reference Pool for such Payment Date.

**“Tranche Write-up Amount”** with respect to each Reference Pool and any Payment Date, means the excess, if any, of the Principal Recovery Amount for such Reference Pool for such Payment Date over the Principal Loss Amount for such Reference Pool for such Payment Date.

**“Transaction”** means the transactions consummated pursuant to the Basic Documents.

**“Transaction Party”** means each of the Sponsor, the Administrator, the Trust, the Owner Trustee, each Initial Purchaser, the Indenture Trustee, the Exchange Administrator, the Custodian, the Investment Manager and the successors, assigns and Affiliates of any of them.

**“Transfer Amount”** with respect to each Payment Date, means an amount equal to the excess, if any, of the aggregate Interest Payment Amount for such Payment Date over the Index Component for such Payment Date.

**“Treasury”** means the United States Department of the Treasury.

**“Treasury Plan”** means the plan issued by Treasury to reform the housing finance system pursuant to the goals specified in the presidential memorandum issued on March 27, 2019.

**“TRID”** means the TILA-RESPA Know Before You Owe Integrated Disclosure Rule.

**“Trust”** means Freddie Mac STACR Trust 2019-FTR3, a Delaware statutory trust.

**“Trust Agreement”** means the trust agreement dated as of October 31, 2019, as amended and restated by that certain Amended and Restated Trust Agreement dated as of the Closing Date, each between the Sponsor and the Owner Trustee, as the same may be amended, supplemented or modified from time to time.

**“Trust Assets”** means all right, title and interest of the Trust in, to and under, whether now owned or existing, or hereafter acquired or arising, (a) the Basic Documents, (b) the Distribution Account and any amounts from time to time on deposit therein, (c) the Custodian Account and any amounts from time to time on deposit therein, (d) all Eligible Investments and all income realized from the investment thereof, (e) all accounts, general intangibles, chattel paper, instruments, documents, goods, money, investment property, deposit accounts, letters of credit and letter-of-credit rights, consisting of, arising from, or relating to, any of the foregoing, and (f) all proceeds, accessions, profits, income, benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Trust.

**“UCC”** means the Uniform Commercial Code as in effect in the State of New York from time to time.

**“Unconfirmed Servicing Defect”** with respect to any Reference Obligation, means the existence of the following, as we determine in our sole discretion:

- (a) there is a violation of the servicing guidelines and other requirements in the Guide (as modified by the terms of the related servicer’s contract, including any related TOBs); and
- (b) we have issued a notice of defect, repurchase letter or a repurchase alternative letter related to the servicing breach.

For the avoidance of doubt, any Reference Obligation with minor technical violations, which in each case we determine to be an acceptable Reference Obligation, may not result in an Unconfirmed Servicing Defect.

**“Unconfirmed Underwriting Defect”** with respect to any Reference Obligation, means the existence of the following, as we determine in our sole discretion: (i) there is a material violation of the underwriting guidelines and other requirements in the Guide (as modified by the terms of the related seller’s contract, including any related TOBs) with respect to such Reference Obligation, (ii) as of the origination date such Reference Obligation was secured by collateral that was inadequate or (iii) as of the origination date repayment in full on such Reference Obligation from the related mortgagor could not be expected. For the avoidance of doubt, any Reference Obligation with minor technical violations or missing documentation, which in each case we determine to be an acceptable Reference Obligation, will not result in an Unconfirmed Underwriting Defect.

**“Underwriting Defect”** with respect to any Payment Date and any Reference Obligation for which we have determined the existence of an Unconfirmed Underwriting Defect, means the occurrence of any of the following: (i) such Reference Obligation is repurchased by the related seller or servicer during the related Reporting Period, (ii) in lieu of repurchase, an alternative remedy (such as indemnification) is mutually agreed upon by us and the related seller or servicer during the related Reporting Period, (iii) we in our sole discretion determine during the related Reporting Period that such Reference Obligation is no longer acceptable to us or (iv) the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation becomes subject to a bankruptcy, an insolvency proceeding or a receivership.

**“UPB”** with respect to any Reference Obligation or mortgage loan, means the unpaid principal balance of such Reference Obligation or mortgage loan.

**“U.S. Bank”** means U.S. Bank National Association.

**“U.S. Beneficial Owner”** means a U.S. Person that beneficially owns a Note.

**“USPAP”** means the Uniform Standards of Professional Appraisal Practices.

**“U.S. Person”** means:

- a. an individual who, for U.S. federal income tax purposes, is a citizen or resident of the United States;
- b. a corporation or partnership (or other business entity treated as a corporation or partnership for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- c. an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- d. 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. Certain trusts in existence on or before August 20, 1996 that were treated as U.S. persons under the law in effect on such date but fail to qualify as U.S. persons under current law may elect to continue to be treated as U.S. persons to the extent prescribed in the applicable Regulations.

**“VA”** means the U.S. Department of Veterans Affairs.

**“Volcker Rule”** means Section 619 (12 U.S.C. § 1851) of the Dodd Frank Act.

**“WAL”** or **“Weighted Average Life”** with respect to any Class of Notes, means the average amount of time that will elapse from the date of issuance of such Class of Notes until its balance is reduced to zero.

**“Warrant”** means a warrant to purchase, for a nominal price, shares of our common stock equal to 79.9% of the total number of shares of our common stock outstanding on a fully diluted basis at the time the warrant is exercised.

**“Weighted Average Life Tables”** means the tables set forth in *“Prepayment and Yield Considerations — Weighted Average Lives of the Notes — Weighted Average Life Tables”*.

**“Wells Fargo Securities”** means Wells Fargo Securities, LLC.

**“Write-up Excess”** with respect to each Reference Pool and any Payment Date, means the amount by which the Tranche Write-up Amount for such Reference Pool on such Payment Date exceeds the Tranche Write-up Amount for such Reference Pool allocated on such Payment Date pursuant to *clauses “first” through “fourth”* under *“Description of the Notes — Hypothetical Structures and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-up Amounts”*.

**“Yield Tables”** means the tables set forth in *“Prepayment and Yield Considerations — Yield Considerations with respect to the Notes — Yield Tables”*.

## ANNEX 1-A

### THE REFERENCE OBLIGATIONS IN REFERENCE POOL A

Unless otherwise noted, the statistical information presented in this Memorandum concerning Reference Pool A is based on the characteristics of the Corresponding Reference Obligations as of the Cut-off Date. In addition, unless otherwise noted, references to a percentage of Reference Obligations in this Annex refer to a percentage of Reference Obligations by Reference Pool A Cut-off Date Balance.

This Annex 1-A generally describes some of the material characteristics of Reference Pool A. Certain loan-level information for the Corresponding Reference Obligations may be accessed through Freddie Mac's website at [http://www.freddiemac.com/creditriskofferings/security\\_data.html](http://www.freddiemac.com/creditriskofferings/security_data.html).

The figures in this discussion may not correspond exactly to the related figures in the collateral stratification tables due to rounding differences. Prior to the Closing Date, Corresponding Reference Obligations will not be removed or substituted from Reference Pool A. We believe that the information set forth in the Memorandum and in this Annex 1-A is representative of the characteristics of Corresponding Reference Pool as such Corresponding Reference Pool will be constituted as of the Closing Date.

The Corresponding Reference Obligations were originated on or after the applicable dates referenced in clause (b) of the definition of Reference Pool A Initial Cohort Pool. We determined the population of Reference Pool A by selecting mortgage loans that meet the Reference Pool A Eligibility Criteria.

#### Selected Reference Obligation Data as of the Cut-off Date

	Range or Total	Average or Weighted Average
Number of Reference Obligations . . . . .	101,254	—
Aggregate Original Principal Balance <sup>(1)</sup> . . . . .	\$25,507,502,000	—
Original Principal Balance <sup>(1)</sup> . . . . .	\$18,000 to \$1,069,000	\$251,916
Aggregate Principal Balance (truncated) . . . . .	\$23,359,978,087	—
Principal Balance . . . . .	\$59 to \$1,009,376	\$230,707
Mortgage Rate . . . . .	3.250% to 5.625%	3.950%
Remaining Term to Maturity (months) . . . . .	210 to 321	318
Original Term to Maturity (months) . . . . .	252 to 360	359
Loan Age (months) . . . . .	39 to 45	41
Original LTV Ratio . . . . .	61% to 80%	75%
Original CLTV Ratio . . . . .	61% to 97%	76%
ELTV Ratio <sup>(2)</sup> . . . . .	1% to 693%	60%
Original DTI Ratio <sup>(3)</sup> . . . . .	1% to 50%	35%
Original Credit Score <sup>(4)</sup> . . . . .	600 to 832	754
Updated Credit Score <sup>(5)</sup> . . . . .	427 to 844	760
Latest Maturity Date . . . . .	July 2046	—

(1) The original UPB of each Reference Obligation is rounded to the nearest \$1,000.

(2) Calculated based on those Reference Obligations that had non-zero ELTV ratios.

(3) Calculated based only on those Reference Obligations that had non-zero original DTI ratios.

(4) Calculated based only on those Reference Obligations that had non-zero original Credit Scores for the mortgagors.

(5) Calculated based only on those Reference Obligations that had non-zero updated Credit Scores for the mortgagors.

#### Top Five Geographic Concentration of Mortgaged Properties

California . . . . .	23.06%
Texas . . . . .	6.34%
Florida . . . . .	5.29%
Colorado . . . . .	4.66%
Illinois . . . . .	4.07%
Maximum Three-Digit Zip Code Concentration . . . . .	2.10%

The characteristics of Reference Pool A will change from time to time to reflect subsequent payments, prepayments and Credit Events with respect to Reference Obligations included in Reference Pool A. In addition, the characteristics of Reference Pool A may change after the issuance of the Notes as a result of Reference Pool Removals.

See “Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount” for a description of how Reference Pool Removals affect the Notes. In the event that a Reference Obligation that was previously removed from the Corresponding Reference Pool is discovered to have been removed in error, such Reference Obligation will be reinstated into the Corresponding Reference Pool. See “Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-up Amounts”. See “General Mortgage Loan Purchase and Servicing — Servicing Standards” and “— Quality Control Process” in Appendix B for a description of how Major Servicing Defects, Minor Servicing Defects and Underwriting Defects may be discovered through Freddie Mac’s quality control processes.

Were these changes ever to occur, they could materially alter the Corresponding Reference Pool characteristics shown above and the WALs and yields to maturity of the Notes.

The table below summarizes (i) the mortgage loans in the Reference Pool A Initial Cohort Pool that were excluded from Reference Pool A due to delinquencies, payoffs, borrower bankruptcy filings, quality control removals and data reconciliation or corrected data removals, as applicable, and (ii) the Corresponding Reference Obligations.

Category	Number of Mortgage Loans	Aggregate Original Principal Balance (\$) <sup>(1)</sup>	Average Original Principal Balance (\$) <sup>(1)</sup>	Non-Zero Weighted Average Original Credit Score	Weighted Average Original LTV Ratio (%)	Non-Zero Weighted Average Original DTI Ratio (%)
Reference Pool A Initial Cohort Pool	137,250	34,491,028,000	251,301	751	75	35
less mortgage loans that were repurchased or removed by quality control process <sup>(2)</sup>	38	11,815,000	310,921	702	77	40
less mortgage loans that were paid in full	32,795	8,235,198,000	251,111	745	75	35
less mortgage loans that were removed due to having failed delinquency criteria or the borrower having filed for bankruptcy	3,163	736,513,000	232,853	716	76	37
<b>Reference Pool A</b>	<b>101,254</b>	<b>25,507,502,000</b>	<b>251,916</b>	<b>754</b>	<b>75</b>	<b>35</b>

(1) The original UPB of each Reference Obligation is rounded to the nearest \$1,000.

(2) Includes mortgage loans removed as a result of the findings of the Third-Party Diligence Provider, if applicable. Also includes mortgage loans repurchased by the seller/servicer as a result of their internal quality control process and/or voluntarily repurchased by the seller/servicer.

The table below summarizes the delinquency status as of October 31, 2019, of the mortgage loans that were excluded from Reference Pool A due to having been reported 30 days or more delinquent in the last six months or due to having been reported 30 days or more delinquent more than once in the last 12 months.

Reference Pool A Initial Cohort Pool Total Number of Mortgage Loans	137,250	
	Number of Mortgage Loans	% of Reference Pool A Initial Cohort Pool
<b>Total Delinquency/Bankruptcy Removals</b>	3,163	2.305%
<b>Mortgage Loans with Current Status</b>	2,187	1.593%
<b>Mortgage Loans with Delinquent Status</b>	976	0.711%
30-59 days delinquent	590	0.430%
60-89 days delinquent	133	0.097%
90-119 days delinquent	46	0.034%
120-149 days delinquent	41	0.030%
150-179 days delinquent	31	0.023%
180 days or more delinquent <sup>(1)</sup>	135	0.098%

(1) Includes 37 mortgage loans which are REO acquisitions.



## Collateral Stratification Tables

### Reference Pool A as of the Cut-off Date

#### Amortization Type of the Reference Obligations

Amortization Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Fixed Rate .....	101,254	23,359,978,087.45	100.00	230,706.72	3.950	754	760	75	76	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

#### Principal Balance of the Reference Obligations at Origination

Range of Original Principal Balances (\$)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
0.01 to 25,000.00 .....	20	380,871.61	0.00	19,043.58	4.752	723	738	77	77	36
25,000.01 to 50,000.00 .....	717	27,549,855.00	0.12	38,423.79	4.369	747	747	77	77	48
50,000.01 to 75,000.00 .....	2,607	153,594,776.24	0.66	58,916.29	4.303	744	749	76	76	53
75,000.01 to 100,000.00 .....	5,077	416,683,945.72	1.78	82,072.87	4.169	748	754	75	76	56
100,000.01 to 125,000.00 .....	6,923	717,630,410.64	3.07	103,658.88	4.119	748	755	76	76	57
125,000.01 to 150,000.00 .....	8,120	1,024,679,987.52	4.39	126,192.12	4.065	750	757	76	76	58
150,000.01 to 200,000.00 .....	17,161	2,770,029,025.75	11.86	161,414.20	4.004	752	759	76	76	59
200,000.01 to 250,000.00 .....	14,972	3,090,474,995.33	13.23	206,416.98	3.944	754	761	76	76	60
250,000.01 to 300,000.00 .....	13,171	3,321,099,254.86	14.22	252,152.40	3.915	754	762	76	76	61
300,000.01 to 350,000.00 .....	10,394	3,093,903,092.08	13.24	297,662.41	3.891	756	762	76	76	61
350,000.01 to 400,000.00 .....	9,292	3,204,402,268.33	13.72	344,856.03	3.871	756	762	76	76	62
400,000.01 to 450,000.00 .....	7,333	2,802,913,218.94	12.00	382,232.81	3.894	754	757	74	76	60
450,000.01 to 500,000.00 .....	1,780	781,512,818.18	3.35	439,052.15	4.022	754	757	74	75	61
500,000.01 to 550,000.00 .....	1,494	722,268,320.26	3.09	483,446.00	3.988	755	759	74	75	61
550,000.01 to 600,000.00 .....	1,094	582,026,912.42	2.49	532,017.29	3.997	754	756	75	76	61
600,000.01 to 650,000.00 .....	946	543,121,632.19	2.33	574,124.35	3.992	750	753	73	75	61
650,000.01 to 700,000.00 .....	44	27,793,348.42	0.12	631,667.01	4.223	755	756	73	73	67
700,000.01 to 750,000.00 .....	43	28,965,231.42	0.12	673,610.03	4.214	747	757	73	73	61
750,000.01 to 800,000.00 .....	36	26,080,140.73	0.11	724,448.35	4.365	749	758	71	71	58
800,000.01 to 850,000.00 .....	14	10,521,197.02	0.05	751,514.07	4.271	751	724	68	68	51
850,000.01 to 900,000.00 .....	4	3,345,335.29	0.01	836,333.82	4.655	736	739	71	71	N/A
900,000.01 and greater .....	12	11,001,449.50	0.05	916,787.46	4.581	750	758	70	70	79
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The average principal balance of the Reference Obligations at origination was approximately \$251,915.99.

\* Amounts may not add up to the totals shown due to rounding.

## Principal Balance of the Reference Obligations

Range of Principal Balances (\$)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
0.01 to 25,000.00	200	3,003,400.56	0.01	15,017.00	4.151	762	775	76	76	16
25,000.01 to 50,000.00	1,223	50,106,642.95	0.21	40,970.27	4.267	750	755	76	76	42
50,000.01 to 75,000.00	3,533	225,428,859.77	0.97	63,806.64	4.236	748	754	76	76	51
75,000.01 to 100,000.00	6,387	566,594,185.47	2.43	88,710.53	4.141	749	755	76	76	55
100,000.01 to 125,000.00	8,083	912,760,530.87	3.91	112,923.49	4.087	750	757	76	76	57
125,000.01 to 150,000.00	8,893	1,224,320,574.89	5.24	137,672.39	4.034	751	758	76	76	58
150,000.01 to 200,000.00	17,837	3,115,847,314.72	13.34	174,684.49	3.984	753	760	76	76	59
200,000.01 to 250,000.00	15,446	3,463,096,592.75	14.82	224,206.69	3.931	754	761	76	76	60
250,000.01 to 300,000.00	12,800	3,512,312,213.08	15.04	274,399.39	3.904	755	762	76	76	61
300,000.01 to 350,000.00	10,077	3,269,240,634.62	14.00	324,425.98	3.881	755	762	76	76	62
350,000.01 to 400,000.00	10,761	4,043,867,280.60	17.31	375,789.17	3.882	754	758	74	76	61
400,000.01 to 450,000.00	1,815	772,846,767.99	3.31	425,810.89	4.010	755	758	75	75	61
450,000.01 to 500,000.00	1,680	796,189,194.26	3.41	473,922.14	4.003	754	758	74	75	61
500,000.01 to 550,000.00	1,221	639,261,230.69	2.74	523,555.47	4.005	754	757	74	75	61
550,000.01 to 600,000.00	1,131	648,630,781.31	2.78	573,502.02	3.996	750	752	74	76	61
600,000.01 to 650,000.00	50	30,988,824.24	0.13	619,776.48	4.202	760	756	73	73	66
650,000.01 to 700,000.00	47	31,487,942.35	0.13	669,956.22	4.237	743	753	73	73	62
700,000.01 to 750,000.00	37	26,830,608.92	0.11	725,151.59	4.328	757	757	72	72	59
750,000.01 to 800,000.00	17	12,817,722.62	0.05	753,983.68	4.405	740	729	66	67	50
800,000.01 to 850,000.00	4	3,345,335.29	0.01	836,333.82	4.655	736	739	71	71	N/A
850,000.01 to 900,000.00	4	3,517,240.94	0.02	879,310.24	4.652	734	763	68	68	89
900,000.01 and greater	8	7,484,208.56	0.03	935,526.07	4.548	757	755	70	70	69
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The average principal balance of the Reference Obligations as of the Cut-off Date is approximately \$230,706.72.

## Mortgage Rate of the Reference Obligations

Range of Mortgage Rates (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
3.250 to 3.374	140	38,501,855.25	0.16	275,013.25	3.251	773	777	74	74	59
3.375 to 3.499	549	145,385,290.30	0.62	264,818.38	3.395	773	778	75	75	60
3.500 to 3.624	3,511	898,505,656.54	3.85	255,911.61	3.505	773	776	74	74	60
3.625 to 3.749	12,403	3,066,652,191.21	13.13	247,250.84	3.627	771	775	75	75	61
3.750 to 3.874	20,969	5,138,173,315.49	22.00	245,036.64	3.751	767	770	75	76	60
3.875 to 3.999	21,672	5,343,431,184.92	22.87	246,559.21	3.894	757	762	75	76	60
4.000 to 4.124	7,626	1,666,012,853.37	7.13	218,464.84	4.003	750	757	76	77	60
4.125 to 4.249	11,351	2,518,411,075.47	10.78	221,866.89	4.127	743	751	75	76	60
4.250 to 4.374	7,814	1,695,854,705.58	7.26	217,027.73	4.251	732	742	75	76	60
4.375 to 4.499	4,534	994,088,859.13	4.26	219,252.06	4.378	725	735	75	76	60
4.500 to 4.624	3,432	639,510,291.13	2.74	186,337.50	4.501	724	734	75	76	59
4.625 to 4.749	2,860	496,179,025.58	2.12	173,489.17	4.626	723	733	75	76	59
4.750 to 4.874	1,994	361,313,833.80	1.55	181,200.52	4.750	719	728	75	76	59
4.875 to 4.999	1,259	205,527,386.61	0.88	163,246.53	4.884	714	725	76	76	59
5.000 to 5.124	562	73,606,413.92	0.32	130,972.27	5.001	711	725	76	76	57
5.125 to 5.249	336	44,436,772.74	0.19	132,252.30	5.125	694	712	76	76	60
5.250 to 5.374	190	27,585,889.07	0.12	145,188.89	5.250	688	698	76	76	61
5.375 to 5.499	38	5,491,125.47	0.02	144,503.30	5.375	673	690	75	75	59
5.500 to 5.624	12	1,159,424.50	0.00	96,618.71	5.500	666	674	77	77	55
5.625 to 5.749	2	150,937.37	0.00	75,468.69	5.625	681	701	80	80	53
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The weighted average mortgage rate of the Reference Obligations as of the Cut-off Date is approximately 3.950%.

\* Amounts may not add up to the totals shown due to rounding.

### Loan Age of the Reference Obligations

Loan Age (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
39	9,010	2,150,470,322.09	9.21	238,675.95	3.870	755	761	75	76	61
40	26,892	6,288,159,763.65	26.92	233,830.13	3.914	755	760	75	76	61
41	33,325	7,751,417,640.24	33.18	232,600.68	3.945	754	760	75	76	60
42	24,862	5,660,020,226.01	24.23	227,657.48	3.971	753	759	75	76	60
43	6,024	1,270,225,481.91	5.44	210,860.80	4.133	749	757	75	76	59
44	1,138	239,338,388.62	1.02	210,314.93	4.282	747	753	76	76	60
45	3	346,264.93	0.00	115,421.64	4.438	753	788	78	78	54
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The weighted average loan age of the Reference Obligations as of the Cut-off Date is approximately 41 months.

### LTV Ratio of the Reference Obligations at Origination

Range of Original LTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
61 to 65	8,061	1,953,343,862.49	8.36	242,320.29	3.907	755	763	63	65	51
66 to 70	13,763	3,384,975,144.60	14.49	245,947.48	3.945	749	757	68	69	55
71 to 75	22,383	5,290,318,858.97	22.65	236,354.33	3.987	756	760	74	75	59
76 to 80	57,047	12,731,340,221.39	54.50	223,172.83	3.942	754	759	80	80	63
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The weighted average LTV ratio of the Reference Obligations at origination was approximately 75%.

### CLTV Ratio of the Reference Obligations at Origination

Range of Original CLTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
61 to 65	7,596	1,798,448,097.06	7.70	236,762.52	3.907	755	764	63	63	51
66 to 70	13,140	3,166,019,845.80	13.55	240,945.19	3.945	749	758	68	68	55
71 to 75	21,586	5,008,425,185.08	21.44	232,021.92	3.988	756	761	74	74	59
76 to 80	56,022	12,441,412,278.67	53.26	222,080.83	3.936	754	760	79	80	63
81 to 85	506	160,031,692.34	0.69	316,268.17	4.015	749	749	74	84	62
86 to 90	1,842	633,043,790.42	2.71	343,671.98	4.018	754	749	75	90	62
91 to 95	561	152,420,319.89	0.65	271,693.97	4.059	750	745	77	94	65
96 to 97	1	176,878.19	0.00	176,878.19	4.250	738	757	77	97	55
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The weighted average CLTV ratio of the Reference Obligations at origination was approximately 76%.

\* Amounts may not add up to the totals shown due to rounding.

### ELTV Ratio of the Reference Obligations

Range of ELTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	5,286	1,148,445,890.97	4.92	217,261.80	4.072	756	761	75	75	N/A
1 to 5	69	603,697.50	0.00	8,749.24	3.950	773	783	76	76	4
6 to 10	86	2,394,739.32	0.01	27,845.81	3.877	778	791	73	74	8
11 to 15	136	6,543,664.64	0.03	48,115.18	3.917	765	778	75	75	13
16 to 20	199	13,558,943.63	0.06	68,135.40	3.921	772	780	75	76	18
21 to 25	277	22,222,506.22	0.10	80,225.65	3.926	765	775	75	75	23
26 to 30	386	35,351,120.92	0.15	91,583.21	3.989	761	772	75	75	28
31 to 35	628	68,704,298.75	0.29	109,401.75	3.995	761	768	74	74	33
36 to 40	1,078	136,522,417.40	0.58	126,644.17	4.012	755	767	72	73	38
41 to 45	2,814	453,845,987.60	1.94	161,281.45	3.990	755	765	69	69	44
46 to 50	7,938	1,591,582,591.86	6.81	200,501.71	3.967	754	763	69	69	48
51 to 55	15,866	3,539,370,758.78	15.15	223,078.96	3.950	754	760	71	72	53
56 to 60	22,293	5,230,833,448.63	22.39	234,640.18	3.950	753	759	75	76	58
61 to 65	22,767	5,643,425,440.67	24.16	247,877.43	3.935	753	759	77	78	63
66 to 70	14,271	3,618,616,944.14	15.49	253,564.36	3.921	754	758	79	79	68
71 to 75	5,397	1,392,705,860.91	5.96	258,051.85	3.927	753	757	79	80	73
76 to 80	1,213	308,927,928.66	1.32	254,680.90	3.965	749	752	79	80	77
81 to 85	256	62,530,260.28	0.27	244,258.83	4.001	749	750	78	79	83
86 to 90	104	28,298,204.19	0.12	272,098.12	4.105	745	747	76	76	87
91 to 95	38	10,538,641.69	0.05	277,332.68	4.079	742	734	76	77	93
96 to 100	24	7,709,112.73	0.03	321,213.03	3.920	740	757	76	77	98
101 to 105	24	6,587,353.95	0.03	274,473.08	4.026	752	762	74	75	103
106 to 110	19	4,911,698.59	0.02	258,510.45	3.942	751	757	76	76	107
111 to 115	14	4,589,403.47	0.02	327,814.53	4.004	744	757	75	75	113
116 to 120	9	2,443,688.68	0.01	271,520.96	4.209	751	761	73	73	119
121 to 125	9	2,549,983.24	0.01	283,331.47	3.926	743	729	76	78	124
126 to 130	6	1,573,584.69	0.01	262,264.12	3.845	726	754	74	76	128
131 to 135	8	2,126,582.14	0.01	265,822.77	3.904	740	737	75	75	133
136 to 140	2	726,329.12	0.00	363,164.56	4.718	769	781	75	75	138
141 to 145	4	978,874.60	0.00	244,718.65	3.764	754	765	70	70	143
146 to 150	6	1,991,316.32	0.01	331,886.05	4.176	772	772	77	80	148
151 to 155	3	729,083.30	0.00	243,027.77	4.103	683	711	68	68	154
156 to 160	5	1,614,652.59	0.01	322,930.52	3.931	752	729	78	81	158
161 to 165	3	1,160,566.08	0.00	386,855.36	4.173	729	738	80	80	162
166 to 170	2	712,255.07	0.00	356,127.54	3.803	770	775	74	74	168
176 to 180	1	386,269.62	0.00	386,269.62	3.625	718	776	70	70	177
181 to 185	2	1,013,608.51	0.00	506,804.26	3.783	760	786	74	79	184
186 to 190	1	256,867.08	0.00	256,867.08	3.750	810	791	80	80	187
191 to 195	2	471,244.42	0.00	235,622.21	3.972	798	781	78	78	195
196 to 200	1	262,681.06	0.00	262,681.06	4.250	777	749	80	80	200
201 and greater	7	2,159,585.43	0.01	308,512.20	3.933	757	752	77	77	273
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The non-zero weighted average ELTV ratio of the Reference Obligations as of the Cut-off Date is approximately 60%.

### Credit Score of the Mortgagors of the Reference Obligations at Origination

Range of Original Credit Scores	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	8	1,162,166.72	0.00	145,270.84	4.009	N/A	748	80	80	61
600 to 619	47	7,535,994.80	0.03	160,340.31	4.223	611	639	77	77	62
620 to 639	1,054	205,064,166.65	0.88	194,558.03	4.444	630	658	75	75	60
640 to 659	1,932	382,934,886.08	1.64	198,206.46	4.385	650	678	75	75	60
660 to 679	3,550	735,719,142.94	3.15	207,244.83	4.313	670	696	74	75	59
680 to 699	7,068	1,568,959,501.09	6.72	221,980.69	4.146	690	716	75	76	60
700 to 719	9,802	2,259,940,839.43	9.67	230,559.16	4.060	709	733	75	76	60
720 to 739	11,419	2,696,994,087.52	11.55	236,184.79	3.958	730	746	75	76	61
740 to 759	14,013	3,343,009,732.87	14.31	238,564.88	3.904	750	757	76	76	61
760 to 779	17,521	4,184,714,381.00	17.91	238,839.93	3.886	770	771	75	76	60
780 to 799	21,406	5,044,109,354.63	21.59	235,639.98	3.865	790	784	75	76	60
800 to 819	13,123	2,867,151,906.77	12.27	218,482.96	3.856	807	794	75	75	59
820 to 839	311	62,681,926.95	0.27	201,549.60	3.880	822	806	74	74	58
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The non-zero weighted average Credit Score of the mortgagors of the Reference Obligations at origination was approximately 754.

\* Amounts may not add up to the totals shown due to rounding.

## Updated Credit Score of the Mortgagors of the Reference Obligations

Range of Updated Credit Scores	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	367	55,495,925.91	0.24	151,215.06	4.138	750	N/A	75	76	59
420 to 439	1	262,904.44	0.00	262,904.44	4.250	695	427	78	78	N/A
440 to 459	4	668,607.04	0.00	167,151.76	4.134	656	447	77	77	62
460 to 479	23	4,735,601.58	0.02	205,895.72	4.301	680	471	78	78	59
480 to 499	86	16,977,115.03	0.07	197,408.31	4.229	687	492	75	76	60
500 to 519	147	30,078,416.58	0.13	204,615.08	4.267	689	509	75	76	60
520 to 539	215	45,755,699.24	0.20	212,817.21	4.183	696	531	75	76	59
540 to 559	305	60,534,600.15	0.26	198,474.10	4.192	691	550	76	77	62
560 to 579	403	80,250,834.04	0.34	199,133.58	4.224	692	570	76	76	61
580 to 599	513	104,435,073.01	0.45	203,577.14	4.188	696	590	76	77	60
600 to 619	806	175,102,180.51	0.75	217,248.36	4.172	696	610	75	76	61
620 to 639	1,154	251,240,108.19	1.08	217,712.40	4.150	700	630	76	76	61
640 to 659	1,789	398,395,201.51	1.71	222,691.56	4.147	706	650	76	77	61
660 to 679	3,064	698,847,738.23	2.99	228,083.47	4.108	712	670	75	76	60
680 to 699	4,388	1,008,246,412.97	4.32	229,773.57	4.075	718	690	75	76	60
700 to 719	5,941	1,416,456,267.68	6.06	238,420.51	4.055	723	710	75	76	61
720 to 739	8,174	1,927,904,812.27	8.25	235,858.19	4.010	733	730	75	76	61
740 to 759	11,746	2,744,979,175.96	11.75	233,694.80	3.971	744	750	75	76	60
760 to 779	17,920	4,207,127,914.18	18.01	234,772.76	3.928	757	770	75	76	60
780 to 799	23,233	5,482,834,000.75	23.47	235,993.37	3.880	771	789	75	76	60
800 to 819	15,507	3,490,894,650.64	14.94	225,117.34	3.872	780	808	75	76	60
820 to 839	5,240	1,113,363,821.32	4.77	212,474.01	3.871	788	826	75	75	59
840 to 859	228	45,391,026.22	0.19	199,083.45	3.890	789	840	74	74	59
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The non-zero weighted average updated Credit Score of the mortgagors of the Reference Obligations was approximately 760.

## DTI Ratio of the Reference Obligations at Origination

Range of Original DTI Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	1	69,719.68	0.00	69,719.68	4.000	762	789	66	66	25
1 to 20	9,409	1,934,125,549.05	8.28	205,561.22	3.878	768	775	75	76	60
21 to 25	10,979	2,409,170,110.07	10.31	219,434.38	3.883	764	771	75	76	60
26 to 30	14,382	3,258,735,504.32	13.95	226,584.31	3.909	759	767	76	76	60
31 to 35	16,477	3,846,016,637.82	16.46	233,417.29	3.940	753	759	75	76	60
36 to 40	18,598	4,339,336,929.06	18.58	233,322.77	3.980	749	755	75	76	60
41 to 45	21,577	5,132,143,861.60	21.97	237,852.52	4.020	743	748	75	76	60
46 to 50	9,831	2,440,379,775.85	10.45	248,233.12	3.940	758	759	75	75	59
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The non-zero weighted average DTI ratio of the Reference Obligations at origination was approximately 35%.

## Occupancy Type of the Reference Obligations

Occupancy Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Primary Residence	85,192	20,345,708,298.83	87.10	238,821.82	3.907	752	759	75	76	61
Investment Property	10,861	1,959,779,206.17	8.39	180,441.88	4.434	760	763	73	74	57
Second Home	5,201	1,054,490,582.45	4.51	202,747.66	3.876	766	770	76	77	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

\* Amounts may not add up to the totals shown due to rounding.



### Loan Purpose of the Reference Obligations

Loan Purpose	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Purchase . . . . .	53,810	11,820,426,261.32	50.60	219,669.69	3.922	757	762	77	78	61
No Cash-out Refinance . . . . .	24,946	6,450,429,515.68	27.61	258,575.70	3.871	754	761	73	74	59
Cash-out Refinance . . . . .	22,498	5,089,122,310.45	21.79	226,203.32	4.112	745	752	74	74	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

### Property Type of the Reference Obligations

Property Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Single Family . . . . .	63,963	14,595,341,110.72	62.48	228,184.12	3.964	752	757	75	76	60
Planned Unit Development . . . . .	27,870	6,743,928,684.20	28.87	241,978.07	3.912	756	761	76	77	61
Condominium . . . . .	8,962	1,953,481,429.67	8.36	217,973.83	3.967	761	768	75	75	60
Manufactured Housing . . . . .	236	26,383,876.70	0.11	111,796.09	4.132	748	757	76	77	N/A
Co-operative . . . . .	223	40,842,986.16	0.17	183,152.40	3.976	750	762	76	76	59
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

\* Amounts may not add up to the totals shown due to rounding.

## Geographic Concentration of the Mortgaged Properties (State or Territory)

State or Territory	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
California	16,775	5,385,928,895.38	23.06	321,068.79	3.975	752	758	73	74	57
Texas	7,044	1,480,699,886.47	6.34	210,207.25	3.972	750	753	76	78	63
Florida	6,540	1,234,608,336.92	5.29	188,778.03	4.019	749	756	76	76	61
Colorado	4,211	1,088,769,459.32	4.66	258,553.66	3.967	757	763	75	76	57
Illinois	4,582	950,733,253.45	4.07	207,493.07	3.902	757	763	76	77	67
Washington	3,462	902,341,268.01	3.86	260,641.61	3.979	756	766	75	76	54
New York	3,227	846,890,309.95	3.63	262,438.89	4.078	747	749	75	75	60
Virginia	2,772	749,761,071.17	3.21	270,476.58	3.900	757	764	75	77	64
Massachusetts	2,625	741,847,045.43	3.18	282,608.40	3.888	754	757	75	75	59
New Jersey	2,717	721,640,044.35	3.09	265,601.78	3.948	752	752	76	76	64
North Carolina	3,117	619,306,280.76	2.65	198,686.65	3.895	758	765	76	77	61
Oregon	2,568	616,089,592.16	2.64	239,910.28	3.970	759	768	75	76	59
Arizona	2,837	562,209,420.26	2.41	198,170.40	4.015	755	761	76	76	57
Georgia	2,678	532,927,528.26	2.28	199,002.06	3.913	753	761	76	77	60
Maryland	1,934	521,062,793.74	2.23	269,422.33	3.920	756	761	76	77	66
Pennsylvania	2,675	502,016,451.14	2.15	187,669.70	3.907	756	761	76	77	63
Michigan	2,908	479,866,885.22	2.05	165,016.12	3.953	751	760	76	77	59
Minnesota	2,233	448,119,788.02	1.92	200,680.60	3.879	760	769	77	78	62
Utah	1,729	391,248,986.12	1.67	226,286.28	3.883	758	761	75	76	55
Ohio	2,493	382,029,809.02	1.64	153,241.00	3.910	755	763	77	78	62
Wisconsin	1,878	328,655,930.78	1.41	175,003.16	3.838	760	767	76	77	60
Tennessee	1,703	322,978,738.10	1.38	189,652.81	3.936	755	763	76	77	59
Missouri	1,862	313,044,902.79	1.34	168,122.93	3.895	758	767	76	77	63
Indiana	1,675	253,055,716.11	1.08	151,078.04	3.936	752	758	77	77	60
South Carolina	1,235	234,066,685.16	1.00	189,527.68	3.924	755	762	76	77	62
Nevada	1,151	230,422,289.37	0.99	200,193.13	4.063	750	757	76	76	55
Connecticut	955	215,142,107.07	0.92	225,279.69	3.905	754	757	76	77	68
Hawaii	541	209,199,068.35	0.90	386,689.59	3.873	756	761	74	75	60
Louisiana	917	176,709,900.17	0.76	192,704.36	3.953	748	755	76	76	68
Kentucky	1,056	165,906,138.49	0.71	157,108.09	3.888	755	762	77	77	64
Iowa	895	146,025,217.92	0.63	163,156.67	3.811	755	763	77	78	65
Alabama	772	137,145,104.32	0.59	177,649.10	3.890	756	762	76	77	63
Kansas	787	133,920,969.27	0.57	170,166.42	3.864	757	764	77	78	63
District of Columbia	324	130,646,189.75	0.56	403,228.98	3.895	762	769	74	76	61
Idaho	635	119,255,547.02	0.51	187,804.01	3.940	757	762	76	77	51
Oklahoma	673	109,137,327.83	0.47	162,165.42	3.979	753	756	76	77	67
Arkansas	629	105,457,066.93	0.45	167,658.29	3.902	749	755	77	77	65
New Hampshire	476	101,782,505.75	0.44	213,828.79	3.869	757	758	76	77	59
Montana	467	98,846,091.70	0.42	211,661.87	3.900	757	761	76	76	60
Maine	392	74,548,439.22	0.32	190,174.59	3.914	758	764	76	76	59
Rhode Island	322	71,138,688.36	0.30	220,927.60	3.925	749	756	76	77	60
Nebraska	415	68,523,417.74	0.29	165,116.67	3.876	756	762	76	77	61
Vermont	343	67,257,203.67	0.29	196,085.14	3.767	757	763	76	76	65
Delaware	304	64,295,663.50	0.28	211,498.89	3.933	760	761	76	77	66
New Mexico	343	59,759,017.80	0.26	174,224.54	4.018	755	755	76	77	63
North Dakota	256	54,500,526.38	0.23	212,892.68	3.821	750	761	76	77	68
Mississippi	275	47,485,195.46	0.20	172,673.44	3.937	744	753	76	77	68
Alaska	197	45,463,145.04	0.19	230,777.39	4.021	745	746	75	75	68
Wyoming	181	39,778,301.35	0.17	219,769.62	3.917	752	760	76	76	63
West Virginia	245	36,355,863.55	0.16	148,391.28	3.953	750	753	76	77	68
South Dakota	193	33,957,822.28	0.15	175,947.27	3.845	752	762	77	77	61
Virgin Islands	13	4,165,069.55	0.02	320,389.97	3.956	741	743	79	79	N/A
Guam	12	2,605,896.25	0.01	217,158.02	3.758	736	737	77	77	N/A
Puerto Rico	5	649,235.27	0.00	129,847.05	3.614	743	723	77	77	N/A
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

\* Amounts may not add up to the totals shown due to rounding.

## Geographic Concentration of the Mortgaged Properties (Top 10 Metropolitan Statistical Areas (“MSA”))

Top 10 MSAs	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Los Angeles-Long Beach-Glendale, CA . . .	4,001	1,405,074,729.95	6.01	351,180.89	3.988	751	755	73	74	57
Denver-Aurora-Lakewood, CO . . . . .	2,605	691,978,558.90	2.96	265,634.76	3.976	756	762	75	76	57
Washington-Arlington-Alexandria, DC-VA-MD-WV . . . . .	2,084	690,375,601.35	2.96	331,274.28	3.892	757	764	75	76	63
Chicago-Naperville-Evanston, IL . . . . .	2,964	675,841,721.45	2.89	228,016.78	3.915	758	765	76	77	66
New York-Jersey City-White Plains, NY-NJ . . . . .	1,870	611,541,798.35	2.62	327,027.70	4.103	748	748	75	75	61
Anaheim-Santa Ana-Irvine, CA . . . . .	1,571	609,449,429.67	2.61	387,937.26	3.931	753	756	73	73	59
Riverside-San Bernardino-Ontario, CA . . . . .	2,230	557,573,459.43	2.39	250,032.94	3.976	747	753	74	75	58
San Diego-Chula Vista-Carlsbad, CA . . . . .	1,623	544,169,066.50	2.33	335,285.93	3.952	754	762	74	74	58
Seattle-Bellevue-Kent, WA . . . . .	1,793	540,231,715.31	2.31	301,300.45	3.978	756	766	75	75	54
Oakland-Berkeley-Livermore, CA . . . . .	1,379	516,813,653.01	2.21	374,774.22	3.982	752	761	73	73	56
Other . . . . .	79,134	16,516,928,353.53	70.71	208,721.01	3.941	754	760	76	76	61
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

## Geographic Concentration of the Mortgaged Properties (Top 10 Three-Digit Zip Codes)

Top 10 Three-Digit Zip Codes	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
945xx . . . . .	1,341	489,525,719.24	2.10	365,045.28	3.974	750	760	73	73	56
913xx . . . . .	949	347,975,454.17	1.49	366,675.93	3.947	752	757	74	74	59
750xx . . . . .	1,406	333,560,693.54	1.43	237,240.89	3.911	751	756	77	78	63
917xx . . . . .	1,018	329,453,269.97	1.41	323,627.97	3.934	748	753	73	74	58
926xx . . . . .	704	286,352,062.38	1.23	406,750.09	3.910	757	761	72	73	60
980xx . . . . .	925	277,796,701.15	1.19	300,320.76	3.968	755	764	75	75	54
928xx . . . . .	765	272,697,370.44	1.17	356,467.15	3.930	749	754	73	74	59
606xx . . . . .	933	238,108,070.89	1.02	255,206.94	3.946	759	766	75	76	66
972xx . . . . .	848	230,977,358.22	0.99	272,378.96	3.954	758	767	74	75	61
920xx . . . . .	683	230,237,188.90	0.99	337,096.91	3.946	754	760	74	74	58
Other . . . . .	91,682	20,323,294,198.55	87.00	221,671.58	3.951	754	760	75	76	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

## Original Term to Maturity of the Reference Obligations

Original Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
240 to 259 . . . . .	8	1,179,481.41	0.01	147,435.18	3.894	760	733	76	76	58
260 to 279 . . . . .	59	9,963,635.49	0.04	168,875.18	4.035	751	766	73	73	57
280 to 299 . . . . .	49	10,631,456.68	0.05	216,968.50	3.991	756	751	72	73	57
300 to 319 . . . . .	1,105	245,184,696.89	1.05	221,886.60	3.911	754	761	73	74	58
320 to 339 . . . . .	136	34,104,710.30	0.15	250,769.93	3.884	758	765	74	74	59
340 to 359 . . . . .	74	15,892,867.72	0.07	214,768.48	3.928	752	755	74	76	60
360 . . . . .	99,823	23,043,021,238.96	98.64	230,838.80	3.950	754	759	75	76	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The weighted average original term to maturity of the Reference Obligations is approximately 359 months.

\* Amounts may not add up to the totals shown due to rounding.

## Remaining Term to Maturity of the Reference Obligations

Remaining Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
200 to 219 .....	8	1,179,481.41	0.01	147,435.18	3.894	760	733	76	76	58
220 to 239 .....	59	9,963,635.49	0.04	168,875.18	4.035	751	766	73	73	57
240 to 259 .....	746	165,745,993.59	0.71	222,179.62	3.941	754	761	73	74	58
260 to 279 .....	408	90,070,159.98	0.39	220,760.20	3.865	755	761	73	73	58
280 to 299 .....	139	34,719,827.60	0.15	249,782.93	3.882	758	766	74	74	59
300 to 319 .....	64,464	14,724,719,693.84	63.03	228,417.72	3.977	753	759	75	76	60
320 to 321 .....	35,430	8,333,579,295.54	35.67	235,212.51	3.903	755	760	75	76	61
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

The weighted average remaining term to maturity of the Reference Obligations as of the Cut-off Date is approximately 318 months.

## Sellers of the Reference Obligations

Seller	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Wells Fargo Bank, N.A. ....	13,749	3,075,869,246.42	13.17	223,715.85	4.050	751	758	76	76	60
U.S. Bank N.A. ....	4,745	1,093,717,869.96	4.68	230,499.02	3.902	759	764	75	77	60
AmeriHome Mortgage Company, LLC ....	4,185	1,016,004,977.94	4.35	242,772.99	3.901	757	761	75	76	60
Quicken Loans Inc. ....	3,948	865,221,518.89	3.70	219,154.39	4.025	745	753	74	75	60
Caliber Home Loans, Inc. ....	3,737	860,901,526.56	3.69	230,372.36	4.014	749	751	75	76	60
Stearns Lending LLC ....	2,722	778,329,006.56	3.33	285,940.12	3.892	753	758	75	76	60
loanDepot.com, LLC ....	2,783	723,031,687.48	3.10	259,802.98	3.932	752	756	75	75	61
Branch Banking And Trust Company ....	3,576	712,195,826.05	3.05	199,159.91	3.927	757	763	76	77	61
United Shore Financial Services, LLC ....	2,447	624,946,744.15	2.68	255,393.03	3.934	759	763	75	75	60
JPMorgan Chase Bank, N.A. ....	2,631	604,287,761.97	2.59	229,679.88	4.002	758	765	75	76	60
Other .....	56,731	13,005,471,921.47	55.67	229,248.06	3.928	754	760	75	76	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

## Servicers of the Reference Obligations

Servicer	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Wells Fargo Bank, N.A. ....	15,336	3,505,455,236.85	15.01	228,576.89	4.028	751	758	76	76	60
Lakeview Loan Servicing, LLC ....	5,010	1,449,977,766.54	6.21	289,416.72	4.101	742	749	75	76	60
U.S. Bank N.A. ....	5,130	1,195,404,168.81	5.12	233,022.26	3.898	759	764	75	77	61
Suntrust Bank ....	4,438	1,124,808,312.00	4.82	253,449.37	3.830	761	765	75	76	61
New Residential Mortgage LLC ....	4,109	1,070,540,438.16	4.58	260,535.52	3.929	755	759	75	75	60
Matrix Financial Services Corporation ....	4,464	1,067,555,088.98	4.57	239,147.65	3.977	755	760	76	76	60
PNC Bank ....	4,083	889,207,177.28	3.81	217,782.80	3.853	760	765	76	76	61
Caliber Home Loans, Inc. ....	3,737	860,901,526.56	3.69	230,372.36	4.014	749	751	75	76	60
JPMorgan Chase Bank, N.A. ....	3,942	819,978,877.46	3.51	208,010.88	4.034	755	763	75	75	59
Quicken Loans Inc. ....	3,464	740,932,419.49	3.17	213,895.04	4.042	743	752	74	74	60
Other .....	47,541	10,635,217,075.32	45.53	223,706.21	3.911	755	761	75	76	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

\* Amounts may not add up to the totals shown due to rounding.

### Origination Channel of the Reference Obligations

Origination Channel	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Retail . . . . .	56,401	12,505,591,089.72	53.53	221,726.41	3.955	753	760	75	76	60
Correspondent . . . . .	32,435	7,584,920,550.17	32.47	233,849.87	3.955	754	759	75	76	61
Broker . . . . .	12,418	3,269,466,447.56	14.00	263,284.46	3.917	755	759	75	75	59
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

### First Payment Date of the Reference Obligations

First Payment Date	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
February 2016 . . . . .	3	346,264.93	0.00	115,421.64	4.438	753	788	78	78	54
March 2016 . . . . .	1,138	239,338,388.62	1.02	210,314.93	4.282	747	753	76	76	60
April 2016 . . . . .	6,024	1,270,225,481.91	5.44	210,860.80	4.133	749	757	75	76	59
May 2016 . . . . .	24,862	5,660,020,226.01	24.23	227,657.48	3.971	753	759	75	76	60
June 2016 . . . . .	33,325	7,751,417,640.24	33.18	232,600.68	3.945	754	760	75	76	60
July 2016 . . . . .	26,892	6,288,159,763.65	26.92	233,830.13	3.914	755	760	75	76	61
August 2016 . . . . .	9,010	2,150,470,322.09	9.21	238,675.95	3.870	755	761	75	76	61
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

### Maturity Date of the Reference Obligations

Maturity Date (year)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
2037 . . . . .	8	1,179,481.41	0.01	147,435.18	3.894	760	733	76	76	58
2038 . . . . .	17	2,842,607.61	0.01	167,212.21	4.011	759	769	75	75	58
2039 . . . . .	44	7,404,257.43	0.03	168,278.58	4.029	748	766	73	73	57
2040 . . . . .	44	9,758,631.27	0.04	221,787.07	3.990	754	749	72	73	58
2041 . . . . .	1,072	237,707,014.02	1.02	221,741.62	3.911	754	761	73	74	58
2042 . . . . .	36	8,067,278.73	0.03	224,091.08	3.920	749	749	74	74	59
2043 . . . . .	60	14,532,404.40	0.06	242,206.74	3.896	762	769	73	74	59
2044 . . . . .	82	20,828,573.42	0.09	254,006.99	3.870	756	764	74	75	59
2045 . . . . .	51	12,443,254.18	0.05	243,985.38	3.923	751	751	74	76	59
2046 . . . . .	99,840	23,045,214,584.98	98.65	230,821.46	3.950	754	759	75	76	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

### First Time Homebuyer

First Time Homebuyer	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
No . . . . .	85,036	19,823,905,808.04	84.86	233,123.69	3.959	755	760	75	75	60
Yes . . . . .	16,218	3,536,072,279.41	15.14	218,033.81	3.895	749	756	78	79	61
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

\* Amounts may not add up to the totals shown due to rounding.



### Number of Borrowers

Number of Borrowers	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
1	50,465	10,870,927,118.65	46.54	215,415.18	3.960	756	762	75	76	60
2	49,579	12,159,381,765.62	52.05	245,252.66	3.938	752	757	75	76	61
3	1,011	270,168,611.42	1.16	267,229.09	4.037	733	744	75	75	60
4	193	57,951,692.71	0.25	300,267.84	4.062	737	755	75	75	60
5	6	1,548,899.05	0.01	258,149.84	4.082	709	728	79	82	65
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

### Number of Units

Number of Units	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
1	98,227	22,525,549,111.77	96.43	229,321.36	3.936	754	760	75	76	60
2	2,055	518,025,385.61	2.22	252,080.48	4.284	754	758	73	73	58
3	520	168,666,968.35	0.72	324,359.55	4.338	754	755	72	72	63
4	452	147,736,621.72	0.63	326,850.93	4.390	757	758	72	72	71
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

### Lien Position of the Reference Obligations at Origination

Lien Position	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
First Lien	101,254	23,359,978,087.45	100.00	230,706.72	3.950	754	760	75	76	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

### Reference Obligations with Subordinate Financing at Origination

Reference Obligations with Subordinate Financing at Origination	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
No	97,307	22,069,689,634.47	94.48	226,804.75	3.947	754	760	75	75	60
Yes	3,947	1,290,288,452.98	5.52	326,903.59	3.990	752	750	74	86	61
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

### Mortgage Insurance Coverage Level

Mortgage Insurance Coverage Level (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
None	101,254	23,359,978,087.45	100.00	230,706.72	3.950	754	760	75	76	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

\* Amounts may not add up to the totals shown due to rounding.

### Delinquency Status of the Reference Obligations as of October 31, 2019

Delinquency Status	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Current . . . . .	101,254	23,359,978,087.45	100.00	230,706.72	3.950	754	760	75	76	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

### Historical Delinquency Status of the Reference Obligations as of October 31, 2019

Historical Delinquency Status	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Never Delinquent in past 24 months . . . . .	98,619	22,750,348,238.47	97.39	230,689.30	3.946	754	761	75	76	60
Never Delinquent in past 12 months . . . . .	1,746	408,832,525.29	1.75	234,153.79	4.077	729	707	75	76	61
Never Delinquent in past 6 months and 1 time 30 days delinquent in past 12 months . . . . .	889	200,797,323.69	0.86	225,868.76	4.059	730	703	76	76	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

### Reference Obligations Assessed Using ACE

Reference Obligations Assessed Using ACE	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Applicable . . . . .	101,254	23,359,978,087.45	100.00	230,706.72	3.950	754	760	75	76	60
<b>Total/Weighted Average:</b>	<b>101,254</b>	<b>23,359,978,087.45</b>	<b>100.00</b>	<b>230,706.72</b>	<b>3.950</b>	<b>754</b>	<b>760</b>	<b>75</b>	<b>76</b>	<b>60</b>

\* Amounts may not add up to the totals shown due to rounding.

## DUE DILIGENCE RESULTS AS DESCRIBED IN THE STACR 2017-DNA1 OFFERING CIRCULAR

ALL CAPITALIZED TERMS USED IN THIS SECTION “DUE DILIGENCE RESULTS AS DESCRIBED IN THE STACR 2017-DNA1 OFFERING CIRCULAR” AND NOT OTHERWISE DEFINED IN THIS SECTION WILL HAVE THE MEANINGS SET FORTH IN “SUPPLEMENTARY DEFINED TERMS FOR ANNEX I-A ONLY” ON PAGE 1-A-25.

### Results of Freddie Mac Quality Control

The table below summarizes, out of the initial cohort pool from the STACR 2017-DNA1 transaction, the number of mortgage loans that were reviewed as part of the quality control reviews conducted by Freddie Mac as described in the STACR 2017-DNA1 Offering Circular. Specifically, the table provides, of the mortgage loans subject to our quality control review, the proportion of loans that were randomly selected (the “**Random Sample QC Selection**”) and the proportion of loans that were chosen using a targeted selection process (the “**Targeted Sample QC Review**”). Further, of the Random Sample QC Selection, we display the proportion of mortgage loans that were only subject to a credit review (the “**Random Sample QC Credit Review**”), the mortgage loans that were only subject to a review for compliance with certain laws that may result in assignee liability and for compliance with certain laws that restrict points and fees (the “**Random Sample QC Compliance Review**”) and the mortgage loans that were reviewed for both credit and compliance (the “**Random Sample QC Dual Credit and Compliance Review**”). See “*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac’s Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes*” in the STACR 2017-DNA1 Offering Circular.

Of the Random Sample QC Selection, 2,977 mortgage loans (approximately 78.9% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Credit Review, 756 mortgage loans (approximately 20.0% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Compliance Review and 42 mortgage loans (approximately 1.1% of the Random Sample QC Selection by loan count) were subject to the Random Sample QC Dual Credit and Compliance Review.

The table below summarizes the random and targeted quality control reviews conducted by Freddie Mac.

	Number of Mortgage Loans	Percent of the STACR 2017-DNA1 Initial Cohort Pool <sup>(1)</sup>	Number of Mortgage Loans Removed from Reference Pool after Quality Control Review <sup>(2)</sup>	Percent of the Respective Sample <sup>(1)</sup>
STACR 2017-DNA1 Initial Cohort Pool . . . . .	145,234	100.0%	—	—
Random Sample QC Selection . . . . .	3,775	2.6%	—	—
Random Sample QC Credit Review . . . . .	2,977	2.0%	46	1.5%
Random Sample QC Compliance Review . . . . .	756	0.5%	—	0.0%
Random Sample QC Dual Credit and Compliance Review . . . . .	42	0.0%	2	4.8%
Targeted Sample QC Review . . . . .	3,370	2.3%	151	4.5%
Total Mortgage Loans Subject to Freddie Mac QC . . . . .	7,145	4.9%	—	—

(1) By loan count.

(2) Unconfirmed Underwriting Defects or Underwriting Defects.

As further discussed below under “—*Third-Party Due Diligence Review*”, 850 mortgage loans were randomly selected by an independent third-party diligence provider to conduct a review of certain aspects of the mortgage loans in the proposed Reference Pool.

Based on the results of Freddie Mac’s quality control reviews, the 95% confidence interval estimate of the defect rate for non-HARP loans purchased during the three-month period between April 1, 2016 and June 30, 2016 (approximately \$86.6 billion) is approximately 1.0% to 1.5% as of December 31, 2016. Mortgage loans identified with Unconfirmed Underwriting Defects or Underwriting Defects during the quality control review are not included in the Reference Pool. The results of Freddie Mac’s quality control review for the mortgage loans purchased during the three-month period between April 1, 2016 and June 30, 2016 are consistent with historical

experience of Freddie Mac's quality control across its portfolio. Investors should make their own determination about the appropriateness and suitability of, as well as the extent to which they should rely upon, the sampling methodology described above, including the time periods, precision level and confidence interval. The characteristics of the mortgage loans acquired by Freddie Mac between April 1, 2016 and June 30, 2016 may differ in material respects from the mortgage loans in the initial cohort pool from the STACR 2017-DNA1 transaction. Additionally, the error rate is reported as of a certain date and is indicative of Freddie Mac's initial findings, as well as input received from sellers, that have been processed through the Cut-off Date for reporting. As such, the reporting may be internally inconsistent across periods as well as other transactions we have issued, depending on the time lapse between initial findings and the date of reporting and/or the level and timeliness of response from sellers, among other factors. Accordingly, an error rate determined as of a different date may be materially different than the error rate reported in the STACR 2017-DNA1 Offering Circular. Investors are encouraged to make their own determination as the extent to which they place reliance on the limited quality control and quality assurance processes undertaken by Freddie Mac and their relevance as they relate to the initial cohort pool from the STACR 2017-DNA1 transaction. See "*General Mortgage Loan Purchase and Servicing — Quality Control Process — Limitations of the Quality Control Review Process*" in Annex A of the STACR 2017-DNA1 Offering Circular and "*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac's Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes*" in the STACR 2017-DNA1 Offering Circular for additional information regarding the limitations of our review.

The following is a discussion of the results of the reviews:

#### ***Random Sample QC Credit Review***

We reviewed the mortgagor's origination documentation to verify that each mortgage loan reviewed (i) is made to a mortgagor from whom repayment of the mortgage loan can be expected, (ii) is secured by collateral that is adequate for the transaction and (iii) otherwise complies with our Guide and applicable TOBs. This review included a credit component and a component consisting of a review of the independent appraisals of the mortgaged properties obtained by the originators in connection with the origination of the mortgage loans (referred to herein as the "original appraisals"), as more fully described under "*General Mortgage Loan Purchase and Servicing — Quality Control Process — Performing Loan Quality Control Review*" and "*— Credit Review*" in Annex A of the STACR 2017-DNA1 Offering Circular. None of the procedures conducted as part of our review constituted, either separately or in combination, an independent underwriting of the mortgage loans. In addition, the procedures conducted as part of the review of the original appraisals were not re-appraisals of the mortgaged properties. To the extent that valuation tools were used as part of the appraisal review process, they should not be relied upon as providing an assessment of value of the mortgaged properties comparable to that which an appraisal might provide. They also are not an assessment of the current value of any of the mortgaged properties. Of the 2,977 mortgage loans subject to the Random Sample QC Credit Review, 46 mortgage loans (approximately 1.6% of such mortgage loans by loan count) were found to have one or more Underwriting Defects or Unconfirmed Underwriting Defects and subsequently were removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Random Sample QC Credit Review.

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
Borrower personal funds in transaction do not meet minimum required -		
Documentation missing/insufficient . . . . .	1	0.03%
Closing disclosure/HUD-1 - Documentation missing/insufficient . . . . .	2	0.07%
Collateral - condominium project - Documentation not provided . . . . .	2	0.07%
Condominium/PUD/co-operative warranty violation . . . . .	1	0.03%
Credit history/reputation requirements not met . . . . .	1	0.03%
Documents to exclude debt - Missing/insufficient . . . . .	2	0.07%
DTI exceeds maximum allowable . . . . .	3	0.10%
Excessive obligations - Undisclosed mortgage debt . . . . .	1	0.03%
Excessive obligations - Undisclosed non-mortgage debt . . . . .	2	0.07%
Ineligible property - Condominium project ineligible . . . . .	1	0.03%
Insufficient collateral report - Missing/insufficient . . . . .	1	0.03%
Insufficient funds to close - Documentation falsified . . . . .	1	0.03%
Insufficient funds to close - Documentation missing/insufficient . . . . .	3	0.10%
Insufficient income - Income calculated incorrectly . . . . .	5	0.17%
Insufficient income - Income not stable/durable . . . . .	2	0.07%
Investment property requirements not met . . . . .	1	0.03%
Loan does not comply with HVCC/appraisal independence requirements . . . . .	1	0.03%
Loan Prospector requirements not met - Inaccurate data invalidates Loan Prospector decision . . . . .	1	0.03%
Loss of income source - Borrower not employed at closing . . . . .	3	0.10%
LTV exceeds maximum allowable . . . . .	1	0.03%
Note requirement not met - Missing/insufficient . . . . .	1	0.03%
Original appraisal does not support value - Issues/items affect value/marketability . . . . .	2	0.07%
Seller/borrower not owner of record . . . . .	1	0.03%
Unable to calculate income - Documentation missing/insufficient . . . . .	4	0.13%
Unable to calculate monthly obligations - Documentation missing/insufficient . . . . .	3	0.10%
<b>Total</b>	<b><u>46</u></b>	<b><u>1.55%</u></b>

#### ***Random Sample QC Compliance Review***

None of the 756 mortgage loans subject to the Random Sample QC Compliance Review were determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects.

#### ***Random Sample QC Dual Credit and Compliance Review***

Of the 42 mortgage loans subject to the Random Sample QC Dual Credit and Compliance Review, 2 mortgage loans (approximately 4.8% of such mortgage loans by loan count) were determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and were subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Random Sample QC Dual Credit and Compliance Review.

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
APL points/fees exceed state limits . . . . .	1	2.38%
Unable to calculate income - Documentation missing/insufficient . . . . .	1	2.38%
<b>Total</b>	<b><u>2</u></b>	<b><u>4.76%</u></b>



### ***Targeted Sample QC Review***

Of the 3,370 mortgage loans subject to the Targeted Sample QC Review, 151 mortgage loans (approximately 4.5% of such mortgage loans by loan count) were determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and were subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Targeted Sample QC Review:

<b>Exceptions</b>	<b>Number of Mortgage Loans</b>	<b>As a Percentage of the Selected Sample</b>
Closing disclosure/HUD-1 - Documentation missing/insufficient . . . . .	2	0.06%
Collateral - condominium project - Documentation not provided . . . . .	5	0.15%
Condominium/PUD/co-operative warranty violation . . . . .	1	0.03%
Credit history/reputation requirements not met . . . . .	12	0.36%
Credit reputation requirements not met - Documentation falsified . . . . .	1	0.03%
Documents to exclude debt - Missing/insufficient . . . . .	2	0.06%
DTI exceeds maximum allowable . . . . .	3	0.09%
Excessive obligations - Housing payment calculated incorrectly . . . . .	1	0.03%
Excessive obligations - Other payments calculated incorrectly . . . . .	1	0.03%
Excessive obligations - Undisclosed non-mortgage debt . . . . .	2	0.06%
Guide eligibility requirements not met . . . . .	6	0.18%
Identity issue - Identity falsified . . . . .	1	0.03%
Ineligible for program/offering - Cash-out not allowed . . . . .	3	0.09%
Ineligible property - 5 or more units . . . . .	1	0.03%
Ineligible property - C5/C6 condition rating . . . . .	2	0.06%
Ineligible property - Condominium project ineligible . . . . .	1	0.03%
Ineligible property - Health and safety issues not addressed . . . . .	1	0.03%
Ineligible property - Not residential use . . . . .	1	0.03%
Ineligible property - Structural issues not addressed . . . . .	2	0.06%
Insufficient collateral report - Missing completion certificate . . . . .	1	0.03%
Insufficient funds to close - Documentation falsified . . . . .	1	0.03%
Insufficient funds to close - Documentation missing/insufficient . . . . .	5	0.15%
Insufficient income - Documentation falsified . . . . .	3	0.09%
Insufficient income - Income calculated incorrectly . . . . .	11	0.33%
Insufficient income - Income not stable/durable . . . . .	7	0.21%
Interested party contribution exceeds maximum allowed . . . . .	2	0.06%
Investment property requirements not met . . . . .	2	0.06%
Loan application - Documentation missing/insufficient . . . . .	1	0.03%
Loan does not comply with HVCC/appraisal independence requirements . . . . .	20	0.59%
Loan file not received . . . . .	2	0.06%
Loan party on exclusionary list . . . . .	6	0.18%
Loan Prospector caution ineligible . . . . .	1	0.03%
Loan Prospector requirements not met - Inaccurate data invalidates Loan Prospector decision . . . . .	2	0.06%
Loss of income source - Borrower not employed at closing . . . . .	7	0.21%
LTV exceeds maximum allowable . . . . .	2	0.06%
Manufactured housing appraisal report - Documentation requirements not met - At least 2 manufactured housing comparables not provided . . . . .	1	0.03%
Mortgage insurance requirements not met - No mortgage insurance coverage . . . . .	2	0.06%
Non-Loan Prospector AUS waiver requirements not met - Ineligible AUS decision . . . . .	1	0.03%
Not valid first lien - Lien not in first position . . . . .	1	0.03%
Occupancy falsely represented . . . . .	2	0.06%
Original appraisal does not support value - Issues/items affect value/marketability . . . . .	7	0.21%
Reserves do not meet minimum required - Documentation missing/insufficient . . . . .	1	0.03%
TLTV exceeds maximum allowable . . . . .	1	0.03%
Unable to calculate income - Documentation missing/insufficient . . . . .	7	0.21%
Unable to calculate monthly obligations - Documentation missing/insufficient . . . . .	4	0.12%
Waiver eligibility requirements not met . . . . .	3	0.09%
<b>Total</b>	<b>151</b>	<b>4.48%</b>

### Summary of Freddie Mac Quality Control Review

The following summarizes the results of the quality control review for the mortgage loans acquired by Freddie Mac during the specified periods.

Series	Random Freddie Mac Quality Control STACR Defect Rate (%) <sup>(1)(2)</sup>	Random Independent Quality Control Defect Rate (%) <sup>(3)</sup>
STACR 2013-DN1 (Q3-2012) . . . . .	4.3%	2.3%
STACR 2013-DN2 (Q1-2013) . . . . .	2.8% <sup>(4)</sup>	4.0%
STACR 2014-DN1 (Q2-2013) . . . . .	3.1%	3.1%
STACR 2014-DN2 (Q3-2013) . . . . .	3.7%	1.7%
STACR 2014-DN3 (Q4-2013) . . . . .	3.2%	0.5%
STACR 2014-DN4 (Q1-2014) . . . . .	2.5%	0.2%
STACR 2015-DN1 (April 1, 2014 through July 31, 2014) . . . . .	2.5%	1.3%
STACR 2015-DNA1 (Q4-2012) . . . . .	4.3%	0.4% <sup>(5)</sup>
STACR 2015-DNA2 (August 1, 2014 through November 30, 2014) . . . . .	1.6%	0.3%
STACR 2015-DNA3 (December 1, 2014 through March 31, 2015) . . . . .	1.2%	0.8%
STACR 2016-DNA1 (Q2-2015) . . . . .	1.3%	0.3%
STACR 2016-DNA2 (Q3-2015) . . . . .	1.6%	0.7%
STACR 2016-DNA3 (Q4-2015) . . . . .	2.2%	0.8%
STACR 2016-DNA4 (Q1-2016) . . . . .	1.6%	1.0%
STACR 2017-DNA1 (Q2-2016) . . . . .	1.6%	1.2%

Acquisition Period	Twelve Month Freddie Mac Estimated Defect Rate Range	Nine Month Freddie Mac Estimated Defect Rate Range
Q1-2013 . . . . .	1.0% - 1.4% <sup>(6)</sup>	1.4% - 1.9% <sup>(7)</sup>
Q2-2013 . . . . .	1.1% - 1.6% <sup>(8)</sup>	1.8% - 2.4% <sup>(6)</sup>
Q3-2013 . . . . .	1.4% - 1.9% <sup>(9)</sup>	1.6% - 2.1% <sup>(8)</sup>
Q4-2013 . . . . .	1.7% - 2.3% <sup>(10)</sup>	2.5% - 3.2% <sup>(9)</sup>
Q1-2014 . . . . .	1.1% - 1.6% <sup>(11)</sup>	1.3% - 1.9% <sup>(10)</sup>
Q2-2014 . . . . .	0.9% - 1.3% <sup>(12)</sup>	1.1% - 1.6% <sup>(11)</sup>
Q3-2014 . . . . .	0.8% - 1.2% <sup>(13)</sup>	1.2% - 1.6% <sup>(12)</sup>
Q4-2014 . . . . .	0.8% - 1.2% <sup>(14)</sup>	1.0% - 1.5% <sup>(13)</sup>
Q1-2015 . . . . .	0.6% - 0.9% <sup>(15)</sup>	0.7% - 1.1% <sup>(14)</sup>
Q2-2015 . . . . .	0.6% - 0.9% <sup>(16)</sup>	0.7% - 1.1% <sup>(15)</sup>
Q3-2015 . . . . .	0.6% - 1.0% <sup>(17)</sup>	0.7% - 1.1% <sup>(16)</sup>
Q4-2015 . . . . .	0.6% - 0.9% <sup>(18)</sup>	0.8% - 1.1% <sup>(17)</sup>
Q1-2016 . . . . .	0.5% - 0.9% <sup>(19)</sup>	0.6% - 1.0% <sup>(18)</sup>
Q2-2016 . . . . .	<sup>(20)</sup>	1.0% - 1.5% <sup>(19)</sup>

- (1) Unweighted defect rate based on Random Sample QC Credit Review and Random Sample QC Dual Credit and Compliance Review.
- (2) Rates as of quality control cut-off date for each offering.
- (3) Unweighted defect rate based on Credit Review only.
- (4) Defect rate based on Credit Review only.
- (5) Defect rate based on Compliance Review only.
- (6) Quality control results as of January 1, 2014.
- (7) Quality control results as of October 1, 2013.
- (8) Quality control results as of April 1, 2014.
- (9) Quality control results as of July 1, 2014.
- (10) Quality control results as of October 1, 2014.
- (11) Quality control results as of January 1, 2015.
- (12) Quality control results as of April 1, 2015.
- (13) Quality control results as of July 1, 2015.
- (14) Quality control results as of October 1, 2015.
- (15) Quality control results as of January 1, 2016.
- (16) Quality control results as of April 1, 2016.
- (17) Quality control results as of July 1, 2016.
- (18) Quality control results as of October 1, 2016.
- (19) Quality control results as of January 1, 2017.
- (20) Not available as of January 12, 2017.

## Third-Party Due Diligence Review

### *General*

In connection with the issuance of the Notes, Freddie Mac engaged a third-party diligence provider (the “**Third-Party Diligence Provider**”) to conduct a review of certain aspects of the mortgage loans in the proposed STACR 2017-DNA1 Reference Pool (the “**Third-Party Due Diligence Review**”).

The Third-Party Diligence Provider was limited to randomly selecting the diligence sample from the Available Sample provided to it by Freddie Mac. The Available Sample was comprised of (i) mortgage loans that were previously selected for review by Freddie Mac as part of its Random Sample QC Selection, as described under “— *Results of Freddie Mac Quality Control*” above, and (ii) any additional mortgage loans that were subsequently subjected to the Targeted Sample QC Review.

The Third-Party Diligence Provider selected 850 mortgage loans from the Available Sample (such 850 mortgage loans, the “**Diligence Sample**”), representing approximately 22.4% of the Available Sample (by loan count) and approximately 0.62% of the entire Reference Pool (by loan count). Of the Diligence Sample, certain mortgage loans were selected for a credit only review (the “**Credit Review Sample**”) and certain mortgage loans were selected for a compliance only review (the “**Compliance Review Sample**”). Additionally, some mortgage loans in the Diligence Sample were part of both the Credit Review Sample and the Compliance Review Sample (the “**Dual Review Sample**”).

The table below summarizes the mortgage loans that were subject to Third-Party Due Diligence Review.

	<u>Number of Mortgage Loans</u>
Available Sample . . . . .	3,788
Credit Review Sample . . . . .	594
Compliance Review Sample . . . . .	245
Dual Review Sample . . . . .	11
Diligence Sample (total) . . . . .	850

### *Credit Reviews*

The Third-Party Diligence Provider employed the processes and procedures that were agreed to with Freddie Mac to review the mortgage loans in the combined Credit Review Sample and Dual Review Sample. These processes and procedures included reviewing the terms of the mortgage loans and the information in the related loan files in order to assess whether the mortgage loans complied with Freddie Mac’s eligibility requirements set forth in the Guide and, if applicable, any negotiated TOBs which may have amended or modified the terms of the Guide. Its review of the combined Credit Review Sample and Dual Review Sample determined that 7 mortgage loans within that sample (approximately 1.2% of the combined Credit Review Sample and Dual Review Sample by loan count) did not meet Freddie Mac’s contractual requirements as set forth in its Guide, as amended or modified, if applicable, by any negotiated TOBs. Of those 7 mortgage loans, 1 mortgage loan (approximately 0.17% of the combined Credit Review Sample and Dual Review Sample by loan count) had been previously determined to have Underwriting Defects and Unconfirmed Underwriting Defects through Freddie Mac’s quality control process. A repurchase request was issued to the lenders and the mortgage loan was removed from the Reference Pool. The remaining 6 mortgage loans (approximately 1.0% of the combined Credit Review Sample and Dual Review Sample by loan count) that were not identified during the Freddie Mac quality control review as having Unconfirmed Underwriting Defects were subsequently removed by Freddie Mac as a result of the findings of the Third-Party Diligence Provider.

The table below describes the exceptions found by the Third-Party Diligence Provider on the 7 mortgage loans:

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
Asset Documentation . . . . .	2	0.33%
Income Eligibility . . . . .	1	0.17%
Asset Eligibility . . . . .	1	0.17%
FHLMC Exclusionary List . . . . .	1	0.17%
Appraisal Documentation . . . . .	1	0.17%
Liability Documentation . . . . .	1	0.17%
<b>Total</b> . . . . .	<u>7</u>	<u>1.2%</u>

### ***Property Valuations***

The Third-Party Diligence Provider selected all 605 mortgage loans in the combined Credit Review Sample and Dual Review Sample on which to obtain property valuations as of the original appraisal date. The Third-Party Diligence Provider was not able to obtain a property valuation on 1 mortgage loan for which the file was missing the appraisal report. The mortgage loan for which the file was missing the appraisal report is one of the mortgage loans referenced under “— *Credit Reviews*” above that was removed from the Reference Pool due to an Underwriting Defect identified by the Third-Party Diligence Provider.

The Third-Party Diligence Provider ordered property valuations for the remaining 604 mortgage loans through the Third-Party Diligence Provider’s proprietary automated valuation model (“AVM”), which did not utilize interior or exterior property inspections of the properties and were not performed by certified licensed appraisers in accordance with the USPAP. The results of these retrospective valuations were compared to the original appraised values for those mortgage loans. 128 mortgage loans (which represent approximately 21.2% of the combined Credit Review Sample and Dual Review Sample by loan count) had a negative AVM variance of over 10% from the original appraised value and the Third-Party Diligence Provider was unable to obtain an AVM valuation on 27 mortgage loans (which represent approximately 4.5% of the combined Credit Review Sample and Dual Review Sample by loan count) due to the lack of available data in the property location area.

From this comparison, the Third-Party Diligence Provider ordered desk reviews for 155 of such mortgage loans and compared the desk reviews to the original appraised values for such mortgage loans, including the 128 mortgage loans where the AVM results reflected a negative variance of over 10% from the original appraised value and the 27 mortgage loans for which an AVM was not obtained due to the lack of available data in the property location area. A desk review consists of a valuation analysis whereby the appraiser makes a separate selection of comparable sales, which may or may not be the same as those used in the original appraisal, and, using a rules-based valuation model, makes an independent determination as to whether the original appraised value is supported. 2 mortgage loans (which represent approximately 0.33% of the combined Credit Review Sample and Dual Review Sample by loan count) had a negative desk review variance of over 10% from the original appraised value, and the Third-Party Diligence Provider was unable to obtain a desk review on 7 mortgage loans (which represent approximately 1.2% of the combined Credit Review Sample and Dual Review Sample by loan count) due to lack of available data in the property location. In addition, for 10 mortgage loans (which represent approximately 1.7% of the combined Credit Review Sample and Dual Review Sample by loan count), a desk review was not obtained as a result of a desk review having already been obtained by Freddie Mac in its quality control review process which supported the respective property values.

The Third-Party Diligence Provider then ordered independent field reviews for 9 mortgage loans (which represent approximately 1.5% of the combined Credit Review Sample and Dual Review Sample by loan count) and compared the independent field reviews to the original appraised values for such mortgage loans, including the 2 mortgage loans where the desk review results reflected a negative variance of over 10%, from the original appraised value and the 7 mortgage loans for which a desk review was not obtained due to the lack of available data in the property location area. Those reviews were performed by licensed review appraisers who completed the field reports that included an onsite property inspection in accordance with the USPAP. 3 mortgage loans (which represent approximately 0.50% of the combined Credit Review Sample and Dual Review Sample by loan

count) had a negative independent field review variance of over 10% from the original appraised value. Those mortgage loans were subsequently removed from the Reference Pool.

Investors should expect that to the extent valuation variances as described in this “— *Property Valuations*” section are identified in the future with respect to any other Reference Obligations, they will not be treated as Unconfirmed Underwriting Defects, unless stated otherwise.

### ***Compliance Reviews***

The Third-Party Diligence Provider reviewed the 256 mortgage loans in the combined Compliance Review Sample and the Dual Review Sample for compliance with certain federal, state and local laws and regulations (the “**Compliance Review**”).

As noted above, as part of the Freddie Mac quality control review, Freddie Mac’s compliance review is limited to assessing mortgage loans to determine whether the mortgage loans comply with certain laws that may result in assignee liability and for compliance with certain laws restricting points and fees. As Freddie Mac’s compliance review does not include examination of documents to ensure that mortgage loans comply with all laws, investors should note that only mortgage loans that are identified as violating certain laws that may result in assignee liability or that restrict points and fees will be treated as having Unconfirmed Underwriting Defects. See “*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac’s Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes*” in the STACR 2017-DNA1 Offering Circular.

None of the 256 mortgage loans subject to the Compliance Review were determined to be non-compliant.

### ***Data Integrity Review***

Freddie Mac prepared a mortgage loan data tape for the STACR 2017-DNA1 Offering Circular that included certain characteristics of the mortgage loans. That data tape, including any adjustments made by Freddie Mac, was used to generate the statistical information regarding the Reference Obligations included in the STACR 2017-DNA1 Offering Circular. Results from the Third-Party Diligence Provider’s data integrity review were formatted by Freddie Mac to conform with Freddie Mac’s data standards.

A comparison of certain fields on the data tape for the STACR 2017-DNA1 Offering Circular was performed by the Third-Party Diligence Provider with respect to the combined Credit Review Sample and Dual Review Sample of 605 mortgage loans. A comparison was performed with respect to 21 mortgage loan characteristics (not including loan identifier): original CLTV, Credit Score, first payment date, loan purpose, maturity date, number of borrowers, number of units, occupancy status, original LTV, original unpaid principal balance, original interest rate, property type, property state, original DTI, product type, postal code, first time homebuyer, prepayment penalty indicator, original loan term, mortgage insurance percentage and mortgage insurance (lender or borrower paid).

With respect to 51 mortgage loans, representing approximately 8.4% of the 605 mortgage loans in the combined Credit Review Sample and Dual Review Sample (by loan count), 52 discrepancies, representing approximately 0.41% of the total fields reviewed, with respect to the reviewed characteristics, were identified by the Third-Party Diligence Provider, exclusive of original DTI discrepancies that were within 5%, either way, of the value provided in the data tape; an additional 9 discrepancies (with respect to 9 mortgage loans, including 3 mortgage loans referenced in the prior clauses that had other discrepancies) identified were original DTI differences that were greater than or equal to 2% and less than or equal to 5% either way. A full list of these 52 discrepancies is set forth in Appendix B to the STACR 2017-DNA1 Offering Circular and is set forth on Schedule I to this Annex 1-A. It should be noted that 7 of the discrepancies identified in such Appendix B and on Schedule I to this Annex 1-A (as represented by loan identifiers designated as “N/A”) correspond to mortgage loans that are not included in the Reference Pool due to principal payments in full, delinquencies, borrower bankruptcy filings, removal as part of Freddie Mac’s quality control process and/or removal as part of the Third-Party Diligence Provider’s review process.



Other than the mortgage loans described above that were previously removed through the quality control process, Freddie Mac has determined that none of the data discrepancies result in an Unconfirmed Underwriting Defect or a violation of the Eligibility Criteria. Further, investors should note that Freddie Mac did not update the mortgage loan data tape used for the STACR 2017-DNA1 Offering Circular to reflect these discrepancies (except that the mortgage loans previously removed are not reflected on the mortgage loan data tape). As a result, the numerical disclosure in the STACR 2017-DNA1 Offering Circular does not reflect any of these discrepancies with respect to the related Reference Obligations. In Freddie Mac's sole discretion, after the Closing Date it may determine to reconcile with its sellers certain of the discrepancies identified by the Third-Party Diligence Provider. To the extent Freddie Mac verifies any of these discrepancies, Freddie Mac expects to update the monthly loan-level information with respect to the Reference Pool that is made available to Noteholders. However, the mortgage loan data tape used for this Memorandum in connection with the offering of the STACR 2019-FTR3 Notes may not have been updated with respect to any data discrepancies identified by the Third-Party Diligence Provider and listed on Schedule I to this Annex 1-A.

The following table summarizes the 4 most common discrepancies identified by the Third-Party Diligence Provider relative to Freddie Mac's data tape, as listed in Appendix B to the STACR 2017-DNA1 Offering Circular and in Schedule I to this Annex 1-A.

	Number of Mortgage Loans with Discrepancies	Percentage of Third-Party Diligence Provider Sample	Average of Freddie Mac Data	Average of Third-Party Diligence Provider Data
First time homebuyer . . . . .	18	3.0%	N/A	N/A
DTI greater than 5% higher . . . . .	11	1.8%	26%	41%
Credit Score . . . . .	7	1.2%	740	743
Original CLTV . . . . .	5	0.8%	75%	85%

#### **Limitations of the Third-Party Diligence Provider's Review Process**

As noted above under the risk factor captioned "*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Limited Scope and Size of the Third-Party Diligence Provider's Review of the Reference Obligations May Not Reveal Aspects of the Reference Obligations Which Could Lead to Credit Events or Modification Events*" in the STACR 2017-DNA1 Offering Circular, there can be no assurance that the review conducted by the Third-Party Diligence Provider uncovered all relevant factors relating to the origination of the Reference Obligations, their compliance with applicable laws and regulations or uncovered all relevant factors that could affect the future performance of the Reference Obligations. The review was performed on a small sample that did not include all of the Reference Obligations in the Reference Pool and the Reference Obligations that were included in the review may have characteristics that were not discovered, noted or analyzed as part of the Third-Party Diligence Provider's review that could, nonetheless, result in those Reference Obligations failing to perform in the future.

Investors are advised that the aforementioned review procedures carried out by the Third-Party Diligence Provider were performed for the benefit of Freddie Mac. The Third-Party Diligence Provider makes no representation and provides no advice to any investor or future investor concerning the suitability of any transaction or investment strategy. The Third-Party Diligence Provider performed only the review procedures described herein and is not responsible for any decision to include any mortgage loan in the Reference Pool.

Investors are encouraged to make their own determination as the extent to which they place reliance on the limited loan review procedures carried out as part of this review.



**ASSUMED CHARACTERISTICS OF THE REFERENCE OBLIGATIONS IN REFERENCE POOL A  
AS OF THE CUT-OFF DATE**

<b>Group Number</b>	<b>Outstanding Principal Balance (\$)</b>	<b>Remaining Term to Maturity (months)</b>	<b>Original Term to Maturity (months)</b>	<b>Per Annum Interest Rate (%)</b>
1	38,501,855.25	318	358	3.251
2	145,385,290.30	319	359	3.395
3	898,505,656.54	319	359	3.505
4	3,066,652,191.21	319	359	3.627
5	5,138,173,315.49	318	359	3.751
6	5,343,431,184.92	318	359	3.894
7	1,666,012,853.37	318	359	4.003
8	2,518,411,075.47	318	359	4.127
9	1,695,854,705.58	318	359	4.251
10	994,088,859.13	318	359	4.378
11	639,510,291.13	318	359	4.501
12	496,179,025.58	318	360	4.626
13	361,313,833.80	319	360	4.750
14	205,527,386.61	319	360	4.884
15	73,606,413.92	319	360	5.001
16	44,436,772.74	318	359	5.125
17	27,585,889.07	318	360	5.250
18	5,491,125.47	318	360	5.375
19	1,159,424.50	318	360	5.500
20	150,937.37	319	360	5.625

## SUPPLEMENTARY DEFINED TERMS FOR ANNEX 1-A ONLY

**“Appendix A”** means that certain appendix A attached to the STACR 2017-DNA1 Offering Circular.

**“Appendix B”** means that certain appendix B attached to the STACR 2017-DNA1 Offering Circular.

**“Available Sample”** – means the limited number of Reference Obligations (3,788 by loan count) selected by us from which the Third-Party Diligence Provider selected the Diligence Sample. The Available Sample was comprised of (i) mortgage loans that were previously selected for review by Freddie Mac as part of its Random Sample QC Selection and (ii) any additional mortgage loans that were subsequently subjected to the Targeted Sample QC Review.

**“Closing Date”** means February 7, 2017.

**“CLTV”** means combined loan-to-value, which with respect to each Reference Obligation, is a ratio, expressed as a percentage, obtained by dividing (a) the amount of all known outstanding loans at origination by (b) the value of the mortgaged property. This term is used in the risk factors, the appendices and our loan level disclosure. It is also referred to as TLTV.

**“Credit Score”** means a number reported by a credit bureau, based on statistical models, that summarizes an individual’s credit record.

**“Cut-off Date”** mean December 15, 2016

**“Cut-off Date Balance”** means \$33,965,411,992, which is the aggregate UPB of the Reference Obligations as of the Cut-off Date.

**“DTP”** means the ratio of a mortgagor’s monthly debt obligations (including the proposed new housing payment and related expenses such as property taxes and property insurance) to such mortgagor’s gross monthly income.

**“Eligibility Criteria”** means the criteria to be satisfied with respect to each Reference Obligation in the Reference Pool are as follows:

(a) is a fully amortizing, fixed-rate, one- to four-unit, first lien mortgage loan, which has an original term of 241 to 360 months;

(b) was originated on or after January 1, 2016;

(c) has not been prepaid in full as of January 4, 2017;

(d) as of January 4, 2017, the servicer has not reported that the borrower of such Reference Obligation has filed for bankruptcy;

(e) has not been repurchased by the applicable seller or servicer as of January 4, 2017;

(f) has no Underwriting Defects, Major Servicing Defects, Minor Servicing Defects, Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects found in Freddie Mac’s internal quality control process as of January 4, 2017;

(g) as of November 30, 2016, has never been reported to be 30 days or more delinquent since purchase by Freddie Mac;

(h) was originated with documentation as described under “*General Mortgage Loan Purchase and Servicing — Underwriting Standards — Documentation*” in Annex A of the STACR 2017-DNA1 Offering Circular;

(i) is not covered by mortgage or pool insurance;

(j) does not have an original loan-to-value ratio that (i) is less than or equal to 60% or (ii) exceeds 80%;

(k) has an original combined loan-to-value ratio that is less than or equal to 97%;

(l) subject to any applicable TOBs or certain pilot programs, is not subject to recourse or other credit enhancement;

(m) was not originated under Freddie Mac's Relief Refinance program (including the Home Affordable Refinance Program which is FHFA's name for Freddie Mac's relief refinance program for mortgages with an LTV greater than 80%);

(n) was not associated with a mortgage revenue bond purchased by Freddie Mac;

(o) had an original principal balance greater than or equal to \$5,000; and

(p) was not originated under a government program (e.g., FHA, VA or Guaranteed Rural Housing loans).

**"Guide"** means the Freddie Mac Single-Family Seller/Servicer Guide.

**"LTV"** means loan-to-value, which is a ratio, expressed as a percentage, obtained by dividing (a) the total principal balance of a mortgage loan by (b) the value of the mortgaged property at origination.

**"Notes"** means, collectively, the Original Notes and the MAC Notes related to the STACR 2017-DNA1 transaction.

**"Payment Date"** means the 25th day of each calendar month (or, if such date is not a Business Day, the following Business Day), commencing in February 2017.

**"Reference Obligations"** means certain residential first lien mortgage loans, deeds of trust or similar security instruments encumbering mortgaged properties that meet the Eligibility Criteria and we acquired between April 1, 2016 and June 30, 2016 and were originated on or after January 1, 2016.

**"Reference Pool"** means the pool of Reference Obligations as more fully described in STACR 2017-DNA1 Offering Circular.

**"Reporting Period"** means with respect to each Payment Date commencing with the Payment Date in February 2017 and thereafter, and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches related to any such Payment Date:

(1) in the case of all principal collections, other than full prepayments, on the Reference Obligations, the period from and including the 16th day of the second calendar month preceding the month in which such Payment Date occurs to and including the 15th day of the calendar month immediately preceding the month in which such Payment Date occurs,

(2) in the case of full principal prepayments on the Reference Obligations, in the case of determining loan modifications, Unconfirmed Underwriting Defects, Underwriting Defects, Unconfirmed Servicing Defects, Minor Servicing Defects or Major Servicing Defects, and in the case of determining Credit Events resulting from short sales being settled, from charge-offs, from a seriously delinquent Mortgage note being sold prior to foreclosure, from the mortgaged property that secured the related mortgage note being sold to a third-party at a foreclosure sale, or from an REO disposition, the period from but excluding the 2nd Business Day of the calendar month immediately preceding the month in which such Payment Date occurs to and including the 2nd Business Day of the calendar month in which such Payment Date occurs, and

(3) in the case of determining delinquency status with respect to each Reference Obligation, the last day of the second calendar month preceding the month in which such Payment Date occurs.

**"STACR 2017-DNA1 Offering Circular"** means the offering circular related to the Structured Agency Credit Risk (STACR®) Debt Notes, Series 2017-DNA1 Due July 2029, dated February 1, 2017. A copy of the STACR 2017-DNA1 Offering Circular is available at [https://crt.freddie.mac.com/docs/offerings/stacr/legal-documents/series-2017-dna1/17\\_dna1\\_0720291sto.pdf](https://crt.freddie.mac.com/docs/offerings/stacr/legal-documents/series-2017-dna1/17_dna1_0720291sto.pdf).

**"TOBs"** means terms of business.

**"Unconfirmed Underwriting Defect"** means with respect to any Reference Obligation, the existence of the following, as determined by Freddie Mac in its sole discretion: (i) there is a material violation of the underwriting guidelines and other requirements in the Guide (as modified by the terms of the related seller's contract, including any related TOBs) with respect to such Reference Obligation, (ii) Freddie Mac determines that as of the origination date such Reference Obligation was secured by collateral that was inadequate or (iii) Freddie Mac determines that as of the origination date repayment in full on such Reference Obligation from the related mortgagor could not be expected. For the avoidance of doubt, any Reference Obligation with minor technical

violations or missing documentation, which in each case we determine to be an acceptable Reference Obligation, will not result in an Unconfirmed Underwriting Defect.

**“Underwriting Defect”** means with respect to any Payment Date and any Reference Obligation for which Freddie Mac has determined the existence of an Unconfirmed Underwriting Defect, the occurrence of any of the following: (i) such Reference Obligation is repurchased by the related seller or servicer during the related Reporting Period, (ii) in lieu of repurchase, an alternative remedy (such as indemnification) is mutually agreed upon by both Freddie Mac and the related seller or servicer during the related Reporting Period, (iii) Freddie Mac in its sole discretion elects to waive the enforcement of a remedy against the seller or servicer in respect of such Unconfirmed Underwriting Defect during the related Reporting Period or (iv) the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation becomes subject to a bankruptcy, an insolvency proceeding or a receivership.

**“USPAP”** means the Uniform Standards of Professional Appraisal Practices.

# Schedule I

## Third-Party Diligence Provider's Data Integrity Review Discrepancies<sup>(1)(2)</sup>

Loan Identifier	Record Type	Loan File Data	Third-Party Diligence Provider Data
17DNA1022354	Original Combined Loan-To-Value (CLTV)	79%	93%
17DNA1042574	Original Combined Loan-To-Value (CLTV)	70%	90%
17DNA1033252	Original Combined Loan-To-Value (CLTV)	76%	85%
17DNA1041994	Original Combined Loan-To-Value (CLTV)	81%	80%
N/A	Original Combined Loan-To-Value (CLTV)	69%	79%
17DNA1081492	Original Debt-to-Income (DTI) Ratio	16%	42%
17DNA1010111	Original Debt-to-Income (DTI) Ratio	22%	45%
17DNA1001024	Original Debt-to-Income (DTI) Ratio	26%	45%
17DNA1105880	Original Debt-to-Income (DTI) Ratio	7%	26%
17DNA1084796	Original Debt-to-Income (DTI) Ratio	26%	44%
N/A	Original Debt-to-Income (DTI) Ratio	34%	51%
17DNA1069664	Original Debt-to-Income (DTI) Ratio	21%	36%
17DNA1009232	Original Debt-to-Income (DTI) Ratio	15%	28%
N/A	Original Debt-to-Income (DTI) Ratio	43%	51%
17DNA1019066	Original Debt-to-Income (DTI) Ratio	37%	43%
17DNA1129134	Original Debt-to-Income (DTI) Ratio	35%	41%
17DNA1081292	Original Debt-to-Income (DTI) Ratio	43%	35%
17DNA1051645	Original Debt-to-Income (DTI) Ratio	44%	36%
17DNA1108559	Original Debt-to-Income (DTI) Ratio	42%	33%
17DNA1110599	Credit Score	782	781
N/A	Credit Score	660	661
17DNA1078296	Credit Score	803	705
17DNA1055705	Credit Score	660	779
17DNA1024551	Credit Score	792	803
N/A	Credit Score	678	669
17DNA1063180	Credit Score	803	800
17DNA1051915	First-time Homebuyer	No	Yes
17DNA1105659	First-time Homebuyer	Yes	No
17DNA1091839	First-time Homebuyer	Yes	No
17DNA1064663	First-time Homebuyer	Yes	No
17DNA1023993	First-time Homebuyer	No	Yes
17DNA1027139	First-time Homebuyer	No	Yes
17DNA1047697	First-time Homebuyer	No	Yes
17DNA1119304	First-time Homebuyer	No	Yes
17DNA1000534	First-time Homebuyer	No	Yes
17DNA1044559	First-time Homebuyer	No	Yes
17DNA1028281	First-time Homebuyer	No	Yes
17DNA1000990	First-time Homebuyer	Yes	No
17DNA1122073	First-time Homebuyer	No	Yes
17DNA1010892	First-time Homebuyer	No	Yes
17DNA1069583	First-time Homebuyer	No	Yes
17DNA1073292	First-time Homebuyer	No	Yes
17DNA1050585	First-time Homebuyer	No	Yes
17DNA1009923	First-time Homebuyer	No	Yes
N/A	Loan Purpose	Cash-out Refinance	No Cash-out Refinance
17DNA1040211	Loan Purpose	No Cash-out Refinance	Cash-out Refinance
N/A	Original Loan-To-Value (LTV)	80%	84%
17DNA1020195	Original Loan-To-Value (LTV)	74%	69%
17DNA1013708	Property Type	PUD	1-4 Fee Simple
17DNA1033524	Property Type	1-4 Fee Simple	PUD
17DNA1047697	Property Type	Condo	PUD
17DNA1125869	Property Type	1-4 Fee Simple	PUD

(1) Excludes loans with DTI differences of less than or equal to 5%.

(2) 7 of the discrepancies represented by loan identifiers designated as "N/A" correspond to 7 mortgage loans that are not included in the Reference Pool due to principal payments in full, delinquencies, bankruptcy filings, removal as part of Freddie Mac's quality control process and/or removal as part of the Third-Party Diligence Provider's review process.

## ANNEX 1-B

### THE REFERENCE OBLIGATIONS IN REFERENCE POOL B

Unless otherwise noted, the statistical information presented in this Memorandum concerning Reference Pool B is based on the characteristics of the Corresponding Reference Obligations as of the Cut-off Date. In addition, unless otherwise noted, references to a percentage of Reference Obligations in this section refer to a percentage of Reference Obligations by Reference Pool B Cut-off Date Balance.

This Annex 1-B generally describes some of the material characteristics of Reference Pool B. Certain loan-level information for the Corresponding Reference Obligations may be accessed through Freddie Mac's website at [http://www.freddiemac.com/creditriskofferings/security\\_data.html](http://www.freddiemac.com/creditriskofferings/security_data.html).

The figures in this discussion may not correspond exactly to the related figures in the collateral stratification tables due to rounding differences. Prior to the Closing Date, Corresponding Reference Obligations will not be removed or substituted from Reference Pool B. We believe that the information set forth in the Memorandum and in this Annex 1-B is representative of the characteristics of the Corresponding Reference Pool as such Corresponding Reference Pool will be constituted as of the Closing Date.

The Corresponding Reference Obligations were originated on or after the applicable date referenced in clause (b) of the definition of Reference Pool B Initial Cohort Pool. We determined the population of Reference Pool B by selecting mortgage loans that meet the Reference Pool B Eligibility Criteria.

#### Selected Reference Obligation Data as of the Cut-off Date

	Range or Total	Average or Weighted Average
Number of Reference Obligations . . . . .	181,136	—
Aggregate Original Principal Balance <sup>(1)</sup> . . . . .	\$47,420,259,000	—
Original Principal Balance <sup>(1)</sup> . . . . .	\$12,000 to \$1,203,000	\$261,794
Aggregate Principal Balance (truncated) . . . . .	\$43,759,540,474	—
Principal Balance . . . . .	\$1 to \$1,135,829	\$241,584
Mortgage Rate . . . . .	2.750% to 5.625%	3.814%
Remaining Term to Maturity (months) . . . . .	202 to 325	322
Original Term to Maturity (months) . . . . .	241 to 360	359
Loan Age (months) . . . . .	35 to 42	38
Original LTV Ratio . . . . .	61% to 80%	75%
Original CLTV Ratio . . . . .	61% to 97%	76%
ELTV Ratio <sup>(2)</sup> . . . . .	1% to 444%	62%
Original DTI Ratio <sup>(3)</sup> . . . . .	1% to 50%	35%
Original Credit Score <sup>(4)</sup> . . . . .	600 to 835	754
Updated Credit Score <sup>(5)</sup> . . . . .	432 to 844	759
Latest Maturity Date . . . . .	November 2046	—

(1) The original UPB of each Reference Obligation is rounded to the nearest \$1,000.

(2) Calculated based on those Reference Obligations that had non-zero ELTV ratios.

(3) Calculated based only on those Reference Obligations that had non-zero original DTI ratios.

(4) Calculated based only on those Reference Obligations that had non-zero original Credit Scores for the mortgagors.

(5) Calculated based only on those Reference Obligations that had non-zero updated Credit Scores for the mortgagors.

#### Top Five Geographic Concentration of Mortgaged Properties

California . . . . .	23.72%
Texas . . . . .	5.80%
Florida . . . . .	4.82%
Colorado . . . . .	4.77%
Illinois . . . . .	4.52%
Maximum Three-Digit Zip Code Concentration . . . . .	2.14%

The characteristics of Reference Pool B will change from time to time to reflect subsequent payments, prepayments and Credit Events with respect to Reference Obligations included in Reference Pool B. In addition, the characteristics of Reference Pool B may change after the issuance of the Notes as a result of Reference Pool Removals.



See “Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount” for a description of how Reference Pool Removals affect the Notes. In the event that a Reference Obligation that was previously removed from the Reference Pool is discovered to have been removed in error, such Reference Obligation will be reinstated into the Reference Pool. See “Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-up Amounts”. See “General Mortgage Loan Purchase and Servicing — Servicing Standards” and “— Quality Control Process” in Appendix B for a description of how Major Servicing Defects, Minor Servicing Defects and Underwriting Defects may be discovered through Freddie Mac’s quality control processes.

Were these changes ever to occur, they could materially alter the Corresponding Reference Pool characteristics shown above and the WALs and yields to maturity of the Notes.

The table below summarizes (i) the mortgage loans in the Reference Pool B Initial Cohort Pool that were excluded from Reference Pool B due to delinquencies, payoffs, borrower bankruptcy filings, quality control removals and data reconciliation or corrected data removals, as applicable, and (ii) the Corresponding Reference Obligations.

Category	Number of Mortgage Loans	Aggregate Original Principal Balance (\$) <sup>(1)</sup>	Average Original Principal Balance (\$) <sup>(1)</sup>	Non-Zero Weighted Average Original Credit Score	Weighted Average Original LTV Ratio (%)	Non-Zero Weighted Average Original DTI Ratio (%)
Reference Pool B Initial Cohort Pool	236,139	61,479,651,000	260,354	752	75	35
less mortgage loans that were repurchased or removed by quality control process <sup>(2)</sup>	118	32,957,000	279,297	723	75	37
less mortgage loans that were paid in full	49,405	12,715,333,000	257,369	745	75	35
less mortgage loans that were removed due to having failed delinquency criteria or the borrower having filed for bankruptcy	5,480	1,311,102,000	239,252	716	75	37
<b>Reference Pool B</b>	<b>181,136</b>	<b>47,420,259,000</b>	<b>261,794</b>	<b>754</b>	<b>75</b>	<b>34</b>

(1) The original UPB of each Reference Obligation is rounded to the nearest \$1,000.

(2) Includes mortgage loans removed as a result of the findings of the Third-Party Diligence Provider, if applicable. Also includes mortgage loans repurchased by the seller/servicer as a result of their internal quality control process and/or voluntarily repurchased by the seller/servicer.

The table below summarizes the delinquency status as of October 31, 2019, of the mortgage loans that were excluded from Reference Pool B due to having been reported 30 days or more delinquent in the last six months or due to having been reported 30 days or more delinquent more than once in the last 12 months.

Reference Pool B Initial Cohort Pool Total Number of Mortgage Loans	236,139	
	Number of Mortgage Loans	% of Reference Pool B Initial Cohort Pool
<b>Total Delinquency/Bankruptcy Removals</b>	5,480	2.321%
<b>Mortgage Loans with Current Status</b>	3,772	1.597%
<b>Mortgage Loans with Delinquent Status</b>	1,708	0.723%
30-59 days delinquent	991	0.420%
60-89 days delinquent	244	0.103%
90-119 days delinquent	93	0.039%
120-149 days delinquent	59	0.025%
150-179 days delinquent	60	0.025%
180 days or more delinquent <sup>(1)</sup>	261	0.111%

(1) Includes 59 mortgage loans which are REO acquisitions.

## Collateral Stratification Tables

### Reference Pool B as of the Cut-off Date

#### Amortization Type of the Reference Obligations

Amortization Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Fixed Rate .....	181,136	43,759,540,474.29	100.00	241,583.90	3.814	754	759	75	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

#### Principal Balance of the Reference Obligations at Origination

Range of Original Principal Balances (\$)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
0.01 to 25,000.00 .....	25	492,034.78	0.00	19,681.39	4.261	735	697	76	76	41
25,000.01 to 50,000.00 .....	1,057	40,902,889.97	0.09	38,697.15	4.350	741	742	77	77	50
50,000.01 to 75,000.00 .....	3,657	217,144,145.80	0.50	59,377.67	4.170	745	748	76	76	55
75,000.01 to 100,000.00 .....	7,419	613,732,648.72	1.40	82,724.44	4.029	748	753	76	76	57
100,000.01 to 125,000.00 .....	10,573	1,106,547,657.95	2.53	104,657.87	3.957	750	756	76	76	59
125,000.01 to 150,000.00 .....	12,993	1,652,070,001.23	3.78	127,150.77	3.913	751	757	76	76	59
150,000.01 to 200,000.00 .....	29,575	4,829,284,063.41	11.04	163,289.40	3.863	752	759	76	76	60
200,000.01 to 250,000.00 .....	28,165	5,859,396,429.92	13.39	208,038.22	3.820	753	760	76	76	61
250,000.01 to 300,000.00 .....	25,246	6,423,003,110.61	14.68	254,416.66	3.791	755	761	76	76	62
300,000.01 to 350,000.00 .....	19,612	5,886,525,471.54	13.45	300,149.17	3.767	754	760	76	76	62
350,000.01 to 400,000.00 .....	17,645	6,135,478,131.72	14.02	347,717.66	3.752	755	760	75	76	63
400,000.01 to 450,000.00 .....	14,213	5,470,716,144.66	12.50	384,909.32	3.764	754	757	74	76	62
450,000.01 to 500,000.00 .....	3,444	1,519,618,275.77	3.47	441,236.43	3.852	758	762	74	75	62
500,000.01 to 550,000.00 .....	2,935	1,428,116,437.19	3.26	486,581.41	3.852	758	762	74	75	62
550,000.01 to 600,000.00 .....	2,334	1,249,147,353.69	2.85	535,195.95	3.855	756	758	74	75	63
600,000.01 to 650,000.00 .....	1,982	1,142,017,435.93	2.61	576,194.47	3.851	754	757	73	76	61
650,000.01 to 700,000.00 .....	69	43,488,313.56	0.10	630,265.41	4.038	762	774	73	73	64
700,000.01 to 750,000.00 .....	76	51,594,500.85	0.12	678,875.01	4.085	760	761	73	74	64
750,000.01 to 800,000.00 .....	56	41,012,561.56	0.09	732,367.17	4.176	771	764	70	70	60
800,000.01 to 850,000.00 .....	35	26,696,347.07	0.06	762,752.77	4.288	754	738	69	70	72
850,000.01 to 900,000.00 .....	5	4,165,652.86	0.01	833,130.57	4.073	755	782	73	73	74
900,000.01 and greater .....	20	18,390,865.50	0.04	919,543.28	4.113	768	755	72	72	60
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The average principal balance of the Reference Obligations at origination was approximately \$261,793.67.

\* Amounts may not add up to the totals shown due to rounding.

## Principal Balance of the Reference Obligations

Range of Principal Balances (\$)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
0.01 to 25,000.00	283	4,289,169.50	0.01	15,156.08	4.009	762	768	76	76	14
25,000.01 to 50,000.00	1,750	71,624,033.43	0.16	40,928.02	4.216	747	750	77	77	43
50,000.01 to 75,000.00	4,830	308,373,378.21	0.70	63,845.42	4.100	747	752	76	76	53
75,000.01 to 100,000.00	9,317	826,637,780.48	1.89	88,723.60	3.994	750	755	76	76	56
100,000.01 to 125,000.00	12,616	1,427,111,068.28	3.26	113,119.14	3.931	751	757	76	76	58
125,000.01 to 150,000.00	13,956	1,918,816,996.53	4.38	137,490.47	3.894	751	758	75	76	59
150,000.01 to 200,000.00	32,157	5,638,060,130.74	12.88	175,329.17	3.847	753	760	76	76	60
200,000.01 to 250,000.00	29,054	6,525,449,645.54	14.91	224,597.29	3.808	754	760	76	76	61
250,000.01 to 300,000.00	24,269	6,653,304,579.54	15.20	274,148.28	3.779	755	761	76	76	62
300,000.01 to 350,000.00	19,181	6,216,688,076.48	14.21	324,106.57	3.762	755	760	75	76	63
350,000.01 to 400,000.00	21,572	8,128,577,363.97	18.58	376,811.49	3.755	753	757	74	76	63
400,000.01 to 450,000.00	3,498	1,490,842,048.04	3.41	426,198.41	3.857	758	762	75	75	62
450,000.01 to 500,000.00	3,292	1,562,063,254.74	3.57	474,502.81	3.854	758	762	74	75	62
500,000.01 to 550,000.00	2,577	1,350,104,582.52	3.09	523,905.54	3.854	756	760	74	75	62
550,000.01 to 600,000.00	2,481	1,426,421,813.33	3.26	574,938.26	3.859	754	756	73	76	62
600,000.01 to 650,000.00	99	61,252,770.58	0.14	618,714.85	4.060	756	768	72	72	64
650,000.01 to 700,000.00	87	58,682,475.78	0.13	674,511.22	4.099	763	765	73	74	65
700,000.01 to 750,000.00	43	31,293,521.80	0.07	727,756.32	4.093	767	760	71	72	62
750,000.01 to 800,000.00	48	36,588,989.95	0.08	762,270.62	4.342	761	748	68	68	66
800,000.01 to 850,000.00	6	4,967,929.35	0.01	827,988.23	4.041	750	767	73	73	76
850,000.01 to 900,000.00	7	6,128,241.40	0.01	875,463.06	4.177	758	757	71	71	58
900,000.01 and greater	13	12,262,624.10	0.03	943,278.78	4.080	773	754	72	72	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The average principal balance of the Reference Obligations as of the Cut-off Date is approximately \$241,583.90.

## Mortgage Rate of the Reference Obligations

Range of Mortgage Rates (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
2.750 to 2.874	3	620,289.41	0.00	206,763.14	2.750	706	777	80	80	70
2.875 to 2.999	10	2,328,923.77	0.01	232,892.38	2.894	774	783	77	77	63
3.000 to 3.124	36	7,975,284.03	0.02	221,535.67	3.010	780	779	74	74	61
3.125 to 3.249	273	65,366,717.68	0.15	239,438.53	3.135	779	777	74	75	61
3.250 to 3.374	2,428	596,281,055.06	1.36	245,585.28	3.251	775	778	74	74	62
3.375 to 3.499	6,481	1,573,970,075.67	3.60	242,859.14	3.388	773	776	74	75	62
3.500 to 3.624	18,630	4,705,149,219.40	10.75	252,557.66	3.502	769	772	75	75	61
3.625 to 3.749	35,970	9,278,785,420.16	21.20	257,959.01	3.626	766	770	75	76	62
3.750 to 3.874	41,608	10,462,369,887.25	23.91	251,450.92	3.750	759	764	75	76	62
3.875 to 3.999	31,333	7,718,690,037.46	17.64	246,343.79	3.892	747	753	75	76	62
4.000 to 4.124	8,587	1,997,978,269.76	4.57	232,674.77	4.002	741	749	75	77	62
4.125 to 4.249	9,624	2,171,083,183.92	4.96	225,590.52	4.128	733	742	75	76	61
4.250 to 4.374	8,564	1,843,664,855.90	4.21	215,280.81	4.251	728	737	75	76	61
4.375 to 4.499	5,733	1,251,313,352.72	2.86	218,265.02	4.378	724	732	75	76	61
4.500 to 4.624	3,989	805,526,662.02	1.84	201,936.99	4.501	722	730	76	76	61
4.625 to 4.749	2,758	469,622,001.37	1.07	170,276.29	4.626	724	731	76	76	61
4.750 to 4.874	2,330	395,994,315.75	0.90	169,954.64	4.751	719	729	76	76	61
4.875 to 4.999	1,548	255,996,802.15	0.59	165,372.61	4.880	707	720	76	76	61
5.000 to 5.124	543	69,635,605.79	0.16	128,242.37	5.001	700	708	77	77	60
5.125 to 5.249	344	43,599,330.30	0.10	126,742.24	5.125	685	697	78	78	60
5.250 to 5.374	222	31,379,575.56	0.07	141,349.44	5.250	687	695	77	77	60
5.375 to 5.499	85	9,005,535.79	0.02	105,947.48	5.375	660	676	79	79	60
5.500 to 5.624	34	2,966,216.62	0.01	87,241.67	5.500	675	672	77	77	57
5.625 to 5.749	3	237,856.75	0.00	79,285.58	5.625	656	604	77	77	61
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average mortgage rate of the Reference Obligations as of the Cut-off Date is approximately 3.814%.

\* Amounts may not add up to the totals shown due to rounding.

### Loan Age of the Reference Obligations

Loan Age (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
35	9,496	2,249,330,514.01	5.14	236,871.37	3.725	753	758	75	75	62
36	32,727	7,891,718,832.80	18.03	241,137.86	3.747	753	758	75	75	62
37	47,852	11,786,809,341.38	26.94	246,318.01	3.758	754	760	75	75	61
38	41,875	10,149,534,759.52	23.19	242,376.95	3.840	754	759	75	76	62
39	35,450	8,452,690,101.20	19.32	238,439.78	3.902	754	759	75	76	62
40	11,866	2,798,496,300.10	6.40	235,841.59	3.925	756	761	76	77	61
41	1,864	429,510,989.61	0.98	230,424.35	4.018	753	759	75	76	61
42	6	1,449,635.67	0.00	241,605.95	4.045	756	754	79	79	67
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average loan age of the Reference Obligations as of the Cut-off Date is approximately 38 months.

### LTV Ratio of the Reference Obligations at Origination

Range of Original LTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
61 to 65	15,643	3,995,379,231.92	9.13	255,410.04	3.759	757	763	63	65	52
66 to 70	24,877	6,358,136,595.43	14.53	255,582.93	3.800	751	758	68	69	56
71 to 75	40,252	9,975,521,874.98	22.80	247,826.74	3.852	756	761	74	75	60
76 to 80	100,364	23,430,502,771.96	53.54	233,455.25	3.812	753	758	79	80	65
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average LTV ratio of the Reference Obligations at origination was approximately 75%.

### CLTV Ratio of the Reference Obligations at Origination

Range of Original CLTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
61 to 65	14,635	3,636,559,375.59	8.31	248,483.73	3.759	757	765	63	63	52
66 to 70	23,687	5,924,750,547.04	13.54	250,126.67	3.800	751	759	68	68	56
71 to 75	38,798	9,434,982,189.73	21.56	243,182.18	3.852	756	761	74	74	60
76 to 80	98,807	22,977,858,503.10	52.51	232,552.94	3.807	753	759	79	79	65
81 to 85	937	310,193,387.88	0.71	331,049.51	3.848	752	749	73	84	62
86 to 90	3,250	1,158,839,181.71	2.65	356,565.90	3.875	756	750	75	90	64
91 to 95	1,017	315,574,909.36	0.72	310,299.81	3.896	746	745	77	94	66
96 to 97	5	782,379.88	0.00	156,475.98	3.795	730	691	80	97	59
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average CLTV ratio of the Reference Obligations at origination was approximately 76%.

\* Amounts may not add up to the totals shown due to rounding.

### ELTV Ratio of the Reference Obligations

Range of ELTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	8,926	2,003,588,997.55	4.58	224,466.61	3.926	757	762	75	75	N/A
1 to 5	96	972,291.35	0.00	10,128.03	3.804	773	789	75	75	4
6 to 10	158	4,405,719.12	0.01	27,884.30	3.796	769	784	76	76	8
11 to 15	171	8,355,692.62	0.02	48,863.70	3.800	770	785	75	76	13
16 to 20	288	19,761,499.40	0.05	68,616.32	3.830	766	777	75	76	18
21 to 25	376	31,564,817.37	0.07	83,948.98	3.775	770	776	74	74	23
26 to 30	506	50,897,019.29	0.12	100,586.99	3.799	766	774	74	75	28
31 to 35	771	86,108,559.31	0.20	111,684.25	3.837	764	771	74	75	33
36 to 40	1,328	177,147,893.84	0.40	133,394.50	3.865	760	772	72	73	38
41 to 45	3,133	509,037,309.10	1.16	162,476.00	3.859	758	766	69	69	44
46 to 50	10,776	2,187,106,396.44	5.00	202,960.88	3.818	756	764	68	68	49
51 to 55	24,406	5,627,524,431.45	12.86	230,579.55	3.809	755	761	70	70	53
56 to 60	38,057	9,233,246,931.53	21.10	242,616.26	3.816	754	760	74	74	58
61 to 65	44,688	11,298,041,678.55	25.82	252,820.48	3.810	753	758	77	78	63
66 to 70	31,603	8,301,931,504.56	18.97	262,694.41	3.797	753	758	79	79	68
71 to 75	12,177	3,211,967,609.54	7.34	263,773.31	3.793	752	755	79	80	73
76 to 80	2,640	717,570,760.34	1.64	271,807.11	3.822	749	753	79	80	77
81 to 85	514	137,254,101.71	0.31	267,031.33	3.885	749	754	78	78	83
86 to 90	163	45,268,558.99	0.10	277,721.22	3.867	751	755	77	77	88
91 to 95	81	23,012,425.75	0.05	284,104.02	3.902	751	751	76	77	93
96 to 100	61	17,981,033.64	0.04	294,771.04	3.946	749	744	75	76	98
101 to 105	41	11,566,268.49	0.03	282,104.11	3.907	745	754	73	75	103
106 to 110	30	9,568,215.12	0.02	318,940.50	4.001	751	742	75	76	107
111 to 115	27	7,655,761.45	0.02	283,546.72	3.802	756	746	76	76	113
116 to 120	13	4,453,395.85	0.01	342,568.91	3.824	750	759	76	77	118
121 to 125	20	7,075,610.89	0.02	353,780.54	3.963	745	757	76	78	123
126 to 130	15	4,885,060.31	0.01	325,670.69	3.751	743	762	73	75	128
131 to 135	5	1,792,303.19	0.00	358,460.64	4.006	748	770	72	72	132
136 to 140	13	3,845,254.62	0.01	295,788.82	3.737	760	749	77	78	137
141 to 145	5	1,856,662.22	0.00	371,332.44	3.988	756	777	77	77	142
146 to 150	2	646,018.14	0.00	323,009.07	4.091	783	774	74	74	149
151 to 155	2	696,237.25	0.00	348,118.63	4.108	776	757	78	78	153
156 to 160	4	1,147,801.77	0.00	286,950.44	3.928	724	716	78	78	158
161 to 165	3	610,517.28	0.00	203,505.76	3.551	761	789	72	72	163
166 to 170	3	1,030,619.36	0.00	343,539.79	3.662	752	710	76	76	169
171 to 175	1	248,237.39	0.00	248,237.39	3.625	807	776	76	76	171
181 to 185	4	1,231,713.58	0.00	307,928.40	3.924	767	758	74	74	183
191 to 195	3	910,063.86	0.00	303,354.62	3.658	795	793	75	75	193
196 to 200	4	1,202,521.18	0.00	300,630.30	3.627	746	796	74	74	199
201 and greater	22	6,372,980.89	0.01	289,680.95	3.745	776	783	77	78	301
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average ELTV ratio of the Reference Obligations as of the Cut-off Date is approximately 62%.

### Credit Score of the Mortgagors of the Reference Obligations at Origination

Range of Original Credit Scores	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	44	9,371,978.06	0.02	212,999.50	3.733	N/A	747	77	77	63
600 to 619	95	18,130,735.08	0.04	190,849.84	4.171	611	648	75	76	61
620 to 639	1,617	325,877,554.30	0.74	201,532.19	4.315	630	662	75	75	61
640 to 659	3,291	676,496,508.87	1.55	205,559.56	4.255	650	673	75	75	61
660 to 679	6,014	1,291,588,235.73	2.95	214,763.59	4.163	670	693	75	75	61
680 to 699	12,463	2,879,256,267.30	6.58	231,024.33	3.999	690	714	75	76	62
700 to 719	18,291	4,415,952,545.46	10.09	241,427.62	3.910	709	732	75	76	62
720 to 739	20,750	5,135,144,073.61	11.73	247,476.82	3.827	730	746	75	76	62
740 to 759	24,915	6,239,325,407.15	14.26	250,424.46	3.772	750	757	75	76	62
760 to 779	31,526	7,870,976,635.84	17.99	249,666.20	3.754	770	771	75	76	62
780 to 799	37,783	9,369,604,111.35	21.41	247,984.65	3.738	790	783	75	76	61
800 to 819	23,700	5,390,873,458.40	12.32	227,463.02	3.728	807	795	75	75	61
820 to 839	647	136,942,963.14	0.31	211,658.37	3.750	822	809	74	74	59
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average Credit Score of the mortgagors of the Reference Obligations at origination was approximately 754.

\* Amounts may not add up to the totals shown due to rounding.

## Updated Credit Score of the Mortgagors of the Reference Obligations

Range of Updated Credit Scores	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	633	109,428,164.30	0.25	172,872.30	3.975	754	N/A	75	76	60
420 to 439	2	159,945.20	0.00	79,972.60	4.140	639	434	64	64	49
440 to 459	8	1,860,833.46	0.00	232,604.18	4.269	668	453	75	75	61
460 to 479	46	9,667,161.23	0.02	210,155.68	3.968	694	471	75	77	61
480 to 499	144	29,792,197.66	0.07	206,890.26	4.135	682	491	76	77	62
500 to 519	246	51,060,702.77	0.12	207,563.83	4.080	693	510	76	76	62
520 to 539	366	79,256,605.39	0.18	216,548.10	4.087	691	530	76	77	62
540 to 559	544	117,705,111.55	0.27	216,369.69	4.063	694	550	76	77	62
560 to 579	661	144,125,232.61	0.33	218,041.20	4.092	691	570	76	76	62
580 to 599	963	207,201,539.56	0.47	215,162.55	4.049	696	590	76	77	62
600 to 619	1,351	304,898,443.57	0.70	225,683.53	4.028	698	611	75	76	63
620 to 639	1,968	452,355,308.75	1.03	229,855.34	3.997	700	630	75	76	62
640 to 659	3,403	788,294,096.27	1.80	231,646.81	3.997	707	650	75	76	62
660 to 679	5,342	1,256,421,563.57	2.87	235,196.85	3.961	712	670	75	76	62
680 to 699	7,985	1,917,609,274.90	4.38	240,151.44	3.943	717	690	75	76	62
700 to 719	10,864	2,645,617,744.00	6.05	243,521.52	3.906	724	710	75	76	62
720 to 739	15,087	3,716,142,206.26	8.49	246,314.19	3.872	733	730	75	76	62
740 to 759	21,221	5,210,558,054.66	11.91	245,537.82	3.829	745	750	75	76	62
760 to 779	32,075	7,940,939,895.59	18.15	247,574.12	3.792	757	770	75	76	62
780 to 799	41,608	10,265,743,607.90	23.46	246,725.24	3.753	771	789	75	76	61
800 to 819	27,137	6,420,589,966.71	14.67	236,599.11	3.739	781	808	75	75	61
820 to 839	9,090	2,009,758,471.28	4.59	221,095.54	3.745	788	826	75	75	60
840 to 859	392	80,354,347.10	0.18	204,985.58	3.758	793	841	75	75	60
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average updated Credit Score of the mortgagors of the Reference Obligations was approximately 759.

## DTI Ratio of the Reference Obligations at Origination

Range of Original DTI Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	7	1,806,610.31	0.00	258,087.19	4.196	720	736	72	72	61
1 to 20	16,634	3,622,358,182.21	8.28	217,768.32	3.743	769	775	75	75	61
21 to 25	19,968	4,656,509,410.59	10.64	233,198.59	3.754	764	770	75	76	62
26 to 30	25,805	6,153,656,030.16	14.06	238,467.58	3.780	759	766	75	76	62
31 to 35	30,036	7,316,670,758.65	16.72	243,596.71	3.812	754	760	75	76	62
36 to 40	33,009	8,104,505,256.43	18.52	245,524.11	3.843	750	755	75	76	62
41 to 45	38,950	9,637,214,462.83	22.02	247,425.28	3.878	743	747	75	76	62
46 to 50	16,727	4,266,819,763.11	9.75	255,085.78	3.796	757	757	75	75	61
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average DTI ratio of the Reference Obligations at origination was approximately 35%.

## Occupancy Type of the Reference Obligations

Occupancy Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Primary Residence	154,363	38,437,527,615.56	87.84	249,007.39	3.774	753	759	75	76	62
Investment Property	18,438	3,561,066,800.71	8.14	193,137.37	4.288	762	763	74	74	58
Second Home	8,335	1,760,946,058.02	4.02	211,271.27	3.738	765	768	76	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.



### Loan Purpose of the Reference Obligations

Loan Purpose	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Purchase . . . . .	91,786	21,186,496,174.54	48.42	230,824.92	3.795	756	760	77	78	63
No Cash-out Refinance . . . . .	46,829	12,495,040,735.50	28.55	266,822.71	3.738	756	762	73	74	60
Cash-out Refinance . . . . .	42,521	10,078,003,564.25	23.03	237,012.38	3.950	746	753	74	74	61
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Property Type of the Reference Obligations

Property Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Single Family . . . . .	112,896	27,093,012,384.28	61.91	239,982.04	3.825	752	757	75	76	61
Planned Unit Development . . . . .	50,803	12,794,703,136.09	29.24	251,849.36	3.790	755	761	76	76	62
Condominium . . . . .	16,674	3,760,297,113.64	8.59	225,518.60	3.817	761	769	75	75	62
Manufactured Housing . . . . .	424	48,807,803.22	0.11	115,112.74	3.937	748	754	77	77	N/A
Co-operative . . . . .	339	62,720,037.06	0.14	185,014.86	3.789	757	764	77	77	61
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

## Geographic Concentration of the Mortgaged Properties (State or Territory)

State or Territory	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
California	31,479	10,381,336,236.49	23.72	329,786.09	3.843	752	758	73	74	59
Texas	11,681	2,538,666,120.91	5.80	217,332.94	3.850	749	751	76	78	64
Florida	10,559	2,107,140,782.66	4.82	199,558.74	3.882	748	754	76	76	62
Colorado	7,880	2,086,609,832.32	4.77	264,798.20	3.825	755	761	75	75	58
Illinois	9,078	1,978,341,633.64	4.52	217,927.04	3.763	758	765	76	77	68
Washington	6,929	1,859,229,628.73	4.25	268,325.82	3.838	755	764	75	75	56
Massachusetts	5,294	1,527,770,470.29	3.49	288,585.28	3.759	755	758	75	76	60
Virginia	5,212	1,519,850,628.72	3.47	291,606.03	3.772	762	767	75	77	64
New York	5,444	1,479,463,021.15	3.38	271,760.29	3.894	750	748	76	76	62
New Jersey	5,173	1,419,235,298.79	3.24	274,354.40	3.791	752	754	76	76	66
Arizona	5,388	1,122,746,235.32	2.57	208,379.03	3.875	756	762	76	76	59
Oregon	4,317	1,079,234,403.82	2.47	249,996.39	3.848	756	765	75	76	61
North Carolina	5,151	1,043,496,824.87	2.38	202,581.41	3.774	759	764	76	77	62
Maryland	3,568	1,009,763,839.98	2.31	283,005.56	3.799	757	761	75	77	67
Michigan	5,556	963,351,895.22	2.20	173,389.47	3.788	754	761	76	77	62
Pennsylvania	4,763	954,441,666.57	2.18	200,386.66	3.768	758	761	77	77	65
Georgia	4,568	947,606,060.86	2.17	207,444.41	3.804	752	759	76	77	61
Minnesota	4,239	884,126,969.67	2.02	208,569.70	3.764	760	768	76	78	63
Utah	3,147	738,547,659.08	1.69	234,683.08	3.761	757	760	75	76	56
Ohio	4,457	702,528,434.16	1.61	157,623.61	3.749	755	760	77	77	63
Wisconsin	3,469	641,242,660.69	1.47	184,907.08	3.681	761	769	76	76	61
Tennessee	2,734	543,480,011.83	1.24	198,785.67	3.821	752	760	76	77	61
Missouri	2,997	529,896,057.95	1.21	176,808.83	3.777	756	762	77	77	65
Indiana	2,860	458,647,987.47	1.05	160,366.43	3.782	755	761	77	77	62
Nevada	2,077	438,852,273.08	1.00	211,291.42	3.929	751	758	76	76	57
Connecticut	1,766	409,820,092.42	0.94	232,061.21	3.772	752	754	77	77	69
South Carolina	2,080	404,780,579.33	0.93	194,606.05	3.798	755	763	76	76	63
Hawaii	861	343,064,628.92	0.78	398,449.05	3.756	753	761	74	75	62
Kentucky	1,742	297,635,506.06	0.68	170,858.50	3.745	755	761	76	77	65
Louisiana	1,327	266,464,061.91	0.61	200,801.86	3.853	746	750	75	76	68
District of Columbia	635	264,738,513.00	0.60	416,911.04	3.805	763	769	74	76	63
Iowa	1,455	251,850,369.97	0.58	173,093.04	3.612	760	766	76	78	66
Idaho	1,209	238,949,003.73	0.55	197,641.86	3.805	754	762	76	77	52
New Hampshire	1,054	237,542,159.52	0.54	225,372.07	3.750	756	761	77	77	61
Alabama	1,205	232,379,022.18	0.53	192,845.66	3.809	751	757	76	77	65
Kansas	1,256	217,481,487.35	0.50	173,154.05	3.733	756	761	76	77	64
Oklahoma	1,047	176,427,793.42	0.40	168,507.92	3.833	752	756	76	77	68
Montana	807	171,804,911.89	0.39	212,893.32	3.780	755	760	75	76	61
Arkansas	865	142,762,635.92	0.33	165,043.51	3.787	750	752	76	77	67
Maine	721	142,115,848.66	0.32	197,109.36	3.773	757	762	76	77	61
Rhode Island	580	126,581,409.47	0.29	218,243.81	3.809	753	752	76	76	61
Nebraska	667	117,401,194.20	0.27	176,013.78	3.742	760	765	77	77	63
New Mexico	609	112,940,086.12	0.26	185,451.70	3.865	755	757	76	77	63
Delaware	529	111,182,322.65	0.25	210,174.52	3.802	760	765	76	77	66
Vermont	504	100,575,623.07	0.23	199,554.81	3.590	761	768	76	76	65
North Dakota	448	91,802,606.98	0.21	204,916.53	3.629	758	761	77	77	69
Alaska	366	90,803,475.80	0.21	248,096.93	3.812	752	756	76	76	69
Mississippi	397	68,417,609.86	0.16	172,336.55	3.873	738	748	76	77	68
South Dakota	302	58,285,623.23	0.13	192,998.75	3.786	755	765	76	78	63
Wyoming	251	57,132,819.35	0.13	227,620.79	3.808	751	751	76	76	62
West Virginia	370	56,009,222.58	0.13	151,376.28	3.815	750	748	76	77	67
Guam	32	6,779,630.26	0.02	211,863.45	3.584	747	753	76	76	N/A
Virgin Islands	22	6,540,584.34	0.01	297,299.29	3.904	743	753	78	78	N/A
Puerto Rico	9	1,465,017.83	0.00	162,779.76	3.586	745	769	71	71	N/A
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

## Geographic Concentration of the Mortgaged Properties (Top 10 Metropolitan Statistical Areas (“MSA”))

Top 10 MSAs	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Los Angeles-Long Beach-Glendale, CA . . .	7,098	2,572,273,230.85	5.88	362,394.09	3.853	752	754	73	73	58
Chicago-Naperville-Evanston, IL . . . . .	6,275	1,470,620,884.61	3.36	234,361.89	3.781	759	765	76	76	67
Washington-Arlington-Alexandria, DC-VA-MD-WV . . . . .	4,077	1,435,466,367.70	3.28	352,088.88	3.775	761	766	75	77	64
Denver-Aurora-Lakewood, CO . . . . .	4,985	1,355,943,571.68	3.10	272,004.73	3.824	753	760	74	75	59
Anaheim-Santa Ana-Irvine, CA . . . . .	3,029	1,200,014,413.35	2.74	396,175.11	3.801	755	761	73	73	61
Seattle-Bellevue-Kent, WA . . . . .	3,643	1,125,897,752.84	2.57	309,057.85	3.834	755	765	74	75	56
Riverside-San Bernardino-Ontario, CA . . . . .	4,220	1,112,169,292.34	2.54	263,547.23	3.851	746	750	74	75	60
San Diego-Chula Vista-Carlsbad, CA . . . . .	3,117	1,074,830,418.98	2.46	344,828.50	3.812	756	762	73	74	59
New York-Jersey City-White Plains, NY-NJ . . . . .	3,171	1,057,005,266.35	2.42	333,334.99	3.923	750	748	75	75	62
Oakland-Berkeley-Livermore, CA . . . . .	2,481	960,293,414.80	2.19	387,059.01	3.841	753	762	73	73	58
Other . . . . .	139,040	30,395,025,860.79	69.46	218,606.34	3.808	754	759	76	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

## Geographic Concentration of the Mortgaged Properties (Top 10 Three-Digit Zip Codes)

Top 10 Three-Digit Zip Codes	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
945xx . . . . .	2,515	937,108,853.38	2.14	372,607.89	3.840	752	761	73	73	58
913xx . . . . .	1,728	644,606,762.75	1.47	373,036.32	3.822	751	755	73	74	60
917xx . . . . .	1,929	643,109,604.45	1.47	333,390.15	3.816	750	753	73	74	59
980xx . . . . .	1,885	577,653,263.90	1.32	306,447.35	3.821	754	763	74	75	56
750xx . . . . .	2,355	573,731,325.58	1.31	243,622.64	3.813	749	751	76	78	65
926xx . . . . .	1,367	564,028,156.13	1.29	412,602.89	3.802	756	761	72	73	61
928xx . . . . .	1,482	544,377,529.08	1.24	367,326.27	3.801	750	756	73	73	60
606xx . . . . .	1,972	514,032,763.20	1.17	260,665.70	3.794	761	771	75	76	67
201xx . . . . .	1,328	478,571,551.80	1.09	360,370.14	3.750	761	766	76	77	64
920xx . . . . .	1,336	459,386,559.33	1.05	343,852.22	3.805	755	761	73	74	59
Other . . . . .	163,239	37,822,934,104.69	86.43	231,702.80	3.815	754	759	75	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

## Original Term to Maturity of the Reference Obligations

Original Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
240 to 259 . . . . .	12	2,075,854.35	0.00	172,987.86	3.791	762	757	73	73	58
260 to 279 . . . . .	90	18,639,833.15	0.04	207,109.26	3.779	761	769	73	73	58
280 to 299 . . . . .	75	16,677,987.79	0.04	222,373.17	3.787	754	771	72	73	58
300 to 319 . . . . .	2,082	487,214,055.19	1.11	234,012.51	3.770	758	763	73	73	59
320 to 339 . . . . .	330	80,795,490.28	0.18	244,834.82	3.750	762	770	73	73	59
340 to 359 . . . . .	157	35,432,616.56	0.08	225,685.46	3.715	759	763	73	73	59
360 . . . . .	178,390	43,118,704,636.97	98.54	241,710.32	3.815	754	759	75	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average original term to maturity of the Reference Obligations is approximately 359 months.

\* Amounts may not add up to the totals shown due to rounding.

## Remaining Term to Maturity of the Reference Obligations

Remaining Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
200 to 219 .....	12	2,075,854.35	0.00	172,987.86	3.791	762	757	73	73	58
220 to 239 .....	64	13,661,604.45	0.03	213,462.57	3.781	762	766	73	74	58
240 to 259 .....	123	26,706,358.75	0.06	217,124.87	3.823	754	772	72	73	57
260 to 279 .....	2,056	481,263,631.39	1.10	234,077.64	3.768	758	763	73	73	59
280 to 299 .....	272	65,520,113.63	0.15	240,882.77	3.760	763	771	73	73	59
300 to 319 .....	2,052	475,921,335.56	1.09	231,930.48	3.987	753	760	75	76	61
320 to 325 .....	176,557	42,694,391,576.16	97.57	241,816.48	3.813	754	759	75	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average remaining term to maturity of the Reference Obligations as of the Cut-off Date is approximately 322 months.

## Sellers of the Reference Obligations

Seller	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Wells Fargo Bank, N.A. ....	29,297	6,721,572,460.92	15.36	229,428.69	3.879	753	760	76	76	61
JPMorgan Chase Bank, N.A. ....	8,109	2,049,954,051.81	4.68	252,799.86	3.866	759	766	75	76	61
U.S. Bank N.A. ....	7,447	1,950,990,265.68	4.46	261,983.38	3.786	760	764	75	77	62
Quicken Loans Inc. ....	7,202	1,626,255,520.64	3.72	225,806.10	3.887	746	752	74	74	61
AmeriHome Mortgage Company, LLC ....	6,343	1,620,714,243.29	3.70	255,512.26	3.794	755	759	75	76	61
Caliber Home Loans, Inc. ....	6,516	1,569,454,839.95	3.59	240,861.70	3.879	747	748	75	76	61
Stearns Lending LLC ....	4,603	1,335,394,888.41	3.05	290,114.03	3.775	749	758	75	76	61
Branch Banking And Trust Company ....	5,094	1,241,326,417.71	2.84	243,684.02	3.823	758	764	76	77	63
loanDepot.com, LLC ....	4,442	1,167,806,339.21	2.67	262,901.02	3.835	750	756	75	75	62
Guaranteed Rate Inc. ....	4,125	1,107,176,976.47	2.53	268,406.54	3.743	759	764	76	76	64
Other .....	97,958	23,368,894,470.20	53.40	238,560.35	3.790	754	759	75	76	61
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

## Servicers of the Reference Obligations

Servicer	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Wells Fargo Bank, N.A. ....	30,665	7,132,537,178.48	16.30	232,595.38	3.873	753	760	75	76	61
Matrix Financial Services Corporation ....	11,078	2,848,687,564.38	6.51	257,148.18	3.805	755	760	75	76	61
U.S. Bank N.A. ....	10,532	2,751,670,081.74	6.29	261,267.57	3.790	758	762	75	77	62
New Residential Mortgage LLC ....	8,824	2,379,263,056.14	5.44	269,635.43	3.786	755	758	75	76	61
JPMorgan Chase Bank, N.A. ....	9,722	2,353,278,905.92	5.38	242,057.08	3.883	756	763	75	76	61
Caliber Home Loans, Inc. ....	6,516	1,569,454,839.95	3.59	240,861.70	3.879	747	748	75	76	61
Fifth Third Bank ....	6,700	1,442,474,989.61	3.30	215,294.77	3.859	751	756	76	76	63
Quicken Loans Inc. ....	6,316	1,386,009,502.27	3.17	219,444.19	3.896	745	751	74	74	61
Pingora Loan Servicing, LLC ....	4,685	1,350,989,537.03	3.09	288,364.90	3.805	757	761	75	75	61
Arvest Central Mortgage Company ....	4,914	1,249,127,361.54	2.85	254,197.67	3.702	759	763	76	77	63
Other .....	81,184	19,296,047,457.23	44.10	237,682.89	3.786	754	760	75	76	61
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

## Origination Channel of the Reference Obligations

Origination Channel	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Retail . . . . .	100,121	23,056,033,387.09	52.69	230,281.69	3.808	754	760	75	76	61
Correspondent . . . . .	59,913	14,963,458,000.10	34.19	249,753.11	3.833	754	759	75	76	62
Broker . . . . .	21,102	5,740,049,087.10	13.12	272,014.46	3.788	754	758	74	75	60
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

## First Payment Date of the Reference Obligations

First Payment Date (year)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
May 2016 . . . . .	6	1,449,635.67	0.00	241,605.95	4.045	756	754	79	79	67
June 2016 . . . . .	1,864	429,510,989.61	0.98	230,424.35	4.018	753	759	75	76	61
July 2016 . . . . .	11,866	2,798,496,300.10	6.40	235,841.59	3.925	756	761	76	77	61
August 2016 . . . . .	35,450	8,452,690,101.20	19.32	238,439.78	3.902	754	759	75	76	62
September 2016 . . . . .	41,875	10,149,534,759.52	23.19	242,376.95	3.840	754	759	75	76	62
October 2016 . . . . .	47,852	11,786,809,341.38	26.94	246,318.01	3.758	754	760	75	75	61
November 2016 . . . . .	32,727	7,891,718,832.80	18.03	241,137.86	3.747	753	758	75	75	62
December 2016 . . . . .	9,496	2,249,330,514.01	5.14	236,871.37	3.725	753	758	75	75	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

## Maturity Date of the Reference Obligations

Maturity Date (year)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
2036 . . . . .	3	364,911.66	0.00	121,637.22	3.931	736	689	65	65	50
2037 . . . . .	9	1,710,942.69	0.00	190,104.74	3.762	768	772	75	75	60
2038 . . . . .	20	4,581,778.55	0.01	229,088.93	3.683	768	779	74	75	59
2039 . . . . .	72	14,401,751.06	0.03	200,024.32	3.822	759	766	73	73	57
2040 . . . . .	68	15,293,215.99	0.03	224,900.24	3.780	755	773	72	73	58
2041 . . . . .	2,019	473,025,139.89	1.08	234,286.84	3.770	758	763	73	73	59
2042 . . . . .	64	14,329,709.10	0.03	223,901.70	3.787	760	764	73	73	58
2043 . . . . .	112	27,306,049.84	0.06	243,804.02	3.762	766	767	73	73	59
2044 . . . . .	223	54,543,005.66	0.12	244,587.47	3.745	760	772	73	73	60
2045 . . . . .	124	30,261,659.74	0.07	244,045.64	3.711	760	763	72	73	59
2046 . . . . .	178,422	43,123,722,310.11	98.55	241,695.10	3.815	754	759	75	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

## First Time Homebuyer

First Time Homebuyer	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
No . . . . .	154,588	37,690,531,276.16	86.13	243,812.79	3.822	755	760	75	75	61
Yes . . . . .	26,548	6,069,009,198.13	13.87	228,605.14	3.767	748	755	78	79	63
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

### Number of Borrowers

Number of Borrowers	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
1	89,647	20,176,976,291.67	46.11	225,071.41	3.822	756	762	75	76	61
2	89,423	23,003,227,919.19	52.57	257,240.62	3.805	752	757	75	76	62
3	1,713	475,487,446.25	1.09	277,575.86	3.895	731	742	76	76	62
4	348	102,600,923.13	0.23	294,830.24	3.914	735	748	75	75	62
5	4	1,132,584.55	0.00	283,146.14	3.629	733	751	66	66	51
6	1	115,309.50	0.00	115,309.50	4.125	730	765	70	70	56
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Number of Units

Number of Units	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
1	176,179	42,333,774,812.41	96.74	240,288.43	3.802	754	759	75	76	62
2	3,346	881,300,721.37	2.01	263,389.34	4.133	755	757	73	73	60
3	879	292,817,589.59	0.67	333,125.81	4.200	754	755	72	72	67
4	732	251,647,350.92	0.58	343,780.53	4.248	760	759	72	72	67
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Lien Position of the Reference Obligations at Origination

Lien Position	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
First Lien	181,136	43,759,540,474.29	100.00	241,583.90	3.814	754	759	75	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Reference Obligations with Subordinate Financing at Origination

Reference Obligations with Subordinate Financing at Origination	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
No	173,856	41,253,270,399.26	94.27	237,284.13	3.813	754	760	75	75	61
Yes	7,280	2,506,270,075.03	5.73	344,267.87	3.840	753	750	73	86	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Mortgage Insurance Coverage Level

Mortgage Insurance Coverage Level (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
None	181,136	43,759,540,474.29	100.00	241,583.90	3.814	754	759	75	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.



### Delinquency Status of the Reference Obligations as of October 31, 2019

Delinquency Status	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Current . . . . .	181,136	43,759,540,474.29	100.00	241,583.90	3.814	754	759	75	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Historical Delinquency Status of the Reference Obligations as of October 31, 2019

Historical Delinquency Status	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Never Delinquent in past 24 months . . . . .	176,210	42,565,363,995.27	97.27	241,560.43	3.811	755	761	75	76	62
Never Delinquent in past 12 months . . . . .	3,245	793,842,817.11	1.81	244,635.69	3.932	729	712	75	76	62
Never Delinquent in past 6 months and 1 time 30 days delinquent in past 12 months . . . . .	1,681	400,333,661.91	0.91	238,152.09	3.911	731	704	75	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

### Reference Obligations Assessed Using ACE

Reference Obligations Assessed Using ACE	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Applicable . . . . .	181,136	43,759,540,474.29	100.00	241,583.90	3.814	754	759	75	76	62
<b>Total/Weighted Average:</b>	<b>181,136</b>	<b>43,759,540,474.29</b>	<b>100.00</b>	<b>241,583.90</b>	<b>3.814</b>	<b>754</b>	<b>759</b>	<b>75</b>	<b>76</b>	<b>62</b>

## DUE DILIGENCE RESULTS AS DESCRIBED IN THE STACR 2017-DNA2 OFFERING CIRCULAR

ALL CAPITALIZED TERMS USED IN THIS SECTION “DUE DILIGENCE RESULTS AS DESCRIBED IN THE STACR 2017-DNA2 OFFERING CIRCULAR” AND NOT OTHERWISE DEFINED IN THIS SECTION WILL HAVE THE MEANINGS SET FORTH IN “SUPPLEMENTARY DEFINED TERMS FOR ANNEX I-B ONLY” ON PAGE 1-B-26.

### Results of Freddie Mac Quality Control

The table below summarizes, out of the initial cohort pool from the STACR 2017-DNA2 transaction, the number of mortgage loans that were reviewed as part of the quality control reviews conducted by Freddie Mac as described in the STACR 2017-DNA2 Offering Circular. Specifically, the table provides, of the mortgage loans subject to our quality control review, the proportion of loans that were randomly selected (the “**Random Sample QC Selection**”) and the proportion of loans that were chosen using a targeted selection process (the “**Targeted Sample QC Review**”). Further, of the Random Sample QC Selection, we display the proportion of mortgage loans that were only subject to a credit review (the “**Random Sample QC Credit Review**”), the mortgage loans that were only subject to a review for compliance with certain laws that may result in assignee liability and for compliance with certain laws that restrict points and fees (the “**Random Sample QC Compliance Review**”) and the mortgage loans that were reviewed for both credit and compliance (the “**Random Sample QC Dual Credit and Compliance Review**”). See “*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac’s Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes*” in the STACR 2017-DNA2 Offering Circular.

Of the Random Sample QC Selection, 3,350 mortgage loans (approximately 76.0% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Credit Review, 1,026 mortgage loans (approximately 23.3% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Compliance Review and 32 mortgage loans (approximately 0.73% of the Random Sample QC Selection by loan count) were subject to the Random Sample QC Dual Credit and Compliance Review.

The table below summarizes the random and targeted quality control reviews conducted by Freddie Mac.

	Number of Mortgage Loans	Percent of the STACR 2017-DNA2 Initial Cohort Pool <sup>(1)</sup>	Number of Mortgage Loans Removed from Reference Pool after Quality Control Review <sup>(2)</sup>	Percent of the Respective Sample <sup>(1)</sup>
STACR 2017-DNA2 Initial Cohort Pool . . . . .	242,653	100.0%	—	—
Random Sample QC Selection . . . . .	4,408	1.8%	—	—
Random Sample QC Credit Review . . . . .	3,350	1.4%	66	2.0%
Random Sample QC Compliance Review . . . . .	1,026	0.4%	2	0.2%
Random Sample QC Dual Credit and Compliance Review . . . . .	32	0.0%	1	3.1%
Targeted Sample QC Review . . . . .	3,665	1.5%	140	3.8%
Total Mortgage Loans Subject to Freddie Mac QC . . . . .	8,073	3.3%	—	—

(1) By loan count.

(2) Unconfirmed Underwriting Defects or Underwriting Defects.

As further discussed below under “—*Third-Party Due Diligence Review*”, 850 mortgage loans were randomly selected by an independent third-party diligence provider to conduct a review of certain aspects of the mortgage loans in the proposed Reference Pool.

Based on the results of Freddie Mac’s quality control reviews, the 95% confidence interval estimate of the defect rate for non-HARP loans purchased during the three-month period between July 1, 2016 and September 30, 2016 (approximately \$112.6 billion) is approximately 0.87% to 1.4% as of February 28, 2017. Mortgage loans identified with Unconfirmed Underwriting Defects or Underwriting Defects during the quality control review are not included in the Reference Pool. Notwithstanding that the above-referenced 95% confidence interval estimate only takes into account mortgage loans purchased by Freddie Mac during the three-

month period between July 1, 2016 and September 30, 2016, the results of Freddie Mac's quality control review for the Mortgage Loans purchased during the four-month period between July 1, 2016 and October 31, 2016 are consistent with historical experience of Freddie Mac's quality control across its portfolio. Investors should make their own determination about the appropriateness and suitability of, as well as the extent to which they should rely upon, the sampling methodology described above, including the time periods, precision level and confidence interval. The characteristics of the mortgage loans acquired by Freddie Mac between July 1, 2016 and October 31, 2016 may differ in material respects from the mortgage loans in the initial cohort pool from the STACR 2017-DNA2 transaction. Additionally, the error rate is reported as of a certain date and is indicative of Freddie Mac's initial findings, as well as input received from sellers, that have been processed through the Cut-off Date for reporting. As such, the reporting may be internally inconsistent across periods as well as other transactions we have issued, depending on the time lapse between initial findings and the date of reporting and/or the level and timeliness of response from sellers, among other factors. Accordingly, an error rate determined as of a different date may be materially different than the error rate reported in the STACR 2017-DNA2 Offering Circular. Investors are encouraged to make their own determination as the extent to which they place reliance on the limited quality control and quality assurance processes undertaken by Freddie Mac and their relevance as they relate to the initial cohort pool from the STACR 2017-DNA2 transaction. See "*General Mortgage Loan Purchase and Servicing — Quality Control Process — Limitations of the Quality Control Review Process*" in Annex A of the STACR 2017-DNA2 Offering Circular and "*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac's Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes*" in the STACR 2017-DNA2 Offering Circular for additional information regarding the limitations of our review.

The following is a discussion of the results of the reviews:

#### ***Random Sample QC Credit Review***

We reviewed the mortgagor's origination documentation to verify that each mortgage loan reviewed (i) is made to a mortgagor from whom repayment of the mortgage loan can be expected, (ii) is secured by collateral that is adequate for the transaction and (iii) otherwise complies with our Guide and applicable TOBs. This review included a credit component and a component consisting of a review of the independent appraisals of the mortgaged properties obtained by the originators in connection with the origination of the mortgage loans (referred to herein as the "original appraisals"), as more fully described under "*General Mortgage Loan Purchase and Servicing — Quality Control Process — Performing Loan Quality Control Review*" and "*— Credit Review*" in Annex A of the STACR 2017-DNA2 Offering Circular. None of the procedures conducted as part of our review constituted, either separately or in combination, an independent underwriting of the mortgage loans. In addition, the procedures conducted as part of the review of the original appraisals were not re-appraisals of the mortgaged properties. To the extent that valuation tools were used as part of the appraisal review process, they should not be relied upon as providing an assessment of value of the mortgaged properties comparable to that which an appraisal might provide. They also are not an assessment of the current value of any of the mortgaged properties. Of the 3,350 mortgage loans subject to the Random Sample QC Credit Review, 66 mortgage loans (approximately 2.0% of such mortgage loans by loan count) were found to have one or more Underwriting Defects or Unconfirmed Underwriting Defects and subsequently were removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Random Sample QC Credit Review.

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
Borrower personal funds in transaction do not meet minimum required -		
Documentation missing/insufficient . . . . .	1	0.03%
Closing disclosure/HUD-1 - Documentation missing/insufficient . . . . .	3	0.09%
Collateral - condominium project - Documentation not provided . . . . .	4	0.12%
Credit history/reputation requirements not met . . . . .	2	0.06%
Credit report missing/insufficient . . . . .	1	0.03%
DTI exceeds maximum allowable . . . . .	3	0.09%
Excessive obligations - Other payments calculated incorrectly . . . . .	1	0.03%
Excessive obligations - Undisclosed mortgage debt . . . . .	1	0.03%
Excessive obligations - Undisclosed non-mortgage debt . . . . .	2	0.06%
Flood certification requirements not met - Missing/insufficient . . . . .	1	0.03%
Guide eligibility requirements not met . . . . .	1	0.03%
Housing payment history not verified . . . . .	1	0.03%
Ineligible for program/offering - Cash-out not allowed . . . . .	1	0.03%
Ineligible for program/offering - Refinance not allowed . . . . .	1	0.03%
Ineligible property - Condominium project ineligible . . . . .	1	0.03%
Ineligible property - Condominium project owner-occupancy requirements not met . . . . .	1	0.03%
Insufficient collateral report - Missing completion certificate . . . . .	2	0.06%
Insufficient funds to close - Documentation falsified . . . . .	1	0.03%
Insufficient funds to close - Documentation missing/insufficient . . . . .	1	0.03%
Insufficient income - Documentation falsified . . . . .	3	0.09%
Insufficient income - Income calculated incorrectly . . . . .	4	0.12%
Insufficient income - Income not stable/durable . . . . .	5	0.15%
Loan file not received . . . . .	4	0.12%
Loan Prospector requirements not met - Inaccurate data invalidates Loan Prospector decision . . . . .	1	0.03%
Loss of income source - Borrower not employed at closing . . . . .	5	0.15%
LTV exceeds maximum allowable . . . . .	1	0.03%
Original appraisal does not support value - Issues/items affect value/marketability . . . . .	3	0.09%
Secondary financing terms - Missing/insufficient . . . . .	2	0.06%
Title/binder/policy - Documentation missing/insufficient . . . . .	1	0.03%
TLTV exceeds maximum allowable . . . . .	1	0.03%
Unable to calculate income - Documentation missing/insufficient . . . . .	6	0.18%
Unable to calculate monthly obligations - Documentation missing/insufficient . . . . .	1	0.03%
<b>Total</b>	<b><u>66</u></b>	<b><u>1.97%</u></b>

#### ***Random Sample QC Compliance Review***

Of the 1,026 mortgage loans subject to the Random Sample QC Compliance Review, 2 mortgage loans (approximately 0.19% of such mortgage loans by loan count) were determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and were subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Random Sample QC Compliance Review:

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
APL missing anti-predatory lending documents . . . . .	2	0.19%
<b>Total</b>	<b><u>2</u></b>	<b><u>0.19%</u></b>

***Random Sample QC Dual Credit and Compliance Review***

Of the 32 mortgage loans subject to the Random Sample QC Dual Credit and Compliance Review, 1 mortgage loan (approximately 3.1% of such mortgage loans by loan count) was determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and was subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loan that was removed from the Reference Pool as a result of the Random Sample QC Dual Credit and Compliance Review.

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
Unable to calculate income - Documentation missing/insufficient . . . . .	<u>1</u>	<u>3.13%</u>
<b>Total</b>	<b><u>1</u></b>	<b><u>3.13%</u></b>

***Targeted Sample QC Review***

Of the 3,665 mortgage loans subject to the Targeted Sample QC Review, 140 mortgage loans (approximately 3.8% of such mortgage loans by loan count) were determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and were subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Targeted Sample QC Review:

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
Borrower personal funds in transaction do not meet minimum required -		
Documentation missing/insufficient . . . . .	1	0.03%
Closing disclosure/HUD-1 - Documentation missing/insufficient . . . . .	1	0.03%
Collateral - condominium project - Documentation not provided . . . . .	10	0.27%
Credit history/reputation requirements not met . . . . .	9	0.25%
Credit report missing/insufficient . . . . .	1	0.03%
Credit score does not meet minimum required . . . . .	2	0.05%
Documents to exclude debt missing/insufficient . . . . .	4	0.11%
DTI exceeds maximum allowable . . . . .	4	0.11%
Excessive obligations - Other payments calculated incorrectly . . . . .	2	0.05%
Excessive obligations - Undisclosed mortgage debt . . . . .	2	0.05%
Excessive obligations - Undisclosed non-mortgage debt . . . . .	5	0.14%
Guide eligibility requirements not met . . . . .	6	0.16%
Housing payment history not verified . . . . .	1	0.03%
HTLTV exceeds maximum allowable . . . . .	1	0.03%
Incomplete loan file . . . . .	1	0.03%
Ineligible for program/offering - Cash-out not allowed . . . . .	1	0.03%
Ineligible for program/offering - Refinance not allowed . . . . .	1	0.03%
Ineligible property - C5/C6 Condition Rating . . . . .	5	0.14%
Ineligible property - Condominium project ineligible . . . . .	1	0.03%
Ineligible property - Condotel . . . . .	1	0.03%
Ineligible property - Health and safety issues not addressed . . . . .	1	0.03%
Ineligible property - Not residential use . . . . .	1	0.03%
Insufficient collateral report - Missing completion certificate . . . . .	1	0.03%
Insufficient collateral report - Missing/insufficient . . . . .	1	0.03%
Insufficient funds to close - Documentation falsified . . . . .	3	0.08%
Insufficient funds to close - Documentation missing/insufficient . . . . .	4	0.11%
Insufficient income - Documentation falsified . . . . .	1	0.03%
Insufficient income - Income calculated incorrectly . . . . .	7	0.19%
Insufficient income - Income not stable/durable . . . . .	2	0.05%
Interested party contribution exceeds maximum allowed . . . . .	1	0.03%
Investment property requirements not met . . . . .	1	0.03%
Loan does not comply with HVCC/Appraisal independence requirements . . . . .	3	0.08%
Loan party on exclusionary list . . . . .	7	0.19%
Loan purpose incorrect - Purchase disguised as refinance . . . . .	3	0.08%
Loss of income source - Borrower not employed at closing . . . . .	4	0.11%
Mortgage insurance requirements not met - No mortgage insurance coverage . . . . .	1	0.03%
Non-Loan Prospector AUS waiver requirements not met - Inaccurate data invalidates AUS decision . . . . .	1	0.03%
Not valid first lien - Lien not in first position . . . . .	1	0.03%
Note requirement not met - Missing/insufficient . . . . .	2	0.05%
Occupancy falsely represented . . . . .	7	0.19%
Original appraisal does not support value - Issues/items affect value/marketability . . . . .	5	0.14%
Original appraisal does not support value - Report contains false information . . . . .	1	0.03%
Original loan file underwriting requirements not met . . . . .	1	0.03%
Sales contract requirements not met - Documentation missing/insufficient . . . . .	3	0.08%
Secondary financing terms - Missing/insufficient . . . . .	1	0.03%
Title/binder/policy - Documentation missing/insufficient . . . . .	2	0.05%
Unable to calculate income - Documentation missing/insufficient . . . . .	12	0.33%
Waiver eligibility requirements not met . . . . .	3	0.08%
<b>Total</b>	<b>140</b>	<b>3.82%</b>



### Summary of Freddie Mac Quality Control Review

The following summarizes the results of the quality control review for the mortgage loans acquired by Freddie Mac during the specified periods.

Series	Random Freddie Mac Quality Control STACR Defect Rate (%) <sup>(1)(2)</sup>	Random Independent Quality Control Defect Rate (%) <sup>(3)</sup>
STACR 2013-DN1 (Q3-2012) . . . . .	4.3%	2.3%
STACR 2013-DN2 (Q1-2013) . . . . .	2.8% <sup>(4)</sup>	4.0%
STACR 2014-DN1 (Q2-2013) . . . . .	3.1%	3.1%
STACR 2014-DN2 (Q3-2013) . . . . .	3.7%	1.7%
STACR 2014-DN3 (Q4-2013) . . . . .	3.2%	0.5%
STACR 2014-DN4 (Q1-2014) . . . . .	2.5%	0.2%
STACR 2015-DN1 (April 1, 2014 through July 31, 2014) . . . . .	2.5%	1.3%
STACR 2015-DNA1 (Q4-2012) . . . . .	4.3%	0.4% <sup>(5)</sup>
STACR 2015-DNA2 (August 1, 2014 through November 30, 2014) . . . . .	1.6%	0.3%
STACR 2015-DNA3 (December 1, 2014 through March 31, 2015) . . . . .	1.2%	0.8%
STACR 2016-DNA1 (Q2-2015) . . . . .	1.3%	0.3%
STACR 2016-DNA2 (Q3-2015) . . . . .	1.6%	0.7%
STACR 2016-DNA3 (Q4-2015) . . . . .	2.2%	0.8%
STACR 2016-DNA4 (Q1-2016) . . . . .	1.6%	1.0%
STACR 2017-DNA1 (Q2-2016) . . . . .	1.6%	1.2%
STACR 2017-DNA2 (July 1, 2016 through October 31, 2016) . . . . .	2.0%	2.3%

Acquisition Period	Twelve Month Freddie Mac Estimated Defect Rate Range	Nine Month Freddie Mac Estimated Defect Rate Range
Q1-2013 . . . . .	1.0% - 1.4% <sup>(6)</sup>	1.4% - 1.9% <sup>(7)</sup>
Q2-2013 . . . . .	1.1% - 1.6% <sup>(8)</sup>	1.8% - 2.4% <sup>(6)</sup>
Q3-2013 . . . . .	1.4% - 1.9% <sup>(9)</sup>	1.6% - 2.1% <sup>(8)</sup>
Q4-2013 . . . . .	1.7% - 2.3% <sup>(10)</sup>	2.5% - 3.2% <sup>(9)</sup>
Q1-2014 . . . . .	1.1% - 1.6% <sup>(11)</sup>	1.3% - 1.9% <sup>(10)</sup>
Q2-2014 . . . . .	0.9% - 1.3% <sup>(12)</sup>	1.1% - 1.6% <sup>(11)</sup>
Q3-2014 . . . . .	0.8% - 1.2% <sup>(13)</sup>	1.2% - 1.6% <sup>(12)</sup>
Q4-2014 . . . . .	0.8% - 1.2% <sup>(14)</sup>	1.0% - 1.5% <sup>(13)</sup>
Q1-2015 . . . . .	0.6% - 0.9% <sup>(15)</sup>	0.7% - 1.1% <sup>(14)</sup>
Q2-2015 . . . . .	0.6% - 0.9% <sup>(16)</sup>	0.7% - 1.1% <sup>(15)</sup>
Q3-2015 . . . . .	0.6% - 1.0% <sup>(17)</sup>	0.7% - 1.1% <sup>(16)</sup>
Q4-2015 . . . . .	0.6% - 0.9% <sup>(18)</sup>	0.8% - 1.1% <sup>(17)</sup>
Q1-2016 . . . . .	0.5% - 0.9% <sup>(19)</sup>	0.6% - 1.0% <sup>(18)</sup>
Q2-2016 . . . . .	<sup>(20)</sup>	1.0% - 1.5% <sup>(19)</sup>
Q3-2016 . . . . .	<sup>(20)</sup>	<sup>(20)</sup>

- (1) Unweighted defect rate based on Random Sample QC Credit Review and Random Sample QC Dual Credit and Compliance Review.
- (2) Rates as of quality control cut-off date for each offering.
- (3) Unweighted defect rate based on Credit Review only.
- (4) Defect rate based on Credit Review only.
- (5) Defect rate based on Compliance Review only.
- (6) Quality control results as of January 1, 2014.
- (7) Quality control results as of October 1, 2013.
- (8) Quality control results as of April 1, 2014.
- (9) Quality control results as of July 1, 2014.
- (10) Quality control results as of October 1, 2014.
- (11) Quality control results as of January 1, 2015.
- (12) Quality control results as of April 1, 2015.
- (13) Quality control results as of July 1, 2015.
- (14) Quality control results as of October 1, 2015.
- (15) Quality control results as of January 1, 2016.
- (16) Quality control results as of April 1, 2016.
- (17) Quality control results as of July 1, 2016.
- (18) Quality control results as of October 1, 2016.
- (19) Quality control results as of January 1, 2017.
- (20) Not available as of February 28, 2017.

## Third-Party Due Diligence Review

### *General*

In connection with the issuance of the Notes, Freddie Mac engaged a third-party diligence provider (the “**Third-Party Diligence Provider**”) to conduct a review of certain aspects of the mortgage loans in the proposed STACR 2017-DNA2 Reference Pool (the “**Third-Party Due Diligence Review**”).

The Third-Party Diligence Provider was limited to randomly selecting the diligence sample from the Available Sample provided to it by Freddie Mac. The Available Sample was comprised of (i) mortgage loans that were previously selected for review by Freddie Mac as part of its Random Sample QC Selection, as described under “— *Results of Freddie Mac Quality Control*” above, and (ii) any additional mortgage loans that were subsequently subjected to the Targeted Sample QC Review.

The Third-Party Diligence Provider selected 850 mortgage loans from the Available Sample (such 850 mortgage loans, the “**Diligence Sample**”), representing approximately 18.5% of the Available Sample (by loan count) and approximately 0.36% of the entire Reference Pool (by loan count). Of the Diligence Sample, certain mortgage loans were selected for a credit only review (the “**Credit Review Sample**”) and certain mortgage loans were selected for a compliance only review (the “**Compliance Review Sample**”). Additionally, some mortgage loans in the Diligence Sample were part of both the Credit Review Sample and the Compliance Review Sample (the “**Dual Review Sample**”).

The table below summarizes the mortgage loans that were subject to Third-Party Due Diligence Review.

	<u>Number of Mortgage Loans</u>
Available Sample . . . . .	4,599
Credit Review Sample . . . . .	594
Compliance Review Sample . . . . .	245
Dual Review Sample . . . . .	11
Diligence Sample (total) . . . . .	850

### *Credit Reviews*

The Third-Party Diligence Provider employed the processes and procedures that were agreed to with Freddie Mac to review the mortgage loans in the combined Credit Review Sample and Dual Review Sample. These processes and procedures included reviewing the terms of the mortgage loans and the information in the related loan files in order to assess whether the mortgage loans complied with Freddie Mac’s eligibility requirements set forth in the Guide and, if applicable, any negotiated TOBs which may have amended or modified the terms of the Guide. Its review of the combined Credit Review Sample and Dual Review Sample determined that 14 mortgage loans within that sample (approximately 2.3% of the combined Credit Review Sample and Dual Review Sample by loan count) did not meet Freddie Mac’s contractual requirements as set forth in its Guide, as amended or modified, if applicable, by any negotiated TOBs. Of those 14 mortgage loans, 8 mortgage loans (approximately 1.3% of the combined Credit Review Sample and Dual Review Sample by loan count) had been previously determined to have Underwriting Defects and Unconfirmed Underwriting Defects through Freddie Mac’s quality control process. A repurchase request was issued to the lenders and the mortgage loans were removed from the Reference Pool. The remaining 6 mortgage loans (approximately 1.0% of the combined Credit Review Sample and Dual Review Sample by loan count) that were not identified during the Freddie Mac quality control review as having Unconfirmed Underwriting Defects were subsequently removed by Freddie Mac as a result of the findings of the Third-Party Diligence Provider.

The table below describes the most significant exceptions found by the Third-Party Diligence Provider for each of the 14 mortgage loans:

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
DTI . . . . .	5	0.83%
Terms/Guidelines . . . . .	4	0.66%
Assets . . . . .	2	0.33%
Income/Employment . . . . .	2	0.33%
Legal Documents . . . . .	1	0.17%
<b>Total</b> . . . . .	<b>14</b>	<b>2.3%</b>

### ***Property Valuations***

The Third-Party Diligence Provider selected all 605 mortgage loans in the combined Credit Review Sample and Dual Review Sample on which to obtain property valuations as of the original appraisal date. The Third-Party Diligence Provider was able to obtain a property valuation on all 605 mortgage loans.

The Third-Party Diligence Provider ordered property valuations for all 605 mortgage loans through the Third-Party Diligence Provider's proprietary automated valuation model ("AVM"), which did not utilize interior or exterior property inspections of the properties and were not performed by certified licensed appraisers in accordance with the USPAP. The results of these retrospective valuations were compared to the original appraised values for those mortgage loans. 126 mortgage loans (which represent approximately 20.8% of the combined Credit Review Sample and Dual Review Sample by loan count) had a negative AVM variance of over 10% from the original appraised value and the Third-Party Diligence Provider was unable to obtain an AVM valuation on 21 mortgage loans (which represent approximately 3.5% of the combined Credit Review Sample and Dual Review Sample by loan count) due to the lack of available data in the property location area.

From this comparison, the Third-Party Diligence Provider ordered desk reviews for 148 of such mortgage loans and compared the desk reviews to the original appraised values for such mortgage loans, including the 126 mortgage loans where the AVM results reflected a negative variance of over 10% from the original appraised value, the 21 mortgage loans for which an AVM was not obtained due to the lack of available data in the property location area and 1 mortgage loan, which had a variance of 457% over the original appraised value. A desk review consists of a valuation analysis whereby the appraiser makes a separate selection of comparable sales, which may or may not be the same as those used in the original appraisal, and, using a rules-based valuation model, makes an independent determination as to whether the original appraised value is supported. 1 mortgage loan (which represents approximately 0.17% of the combined Credit Review Sample and Dual Review Sample by loan count) had a negative desk review variance of over 10% from the original appraised value, and the Third-Party Diligence Provider was unable to obtain a desk review on 2 mortgage loans (which represent approximately 0.33% of the combined Credit Review Sample and Dual Review Sample by loan count) due to lack of available data in the property location. In addition, for 6 mortgage loans (which represent approximately 1.0% of the combined Credit Review Sample and Dual Review Sample by loan count), a desk review was not obtained (2 mortgage loans as a result of a field review having already been obtained by Freddie Mac in its quality control review process, which did not support the respective property values and 4 mortgage loans as a result of a desk review having already been obtained by Freddie Mac in its quality control review process, which supported the respective property values).

The Third-Party Diligence Provider then obtained independent field reviews for 5 mortgage loans (which represent approximately 0.83% of the combined Credit Review Sample and Dual Review Sample by loan count) and compared the independent field reviews to the original appraised values for such mortgage loans, including the 1 mortgage loan where the desk review results reflected a negative variance of over 10%, from the original appraised value, the 2 mortgage loans for which a desk review was not obtained due to the lack of available data in the property location area and 2 mortgage loans for which a field review had already been obtained by Freddie Mac in its quality control review process. Those reviews were performed by licensed review appraisers who completed the field reports that included an onsite property inspection in accordance with the USPAP. 3 mortgage loans (which represent approximately 0.50% of the combined Credit Review Sample and Dual

Review Sample by loan count) had a negative independent field review variance of over 10%, from the original appraised value. Those mortgage loans were subsequently removed from the Reference Pool. 1 of the 3 mortgage loans is a mortgage loan referenced under “— *Credit Reviews*” above that was identified as having an Underwriting Defect through Freddie Mac’s quality control process.

Investors should expect that to the extent valuation variances as described in this “— *Property Valuations*” section are identified in the future with respect to any other Reference Obligations, they will not be treated as Unconfirmed Underwriting Defects, unless stated otherwise.

### ***Compliance Reviews***

The Third-Party Diligence Provider reviewed the 256 mortgage loans in the combined Compliance Review Sample and the Dual Review Sample for compliance with certain federal, state and local laws and regulations (the “**Compliance Review**”).

As noted above, as part of the Freddie Mac quality control review, Freddie Mac’s compliance review is limited to assessing mortgage loans to determine whether the mortgage loans comply with certain laws that may result in assignee liability and for compliance with certain laws restricting points and fees. As Freddie Mac’s compliance review does not include examination of documents to ensure that mortgage loans comply with all laws, investors should note that only mortgage loans that are identified as violating certain laws that may result in assignee liability or that restrict points and fees will be treated as having Unconfirmed Underwriting Defects. See “*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac’s Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes*” in the STACR 2017-DNA2 Offering Circular.

None of the 256 mortgage loans subject to the Compliance Review were determined to be non-compliant.

### ***Data Integrity Review***

Freddie Mac prepared a mortgage loan data tape for the STACR 2017-DNA2 Offering Circular that included certain characteristics of the mortgage loans. That data tape, including any adjustments made by Freddie Mac, was used to generate the statistical information regarding the Reference Obligations included in the STACR 2017-DNA2 Offering Circular. Results from the Third-Party Diligence Provider’s data integrity review were formatted by Freddie Mac to conform with Freddie Mac’s data standards.

A comparison of certain fields on the data tape for the STACR 2017-DNA2 Offering Circular was performed by the Third-Party Diligence Provider with respect to the combined Credit Review Sample and Dual Review Sample of 605 mortgage loans. A comparison was performed with respect to 21 mortgage loan characteristics (not including loan identifier): original CLTV, Credit Score, first payment date, loan purpose, maturity date, number of borrowers, number of units, occupancy status, original LTV, original unpaid principal balance, original interest rate, property type, property state, original DTI, product type, postal code, first time homebuyer, prepayment penalty indicator, original loan term, mortgage insurance percentage and mortgage insurance (lender or borrower paid).

With respect to 59 mortgage loans, representing approximately 9.8% of the 605 mortgage loans in the combined Credit Review Sample and Dual Review Sample (by loan count), 67 discrepancies, representing approximately 0.53% of the total fields reviewed, with respect to the reviewed characteristics, were identified by the Third-Party Diligence Provider, exclusive of original DTI discrepancies that were within 5%, either way, of the value provided in the data tape; an additional 28 discrepancies (with respect to 28 mortgage loans, including 2 mortgage loans referenced in the prior clauses that had other discrepancies) identified were original DTI differences that were greater than or equal to 2% and less than or equal to 5% either way. A full list of these 67 discrepancies is set forth in Appendix B to the STACR 2017-DNA2 Offering Circular and is set forth on Schedule I to this Annex 1-B. It should be noted that 3 of the discrepancies identified in such Appendix B and on Schedule I to this Annex 1-B (as represented by loan identifiers designated as “N/A”) correspond to 3 mortgage loans that are not included in the Reference Pool due to principal payments in full, delinquencies, borrower bankruptcy filings, removal as part of Freddie Mac’s quality control process and/or removal as part of the Third-Party Diligence Provider’s review process.

Other than the mortgage loans described above that were previously removed through the quality control process, Freddie Mac has determined that none of the data discrepancies result in an Unconfirmed Underwriting Defect or a violation of the Eligibility Criteria. Further, investors should note that Freddie Mac did not update the mortgage loan data tape used for the STACR 2017-DNA2 Offering Circular to reflect these discrepancies (except that the mortgage loans previously removed are not reflected on the mortgage loan data tape). As a result, the numerical disclosure in the STACR 2017-DNA2 Offering Circular does not reflect any of these discrepancies with respect to the related Reference Obligations. In Freddie Mac's sole discretion, after the Closing Date it may determine to reconcile with its sellers certain of the discrepancies identified by the Third-Party Diligence Provider. To the extent Freddie Mac verifies any of these discrepancies, Freddie Mac expects to update the monthly loan-level information with respect to the Reference Pool that is made available to Noteholders. However, the mortgage loan data tape used for this Memorandum in connection with the offering of the STACR 2019-FTR3 Notes may not have been updated with respect to any data discrepancies identified by the Third-Party Diligence Provider and listed on Schedule I to this Annex 1-B.

The following table summarizes the 4 most common discrepancies identified by the Third-Party Diligence Provider relative to Freddie Mac's data tape, as listed in Appendix B to the STACR 2017-DNA2 Offering Circular and in Schedule I to this Annex 1-B.

	Number of Mortgage Loans with Discrepancies	Percentage of Third-Party Diligence Provider Sample	Average of Freddie Mac Data	Average of Third-Party Diligence Provider Data
First time homebuyer . . . . .	20	3.3%	N/A	N/A
DTI greater than 5% higher . . . . .	15	2.5%	28%	42%
Original CLTV . . . . .	13	2.1%	76%	84%
DTI greater than 5% lower . . . . .	7	1.2%	45%	34%

#### **Limitations of the Third-Party Diligence Provider's Review Process**

As noted above under the risk factor captioned "*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Limited Scope and Size of the Third-Party Diligence Provider's Review of the Reference Obligations May Not Reveal Aspects of the Reference Obligations Which Could Lead to Credit Events or Modification Events*" in the STACR 2017-DNA2 Offering Circular, there can be no assurance that the review conducted by the Third-Party Diligence Provider uncovered all relevant factors relating to the origination of the Reference Obligations, their compliance with applicable laws and regulations or uncovered all relevant factors that could affect the future performance of the Reference Obligations. The review was performed on a small sample that did not include all of the Reference Obligations in the Reference Pool and the Reference Obligations that were included in the review may have characteristics that were not discovered, noted or analyzed as part of the Third-Party Diligence Provider's review that could, nonetheless, result in those Reference Obligations failing to perform in the future.

Investors are advised that the aforementioned review procedures carried out by the Third-Party Diligence Provider were performed for the benefit of Freddie Mac. The Third-Party Diligence Provider makes no representation and provides no advice to any investor or future investor concerning the suitability of any transaction or investment strategy. The Third-Party Diligence Provider performed only the review procedures described herein and is not responsible for any decision to include any mortgage loan in the Reference Pool.

Investors are encouraged to make their own determination as the extent to which they place reliance on the limited loan review procedures carried out as part of this review.

**ASSUMED CHARACTERISTICS OF THE REFERENCE OBLIGATIONS IN REFERENCE POOL B  
AS OF THE CUT-OFF DATE**

<b>Group Number</b>	<b>Outstanding Principal Balance (\$)</b>	<b>Remaining Term to Maturity (months)</b>	<b>Original Term to Maturity (months)</b>	<b>Per Annum Interest Rate ( % )</b>
1	620,289.41	321	360	2.750
2	2,328,923.77	324	360	2.894
3	7,975,284.03	323	360	3.010
4	65,366,717.68	322	359	3.135
5	596,281,055.06	322	359	3.251
6	1,573,970,075.67	322	359	3.388
7	4,705,149,219.40	322	359	3.502
8	9,278,785,420.16	322	359	3.626
9	10,462,369,887.25	321	359	3.750
10	7,718,690,037.46	321	359	3.892
11	1,997,978,269.76	321	359	4.002
12	2,171,083,183.92	321	359	4.128
13	1,843,664,855.90	321	359	4.251
14	1,251,313,352.72	322	360	4.378
15	805,526,662.02	322	360	4.501
16	469,622,001.37	322	360	4.626
17	395,994,315.75	322	360	4.751
18	255,996,802.15	322	360	4.880
19	69,635,605.79	322	360	5.001
20	43,599,330.30	322	360	5.125
21	31,379,575.56	321	360	5.250
22	9,005,535.79	321	359	5.375
23	2,966,216.62	322	360	5.500
24	237,856.75	322	360	5.625



## SUPPLEMENTARY DEFINED TERMS FOR ANNEX 1-B ONLY

**“Appendix A”** means that certain appendix A attached to the STACR 2017-DNA2 Offering Circular.

**“Appendix B”** means that certain appendix B attached to the STACR 2017-DNA2 Offering Circular.

**“Available Sample”** means the limited number of Reference Obligations (4,599 by loan count) selected by us from which the Third-Party Diligence Provider selected the Diligence Sample. The Available Sample was comprised of (i) mortgage loans that were previously selected for review by Freddie Mac as part of its Random Sample QC Selection and (ii) any additional mortgage loans that were subsequently subjected to the Targeted Sample QC Review.

**“Closing Date”** means April 11, 2017.

**“CLTV”** means combined loan-to-value, which with respect to each Reference Obligation, is a ratio, expressed as a percentage, obtained by dividing (a) the amount of all known outstanding loans at origination by (b) the value of the mortgaged property. This term is used in the risk factors, the appendices and our loan level disclosure. It is also referred to as TLTV.

**“Credit Score”** means a number reported by a credit bureau, based on statistical models, that summarizes an individual’s credit record.

**“Cut-off Date”** mean February 15, 2017

**“Cut-off Date Balance”** means \$60,715,891,574, which is the aggregate UPB of the Reference Obligations as of the Cut-off Date.

**“DTP”** means the ratio of a mortgagor’s monthly debt obligations (including the proposed new housing payment and related expenses such as property taxes and property insurance) to such mortgagor’s gross monthly income.

**“Eligibility Criteria”** means the criteria to be satisfied with respect to each Reference Obligation in the Reference Pool are as follows:

(a) is a fully amortizing, fixed-rate, one- to four-unit, first lien mortgage loan, which has an original term of 241 to 360 months;

(b) was originated on or after April 1, 2016;

(c) has not been prepaid in full as of March 2, 2017;

(d) as of March 2, 2017, the servicer has not reported that the borrower of such Reference Obligation has filed for bankruptcy;

(e) has not been repurchased by the applicable seller or servicer as of March 2, 2017;

(f) has no Underwriting Defects, Major Servicing Defects, Minor Servicing Defects, Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects found in Freddie Mac’s internal quality control process as of March 2, 2017;

(g) as of January 31, 2017, has never been reported to be 30 days or more delinquent since purchase by Freddie Mac;

(h) was originated with documentation as described under “*General Mortgage Loan Purchase and Servicing — Underwriting Standards — Documentation*” in Annex A of the STACR 2017-DNA2 Offering Circular;

(i) is not covered by mortgage or pool insurance;

(j) does not have an original loan-to-value ratio that (i) is less than or equal to 60% or (ii) exceeds 80%;

(k) has an original combined loan-to-value ratio that is less than or equal to 97%;

(l) subject to any applicable TOBs or certain pilot programs, is not subject to recourse or other credit enhancement;

(m) was not originated under Freddie Mac's Relief Refinance program (including the Home Affordable Refinance Program ("**HARP**") which is FHFA's name for Freddie Mac's relief refinance program for mortgages with an LTV greater than 80%);

(n) was not associated with a mortgage revenue bond purchased by Freddie Mac;

(o) had an original principal balance greater than or equal to \$5,000; and

(p) was not originated under a government program (e.g., FHA, VA or Guaranteed Rural Housing loans).

**"Guide"** means the Freddie Mac Single-Family Seller/Servicer Guide.

**"LTV"** means loan-to-value, which is a ratio, expressed as a percentage, obtained by dividing (a) the total principal balance of a mortgage loan by (b) the value of the mortgaged property at origination.

**"Notes"** means, collectively, the Original Notes and the MAC Notes related to the STACR 2017-DNA2 transaction.

**"Payment Date"** means the 25th day of each calendar month (or, if such date is not a Business Day, the following Business Day), commencing in May 2017.

**"Reference Obligations"** means certain residential first lien mortgage loans, deeds of trust or similar security instruments encumbering mortgaged properties that meet the Eligibility Criteria and we acquired between July 1, 2016 and October 31, 2016 and were originated on or after April 1, 2016.

**"Reference Pool"** means the pool of Reference Obligations as more fully described in STACR 2017-DNA2 Offering Circular.

**"Reporting Period"** means with respect to each Payment Date (except the Payment Date in May 2017) and thereafter, and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches related to any such Payment Date:

(1) in the case of all principal collections, other than full prepayments, on the Reference Obligations, the period from and including the 16th day of the second calendar month preceding the month in which such Payment Date occurs to and including the 15th day of the calendar month immediately preceding the month in which such Payment Date occurs,

(2) in the case of full principal prepayments on the Reference Obligations, in the case of determining loan modifications, Unconfirmed Underwriting Defects, Underwriting Defects, Unconfirmed Servicing Defects, Minor Servicing Defects or Major Servicing Defects, and in the case of determining Credit Events resulting from short sales being settled, from charge-offs, from a seriously delinquent mortgage note being sold prior to foreclosure, from the mortgaged property that secured the related mortgage note being sold to a third-party at a foreclosure sale, or from an REO disposition, the period from but excluding the 2nd Business Day of the calendar month immediately preceding the month in which such Payment Date occurs to and including the 2nd Business Day of the calendar month in which such Payment Date occurs, and

(3) in the case of determining delinquency status with respect to each Reference Obligation, the last day of the second calendar month preceding the month in which such Payment Date occurs; and

with respect to the Payment Date in May 2017 and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches related to any such Payment Date:

(1) from February 16, 2017 through April 15, 2017 in the case of all principal collections, other than full prepayments, on the Reference Obligations,

(2) from March 3, 2017 through May 2, 2017 in the case of full principal prepayments on the Reference Obligations, in the case of determining loan modifications, Unconfirmed Underwriting Defects, Underwriting Defects, Unconfirmed Servicing Defects, Minor Servicing Defects or Major Servicing Defects and in the case of determining Credit Events resulting from short sales being settled, from chargeoffs, from a seriously delinquent mortgage note being sold prior to foreclosure, from the Mortgaged Property that secured the related mortgage note being sold to a third party at a foreclosure sale, or from an REO disposition, and (3) in the case of determining delinquency status with respect to each Reference Obligation, March 31, 2017.

**“STACR 2017-DNA2 Offering Circular”** means the offering circular related to the Structured Agency Credit Risk (STACR®) Debt Notes, Series 2017-DNA2 Due October 2029, dated April 5, 2017. A copy of the STACR 2017-DNA2 Offering Circular is available at [https://crt.freddiemac.com/docs/offerings/stacr/legal-documents/series-2017-dna2/17\\_dna2\\_1020291sto.pdf](https://crt.freddiemac.com/docs/offerings/stacr/legal-documents/series-2017-dna2/17_dna2_1020291sto.pdf).

**“TOBs”** means terms of business.

**“Unconfirmed Underwriting Defect”** means with respect to any Reference Obligation, the existence of the following, as determined by Freddie Mac in its sole discretion: (i) there is a material violation of the underwriting guidelines and other requirements in the Guide (as modified by the terms of the related seller’s contract, including any related TOBs) with respect to such Reference Obligation, (ii) Freddie Mac determines that as of the origination date such Reference Obligation was secured by collateral that was inadequate or (iii) Freddie Mac determines that as of the origination date repayment in full on such Reference Obligation from the related mortgagor could not be expected. For the avoidance of doubt, any Reference Obligation with minor technical violations or missing documentation, which in each case we determine to be an acceptable Reference Obligation, will not result in an Unconfirmed Underwriting Defect.

**“Underwriting Defect”** means with respect to any Payment Date and any Reference Obligation for which Freddie Mac has determined the existence of an Unconfirmed Underwriting Defect, the occurrence of any of the following: (i) such Reference Obligation is repurchased by the related seller or servicer during the related Reporting Period, (ii) in lieu of repurchase, an alternative remedy (such as indemnification) is mutually agreed upon by both Freddie Mac and the related seller or servicer during the related Reporting Period, (iii) Freddie Mac in its sole discretion elects to waive the enforcement of a remedy against the seller or servicer in respect of such Unconfirmed Underwriting Defect during the related Reporting Period or (iv) the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation becomes subject to a bankruptcy, an insolvency proceeding or a receivership.

**“USPAP”** means the Uniform Standards of Professional Appraisal Practices.

# Schedule I

## Third-Party Diligence Provider's Data Integrity Review Discrepancies<sup>(1)(2)</sup>

Loan Identifier	Record Type	Loan File Data	Third-Party Diligence Provider Data
17DNA2099143	Credit Score	762	788
17DNA2164910	Credit Score	779	800
17DNA2135483	Credit Score	684	674
N/A	Original Debt-to-Income (DTI) Ratio	33%	74%
N/A	Original Debt-to-Income (DTI) Ratio	44%	66%
17DNA2033203	Original Debt-to-Income (DTI) Ratio	17%	36%
17DNA2020988	Original Debt-to-Income (DTI) Ratio	11%	27%
17DNA2111221	Original Debt-to-Income (DTI) Ratio	20%	35%
17DNA2187621	Original Debt-to-Income (DTI) Ratio	40%	54%
17DNA2114169	Original Debt-to-Income (DTI) Ratio	31%	45%
17DNA2018069	Original Debt-to-Income (DTI) Ratio	28%	42%
17DNA2123759	Original Debt-to-Income (DTI) Ratio	31%	40%
17DNA2036922	Original Debt-to-Income (DTI) Ratio	25%	33%
17DNA2051299	Original Debt-to-Income (DTI) Ratio	26%	34%
17DNA2133100	Original Debt-to-Income (DTI) Ratio	18%	25%
17DNA2170197	Original Debt-to-Income (DTI) Ratio	25%	32%
17DNA2003489	Original Debt-to-Income (DTI) Ratio	34%	40%
17DNA2143895	Original Debt-to-Income (DTI) Ratio	39%	45%
17DNA2144769	Original Debt-to-Income (DTI) Ratio	44%	38%
17DNA2069165	Original Debt-to-Income (DTI) Ratio	49%	43%
17DNA2157093	Original Debt-to-Income (DTI) Ratio	38%	31%
17DNA2009199	Original Debt-to-Income (DTI) Ratio	45%	35%
17DNA2217174	Original Debt-to-Income (DTI) Ratio	48%	32%
17DNA2006883	Original Debt-to-Income (DTI) Ratio	46%	29%
17DNA2115772	Original Debt-to-Income (DTI) Ratio	46%	28%
17DNA2020988	First-time Homebuyer	No	Yes
17DNA2157093	First-time Homebuyer	Yes	No
17DNA2155076	First-time Homebuyer	Yes	No
17DNA2184361	First-time Homebuyer	No	Yes
17DNA2186931	First-time Homebuyer	No	Yes
17DNA2147034	First-time Homebuyer	Yes	No
17DNA2133100	First-time Homebuyer	No	Yes
17DNA2081835	First-time Homebuyer	No	Yes
17DNA2003385	First-time Homebuyer	Yes	No
17DNA2079019	First-time Homebuyer	Yes	No
17DNA2019961	First-time Homebuyer	Yes	No
17DNA2159051	First-time Homebuyer	No	Yes
17DNA2189838	First-time Homebuyer	Yes	No
17DNA2214036	First-time Homebuyer	No	Yes
17DNA2185551	First-time Homebuyer	Yes	No
17DNA2154422	First-time Homebuyer	No	Yes
17DNA2228594	First-time Homebuyer	No	Yes
17DNA2200493	First-time Homebuyer	No	Yes
17DNA2110861	First-time Homebuyer	No	Yes
17DNA2002228	First-time Homebuyer	Yes	No
N/A	Original Combined Loan-To-Value (CLTV)	80%	108%
17DNA2165555	Original Combined Loan-To-Value (CLTV)	67%	68%
17DNA2128961	Original Combined Loan-To-Value (CLTV)	63%	84%
17DNA2224585	Original Combined Loan-To-Value (CLTV)	80%	90%

<u>Loan Identifier</u>	<u>Record Type</u>	<u>Loan File Data</u>	<u>Third-Party Diligence Provider Data</u>
17DNA2041645	Original Combined Loan-To-Value (CLTV)	83%	84%
17DNA2134330	Original Combined Loan-To-Value (CLTV)	75%	76%
17DNA2204307	Original Combined Loan-To-Value (CLTV)	67%	80%
17DNA2229563	Original Combined Loan-To-Value (CLTV)	75%	90%
17DNA2056638	Original Combined Loan-To-Value (CLTV)	82%	80%
17DNA2146908	Original Combined Loan-To-Value (CLTV)	84%	79%
17DNA2171950	Original Combined Loan-To-Value (CLTV)	66%	73%
17DNA2007642	Original Combined Loan-To-Value (CLTV)	75%	90%
17DNA2051299	Original Combined Loan-To-Value (CLTV)	90%	85%
17DNA2165555	Original Loan-To-Value (LTV)	67%	68%
17DNA2134330	Original Loan-To-Value (LTV)	75%	76%
17DNA2146908	Original Loan-To-Value (LTV)	75%	74%
17DNA2214036	Postal Code <sup>(3)</sup>	126XX	126XX
17DNA2187883	Property Type	1-4 Fee Simple	PUD
17DNA2142490	Property Type	1-4 Fee Simple	Condo
17DNA2091436	Property Type	1-4 Fee Simple	PUD
17DNA2080792	Property Type	1-4 Fee Simple	Condo
17DNA2158041	Property Type	1-4 Fee Simple	PUD

(1) Excludes loans with DTI differences of less than or equal to 5%.

(2) 3 of the discrepancies represented by loan identifiers designated as “N/A” correspond to 3 mortgage loans that are not included in the Reference Pool due to principal payments in full, delinquencies, bankruptcy filings, removal as part of Freddie Mac’s quality control process and/or removal as part of the Third-Party Diligence Provider’s review process.

(3) While the Third-Party Diligence Provider’s review process validated the 5 digit postal code, the postal code discrepancy identified displays only the first 3 digits because Freddie Mac discloses only the first 3 digits of the postal code at the loan level. The identified postal code discrepancy for this loan was in the 5th digit.

## ANNEX 1-C

### THE REFERENCE OBLIGATIONS IN REFERENCE POOL C

Unless otherwise noted, the statistical information presented in this Memorandum concerning Reference Pool C is based on the characteristics of the Corresponding Reference Obligations as of the Cut-off Date. In addition, unless otherwise noted, references to a percentage of Reference Obligations in this section refer to a percentage of Reference Obligations by Reference Pool C Cut-off Date Balance.

This Annex 1-C generally describes some of the material characteristics of Reference Pool C. Certain loan-level information for the Corresponding Reference Obligations may be accessed through Freddie Mac's website at [http://www.freddiemac.com/creditriskofferings/security\\_data.html](http://www.freddiemac.com/creditriskofferings/security_data.html).

The figures in this discussion may not correspond exactly to the related figures in the collateral stratification tables due to rounding differences. Prior to the Closing Date, Corresponding Reference Obligations will not be removed or substituted from Reference Pool C. We believe that the information set forth in the Memorandum and in this Annex 1-C is representative of the characteristics of the Corresponding Reference Pool as such Corresponding Reference Pool will be constituted as of the Closing Date.

#### Selected Reference Obligation Data as of the Cut-off Date

	Range or Total	Average or Weighted Average
Number of Reference Obligations . . . . .	175,937	—
Aggregate Original Principal Balance <sup>(1)</sup> . . . . .	\$44,807,898,000	—
Original Principal Balance <sup>(1)</sup> . . . . .	\$15,000 to \$1,173,000	\$254,681
Aggregate Principal Balance (truncated) . . . . .	\$41,790,846,332	—
Principal Balance . . . . .	\$369 to \$1,126,413	\$237,533
Mortgage Rate . . . . .	2.750% to 6.000%	3.961%
Remaining Term to Maturity (months) . . . . .	206 to 330	326
Original Term to Maturity (months) . . . . .	241 to 360	359
Loan Age (months) . . . . .	30 to 38	34
Original LTV Ratio . . . . .	61% to 80%	75%
Original CLTV Ratio . . . . .	61% to 97%	76%
ELTV Ratio <sup>(2)</sup> . . . . .	1% to 536%	62%
Original DTI Ratio <sup>(3)</sup> . . . . .	1% to 51%	35%
Original Credit Score <sup>(4)</sup> . . . . .	600 to 838	751
Updated Credit Score <sup>(5)</sup> . . . . .	426 to 844	757
Latest Maturity Date . . . . .	April 2047	—

(1) The original UPB of each Reference Obligation is rounded to the nearest \$1,000.

(2) Calculated based on those Reference Obligations that had non-zero ELTV ratios.

(3) Calculated based only on those Reference Obligations that had non-zero original DTI ratios.

(4) Calculated based only on those Reference Obligations that had non-zero original Credit Scores for the mortgagors.

(5) Calculated based only on those Reference Obligations that had non-zero updated Credit Scores for the mortgagors.

#### Top Five Geographic Concentration of Mortgaged Properties

California . . . . .	23.83%
Colorado . . . . .	5.44%
Texas . . . . .	4.65%
Washington . . . . .	4.53%
New York . . . . .	4.22%
Maximum Three-Digit Zip Code Concentration . . . . .	1.98%

The characteristics of Reference Pool C will change from time to time to reflect subsequent payments, prepayments and Credit Events with respect to Reference Obligations included in Reference Pool C. In addition, the characteristics of Reference Pool C may change after the issuance of the Notes as a result of Reference Pool Removals.

See “Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount” for a description of how Reference Pool Removals affect the Notes. In the event that a Reference Obligation that was previously



removed from the Reference Pool is discovered to have been removed in error, such Reference Obligation will be reinstated into the Reference Pool. See “*Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-up Amounts*”. See “*General Mortgage Loan Purchase and Servicing — Servicing Standards*” and “*— Quality Control Process*” in Appendix B for a description of how Major Servicing Defects, Minor Servicing Defects and Underwriting Defects may be discovered through Freddie Mac’s quality control processes.

Were these changes ever to occur, they could materially alter the Corresponding Reference Pool characteristics shown above and the WALs and yields to maturity of the Notes.

The table below summarizes (i) the mortgage loans in the Reference Pool C Initial Cohort Pool that were excluded from Reference Pool C due to delinquencies, payoffs, borrower bankruptcy filings, quality control removals and data reconciliation or corrected data removals, as applicable, and (ii) the Corresponding Reference Obligations.

Category	Number of Mortgage Loans	Aggregate Original Principal Balance (\$) <sup>(1)</sup>	Average Original Principal Balance (\$) <sup>(1)</sup>	Non-Zero Weighted Average Original Credit Score	Weighted Average Original LTV Ratio (%)	Non-Zero Weighted Average Original DTI Ratio (%)
Reference Pool C Initial Cohort Pool . . . . .	223,585	57,057,043,000	255,192	749	75	35
less mortgage loans that were repurchased or removed by quality control process <sup>(2)</sup> . . . .	43	11,826,000	275,023	737	75	41
less mortgage loans that were paid in full . . . . .	42,582	11,035,308,000	259,154	743	75	36
less mortgage loans that were removed due to having failed delinquency criteria or the borrower having filed for bankruptcy . . . . .	5,023	1,202,011,000	239,301	715	75	37
<b>Reference Pool C . . . . .</b>	<b>175,937</b>	<b>44,807,898,000</b>	<b>254,681</b>	<b>752</b>	<b>75</b>	<b>35</b>

(1) The original UPB of each Reference Obligation is rounded to the nearest \$1,000.

(2) Includes mortgage loans removed as a result of the findings of the Third-Party Diligence Provider, if applicable. Also includes mortgage loans repurchased by the seller/servicer as a result of their internal quality control process and/or voluntarily repurchased by the seller/servicer.

The table below summarizes the delinquency status as of October 31, 2019, of the mortgage loans that were excluded from Reference Pool C due to having been reported 30 days or more delinquent in the last six months or due to having been reported 30 days or more delinquent more than once in the last 12 months.

<b>Reference Pool C Initial Cohort Pool Total Number of Mortgage Loans</b>	<b>223,585</b>	
	<b>Number of Mortgage Loans</b>	<b>% of Reference Pool C Initial Cohort Pool</b>
<b>Total Delinquency/Bankruptcy Removals . . . . .</b>	<b>5,023</b>	<b>2.247%</b>
<b>Mortgage Loans with Current Status . . . . .</b>	<b>3,373</b>	<b>1.509%</b>
<b>Mortgage Loans with Delinquent Status . . . . .</b>	<b>1,650</b>	<b>0.738%</b>
30-59 days delinquent . . . . .	1,037	0.464%
60-89 days delinquent . . . . .	197	0.088%
90-119 days delinquent . . . . .	102	0.046%
120-149 days delinquent . . . . .	59	0.026%
150-179 days delinquent . . . . .	41	0.018%
180 days or more delinquent <sup>(1)</sup> . . . . .	214	0.096%

(1) Includes 43 mortgage loans which are REO acquisitions.

## Collateral Stratification Tables

### Reference Pool C as of the Cut-off Date

#### Amortization Type of the Reference Obligations

Amortization Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Fixed Rate .....	175,937	41,790,846,332.47	100.00	237,533.02	3.961	751	757	75	76	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

#### Principal Balance of the Reference Obligations at Origination

Range of Original Principal Balances (\$)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
0.01 to 25,000.00 .....	37	760,283.10	0.00	20,548.19	4.703	760	745	78	78	35
25,000.01 to 50,000.00 .....	1,128	44,176,870.46	0.11	39,163.89	4.466	744	744	76	76	51
50,000.01 to 75,000.00 .....	3,977	237,544,489.19	0.57	59,729.57	4.293	744	748	76	76	57
75,000.01 to 100,000.00 .....	8,017	669,188,649.37	1.60	83,471.20	4.163	747	751	75	75	59
100,000.01 to 125,000.00 .....	11,119	1,174,985,391.29	2.81	105,673.66	4.094	749	755	75	76	60
125,000.01 to 150,000.00 .....	13,285	1,710,942,830.54	4.09	128,787.57	4.058	750	756	75	76	60
150,000.01 to 200,000.00 .....	29,778	4,906,885,717.15	11.74	164,782.25	4.010	751	757	75	75	61
200,000.01 to 250,000.00 .....	27,750	5,835,682,052.17	13.96	210,294.85	3.967	751	758	75	75	62
250,000.01 to 300,000.00 .....	24,133	6,199,992,272.56	14.84	256,909.31	3.933	752	758	75	76	63
300,000.01 to 350,000.00 .....	18,543	5,627,862,407.32	13.47	303,503.34	3.913	752	758	75	76	63
350,000.01 to 400,000.00 .....	15,861	5,563,069,180.59	13.31	350,738.87	3.897	752	757	75	76	64
400,000.01 to 450,000.00 .....	12,978	5,055,214,781.87	12.10	389,521.87	3.909	751	754	73	76	63
450,000.01 to 500,000.00 .....	2,980	1,328,243,586.94	3.18	445,719.32	4.004	754	756	74	75	63
500,000.01 to 550,000.00 .....	2,436	1,200,098,597.94	2.87	492,651.31	3.983	754	757	74	75	63
550,000.01 to 600,000.00 .....	1,976	1,068,215,262.23	2.56	540,594.77	3.992	752	753	74	76	63
600,000.01 to 650,000.00 .....	1,664	970,291,926.41	2.32	583,108.13	4.015	751	751	73	76	62
650,000.01 to 700,000.00 .....	89	57,269,875.05	0.14	643,481.74	4.172	757	759	74	74	72
700,000.01 to 750,000.00 .....	59	40,389,874.20	0.10	684,574.14	4.102	762	764	73	74	64
750,000.01 to 800,000.00 .....	59	43,550,013.63	0.10	738,135.82	4.256	766	752	73	73	68
800,000.01 to 850,000.00 .....	33	25,097,946.72	0.06	760,543.84	4.348	771	762	69	69	70
850,000.01 to 900,000.00 .....	11	9,128,224.59	0.02	829,838.60	4.240	756	744	73	73	67
900,000.01 and greater .....	24	22,256,099.15	0.05	927,337.46	4.445	757	747	70	70	117
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The average principal balance of the Reference Obligations at origination was approximately \$254,681.49.

\* Amounts may not add up to the totals shown due to rounding.

## Principal Balance of the Reference Obligations

Range of Principal Balances (\$)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
0.01 to 25,000.00	266	4,222,173.43	0.01	15,872.83	4.199	768	771	76	76	16
25,000.01 to 50,000.00	1,794	73,929,931.23	0.18	41,209.55	4.344	750	752	76	76	45
50,000.01 to 75,000.00	4,998	318,478,712.61	0.76	63,721.23	4.232	748	753	76	76	54
75,000.01 to 100,000.00	9,762	866,470,954.44	2.07	88,759.57	4.130	749	754	75	75	58
100,000.01 to 125,000.00	12,747	1,440,463,183.68	3.45	113,004.09	4.065	750	756	76	76	59
125,000.01 to 150,000.00	14,163	1,949,692,141.40	4.67	137,660.96	4.042	750	756	75	75	60
150,000.01 to 200,000.00	31,644	5,547,647,280.29	13.27	175,314.35	3.994	751	758	75	75	61
200,000.01 to 250,000.00	28,495	6,399,547,921.57	15.31	224,584.94	3.953	752	758	75	76	62
250,000.01 to 300,000.00	23,186	6,356,583,285.91	15.21	274,156.10	3.926	752	758	75	76	63
300,000.01 to 350,000.00	17,918	5,805,473,268.37	13.89	324,002.30	3.908	751	757	75	76	64
350,000.01 to 400,000.00	19,639	7,428,540,302.86	17.78	378,254.51	3.885	751	755	74	76	63
400,000.01 to 450,000.00	3,665	1,544,515,285.62	3.70	421,423.00	4.067	752	755	74	75	63
450,000.01 to 500,000.00	2,839	1,346,425,312.38	3.22	474,260.41	3.998	754	757	74	75	63
500,000.01 to 550,000.00	2,181	1,142,033,172.06	2.73	523,628.23	3.981	753	754	74	75	63
550,000.01 to 600,000.00	2,214	1,277,237,456.64	3.06	576,891.35	4.010	750	752	74	76	63
600,000.01 to 650,000.00	215	132,169,599.90	0.32	614,742.33	4.303	750	746	73	74	65
650,000.01 to 700,000.00	76	51,195,029.46	0.12	673,618.81	4.128	762	765	72	73	68
700,000.01 to 750,000.00	40	28,997,337.00	0.07	724,933.43	4.182	762	747	73	73	68
750,000.01 to 800,000.00	60	45,839,659.88	0.11	763,994.33	4.366	768	757	71	71	69
800,000.01 to 850,000.00	10	8,277,766.11	0.02	827,776.61	4.277	758	741	73	73	67
850,000.01 to 900,000.00	5	4,418,860.96	0.01	883,772.19	4.154	753	770	71	71	N/A
900,000.01 and greater	20	18,687,696.67	0.04	934,384.83	4.488	756	743	70	70	117
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The average principal balance of the Reference Obligations as of the Cut-off Date is approximately \$237,533.02.

## Mortgage Rate of the Reference Obligations

Range of Mortgage Rates (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
2.750 to 2.874	5	1,309,300.11	0.00	261,860.02	2.750	729	743	73	78	58
2.875 to 2.999	5	1,450,067.78	0.00	290,013.56	2.923	784	800	77	77	64
3.000 to 3.124	45	11,775,872.09	0.03	261,686.05	3.000	771	776	72	73	61
3.125 to 3.249	169	47,010,995.38	0.11	278,171.57	3.130	774	775	73	74	60
3.250 to 3.374	740	190,763,210.45	0.46	257,788.12	3.251	770	772	74	74	62
3.375 to 3.499	4,006	964,455,485.33	2.31	240,752.74	3.389	771	773	74	75	62
3.500 to 3.624	18,423	4,484,899,396.23	10.73	243,440.23	3.502	769	772	75	75	62
3.625 to 3.749	30,350	7,643,818,095.76	18.29	251,855.62	3.626	763	768	74	75	62
3.750 to 3.874	21,458	5,488,274,229.93	13.13	255,768.21	3.751	754	760	74	75	62
3.875 to 3.999	22,331	5,465,524,170.73	13.08	244,750.53	3.895	746	752	75	76	62
4.000 to 4.124	10,218	2,384,110,123.38	5.70	233,324.54	4.002	749	756	75	76	63
4.125 to 4.249	14,227	3,284,656,849.65	7.86	230,874.88	4.128	752	757	75	76	63
4.250 to 4.374	15,233	3,473,245,646.99	8.31	228,007.99	4.251	746	751	75	76	63
4.375 to 4.499	12,227	2,920,824,143.59	6.99	238,883.14	4.378	742	748	76	76	63
4.500 to 4.624	8,014	1,745,055,222.21	4.18	217,750.84	4.501	737	743	76	76	63
4.625 to 4.749	6,330	1,330,762,281.38	3.18	210,231.01	4.626	729	736	75	76	63
4.750 to 4.874	5,489	1,146,019,415.18	2.74	208,784.74	4.751	722	730	75	76	63
4.875 to 4.999	3,299	659,138,631.90	1.58	199,799.52	4.885	719	724	75	76	63
5.000 to 5.124	1,084	188,324,116.45	0.45	173,730.73	5.001	717	728	76	76	63
5.125 to 5.249	1,090	177,443,286.23	0.42	162,792.01	5.126	711	722	76	76	63
5.250 to 5.374	722	116,941,053.51	0.28	161,968.22	5.250	706	711	77	77	63
5.375 to 5.499	217	28,900,244.93	0.07	133,180.85	5.375	694	706	77	77	62
5.500 to 5.624	163	24,398,446.51	0.06	149,683.72	5.500	694	705	76	76	64
5.625 to 5.749	47	6,557,049.54	0.02	139,511.69	5.625	673	693	74	74	63
5.750 to 5.874	31	4,225,898.83	0.01	136,319.32	5.750	675	678	77	77	62
5.875 to 5.999	11	753,222.37	0.00	68,474.76	5.875	671	690	77	77	61
6.000 to 6.124	3	209,876.03	0.00	69,958.68	6.000	643	595	77	77	60
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average mortgage rate of the Reference Obligations as of the Cut-off Date is approximately 3.961%.

\* Amounts may not add up to the totals shown due to rounding.

### Loan Age of the Reference Obligations

Loan Age (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
30	4,910	1,110,401,558.89	2.66	226,151.03	4.390	750	755	76	76	64
31	15,313	3,512,890,154.96	8.41	229,405.74	4.395	748	752	75	76	63
32	23,554	5,440,454,580.12	13.02	230,977.95	4.291	749	754	75	76	63
33	37,987	8,998,164,567.06	21.53	236,874.84	3.990	751	756	75	76	62
34	42,228	10,268,772,580.64	24.57	243,174.50	3.786	752	758	75	75	62
35	35,747	8,574,133,455.45	20.52	239,856.03	3.769	753	759	75	75	62
36	13,569	3,268,706,274.63	7.82	240,895.15	3.787	753	758	75	76	62
37	2,603	611,751,850.67	1.46	235,018.00	3.863	754	758	75	75	61
38	26	5,571,310.05	0.01	214,281.16	4.013	744	756	75	75	61
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average loan age of the Reference Obligations as of the Cut-off Date is approximately 34 months.

### LTV Ratio of the Reference Obligations at Origination

Range of Original LTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
61 to 65	15,923	3,926,673,657.56	9.40	246,603.88	3.876	753	759	63	65	53
66 to 70	25,696	6,443,694,997.49	15.42	250,766.46	3.939	747	755	68	69	57
71 to 75	40,766	9,870,708,188.94	23.62	242,130.90	3.997	754	758	74	75	61
76 to 80	93,552	21,549,769,488.48	51.57	230,350.71	3.966	751	756	79	80	66
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average LTV ratio of the Reference Obligations at origination was approximately 75%.

### CLTV Ratio of the Reference Obligations at Origination

Range of Original CLTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
61 to 65	14,871	3,564,536,966.54	8.53	239,697.19	3.881	753	760	63	63	53
66 to 70	24,440	6,002,091,818.86	14.36	245,584.77	3.943	747	755	68	68	57
71 to 75	39,410	9,382,625,228.86	22.45	238,077.27	4.000	754	759	74	74	61
76 to 80	92,438	21,230,665,329.12	50.80	229,674.65	3.962	751	756	79	79	66
81 to 85	1,109	356,520,247.77	0.85	321,479.03	3.885	750	748	73	84	63
86 to 90	2,801	982,528,582.23	2.35	350,777.79	3.982	752	745	75	89	64
91 to 95	862	270,745,687.51	0.65	314,090.12	4.005	749	743	76	94	66
96 to 97	6	1,132,471.58	0.00	188,745.26	3.950	733	759	78	97	60
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average CLTV ratio of the Reference Obligations at origination was approximately 76%.

\* Amounts may not add up to the totals shown due to rounding.

### ELTV Ratio of the Reference Obligations

Range of ELTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	9,326	2,111,036,517.05	5.05	226,360.34	4.071	756	760	74	75	N/A
1 to 5	82	777,339.94	0.00	9,479.76	3.914	773	786	74	74	4
6 to 10	121	3,601,510.43	0.01	29,764.55	3.910	780	781	75	76	9
11 to 15	214	10,036,981.48	0.02	46,901.78	3.968	773	785	74	75	13
16 to 20	219	14,084,485.21	0.03	64,312.72	3.945	769	778	76	76	18
21 to 25	310	26,513,767.05	0.06	85,528.28	3.905	770	779	74	75	23
26 to 30	465	45,315,286.67	0.11	97,452.23	3.985	764	771	74	74	28
31 to 35	675	73,983,421.59	0.18	109,605.07	3.980	762	770	75	75	33
36 to 40	1,038	129,456,190.91	0.31	124,716.95	4.011	760	768	73	73	38
41 to 45	2,341	349,356,891.89	0.84	149,234.04	3.973	755	764	70	70	44
46 to 50	8,308	1,598,565,446.49	3.83	192,412.79	3.906	755	761	67	68	49
51 to 55	21,034	4,721,180,149.83	11.30	224,454.70	3.911	751	759	69	70	53
56 to 60	35,437	8,389,016,322.70	20.07	236,730.43	3.937	751	757	73	74	58
61 to 65	43,873	10,747,892,407.44	25.72	244,977.38	3.960	751	756	76	77	63
66 to 70	34,700	8,923,538,159.50	21.35	257,162.48	3.974	751	755	78	79	68
71 to 75	13,687	3,567,684,683.28	8.54	260,662.28	3.989	750	754	79	80	72
76 to 80	2,891	753,562,817.54	1.80	260,658.19	4.015	747	751	79	79	77
81 to 85	599	149,343,795.71	0.36	249,321.86	4.036	747	749	78	78	83
86 to 90	199	53,897,221.09	0.13	270,840.31	4.124	743	746	76	76	88
91 to 95	121	33,868,676.89	0.08	279,906.42	3.980	746	742	75	76	93
96 to 100	58	16,463,819.49	0.04	283,858.96	4.025	751	763	75	76	98
101 to 105	44	12,848,538.19	0.03	292,012.23	4.150	728	737	74	75	103
106 to 110	35	10,679,919.15	0.03	305,140.55	4.152	753	756	75	77	108
111 to 115	28	8,270,298.26	0.02	295,367.80	4.267	738	745	75	75	113
116 to 120	18	4,994,136.26	0.01	277,452.01	4.133	757	760	75	76	118
121 to 125	19	4,706,681.25	0.01	247,720.07	4.190	741	747	74	76	123
126 to 130	13	3,177,712.93	0.01	244,439.46	3.928	771	773	75	75	128
131 to 135	12	3,301,749.91	0.01	275,145.83	3.915	736	763	78	81	133
136 to 140	10	2,903,911.89	0.01	290,391.19	4.148	752	766	76	76	138
141 to 145	5	1,560,459.54	0.00	312,091.91	4.060	706	719	78	78	143
146 to 150	6	1,948,311.58	0.00	324,718.60	3.786	778	785	76	76	148
151 to 155	7	2,214,882.26	0.01	316,411.75	3.769	753	767	76	80	153
156 to 160	7	2,159,382.07	0.01	308,483.15	3.584	754	787	75	75	158
161 to 165	4	2,018,060.39	0.00	504,515.10	4.191	800	785	68	68	162
166 to 170	3	1,055,038.74	0.00	351,679.58	4.557	737	782	75	75	166
171 to 175	3	936,434.56	0.00	312,144.85	4.029	776	758	73	73	173
176 to 180	1	305,617.25	0.00	305,617.25	3.500	752	733	73	73	180
186 to 190	2	627,273.05	0.00	313,636.53	3.843	783	784	72	72	189
201 and greater	22	7,962,033.01	0.02	361,910.59	3.956	737	745	75	77	261
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average ELTV ratio of the Reference Obligations as of the Cut-off Date is approximately 62%.

### Credit Score of the Mortgagors of the Reference Obligations at Origination

Range of Original Credit Scores	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	19	3,760,945.01	0.01	197,944.47	3.863	N/A	764	77	77	61
600 to 619	71	12,081,372.99	0.03	170,160.18	4.244	611	657	74	75	61
620 to 639	1,743	358,325,682.17	0.86	205,579.85	4.432	630	657	74	74	62
640 to 659	3,494	724,251,578.11	1.73	207,284.37	4.389	650	674	74	75	62
660 to 679	6,601	1,442,642,941.59	3.45	218,549.15	4.293	670	692	74	75	62
680 to 699	12,795	2,969,516,397.99	7.11	232,084.13	4.138	690	712	75	75	62
700 to 719	18,761	4,526,175,299.50	10.83	241,254.48	4.051	709	730	75	76	63
720 to 739	20,794	5,086,306,474.85	12.17	244,604.52	3.975	729	744	75	76	63
740 to 759	24,879	6,092,807,480.92	14.58	244,897.60	3.913	750	756	75	76	63
760 to 779	29,724	7,265,802,843.43	17.39	244,442.30	3.893	770	770	75	76	63
780 to 799	34,908	8,399,842,535.37	20.10	240,628.01	3.877	789	783	75	76	62
800 to 819	21,520	4,785,082,316.57	11.45	222,355.13	3.862	807	795	75	75	61
820 to 839	628	124,250,463.97	0.30	197,851.06	3.850	822	810	73	73	60
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average Credit Score of the mortgagors of the Reference Obligations at origination was approximately 751.

\* Amounts may not add up to the totals shown due to rounding.

## Updated Credit Score of the Mortgagors of the Reference Obligations

Range of Updated Credit Scores	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	673	104,609,060.24	0.25	155,436.94	4.167	756	N/A	75	75	60
420 to 439	2	217,726.11	0.00	108,863.06	4.216	653	427	79	79	69
440 to 459	8	1,911,955.41	0.00	238,994.43	4.429	659	450	72	72	55
460 to 479	35	7,461,754.10	0.02	213,192.97	4.232	697	474	77	77	63
480 to 499	128	24,683,910.69	0.06	192,843.05	4.234	686	491	76	76	63
500 to 519	228	47,844,767.66	0.11	209,845.47	4.258	689	511	75	76	62
520 to 539	361	78,966,355.15	0.19	218,743.37	4.193	690	530	74	75	62
540 to 559	506	106,783,997.05	0.26	211,035.57	4.258	688	550	75	76	63
560 to 579	669	142,637,595.25	0.34	213,210.16	4.205	689	570	75	76	63
580 to 599	907	194,472,675.51	0.47	214,413.09	4.200	695	590	75	76	63
600 to 619	1,427	324,560,977.34	0.78	227,442.87	4.175	698	610	75	76	63
620 to 639	2,183	504,301,693.89	1.21	231,013.14	4.177	699	631	75	76	63
640 to 659	3,490	809,115,133.17	1.94	231,838.15	4.132	703	650	75	76	63
660 to 679	5,622	1,340,983,782.20	3.21	238,524.33	4.126	709	670	75	76	63
680 to 699	8,312	1,987,508,321.18	4.76	239,113.13	4.095	714	690	75	76	63
700 to 719	11,668	2,807,816,242.65	6.72	240,642.46	4.059	720	710	75	76	63
720 to 739	15,540	3,798,255,994.84	9.09	244,418.02	4.021	731	730	75	76	63
740 to 759	21,667	5,243,368,440.27	12.55	241,997.90	3.970	743	750	75	76	63
760 to 779	30,782	7,456,367,022.71	17.84	242,231.40	3.931	756	770	75	76	62
780 to 799	37,928	9,150,887,125.85	21.90	241,269.96	3.888	771	789	75	76	62
800 to 819	24,759	5,710,604,801.66	13.66	230,647.64	3.876	781	808	75	75	62
820 to 839	8,671	1,876,013,945.54	4.49	216,354.97	3.875	789	826	74	75	61
840 to 859	371	71,473,054.00	0.17	192,649.74	3.880	793	841	75	75	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average updated Credit Score of the mortgagors of the Reference Obligations was approximately 757.

## DTI Ratio of the Reference Obligations at Origination

Range of Original DTI Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	4	920,978.78	0.00	230,244.70	4.012	769	800	74	74	59
1 to 20	14,610	3,084,527,646.69	7.38	211,124.41	3.880	766	773	75	75	62
21 to 25	18,142	4,074,416,649.02	9.75	224,584.76	3.886	762	769	75	76	62
26 to 30	24,019	5,584,442,304.78	13.36	232,501.03	3.918	756	763	75	76	62
31 to 35	28,385	6,720,129,270.83	16.08	236,749.31	3.949	751	757	75	76	62
36 to 40	32,838	7,898,471,192.08	18.90	240,528.39	3.985	747	753	75	76	62
41 to 45	40,818	10,041,529,567.80	24.03	246,007.39	4.023	741	746	75	76	62
46 to 50	17,120	4,386,219,191.32	10.50	256,204.39	3.974	757	756	74	75	62
51 to 55	1	189,531.17	0.00	189,531.17	3.500	725	783	80	80	74
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average DTI ratio of the Reference Obligations at origination was approximately 35%.

## Occupancy Type of the Reference Obligations

Occupancy Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Primary Residence	147,899	36,096,309,543.50	86.37	244,060.54	3.914	750	755	75	76	63
Investment Property	20,155	3,998,946,924.09	9.57	198,409.67	4.417	761	762	73	73	60
Second Home	7,883	1,695,589,864.88	4.06	215,094.49	3.874	764	768	76	76	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.



### Loan Purpose of the Reference Obligations

Loan Purpose	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Purchase . . . . .	80,346	18,443,648,878.67	44.13	229,552.80	3.974	756	759	77	78	63
Cash-out Refinance . . . . .	50,105	11,791,110,234.23	28.21	235,328.02	4.072	743	751	74	74	62
No Cash-out Refinance . . . . .	45,486	11,556,087,219.57	27.65	254,058.11	3.825	752	758	73	74	61
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Property Type of the Reference Obligations

Property Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Single Family . . . . .	115,576	27,003,292,287.42	64.62	233,641.00	3.975	749	754	75	75	62
Planned Unit Development . . . . .	44,065	11,107,628,204.14	26.58	252,073.71	3.928	753	759	75	76	63
Condominium . . . . .	15,328	3,523,460,597.08	8.43	229,870.86	3.959	759	766	75	75	63
Manufactured Housing . . . . .	501	60,982,901.57	0.15	121,722.36	4.057	746	753	77	77	N/A
Co-operative . . . . .	467	95,482,342.26	0.23	204,458.98	3.800	759	765	76	76	63
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

## Geographic Concentration of the Mortgaged Properties (State or Territory)

State or Territory	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
California	30,882	9,960,529,173.04	23.83	322,535.11	4.002	749	753	73	74	60
Colorado	8,660	2,271,490,222.72	5.44	262,296.79	3.961	752	758	74	75	60
Texas	8,981	1,941,738,012.77	4.65	216,205.10	4.032	747	750	76	77	65
Washington	7,142	1,892,056,701.93	4.53	264,919.73	3.988	752	762	74	75	57
New York	6,404	1,764,083,508.98	4.22	275,465.88	4.025	748	748	75	75	63
Illinois	8,339	1,735,333,948.27	4.15	208,098.57	3.903	754	761	76	76	68
Massachusetts	5,085	1,451,762,710.26	3.47	285,499.06	3.857	750	753	74	75	61
New Jersey	5,358	1,447,857,975.66	3.46	270,223.59	3.947	751	753	76	76	66
Virginia	4,896	1,300,036,757.97	3.11	265,530.38	3.897	756	762	75	76	65
Oregon	5,064	1,271,120,355.44	3.04	251,011.13	3.995	754	764	75	75	62
Arizona	6,084	1,268,414,787.53	3.04	208,483.69	4.020	754	760	75	76	60
North Carolina	5,702	1,124,613,574.70	2.69	197,231.42	3.900	756	762	76	77	63
Michigan	6,085	1,043,165,875.60	2.50	171,432.35	3.928	752	757	76	76	62
Georgia	4,918	1,017,236,851.65	2.43	206,839.54	3.952	751	757	76	77	62
Pennsylvania	5,006	972,724,003.23	2.33	194,311.63	3.910	753	758	76	77	65
Maryland	3,544	943,913,693.62	2.26	266,341.34	3.903	752	759	75	77	68
Minnesota	4,585	934,070,116.77	2.24	203,723.04	3.894	754	762	76	77	64
Utah	3,296	766,933,494.73	1.84	232,686.13	3.973	753	757	76	76	58
Ohio	4,736	723,004,080.44	1.73	152,661.33	3.920	752	759	76	77	64
Tennessee	3,336	643,875,425.69	1.54	193,008.22	3.977	751	756	76	77	61
Missouri	3,350	574,655,418.52	1.38	171,538.93	3.895	754	759	76	77	65
Wisconsin	3,204	560,259,884.93	1.34	174,862.64	3.875	755	765	76	76	62
Nevada	2,446	518,939,227.36	1.24	212,158.31	4.076	748	757	75	76	58
Indiana	3,219	485,220,640.08	1.16	150,736.45	3.987	750	758	76	77	62
South Carolina	2,407	456,436,835.21	1.09	189,628.93	3.950	752	759	76	76	64
Hawaii	1,040	414,653,896.92	0.99	398,705.67	3.897	756	759	74	74	62
Connecticut	1,756	401,955,302.16	0.96	228,903.93	3.889	752	754	76	77	70
Kentucky	1,964	315,715,637.75	0.76	160,751.34	3.910	751	756	76	76	66
Louisiana	1,494	296,198,987.98	0.71	198,259.03	4.011	747	752	76	76	69
Alabama	1,461	265,387,779.51	0.64	181,648.04	3.954	752	758	76	77	65
Idaho	1,355	258,511,941.12	0.62	190,783.72	3.994	752	760	76	76	53
District of Columbia	551	215,204,853.05	0.51	390,571.42	3.899	760	762	74	76	64
Iowa	1,228	203,934,930.99	0.49	166,070.79	3.847	755	762	76	77	67
New Hampshire	950	201,689,530.72	0.48	212,304.77	3.879	752	756	76	76	61
Kansas	1,181	201,204,613.44	0.48	170,368.00	3.899	753	758	76	77	64
Montana	909	200,705,109.35	0.48	220,797.70	3.914	753	762	75	75	62
Oklahoma	1,078	181,996,646.17	0.44	168,828.06	3.958	752	759	76	77	69
Arkansas	996	164,622,400.66	0.39	165,283.53	3.897	753	760	76	77	69
Delaware	689	149,131,596.77	0.36	216,446.44	3.930	757	764	76	76	67
Maine	760	148,110,882.37	0.35	194,882.74	3.937	753	758	76	76	61
New Mexico	782	146,573,212.69	0.35	187,433.78	4.031	756	762	75	76	63
Rhode Island	616	135,782,546.18	0.32	220,426.21	3.933	752	751	75	76	62
Nebraska	831	134,107,138.15	0.32	161,380.43	3.876	755	757	76	77	63
Florida	582	108,943,522.36	0.26	187,188.18	3.987	755	761	76	77	62
Vermont	508	101,077,731.66	0.24	198,971.91	3.813	756	759	75	76	67
Mississippi	549	96,681,069.73	0.23	176,103.95	3.952	745	752	76	77	70
Alaska	364	87,811,816.99	0.21	241,241.26	3.991	750	752	76	76	69
North Dakota	423	86,045,916.57	0.21	203,418.24	3.837	748	754	76	77	69
West Virginia	463	69,999,590.65	0.17	151,187.02	3.917	745	748	76	76	68
Wyoming	305	65,988,230.53	0.16	216,354.85	3.939	748	749	75	76	62
South Dakota	320	57,071,714.54	0.14	178,349.11	3.895	755	763	76	77	63
Guam	39	8,544,500.72	0.02	219,089.76	3.937	728	726	76	76	N/A
Virgin Islands	7	2,891,267.62	0.01	413,038.23	3.927	774	782	80	80	N/A
Puerto Rico	7	830,688.02	0.00	118,669.72	3.791	758	725	73	73	N/A
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

## Geographic Concentration of the Mortgaged Properties (Top 10 Metropolitan Statistical Areas (“MSA”))

Top 10 MSAs	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Los Angeles-Long Beach-Glendale, CA . . .	6,749	2,427,933,813.01	5.81	359,747.19	4.009	748	751	73	74	59
Denver-Aurora-Lakewood, CO . . . . .	5,475	1,479,979,978.63	3.54	270,315.98	3.956	751	757	74	75	60
Chicago-Naperville-Evanston, IL . . . . .	5,610	1,271,380,137.20	3.04	226,627.48	3.904	755	761	75	76	67
New York-Jersey City-White Plains, NY-NJ	3,753	1,253,037,233.39	3.00	333,876.16	4.049	750	749	75	75	63
Riverside-San Bernardino-Ontario, CA . . . .	4,458	1,153,043,470.81	2.76	258,645.91	4.016	743	746	74	75	62
Washington-Arlington-Alexandria, DC-VA-MD-WV . . . . .	3,497	1,140,780,697.31	2.73	326,216.96	3.894	755	760	75	76	65
Seattle-Bellevue-Kent, WA . . . . .	3,394	1,047,854,508.65	2.51	308,737.33	3.986	751	763	74	75	57
San Diego-Chula Vista-Carlsbad, CA . . . .	2,997	1,027,235,445.23	2.46	342,754.57	3.967	750	755	73	74	60
Portland-Vancouver-Hillsboro, OR-WA . . .	3,888	1,027,009,680.46	2.46	264,148.58	3.994	752	762	74	75	63
Anaheim-Santa Ana-Irvine, CA . . . . .	2,497	993,450,465.44	2.38	397,857.62	3.957	752	755	73	74	62
Other . . . . .	133,619	28,969,140,902.34	69.32	216,804.05	3.954	752	757	75	76	63
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

## Geographic Concentration of the Mortgaged Properties (Top 10 Three-Digit Zip Codes)

Top 10 Three-Digit Zip Codes	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
945xx . . . . .	2,250	828,659,347.82	1.98	368,293.04	3.979	749	756	73	74	60
750xx . . . . .	2,437	586,160,469.03	1.40	240,525.43	4.005	746	748	76	77	66
913xx . . . . .	1,583	583,593,750.40	1.40	368,663.14	3.981	747	750	73	74	61
917xx . . . . .	1,676	544,351,537.46	1.30	324,792.09	3.959	746	749	73	74	61
980xx . . . . .	1,712	522,598,145.05	1.25	305,255.93	3.968	749	761	74	74	57
801xx . . . . .	1,654	478,714,090.92	1.15	289,428.11	3.926	750	757	74	75	60
926xx . . . . .	1,140	474,970,290.78	1.14	416,640.61	3.958	754	756	73	74	63
920xx . . . . .	1,348	473,044,808.39	1.13	350,923.45	3.962	750	753	73	74	61
800xx . . . . .	1,740	455,348,950.33	1.09	261,694.80	3.976	748	754	74	75	60
802xx . . . . .	1,735	452,159,846.49	1.08	260,610.86	3.965	755	763	74	75	59
Other . . . . .	158,662	36,391,245,095.80	87.08	229,363.33	3.959	752	757	75	76	63
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

## Original Term to Maturity of the Reference Obligations

Original Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
240 to 259 . . . . .	4	853,088.97	0.00	213,272.24	3.661	785	761	73	73	60
260 to 279 . . . . .	112	20,366,752.11	0.05	181,846.00	3.899	756	756	72	73	57
280 to 299 . . . . .	100	20,298,535.67	0.05	202,985.36	3.829	753	755	72	73	59
300 to 319 . . . . .	2,031	460,391,949.93	1.10	226,682.40	3.836	754	760	73	74	60
320 to 339 . . . . .	270	62,686,765.07	0.15	232,173.20	3.801	756	762	72	73	60
340 to 359 . . . . .	146	30,986,531.08	0.07	212,236.51	3.825	757	762	74	74	61
360 . . . . .	173,274	41,195,262,709.64	98.57	237,746.36	3.963	751	757	75	76	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average original term to maturity of the Reference Obligations is approximately 359 months.

\* Amounts may not add up to the totals shown due to rounding.

### Remaining Term to Maturity of the Reference Obligations

Remaining Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
200 to 219	4	853,088.97	0.00	213,272.24	3.661	785	761	73	73	60
220 to 239	24	4,285,653.38	0.01	178,568.89	3.825	760	777	70	70	54
240 to 259	185	35,913,498.59	0.09	194,127.02	3.865	753	753	72	73	59
260 to 279	2,026	459,109,596.30	1.10	226,608.88	3.836	754	760	73	73	60
280 to 299	164	36,019,439.17	0.09	219,630.73	3.843	755	761	73	73	60
300 to 319	220	52,766,228.23	0.13	239,846.49	3.766	758	765	72	73	60
320 to 330	173,314	41,201,898,827.83	98.59	237,729.78	3.963	751	757	75	76	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average remaining term to maturity of the Reference Obligations as of the Cut-off Date is approximately 326 months.

### Sellers of the Reference Obligations

Seller	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Wells Fargo Bank, N.A.	33,148	7,863,832,244.87	18.82	237,233.99	3.949	750	756	75	76	62
JPMorgan Chase Bank, N.A.	14,286	3,393,902,454.78	8.12	237,568.42	3.869	757	763	75	75	62
U.S. Bank N.A.	8,527	1,906,324,238.80	4.56	223,563.30	3.843	753	759	75	77	62
Quicken Loans Inc.	7,436	1,651,203,833.44	3.95	222,055.38	4.031	741	746	74	74	62
Caliber Home Loans, Inc.	6,371	1,597,111,611.33	3.82	250,684.60	4.082	751	750	75	76	63
loanDepot.com, LLC	4,969	1,339,326,617.56	3.20	269,536.45	3.959	749	754	74	75	62
Branch Banking And Trust Company	5,457	1,229,297,797.09	2.94	225,269.89	3.815	757	762	75	77	64
AmeriHome Mortgage Company, LLC	4,712	1,217,744,604.73	2.91	258,434.76	4.044	748	752	75	76	63
Nationstar Mortgage LLC	3,450	917,014,754.68	2.19	265,801.38	3.960	752	758	74	75	62
United Shore Financial Services, LLC	3,123	840,063,030.98	2.01	268,992.33	4.083	754	757	75	75	62
Other	84,458	19,835,025,144.21	47.46	234,850.76	3.976	752	757	75	76	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Servicers of the Reference Obligations

Servicer	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Wells Fargo Bank, N.A.	34,509	8,245,561,434.36	19.73	238,939.45	3.947	750	756	75	76	62
JPMorgan Chase Bank, N.A.	16,046	3,765,686,416.57	9.01	234,680.69	3.904	755	762	75	75	62
Matrix Financial Services Corporation	10,937	2,922,925,554.66	6.99	267,251.13	3.913	755	759	75	76	62
U.S. Bank N.A.	9,388	2,140,198,088.10	5.12	227,971.68	3.843	753	759	75	77	62
Caliber Home Loans, Inc.	6,371	1,597,111,611.33	3.82	250,684.60	4.082	751	750	75	76	63
New Residential Mortgage LLC	5,785	1,490,576,766.98	3.57	257,662.36	4.059	747	750	75	75	62
Quicken Loans Inc.	6,739	1,462,687,780.41	3.50	217,048.19	4.030	740	745	74	74	62
Fifth Third Bank	6,384	1,400,128,270.99	3.35	219,318.34	3.914	750	754	75	76	64
Branch Banking And Trust Company	5,456	1,229,160,779.55	2.94	225,286.07	3.815	757	762	75	77	64
PNC Bank	4,909	1,159,928,888.11	2.78	236,286.19	3.853	757	762	75	76	63
Other	69,413	16,376,880,741.41	39.19	235,933.91	4.000	751	757	75	75	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

### Origination Channel of the Reference Obligations

Origination Channel	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Retail . . . . .	96,941	22,101,976,332.18	52.89	227,994.10	3.970	751	757	75	75	62
Correspondent . . . . .	62,661	15,233,722,080.23	36.45	243,113.29	3.928	752	756	75	76	63
Broker . . . . .	16,335	4,455,147,920.06	10.66	272,736.33	4.027	751	754	75	75	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### First Payment Date of the Reference Obligations

First Payment Date (year)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
September 2016 . . . . .	26	5,571,310.05	0.01	214,281.16	4.013	744	756	75	75	61
October 2016 . . . . .	2,603	611,751,850.67	1.46	235,018.00	3.863	754	758	75	75	61
November 2016 . . . . .	13,569	3,268,706,274.63	7.82	240,895.15	3.787	753	758	75	76	62
December 2016 . . . . .	35,747	8,574,133,455.45	20.52	239,856.03	3.769	753	759	75	75	62
January 2017 . . . . .	42,228	10,268,772,580.64	24.57	243,174.50	3.786	752	758	75	75	62
February 2017 . . . . .	37,987	8,998,164,567.06	21.53	236,874.84	3.990	751	756	75	76	62
March 2017 . . . . .	23,554	5,440,454,580.12	13.02	230,977.95	4.291	749	754	75	76	63
April 2017 . . . . .	15,313	3,512,890,154.96	8.41	229,405.74	4.395	748	752	75	76	63
May 2017 . . . . .	4,910	1,110,401,558.89	2.66	226,151.03	4.390	750	755	76	76	64
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Maturity Date of the Reference Obligations

Maturity Date (year)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
2036 . . . . .	1	81,312.58	0.00	81,312.58	3.125	769	769	80	80	63
2037 . . . . .	3	771,776.39	0.00	257,258.80	3.717	786	760	72	72	59
2038 . . . . .	8	1,992,251.53	0.00	249,031.44	3.724	753	783	68	68	52
2039 . . . . .	67	11,816,677.35	0.03	176,368.32	3.860	759	761	73	74	57
2040 . . . . .	102	19,847,426.37	0.05	194,582.61	3.842	755	751	71	73	59
2041 . . . . .	1,247	287,756,506.28	0.69	230,759.03	3.728	756	761	73	73	60
2042 . . . . .	801	175,182,564.39	0.42	218,704.82	4.018	751	758	73	74	61
2043 . . . . .	85	20,426,646.96	0.05	240,313.49	3.771	759	759	73	73	61
2044 . . . . .	164	37,178,791.50	0.09	226,699.95	3.808	758	762	72	73	59
2045 . . . . .	110	26,590,275.05	0.06	241,729.77	3.758	755	769	73	73	61
2046 . . . . .	92,604	22,367,579,572.71	53.52	241,540.10	3.783	753	758	75	76	62
2047 . . . . .	80,745	18,841,622,531.36	45.09	233,347.24	4.176	750	755	75	76	63
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### First Time Homebuyer

First Time Homebuyer	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
No . . . . .	152,752	36,438,236,630.43	87.19	238,545.07	3.963	752	757	75	75	62
Yes . . . . .	23,185	5,352,609,702.04	12.81	230,865.20	3.945	748	752	78	79	64
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

### Number of Borrowers

Number of Borrowers	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
1 .....	88,430	19,500,815,853.55	46.66	220,522.63	3.970	754	760	75	76	62
2 .....	85,370	21,687,636,299.92	51.90	254,042.83	3.950	749	754	75	76	63
3 .....	1,796	498,818,517.41	1.19	277,738.60	4.066	731	741	75	75	62
4 .....	337	102,312,865.22	0.24	303,599.01	4.064	732	745	75	75	62
5 .....	4	1,262,796.37	0.00	315,699.09	3.809	748	770	77	77	66
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Number of Units

Number of Units	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
1 .....	170,069	40,130,280,150.42	96.03	235,964.70	3.947	751	757	75	76	62
2 .....	3,921	1,021,396,006.21	2.44	260,493.75	4.261	754	754	73	73	62
3 .....	1,024	329,022,511.06	0.79	321,311.05	4.313	754	755	73	73	68
4 .....	923	310,147,664.78	0.74	336,021.31	4.402	760	759	72	72	73
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Lien Position of the Reference Obligations at Origination

Lien Position	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
First Lien .....	175,937	41,790,846,332.47	100.00	237,533.02	3.961	751	757	75	76	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Reference Obligations with Subordinate Financing at Origination

Reference Obligations with Subordinate Financing at Origination	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
No .....	169,027	39,459,860,187.00	94.42	233,453.00	3.963	751	757	75	75	62
Yes .....	6,910	2,330,986,145.47	5.58	337,335.19	3.922	750	747	73	85	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Mortgage Insurance Coverage Level

Mortgage Insurance Coverage Level (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
None .....	175,937	41,790,846,332.47	100.00	237,533.02	3.961	751	757	75	76	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.



### Delinquency Status of the Reference Obligations as of October 31, 2019

Delinquency Status	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Current . . . . .	175,937	41,790,846,332.47	100.00	237,533.02	3.961	751	757	75	76	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Historical Delinquency Status of the Reference Obligations as of October 31, 2019

Historical Delinquency Status	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Never Delinquent in past 24 months . . . . .	171,379	40,671,294,688.54	97.32	237,317.84	3.957	752	758	75	76	62
Never Delinquent in past 12 months . . . . .	2,977	731,521,640.46	1.75	245,724.43	4.078	728	712	75	75	63
Never Delinquent in past 6 months and 1 time 30 days delinquent in past 12 months . . . . .	1,581	388,030,003.47	0.93	245,433.27	4.085	728	703	75	76	63
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Reference Obligations Assessed Using ACE

Reference Obligations Assessed Using ACE	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Current . . . . .	175,937	41,790,846,332.47	100.00	237,533.02	3.961	751	757	75	76	62
<b>Total/Weighted Average:</b>	<b>175,937</b>	<b>41,790,846,332.47</b>	<b>100.00</b>	<b>237,533.02</b>	<b>3.961</b>	<b>751</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

## DUE DILIGENCE RESULTS AS DESCRIBED IN THE STACR 2017-DNA3 OFFERING CIRCULAR

ALL CAPITALIZED TERMS USED IN THIS SECTION “DUE DILIGENCE RESULTS AS DESCRIBED IN THE STACR 2017-DNA3 OFFERING CIRCULAR” AND NOT OTHERWISE DEFINED IN THIS SECTION WILL HAVE THE MEANINGS SET FORTH IN “SUPPLEMENTARY DEFINED TERMS FOR ANNEX I-C ONLY” ON PAGE 1-C-26.

### Results of Freddie Mac Quality Control

The table below summarizes, out of the initial cohort pool STACR 2017-DNA3 transaction, the number of mortgage loans that were reviewed as part of the quality control reviews conducted by Freddie Mac as described in the STACR 2017-DNA3 Offering Circular. Specifically, the table provides, of the mortgage loans subject to our quality control review, the proportion of loans that were randomly selected (the “Random Sample QC Selection”) and the proportion of loans that were chosen using a targeted selection process (the “Targeted Sample QC Review”). Further, of the Random Sample QC Selection, we display the proportion of mortgage loans that were only subject to a credit review (the “Random Sample QC Credit Review”), the mortgage loans that were only subject to a review for compliance with certain laws that may result in assignee liability and for compliance with certain laws that restrict points and fees (the “Random Sample QC Compliance Review”) and the mortgage loans that were reviewed for both credit and compliance (the “Random Sample QC Dual Credit and Compliance Review”). See “Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac’s Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes” in the STACR 2017-DNA3 Offering Circular.

Of the Random Sample QC Selection, 3,732 mortgage loans (approximately 77.3% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Credit Review, 1,049 mortgage loans (approximately 21.7% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Compliance Review and 47 mortgage loans (approximately 1.0% of the Random Sample QC Selection by loan count) were subject to the Random Sample QC Dual Credit and Compliance Review.

The table below summarizes the random and targeted quality control reviews conducted by Freddie Mac.

	Number of Mortgage Loans	Percent of the STACR 2017-DNA3 Initial Cohort Pool <sup>(1)</sup>	Number of Mortgage Loans Removed from Reference Pool after Quality Control Review <sup>(2)</sup>	Percent of the Respective Sample <sup>(1)</sup>
STACR 2017-DNA3 Initial Cohort Pool . . . . .	255,119	100.0%	—	—
Random Sample QC Selection . . . . .	4,828	1.9%	—	—
Random Sample QC Credit Review . . . . .	3,732	1.5%	49	1.3%
Random Sample QC Compliance Review . . . . .	1,049	0.4%	1	0.1%
Random Sample QC Dual Credit and Compliance Review . . . . .	47	0.0%	1	2.1%
Targeted Sample QC Review . . . . .	4,935	1.9%	330	6.7%
Total Mortgage Loans Subject to Freddie Mac QC . . . . .	9,763	3.8%	—	—

(1) By loan count.

(2) Unconfirmed Underwriting Defects or Underwriting Defects.

As further discussed below under “—Third-Party Due Diligence Review” in the STACR 2017-DNA3 Offering Circular, 850 mortgage loans were randomly selected by an independent third-party diligence provider to conduct a review of certain aspects of the mortgage loans in the proposed Reference Pool.

Based on the results of Freddie Mac’s quality control reviews, the 95% confidence interval estimate of the defect rate for non-HARP loans purchased during the three-month period between October 1, 2016 and December 31, 2016 (approximately \$112.3 billion) is approximately 0.53% to 0.92% as of July 31, 2017. Mortgage loans identified with Unconfirmed Underwriting Defects or Underwriting Defects during the quality control review are not included in the Reference Pool. Notwithstanding that the above-referenced 95% confidence interval estimate only takes into account mortgage loans purchased by Freddie Mac during the three-

month period between October 1, 2016 and December 31, 2016, the results of Freddie Mac's quality control review for the mortgage loans purchased during the five-month period between November 1, 2016 and March 31, 2017 are consistent with historical experience of Freddie Mac's quality control across its portfolio. Investors should make their own determination about the appropriateness and suitability of, as well as the extent to which they should rely upon, the sampling methodology described above, including the time periods, precision level and confidence interval. The characteristics of the mortgage loans acquired by Freddie Mac between November 1, 2016 and March 31, 2017 may differ in material respects from the mortgage loans in the initial cohort pool from the STACR 2017-DNA3 transaction. Additionally, the error rate is reported as of a certain date and is indicative of Freddie Mac's initial findings, as well as input received from sellers, that have been processed through the Cut-off Date for reporting. As such, the reporting may be internally inconsistent across periods as well as other transactions we have issued, depending on the time lapse between initial findings and the date of reporting and/or the level and timeliness of response from sellers, among other factors. Accordingly, an error rate determined as of a different date may be materially different than the error rate reported in the STACR 2017-DNA3 Offering Circular. Investors are encouraged to make their own determination as to the extent to which they place reliance on the limited quality control and quality assurance processes undertaken by Freddie Mac and their relevance as they relate to the initial cohort pool from the STACR 2017-DNA3 transaction. See "*General Mortgage Loan Purchase and Servicing — Quality Control Process — Limitations of the Quality Control Review Process*" in Annex A of the 2017-DNA3 Offering Circular and "*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac's Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes*" for additional information regarding the limitations of our review in the STACR 2017-DNA3 Offering Circular.

The following is a discussion of the results of the reviews:

#### ***Random Sample QC Credit Review***

We reviewed the mortgagor's origination documentation to verify that each mortgage loan reviewed (i) is made to a mortgagor from whom repayment of the mortgage loan can be expected, (ii) is secured by collateral that is adequate for the transaction and (iii) otherwise complies with our Guide and applicable TOBs. This review included a credit component and a component consisting of a review of the independent appraisals of the mortgaged properties obtained by the originators in connection with the origination of the mortgage loans (referred to herein as the "original appraisals"), as more fully described under "*General Mortgage Loan Purchase and Servicing — Quality Control Process — Performing Loan Quality Control Review*" and "*— Credit Review*" in Annex A of the STACR 2017-DNA3 Offering Circular. None of the procedures conducted as part of our review constituted, either separately or in combination, an independent underwriting of the mortgage loans. In addition, the procedures conducted as part of the review of the original appraisals were not re-appraisals of the mortgaged properties. To the extent that valuation tools were used as part of the appraisal review process, they should not be relied upon as providing an assessment of value of the mortgaged properties comparable to that which an appraisal might provide. They also are not an assessment of the current value of any of the mortgaged properties. Of the 3,732 mortgage loans subject to the Random Sample QC Credit Review, 49 mortgage loans (approximately 1.3% of such mortgage loans by loan count) were found to have one or more Underwriting Defects or Unconfirmed Underwriting Defects and subsequently were removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Random Sample QC Credit Review.

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
Borrower personal funds in transaction do not meet minimum required -		
Documentation missing/insufficient . . . . .	1	0.03%
Closing disclosure/HUD-1 - Documentation missing/insufficient . . . . .	1	0.03%
Credit reputation requirements not met - Housing payment history not verified . . . . .	1	0.03%
Documents to exclude debt missing/insufficient . . . . .	2	0.05%
DTI exceeds maximum allowable . . . . .	4	0.11%
Excessive obligations - Housing payment calculated incorrectly . . . . .	1	0.03%
Excessive obligations - Other payments calculated incorrectly . . . . .	1	0.03%
Flood certification requirements not met - Missing/insufficient . . . . .	1	0.03%
Freddie Mac Fraud Investigation Unit investigation confirms misrepresentation -		
Bulk repurchase - Management use only . . . . .	1	0.03%
Funds to close insufficient - Ineligible source of funds to close . . . . .	1	0.03%
Guide eligibility requirements not met . . . . .	3	0.08%
Ineligible for program/offering - Cash-out not allowed . . . . .	1	0.03%
Ineligible property - Condominium project ineligible . . . . .	1	0.03%
Insufficient collateral report - Missing completion certificate . . . . .	1	0.03%
Insufficient collateral report - Missing/insufficient . . . . .	1	0.03%
Insufficient funds to close - Documentation missing/insufficient . . . . .	4	0.11%
Insufficient income - Income calculated incorrectly . . . . .	2	0.05%
Insufficient income - Income not stable/durable . . . . .	3	0.08%
Insufficient reserves/funds to close - Documentation falsified . . . . .	2	0.05%
Investment property requirements not met . . . . .	1	0.03%
Loan purpose incorrect - No cash-out determined to be cash-out . . . . .	1	0.03%
Loss of income source - Borrower not employed at closing . . . . .	3	0.08%
Note requirement not met - Missing/insufficient . . . . .	1	0.03%
Original appraisal does not support value - Issues/items affect		
value/marketability . . . . .	3	0.08%
Seller/borrower not owner of record . . . . .	1	0.03%
Title/binder/policy - Documentation missing/insufficient . . . . .	1	0.03%
Unable to calculate income - Documentation missing/insufficient . . . . .	4	0.11%
Unable to calculate monthly obligations - Documentation missing/insufficient . . . . .	2	0.05%
<b>Total</b>	<b>49</b>	<b>1.31%</b>

#### ***Random Sample QC Compliance Review***

Of the 1,049 mortgage loans subject to the Random Sample QC Compliance Review, 1 mortgage loan (approximately 0.10% of such mortgage loans by loan count) was determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and was subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loan that was removed from the Reference Pool as a result of the Random Sample QC Compliance Review:

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
APL missing anti-predatory lending documents . . . . .	1	0.10%
<b>Total</b>	<b>1</b>	<b>0.10%</b>

#### ***Random Sample QC Dual Credit and Compliance Review***

Of the 47 mortgage loans subject to the Random Sample QC Dual Credit and Compliance Review, 1 mortgage loan (approximately 2.1% of such mortgage loans by loan count) was determined to be

noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and was subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loan that was removed from the Reference Pool as a result of the Random Sample QC Dual Credit and Compliance Review:

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
Credit Report missing/insufficient . . . . .	<u>1</u>	<u>2.13%</u>
<b>Total</b>	<b><u>1</u></b>	<b><u>2.13%</u></b>

***Targeted Sample QC Review***

Of the 4,935 mortgage loans subject to the Targeted Sample QC Review, 330 mortgage loans (approximately 6.7% of such mortgage loans by loan count) were determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and were subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Targeted Sample QC Review:

Exceptions	Number of Mortgage Loans	As a Percentage of the Selected Sample
APL missing anti-predatory lending documents	1	0.02%
Bankruptcy - Documentation missing or insufficient	2	0.04%
Closing disclosure/HUD-1 - Documentation missing/insufficient	4	0.08%
Collateral - Condominium project - Documentation not provided	7	0.14%
Condominium/PUD/co-op warranty violation	1	0.02%
Credit history/reputation requirements not met	4	0.08%
Credit not re-established since significant derogatory credit events	3	0.06%
Credit report - Missing/insufficient	1	0.02%
Credit reputation requirements not met - Documentation falsified	1	0.02%
Credit reputation requirements not met - Number of credit references insufficient	1	0.02%
Documents to exclude debt missing/insufficient	7	0.14%
DTI calculation incorrect - Income	1	0.02%
DTI exceeds maximum allowable	20	0.41%
Excessive obligations - Other payments calculated incorrectly	11	0.22%
Excessive obligations - Undisclosed non-mortgage debt	4	0.08%
Flood certification requirements not met - Missing/insufficient	1	0.02%
Flood insurance requirements not met - Missing policy	1	0.02%
Funds to close insufficient - Ineligible source of funds to close	2	0.04%
Guide eligibility requirements not met	13	0.26%
HTLTV exceeds maximum allowable	1	0.02%
Ineligible for program/offering - Cash-out not allowed	1	0.02%
Ineligible for program/offering - Refinance not allowed	2	0.04%
Ineligible for program/offering - Other	3	0.06%
Ineligible property - C5/C6 condition rating	7	0.14%
Ineligible property - Condominium project ineligible	3	0.06%
Ineligible property - Condominium project owner-occupancy requirements not met	2	0.04%
Ineligible property - Condotel	3	0.06%
Ineligible property - Health and safety issues not addressed	5	0.10%
Ineligible property - Not residential use	1	0.02%
Ineligible property - Structural issues not addressed	2	0.04%
Ineligible property - Unacceptable/illegal use/no legal access	2	0.04%
Insufficient collateral report - Missing completion certificate	3	0.06%
Insufficient collateral report - Missing/insufficient	7	0.14%
Insufficient funds to close - Documentation missing/insufficient	13	0.26%
Insufficient income - Income calculated incorrectly	29	0.59%
Insufficient income - Income not stable/durable	11	0.22%
Insufficient reserves/funds to close - Documentation falsified	5	0.10%
Interested party contribution exceeds maximum allowed	2	0.04%
Investment property requirements not met	3	0.06%
Loan party on exclusionary list	13	0.26%
Loan purpose incorrect - No cash-out determined to be cash-out	1	0.02%
Loan purpose incorrect - Purchase disguised as refinance	2	0.04%
Loss of income source - Borrower not employed at closing	2	0.04%
Loan Prospector Caution ineligible	3	0.06%
Loan Prospector requirements not met - Inaccurate data invalidates Loan Prospector decision	1	0.02%
LTV exceeds maximum allowable	1	0.02%
Manufactured housing appraisal report/documentation requirements not met - At least 2 manufactured housing comparables not provided	1	0.02%
Manufactured housing property requirements not met - Missing HUD certification label/data plate	1	0.02%
Mortgage insurance requirements not met - No mortgage insurance coverage	2	0.04%
Non-Loan Prospector AUS waiver requirements not met - Ineligible AUS decision	2	0.04%
Non-Loan Prospector AUS waiver requirements not met - Inaccurate data invalidates AUS decision	2	0.04%
Not valid first lien - Lien not in first position	2	0.04%
Note requirement not met - Missing/insufficient	3	0.06%
Occupancy falsely represented	7	0.14%
Original appraisal comparable sales provided not the most appropriate sales available	3	0.06%
Original appraisal does not support value-Issues/items affect value/marketability	23	0.47%
Real estate owned taxes/insurance - Documentation missing/insufficient	1	0.02%
Sales contract requirements not met - Documentation missing/insufficient	1	0.02%
Seller/borrower not owner of record	1	0.02%
Significant derogatory credit event recovery period not met	26	0.53%
Third party documentation for extenuating circumstances missing/insufficient	3	0.06%
Third party source of verification of self employment-documentation missing/insufficient	3	0.06%
TLTV exceeds maximum allowable	2	0.04%
Unable to calculate income - Documentation missing/insufficient	16	0.32%
Unable to calculate monthly obligations - Documentation missing/insufficient	9	0.18%
Verbal verification of employment requirements not met	1	0.02%
Waiver eligibility requirements not met	2	0.04%
<b>Total</b>	<b>330</b>	<b>6.69%</b>



## Summary of Freddie Mac Quality Control Review

The following summarizes the results of the quality control review for the mortgage loans acquired by Freddie Mac during the specified periods.

Series	Random Freddie Mac Quality Control STACR Defect Rate (%) <sup>(1)(2)</sup>	Random Independent Quality Control Defect Rate (%) <sup>(3)</sup>
STACR 2013-DN1 (Q3-2012) . . . . .	4.3%	2.3%
STACR 2013-DN2 (Q1-2013) . . . . .	2.8% <sup>(4)</sup>	4.0%
STACR 2014-DN1 (Q2-2013) . . . . .	3.1%	3.1%
STACR 2014-DN2 (Q3-2013) . . . . .	3.7%	1.7%
STACR 2014-DN3 (Q4-2013) . . . . .	3.2%	0.5%
STACR 2014-DN4 (Q1-2014) . . . . .	2.5%	0.2%
STACR 2015-DN1 (April 1, 2014 through July 31, 2014) . . . . .	2.5%	1.3%
STACR 2015-DNA1 (Q4-2012) . . . . .	4.3%	0.4% <sup>(5)</sup>
STACR 2015-DNA2 (August 1, 2014 through November 30, 2014) . . . . .	1.6%	0.3%
STACR 2015-DNA3 (December 1, 2014 through March 31, 2015) . . . . .	1.2%	0.8%
STACR 2016-DNA1 (Q2-2015) . . . . .	1.3%	0.3%
STACR 2016-DNA2 (Q3-2015) . . . . .	1.6%	0.7%
STACR 2016-DNA3 (Q4-2015) . . . . .	2.2%	0.8%
STACR 2016-DNA4 (Q1-2016) . . . . .	1.6%	1.0%
STACR 2017-DNA1 (Q2-2016) . . . . .	1.6%	1.2%
STACR 2017-DNA2 (July 1, 2016 through October 31, 2016) . . . . .	2.0%	2.3%
STACR 2017-DNA3 (November 1, 2016 through March 31, 2017) . . . . .	1.3%	1.3%

Acquisition Period	Twelve Month Freddie Mac Estimated Defect Rate Range	Nine Month Freddie Mac Estimated Defect Rate Range
Q1-2013 . . . . .	1.0% - 1.4% <sup>(6)</sup>	1.4% - 1.9% <sup>(7)</sup>
Q2-2013 . . . . .	1.1% - 1.6% <sup>(8)</sup>	1.8% - 2.4% <sup>(6)</sup>
Q3-2013 . . . . .	1.4% - 1.9% <sup>(9)</sup>	1.6% - 2.1% <sup>(8)</sup>
Q4-2013 . . . . .	1.7% - 2.3% <sup>(10)</sup>	2.5% - 3.2% <sup>(9)</sup>
Q1-2014 . . . . .	1.1% - 1.6% <sup>(11)</sup>	1.3% - 1.9% <sup>(10)</sup>
Q2-2014 . . . . .	0.9% - 1.3% <sup>(12)</sup>	1.1% - 1.6% <sup>(11)</sup>
Q3-2014 . . . . .	0.8% - 1.2% <sup>(13)</sup>	1.2% - 1.6% <sup>(12)</sup>
Q4-2014 . . . . .	0.8% - 1.2% <sup>(14)</sup>	1.0% - 1.5% <sup>(13)</sup>
Q1-2015 . . . . .	0.6% - 0.9% <sup>(15)</sup>	0.7% - 1.1% <sup>(14)</sup>
Q2-2015 . . . . .	0.6% - 0.9% <sup>(16)</sup>	0.7% - 1.1% <sup>(15)</sup>
Q3-2015 . . . . .	0.6% - 1.0% <sup>(17)</sup>	0.7% - 1.1% <sup>(16)</sup>
Q4-2015 . . . . .	0.6% - 0.9% <sup>(18)</sup>	0.8% - 1.1% <sup>(17)</sup>
Q1-2016 . . . . .	0.5% - 0.9% <sup>(19)</sup>	0.6% - 1.0% <sup>(18)</sup>
Q2-2016 . . . . .	0.7% - 1.2% <sup>(20)</sup>	1.0% - 1.5% <sup>(19)</sup>
Q3-2016 . . . . .	0.5% - 0.9% <sup>(21)</sup>	0.7% - 1.2% <sup>(20)</sup>
Q4-2016 . . . . .	(22)	0.7% - 1.1% <sup>(21)</sup>

- (1) Unweighted defect rate based on Random Sample QC Credit Review and Random Sample QC Dual Credit and Compliance Review.
- (2) Rates as of quality control cut-off date for each offering.
- (3) Unweighted defect rate based on Credit Review only.
- (4) Defect rate based on Credit Review only.
- (5) Defect rate based on Compliance Review only.
- (6) Quality control results as of January 1, 2014.
- (7) Quality control results as of October 1, 2013.
- (8) Quality control results as of April 1, 2014.
- (9) Quality control results as of July 1, 2014.
- (10) Quality control results as of October 1, 2014.
- (11) Quality control results as of January 1, 2015.
- (12) Quality control results as of April 1, 2015.
- (13) Quality control results as of July 1, 2015.
- (14) Quality control results as of October 1, 2015.
- (15) Quality control results as of January 1, 2016.
- (16) Quality control results as of April 1, 2016.
- (17) Quality control results as of July 1, 2016.
- (18) Quality control results as of October 1, 2016.
- (19) Quality control results as of January 1, 2017.
- (20) Quality control results as of April 1, 2017.
- (21) Quality control results as of July 1, 2017.
- (22) Not available as of September 11, 2017.

## Third-Party Due Diligence Review

### General

In connection with the issuance of the Notes, Freddie Mac engaged a third-party diligence provider (the “**Third-Party Diligence Provider**”) to conduct a review of certain aspects of the mortgage loans in the proposed STACR 2017-DNA3 Reference Pool (the “**Third-Party Due Diligence Review**”).

The Third-Party Diligence Provider was limited to randomly selecting the diligence sample from the Available Sample provided to it by Freddie Mac. The Available Sample was comprised of (i) mortgage loans that were previously selected for review by Freddie Mac as part of its Random Sample QC Selection, as described under “— *Results of Freddie Mac Quality Control*” above, and (ii) any additional mortgage loans that were subsequently subjected to the Targeted Sample QC Review.

The Third-Party Diligence Provider selected 850 mortgage loans from the Available Sample (such 850 mortgage loans, the “**Diligence Sample**”), representing approximately 17.6% of the Available Sample (by loan count) and approximately 0.36% of the entire Reference Pool (by loan count). Of the Diligence Sample, certain mortgage loans were selected for a credit only review (the “**Credit Review Sample**”) and certain mortgage loans were selected for a compliance only review (the “**Compliance Review Sample**”). Additionally, some mortgage loans in the Diligence Sample were part of both the Credit Review Sample and the Compliance Review Sample (the “**Dual Review Sample**”).

The table below summarizes the mortgage loans that were subject to Third-Party Due Diligence Review.

	<u>Number of Mortgage Loans</u>
Available Sample . . . . .	4,843
Credit Review Sample . . . . .	594
Compliance Review Sample . . . . .	245
Dual Review Sample . . . . .	11
Diligence Sample (total) . . . . .	850

### Credit Reviews

The Third-Party Diligence Provider employed the processes and procedures that were agreed to with Freddie Mac to review the mortgage loans in the combined Credit Review Sample and Dual Review Sample. These processes and procedures included reviewing the terms of the mortgage loans and the information in the related loan files in order to assess whether the mortgage loans complied with Freddie Mac’s eligibility requirements set forth in the Guide and, if applicable, any negotiated TOBs which may have amended or modified the terms of the Guide. Its review of the combined Credit Review Sample and Dual Review Sample determined that 8 mortgage loans within that sample (approximately 1.3% of the combined Credit Review Sample and Dual Review Sample by loan count) did not meet Freddie Mac’s contractual requirements as set forth in its Guide, as amended or modified, if applicable, by any negotiated TOBs. Of those 8 mortgage loans, 1 mortgage loan (approximately 0.17% of the combined Credit Review Sample and Dual Review Sample by loan count) had been previously determined to have Underwriting Defects through Freddie Mac’s quality control process. A repurchase request was issued to the lender and the mortgage loan was removed from the Reference Pool. The remaining 7 mortgage loans (approximately 1.2% of the combined Credit Review Sample and Dual Review Sample by loan count) that were not identified during the Freddie Mac quality control review as having Unconfirmed Underwriting Defects were subsequently removed by Freddie Mac as a result of the findings of the Third-Party Diligence Provider.

The table below describes the most significant exceptions found by the Third-Party Diligence Provider on the 8 mortgage loans:

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
Income Calculation/Documentation . . . . .	4	0.66
Liability Calculation Documentation . . . . .	2	0.33
Asset Eligibility . . . . .	1	0.17
Condominium Eligibility . . . . .	1	0.17
<b>Total</b>	<b>8</b>	<b>1.3</b>

### ***Property Valuations***

The Third-Party Diligence Provider selected all 605 mortgage loans in the combined Credit Review Sample and Dual Review Sample on which to obtain property valuations as of the original appraisal date. The Third-Party Diligence Provider was not able to obtain a property valuation on 4 such mortgage loans due to the inability to complete the field review assignments during the due diligence review period (those mortgage loans were located in Alaska, California, Texas and Wyoming). The mortgage loan for the property located in Alaska for which the property valuation was unable to be obtained is one of the mortgage loans referenced under “— *Credit Reviews*” above that was removed from the Reference Pool due to an Underwriting Defect identified by the Third-Party Diligence Provider.

The Third-Party Diligence Provider ordered property valuations for all 601 mortgage loans through the Third-Party Diligence Provider’s proprietary automated valuation model (“**AVM**”), which did not utilize interior or exterior property inspections of the properties and were not performed by certified licensed appraisers in accordance with the USPAP. The results of these retrospective valuations were compared to the original appraised values for those Mortgage loans. 129 mortgage loans (which represent approximately 21.3% of the combined Credit Review Sample and Dual Review Sample by loan count) had a negative AVM variance of over 10% from the original appraised value and the Third-Party Diligence Provider was unable to obtain an AVM valuation on 40 mortgage loans (which represent approximately 6.6% of the combined Credit Review Sample and Dual Review Sample by loan count) due to the lack of available data in the property location area.

From this comparison, the Third-Party Diligence Provider ordered desk reviews for 169 of such mortgage loans and compared the desk reviews to the original appraised values for such mortgage loans, including the 129 mortgage loans where the AVM results reflected a negative variance of over 10% from the original appraised value and the 40 mortgage loans for which an AVM was not obtained due to the lack of available data in the property location area. A desk review consists of a valuation analysis whereby the appraiser makes a separate selection of comparable sales, which may or may not be the same as those used in the original appraisal, and, using a rules-based valuation model, makes an independent determination as to whether the original appraised value is supported. 5 mortgage loans (which represent approximately 0.83% of the combined Credit Review Sample and Dual Review Sample by loan count) had a negative desk review variance of over 10% from the original appraised value, and the Third-Party Diligence Provider was unable to obtain a desk review on 1 mortgage loan (which represents approximately 0.17% of the combined Credit Review Sample and Dual Review Sample by loan count) due to lack of available data in the property location. In addition, for 4 mortgage loans (which represent approximately 0.66% of the combined Credit Review Sample and Dual Review Sample by loan count) a desk review was not obtained (3 mortgage loans as a result of a desk review having already been obtained by Freddie Mac in its quality control review process, which supported the respective property values and 1 mortgage loan as a result of a field review having already been obtained by Freddie Mac in its quality control review process, which supported the respective property value).

The Third-Party Diligence Provider then ordered independent field reviews for 6 mortgage loans (which represent approximately 1.0% of the combined Credit Review Sample and Dual Review Sample by loan count) and compared the independent field reviews to the original appraised values for such mortgage loans, including the 5 Mortgage loans where the desk review results reflected a negative variance of over 10%, from the original appraised value and the 1 mortgage loan for which a desk review was not obtained due to the lack of available data in the property location area. Those reviews were performed by licensed review appraisers who completed the field reports that included an onsite property inspection in accordance with the USPAP. One mortgage loan had a negative independent field review variance of over 10%, from the original appraised value. Therefore, this mortgage loan was subsequently removed from the Reference Pool as a result of the property valuation review.

Investors should expect that to the extent valuation variances as described in this “— *Property Valuations*” section are identified in the future with respect to any other Reference Obligations, they will not be treated as Unconfirmed Underwriting Defects, unless stated otherwise.

### ***Compliance Reviews***

The Third-Party Diligence Provider reviewed the 256 mortgage loans in the combined Compliance Review Sample and the Dual Review Sample for compliance with certain federal, state and local laws and regulations (the “**Compliance Review**”).

As noted above, as part of the Freddie Mac quality control review, Freddie Mac’s compliance review is limited to assessing mortgage loans to determine whether the mortgage loans comply with certain laws that may result in assignee liability and for compliance with certain laws restricting points and fees. As Freddie Mac’s compliance review does not include examination of documents to ensure that mortgage loans comply with all laws, investors should note that only mortgage loans that are identified as violating certain laws that may result in assignee liability or that restrict points and fees will be treated as having Unconfirmed Underwriting Defects. See “*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac’s Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes*” in the STACR 2017-DNA3 Offering Circular.

None of the 256 mortgage loans subject to the Compliance Review were determined to be non-compliant.

### ***Data Integrity Review***

Freddie Mac prepared a mortgage loan data tape for the STACR 2017-DNA3 Offering Circular that included certain characteristics of the mortgage loans. That data tape, including any adjustments made by Freddie Mac, was used to generate the statistical information regarding the Reference Obligations included in the STACR 2017-DNA3 Offering Circular. Results from the Third-Party Diligence Provider’s data integrity review were formatted by Freddie Mac to conform with Freddie Mac’s data standards.

A comparison of certain fields on the data tape for the STACR 2017-DNA3 Offering Circular was performed by the Third-Party Diligence Provider with respect to the combined Credit Review Sample and Dual Review Sample of 605 mortgage loans. A comparison was performed with respect to 21 mortgage loan characteristics (not including loan identifier): original CLTV, Credit Score, first payment date, loan purpose, maturity date, number of borrowers, number of units, occupancy status, original LTV, original unpaid principal balance, original interest rate, property type, property state, original DTI, product type, postal code, first time homebuyer, prepayment penalty indicator, original loan term, mortgage insurance percentage and mortgage insurance (lender or borrower paid).

With respect to 42 mortgage loans, representing approximately 6.9% of the 605 mortgage loans in the combined Credit Review Sample and Dual Review Sample (by loan count), 44 discrepancies, representing approximately 0.35% of the total fields reviewed, with respect to the reviewed characteristics, were identified by the Third-Party Diligence Provider, exclusive of original DTI discrepancies that were within 5%, either way, of the value provided in the data tape; an additional 12 discrepancies identified were original DTI differences that were greater than or equal to 2% and less than or equal to 5% either way. A full list of these 44 discrepancies is set forth in Appendix B to the STACR 2017-DNA3 Offering Circular and is set forth on Schedule I to this Annex 1-C. It should be noted that 9 of the discrepancies identified in such Appendix B and on Schedule I to this Annex 1-C (as represented by loan identifiers designated as “N/A”) correspond to 8 mortgage loans that are not included in the Reference Pool due to principal payments in full, delinquencies, borrower bankruptcy filings, data reconciliation or corrected data removals, removal as part of Freddie Mac’s quality control process and/or removal as part of the Third-Party Diligence Provider’s review process and/or removal because the related mortgaged properties were located in one of the counties that FEMA has declared a major disaster area and in which FEMA has authorized individual assistance to assist homeowners as of September 13, 2017, as a result of Hurricane Harvey or Hurricane Irma.

Other than the mortgage loans described above that were previously removed through the quality control process, Freddie Mac has determined that none of the data discrepancies result in an Unconfirmed Underwriting Defect or a violation of the Eligibility Criteria. Further, investors should note that Freddie Mac did not update the mortgage loan data tape used for the STACR 2017-DNA3 Offering Circular to reflect these discrepancies (except that the mortgage loans previously removed are not reflected on the mortgage loan data tape). As a result, the numerical disclosure in the STACR 2017-DNA3 Offering Circular does not reflect any of these discrepancies

with respect to the related Reference Obligations. In Freddie Mac's sole discretion, after the Closing Date it may determine to reconcile with its sellers certain of the discrepancies identified by the Third-Party Diligence Provider. To the extent Freddie Mac verifies any of these discrepancies, Freddie Mac expects to update the monthly loan-level information with respect to the Reference Pool that is made available to Noteholders. However, the mortgage loan data tape used for this Memorandum in connection with the offering of the STACR 2019-FTR3 Notes may not have been updated with respect to any data discrepancies identified by the Third-Party Diligence Provider and listed on Schedule I to this Annex 1-C.

The following table summarizes the 4 most common discrepancies identified by the Third-Party Diligence Provider relative to Freddie Mac's data tape, as listed in Appendix B to the STACR 2017-DNA3 Offering Circular and in Schedule I to this Annex 1-C.

	<u>Number of Mortgage Loans with Discrepancies</u>	<u>Percentage of Third-Party Diligence Provider Sample</u>	<u>Average of Freddie Mac Data</u>	<u>Average of Third-Party Diligence Provider Data</u>
First time homebuyer . . . . .	20	3.3%	N/A	N/A
DTI greater than 5% higher . . . . .	12	2.0%	30%	44%
DTI greater than 5% lower . . . . .	3	0.5%	39%	28%
Original CLTV . . . . .	3	0.5%	75%	85%

### **Limitations of the Third-Party Diligence Provider's Review Process**

As noted above under the risk factor captioned "*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Limited Scope and Size of the Third-Party Diligence Provider's Review of the Reference Obligations May Not Reveal Aspects of the Reference Obligations Which Could Lead to Credit Events or Modification Events*" in the STACR 2017-DNA3 Offering Circular, there can be no assurance that the review conducted by the Third-Party Diligence Provider uncovered all relevant factors relating to the origination of the Reference Obligations, their compliance with applicable laws and regulations or uncovered all relevant factors that could affect the future performance of the Reference Obligations. The review was performed on a small sample that did not include all of the Reference Obligations in the Reference Pool and the Reference Obligations that were included in the review may have characteristics that were not discovered, noted or analyzed as part of the Third-Party Diligence Provider's review that could, nonetheless, result in those Reference Obligations failing to perform in the future.

Investors are advised that the aforementioned review procedures carried out by the Third-Party Diligence Provider were performed for the benefit of Freddie Mac. The Third-Party Diligence Provider makes no representation and provides no advice to any investor or future investor concerning the suitability of any transaction or investment strategy. The Third-Party Diligence Provider performed only the review procedures described herein and is not responsible for any decision to include any mortgage loan in the Reference Pool.

Investors are encouraged to make their own determination as the extent to which they place reliance on the limited loan review procedures carried out as part of this review.

**ASSUMED CHARACTERISTICS OF THE REFERENCE OBLIGATIONS IN REFERENCE POOL C  
AS OF THE CUT-OFF DATE**

<b>Group Number</b>	<b>Outstanding Principal Balance (\$)</b>	<b>Remaining Term to Maturity (months)</b>	<b>Original Term to Maturity (months)</b>	<b>Per Annum Interest Rate (%)</b>
1	1,309,300.11	326	360	2.750
2	1,450,067.78	326	360	2.923
3	11,775,872.09	325	360	3.000
4	47,010,995.38	324	359	3.130
5	190,763,210.45	325	360	3.251
6	964,455,485.33	325	359	3.389
7	4,484,899,396.23	325	359	3.502
8	7,643,818,095.76	325	359	3.626
9	5,488,274,229.93	325	359	3.751
10	5,465,524,170.73	325	359	3.895
11	2,384,110,123.38	326	359	4.002
12	3,284,656,849.65	327	360	4.128
13	3,473,245,646.99	327	359	4.251
14	2,920,824,143.59	327	360	4.378
15	1,745,055,222.21	327	359	4.501
16	1,330,762,281.38	327	360	4.626
17	1,146,019,415.18	327	360	4.751
18	659,138,631.90	327	360	4.885
19	188,324,116.45	327	360	5.001
20	177,443,286.23	328	360	5.126
21	116,941,053.51	328	360	5.250
22	28,900,244.93	327	359	5.375
23	24,398,446.51	328	360	5.500
24	6,557,049.54	328	360	5.625
25	4,225,898.83	328	360	5.750
26	753,222.37	328	360	5.875
27	209,876.03	329	360	6.000



## SUPPLEMENTARY DEFINED TERMS FOR ANNEX 1-C ONLY

**“Appendix A”** means that certain appendix A attached to the STACR 2017-DNA3 Offering Circular.

**“Appendix B”** means that certain appendix B attached to the STACR 2017-DNA3 Offering Circular.

**“Available Sample”** means the limited number of Reference Obligations (4,843 by loan count) selected by us from which the Third-Party Diligence Provider selected the Diligence Sample. The Available Sample was comprised of (i) mortgage loans that were previously selected for review by Freddie Mac as part of its Random Sample QC Selection and (ii) any additional mortgage loans that were subsequently subjected to the Targeted Sample QC Review.

**“Closing Date”** means October 4, 2017.

**“CLTV”** means combined loan-to-value, which with respect to each Reference Obligation, is a ratio, expressed as a percentage, obtained by dividing (a) the amount of all known outstanding loans at origination by (b) the value of the mortgaged property. This term is used in the risk factors, the appendices and our loan level disclosure. It is also referred to as TLTV.

**“Credit Score”** means a number reported by a credit bureau, based on statistical models, that summarizes an individual’s credit record.

**“Cut-off Date”** mean August 15, 2017

**“Cut-off Date Balance”** means \$56,151,321,773, which is the aggregate UPB of the Reference Obligations as of the Cut-off Date.

**“DTP”** means the ratio of a mortgagor’s monthly debt obligations (including the proposed new housing payment and related expenses such as property taxes and property insurance) to such mortgagor’s gross monthly income.

**“Eligibility Criteria”** means the criteria to be satisfied with respect to each Reference Obligation in the Reference Pool are as follows:

(a) is a fully amortizing, fixed-rate, one- to four-unit, first lien mortgage loan, which has an original term of 241 to 360 months;

(b) was originated on or after August 1, 2016;

(c) has not been prepaid in full as of September 5, 2017;

(d) as of September 5, 2017, the servicer has not reported that the borrower of such Reference Obligation has filed for bankruptcy;

(e) has not been repurchased by the applicable seller or servicer as of September 5, 2017;

(f) has no Underwriting Defects, Major Servicing Defects, Minor Servicing Defects, Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects found in Freddie Mac’s internal quality control process as of September 5, 2017;

(g) as of July 31, 2017, has never been reported to be 30 days or more delinquent since purchase by Freddie Mac;

(h) was originated with documentation as described under “*General Mortgage Loan Purchase and Servicing — Underwriting Standards — Documentation*” in Annex A of the STACR 2017-DNA3 Offering Circular;

(i) is not covered by mortgage or pool insurance;

(j) does not have an original loan-to-value ratio that is (i) less than or equal to 60% or (ii) exceeds 80%;

(k) has an original combined loan-to-value ratio that is less than or equal to 97%;

(l) subject to any applicable TOBs or certain pilot programs, is not subject to recourse or other credit enhancement;

(m) was not originated under Freddie Mac's Relief Refinance program (including the Home Affordable Refinance Program ("**HARP**") which is FHFA's name for Freddie Mac's relief refinance program for mortgages with an LTV greater than 80%);

(n) was not associated with a mortgage revenue bond purchased by Freddie Mac;

(o) had an original principal balance greater than or equal to \$5,000; and

(p) was not originated under a government program (e.g., FHA, VA or Guaranteed Rural Housing loans).

**"FEMA"** means the Federal Emergency Management Agency.

**"Guide"** means the Freddie Mac Single-Family Seller/Servicer Guide.

**"LTV"** means loan-to-value, which is a ratio, expressed as a percentage, obtained by dividing (a) the total principal balance of a mortgage loan by (b) the value of the mortgaged property at origination.

**"Notes"** means, collectively, the Original Notes and the MAC Notes related to the STACR 2017-DNA3 transaction.

**"Payment Date"** means the 25th day of each calendar month (or, if such date is not a Business Day, the following Business Day), commencing in October 2017.

**"Reference Obligations"** means certain residential first lien mortgage loans, deeds of trust or similar security instruments encumbering mortgaged properties that meet the Eligibility Criteria and we acquired between November 1, 2016 and March 31, 2017 and were originated on or after August 1, 2016.

**"Reference Pool"** means the pool of Reference Obligations as more fully described in STACR 2017-DNA3 Offering Circular.

**"Reporting Period"** means with respect to each Payment Date commencing with the Payment Date in October 2017 and thereafter, and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches related to any such Payment Date:

(1) in the case of all principal collections, other than full prepayments, on the Reference Obligations, the period from and including the 16th day of the second calendar month preceding the month in which such Payment Date occurs to and including the 15th day of the calendar month immediately preceding the month in which such Payment Date occurs,

(2) in the case of full principal prepayments on the Reference Obligations, in the case of determining loan modifications, Unconfirmed Underwriting Defects, Underwriting Defects, Unconfirmed Servicing Defects, Minor Servicing Defects or Major Servicing Defects, and in the case of determining Credit Events resulting from short sales being settled, from charge-offs, from a seriously delinquent mortgage note being sold prior to foreclosure, from the mortgaged property that secured the related mortgage note being sold to a third-party at a foreclosure sale, or from an REO disposition, the period from but excluding the 2nd Business Day of the calendar month immediately preceding the month in which such Payment Date occurs to and including the 2nd Business Day of the calendar month in which such Payment Date occurs, and

(3) in the case of determining delinquency status with respect to each Reference Obligation, the last day of the second calendar month preceding the month in which such Payment Date occurs.

**"STACR 2017-DNA3 Offering Circular"** means the offering circular related to the Structured Agency Credit Risk (STACR®) Debt Notes, Series 2017-DNA3 Due March 2030, dated September 27, 2017. A copy of the STACR 2017-DNA3 Offering Circular is available at [https://crt.freddie.mac.com/docs/offerings/stacr/legal-documents/series-2017-dna3/17\\_dna3\\_0320301sto.pdf](https://crt.freddie.mac.com/docs/offerings/stacr/legal-documents/series-2017-dna3/17_dna3_0320301sto.pdf).

**"TOBs"** means terms of business.

**"Unconfirmed Underwriting Defect"** means with respect to any Reference Obligation, the existence of the following, as determined by Freddie Mac in its sole discretion: (i) there is a material violation of the underwriting guidelines and other requirements in the Guide (as modified by the terms of the related seller's contract, including any related TOBs) with respect to such Reference Obligation, (ii) Freddie Mac determines that as of

the origination date such Reference Obligation was secured by collateral that was inadequate or (iii) Freddie Mac determines that as of the origination date repayment in full on such Reference Obligation from the related mortgagor could not be expected. For the avoidance of doubt, any Reference Obligation with minor technical violations or missing documentation, which in each case we determine to be an acceptable Reference Obligation, will not result in an Unconfirmed Underwriting Defect.

**“Underwriting Defect”** means with respect to any Payment Date and any Reference Obligation for which Freddie Mac has determined the existence of an Unconfirmed Underwriting Defect, the occurrence of any of the following: (i) such Reference Obligation is repurchased by the related seller or servicer during the related Reporting Period, (ii) in lieu of repurchase, an alternative remedy (such as indemnification) is mutually agreed upon by both Freddie Mac and the related seller or servicer during the related Reporting Period, (iii) Freddie Mac in its sole discretion elects to waive the enforcement of a remedy against the seller or servicer in respect of such Unconfirmed Underwriting Defect during the related Reporting Period or (iv) the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation becomes subject to a bankruptcy, an insolvency proceeding or a receivership.

**“USPAP”** means the Uniform Standards of Professional Appraisal Practices.

# Schedule I

## Third-Party Diligence Provider's Data Integrity Review Discrepancies<sup>(1)(2)</sup>

Loan Identifier	Record Type	Loan File Data	Third-Party Diligence Provider Data
17DNA3101843	Original Combined Loan-To-Value (CLTV)	77%	80%
17DNA3077059	Original Combined Loan-To-Value (CLTV)	80%	90%
17DNA3012361	Original Combined Loan-To-Value (CLTV)	69%	85%
N/A	Original Debt-to-Income (DTI) Ratio	33%	74%
17DNA3157009	Original Debt-to-Income (DTI) Ratio	24%	47%
N/A	Original Debt-to-Income (DTI) Ratio	38%	55%
17DNA3063271	Original Debt-to-Income (DTI) Ratio	34%	49%
17DNA3152671	Original Debt-to-Income (DTI) Ratio	26%	38%
17DNA3145535	Original Debt-to-Income (DTI) Ratio	22%	32%
17DNA3169595	Original Debt-to-Income (DTI) Ratio	28%	36%
17DNA3208312	Original Debt-to-Income (DTI) Ratio	33%	41%
17DNA3185212	Original Debt-to-Income (DTI) Ratio	24%	31%
17DNA3001152	Original Debt-to-Income (DTI) Ratio	31%	38%
N/A	Original Debt-to-Income (DTI) Ratio	35%	42%
N/A	Original Debt-to-Income (DTI) Ratio	37%	44%
17DNA3143780	Original Debt-to-Income (DTI) Ratio	38%	32%
17DNA3118359	Original Debt-to-Income (DTI) Ratio	40%	34%
N/A	Original Debt-to-Income (DTI) Ratio	39%	18%
17DNA3134496	Credit Score	802	801
17DNA3192468	First-time Homebuyer	Yes	No
N/A	First-time Homebuyer	No	Yes
17DNA3085935	First-time Homebuyer	No	Yes
17DNA3125898	First-time Homebuyer	No	Yes
17DNA3113911	First-time Homebuyer	No	Yes
17DNA3061330	First-time Homebuyer	Yes	No
17DNA3050243	First-time Homebuyer	No	Yes
17DNA3027930	First-time Homebuyer	Yes	No
N/A	First-time Homebuyer	No	Yes
17DNA3055681	First-time Homebuyer	No	Yes
17DNA3180367	First-time Homebuyer	No	Yes
17DNA3157729	First-time Homebuyer	No	Yes
17DNA3220978	First-time Homebuyer	No	Yes
17DNA3087826	First-time Homebuyer	Yes	No
17DNA3018349	First-time Homebuyer	No	Yes
17DNA3167355	First-time Homebuyer	No	Yes
17DNA3162302	First-time Homebuyer	No	Yes
17DNA3138861	First-time Homebuyer	No	Yes
17DNA3190255	First-time Homebuyer	Yes	No
N/A	First-time Homebuyer	No	Yes
17DNA3089997	Loan Purpose	No Cash-out Refinance	Purchase
N/A	Original Loan-To-Value (LTV)	78%	80%
17DNA3089997	Original Loan-To-Value (LTV)	71%	80%
17DNA3080952	Property Type	1-4 Fee Simple	PUD
17DNA3007152	Property Type	PUD	1-4 Fee Simple

(1) Excludes loans with DTI differences of less than or equal to 5%.

(2) 9 of the discrepancies represented by loan identifiers designated as "N/A" correspond to 8 mortgage loans that are not included in the Reference Pool due to principal payments in full, delinquencies, bankruptcy filings, removal as part of Freddie Mac's quality control process and/or removal as part of the Third-Party Diligence Provider's review process.

## ANNEX 1-D

### THE REFERENCE OBLIGATIONS IN REFERENCE POOL D

Unless otherwise noted, the statistical information presented in this Memorandum concerning Reference Pool D is based on the characteristics of the Corresponding Reference Obligations as of the Cut-off Date. In addition, unless otherwise noted, references to a percentage of Reference Obligations in this section refer to a percentage of Reference Obligations by Reference Pool D Cut-off Date Balance.

This Annex 1-D generally describes some of the material characteristics of Reference Pool D. Certain loan-level information for the Corresponding Reference Obligations may be accessed through Freddie Mac's website at [http://www.freddiemac.com/creditriskofferings/security\\_data.html](http://www.freddiemac.com/creditriskofferings/security_data.html).

The figures in this discussion may not correspond exactly to the related figures in the collateral stratification tables due to rounding differences. Prior to the Closing Date, Corresponding Reference Obligations will not be removed or substituted from Reference Pool D. We believe that the information set forth in the Memorandum and in this Annex 1-D is representative of the characteristics of the Corresponding Reference Pool as such Corresponding Reference Pool will be constituted as of the Closing Date.

The Corresponding Reference Obligations were originated on or after the applicable date referenced in clause (b) of the definition of Reference Pool D Initial Cohort Pool. We determined the population of Reference Pool D by selecting mortgage loans that meet the Reference Pool D Eligibility Criteria.

#### Selected Reference Obligation Data as of the Cut-off Date

	Range or Total	Average or Weighted Average
Number of Reference Obligations . . . . .	117,343	—
Aggregate Original Principal Balance <sup>(1)</sup> . . . . .	\$27,862,802,000	—
Original Principal Balance <sup>(1)</sup> . . . . .	\$14,000 to \$1,000,000	\$237,448
Aggregate Principal Balance (truncated) . . . . .	\$26,230,612,115	—
Principal Balance . . . . .	\$2 to \$958,009	\$223,538
Mortgage Rate . . . . .	2.750% to 6.156%	4.383%
Remaining Term to Maturity (months) . . . . .	220 to 334	331
Original Term to Maturity (months) . . . . .	252 to 360	360
Loan Age (months) . . . . .	26 to 33	28
Original LTV Ratio . . . . .	61% to 80%	76%
Original CLTV Ratio . . . . .	61% to 97%	77%
ELTV Ratio <sup>(2)</sup> . . . . .	1% to 322%	66%
Original DTI Ratio <sup>(3)</sup> . . . . .	1% to 50%	36%
Original Credit Score <sup>(4)</sup> . . . . .	600 to 832	749
Updated Credit Score <sup>(5)</sup> . . . . .	435 to 844	753
Latest Maturity Date . . . . .	August 2047	—

(1) The original UPB of each Reference Obligation is rounded to the nearest \$1,000.

(2) Calculated based on those Reference Obligations that had non-zero ELTV ratios.

(3) Calculated based only on those Reference Obligations that had non-zero original DTI ratios.

(4) Calculated based only on those Reference Obligations that had non-zero original Credit Scores for the mortgagors.

(5) Calculated based only on those Reference Obligations that had non-zero updated Credit Scores for the mortgagors.

#### Top Five Geographic Concentration of Mortgaged Properties

California . . . . .	17.72%
Texas . . . . .	7.85%
Florida . . . . .	6.62%
Colorado . . . . .	4.48%
New York . . . . .	4.37%
Maximum Three-Digit Zip Code Concentration . . . . .	1.56%

The characteristics of Reference Pool D will change from time to time to reflect subsequent payments, prepayments and Credit Events with respect to Reference Obligations included in Reference Pool D. In addition, the characteristics of Reference Pool D may change after the issuance of the Notes as a result of Reference Pool Removals.

See “Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Senior Reduction Amount and Subordinate Reduction Amount” for a description of how Reference Pool Removals affect the Notes. In the event that a Reference Obligation that was previously removed from the Reference Pool is discovered to have been removed in error, such Reference Obligation will be reinstated into the Reference Pool. See “Description of the Notes — Hypothetical Structure and Calculations with respect to the Reference Tranches — Allocation of Tranche Write-up Amounts”. See “General Mortgage Loan Purchase and Servicing — Servicing Standards” and “— Quality Control Process” in Appendix B for a description of how Major Servicing Defects, Minor Servicing Defects and Underwriting Defects may be discovered through Freddie Mac’s quality control processes.

The table below summarizes (i) the mortgage loans in the Reference Pool D Initial Cohort Pool that were excluded from Reference Pool D due to delinquencies, payoffs, borrower bankruptcy filings, quality control removals and data reconciliation or corrected data removals, as applicable, and (ii) the Corresponding Reference Obligations.

Category	Number of Mortgage Loans	Aggregate Original Principal Balance (\$) <sup>(1)</sup>	Average Original Principal Balance (\$) <sup>(1)</sup>	Non-Zero Weighted Average Original Credit Score	Weighted Average Original LTV Ratio (%)	Non-Zero Weighted Average Original DTI Ratio (%)
Reference Pool D Initial Cohort Pool	146,937	35,265,534,000	240,004	747	76	36
less mortgage loans that were repurchased or removed by quality control process <sup>(2)</sup>	36	9,797,000	272,139	738	76	38
less mortgage loans that were paid in full	25,845	6,545,629,000	253,265	743	76	36
less mortgage loans that were removed due to having failed delinquency criteria or the borrower having filed for bankruptcy	3,713	847,306,000	228,200	712	76	38
<b>Reference Pool D</b>	<b>117,343</b>	<b>27,862,802,000</b>	<b>237,448</b>	<b>749</b>	<b>76</b>	<b>36</b>

(1) The original UPB of each Reference Obligation is rounded to the nearest \$1,000.

(2) Includes mortgage loans removed as a result of the findings of the Third-Party Diligence Provider, if applicable. Also includes mortgage loans repurchased by the seller/servicer as a result of their internal quality control process and/or voluntarily repurchased by the seller/servicer.

The table below summarizes the delinquency status as of October 31, 2019, of the mortgage loans that were excluded from Reference Pool D due to having been reported 30 days or more delinquent in the last six months or due to having been reported 30 days or more delinquent more than once in the last 12 months.

<b>Reference Pool D Initial Cohort Pool Total Number of Mortgage Loans</b>	<b>146,937</b>	
	<b>Number of Mortgage Loans</b>	<b>% of Reference Pool D Initial Cohort Pool</b>
<b>Total Delinquency/Bankruptcy Removals</b>	3,713	2.527%
<b>Mortgage Loans with Current Status</b>	2,461	1.675%
<b>Mortgage Loans with Delinquent Status</b>	1,252	0.852%
30-59 days delinquent	807	0.549%
60-89 days delinquent	174	0.118%
90-119 days delinquent	69	0.047%
120-149 days delinquent	37	0.025%
150-179 days delinquent	40	0.027%
180 days or more delinquent <sup>(1)</sup>	125	0.085%

(1) Includes 21 mortgage loans which are REO acquisitions.



## Collateral Stratification Tables

### Reference Pool D as of the Cut-off Date

#### Amortization Type of the Reference Obligations

Amortization Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Fixed Rate . . . . .	117,343	26,230,612,115.26	100.00	223,537.94	4.383	749	753	76	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

#### Principal Balance of the Reference Obligations at Origination

Range of Original Principal Balances (\$)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
0.01 to 25,000.00 . . . . .	37	765,884.88	0.00	20,699.59	4.998	744	743	77	77	44
25,000.01 to 50,000.00 . . . . .	1,059	42,442,892.67	0.16	40,078.27	4.834	742	741	76	76	53
50,000.01 to 75,000.00 . . . . .	3,761	228,266,077.08	0.87	60,692.92	4.707	745	746	76	76	59
75,000.01 to 100,000.00 . . . . .	6,954	589,159,073.94	2.25	84,722.33	4.610	744	747	76	76	61
100,000.01 to 125,000.00 . . . . .	9,289	991,385,787.76	3.78	106,726.86	4.550	745	749	76	76	62
125,000.01 to 150,000.00 . . . . .	10,895	1,416,317,644.54	5.40	129,997.03	4.491	747	752	76	76	63
150,000.01 to 200,000.00 . . . . .	21,503	3,565,396,225.98	13.59	165,809.25	4.429	748	753	76	76	64
200,000.01 to 250,000.00 . . . . .	17,185	3,653,872,482.09	13.93	212,619.87	4.379	749	753	76	76	65
250,000.01 to 300,000.00 . . . . .	14,769	3,824,412,855.57	14.58	258,948.67	4.342	750	756	77	77	66
300,000.01 to 350,000.00 . . . . .	10,580	3,238,276,642.50	12.35	306,075.30	4.318	750	755	77	77	67
350,000.01 to 400,000.00 . . . . .	8,731	3,090,548,385.95	11.78	353,974.16	4.308	751	754	77	77	67
400,000.01 to 450,000.00 . . . . .	7,755	3,070,335,020.90	11.71	395,916.83	4.325	747	748	75	77	66
450,000.01 to 500,000.00 . . . . .	1,479	668,196,057.45	2.55	451,789.09	4.423	750	751	75	76	67
500,000.01 to 550,000.00 . . . . .	1,187	590,210,978.92	2.25	497,229.13	4.409	751	752	75	76	67
550,000.01 to 600,000.00 . . . . .	1,043	569,490,582.81	2.17	546,012.06	4.379	752	751	75	77	67
600,000.01 to 650,000.00 . . . . .	895	531,957,320.69	2.03	594,365.72	4.411	747	745	74	76	66
650,000.01 to 700,000.00 . . . . .	72	45,923,025.56	0.18	637,819.80	4.597	761	753	73	73	65
700,000.01 to 750,000.00 . . . . .	49	33,757,723.26	0.13	688,933.13	4.549	758	749	74	75	71
750,000.01 to 800,000.00 . . . . .	38	28,488,585.21	0.11	749,699.61	4.566	763	751	74	74	67
800,000.01 to 850,000.00 . . . . .	36	28,071,795.83	0.11	779,772.11	4.637	756	761	71	71	73
850,000.01 to 900,000.00 . . . . .	5	4,177,813.42	0.02	835,562.68	4.522	775	768	75	75	89
900,000.01 and greater . . . . .	21	19,159,258.25	0.07	912,345.63	4.600	760	734	72	72	83
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The average principal balance of the Reference Obligations at origination was approximately \$237,447.50.

\* Amounts may not add up to the totals shown due to rounding.

## Principal Balance of the Reference Obligations

Range of Principal Balances (\$)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
0.01 to 25,000.00	209	3,227,095.72	0.01	15,440.65	4.603	764	766	76	76	20
25,000.01 to 50,000.00	1,571	64,756,594.53	0.25	41,219.98	4.745	748	749	76	76	47
50,000.01 to 75,000.00	4,508	287,609,555.82	1.10	63,799.81	4.663	747	749	76	76	56
75,000.01 to 100,000.00	8,229	731,586,371.72	2.79	88,903.44	4.585	746	749	76	76	60
100,000.01 to 125,000.00	10,334	1,166,652,262.79	4.45	112,894.55	4.526	746	751	76	76	62
125,000.01 to 150,000.00	11,151	1,532,259,489.49	5.84	137,410.05	4.476	748	753	76	76	63
150,000.01 to 200,000.00	21,773	3,802,770,555.45	14.50	174,655.33	4.416	749	754	76	76	64
200,000.01 to 250,000.00	17,757	3,989,047,693.03	15.21	224,646.49	4.366	749	754	76	77	66
250,000.01 to 300,000.00	13,656	3,744,483,565.53	14.28	274,200.61	4.337	750	755	77	77	67
300,000.01 to 350,000.00	10,265	3,326,393,795.92	12.68	324,052.00	4.313	750	754	77	77	67
350,000.01 to 400,000.00	8,545	3,209,155,492.05	12.23	375,559.45	4.314	749	753	76	77	67
400,000.01 to 450,000.00	5,152	2,116,769,634.63	8.07	410,863.67	4.348	746	745	74	77	66
450,000.01 to 500,000.00	1,487	705,454,035.20	2.69	474,414.28	4.416	750	752	75	76	67
500,000.01 to 550,000.00	1,051	550,214,465.49	2.10	523,515.19	4.408	751	751	75	76	67
550,000.01 to 600,000.00	963	553,262,987.51	2.11	574,520.24	4.389	751	749	75	76	67
600,000.01 to 650,000.00	517	315,838,611.00	1.20	610,906.40	4.441	745	742	73	75	66
650,000.01 to 700,000.00	57	38,378,076.00	0.15	673,299.58	4.563	759	747	74	75	66
700,000.01 to 750,000.00	37	26,809,440.91	0.10	724,579.48	4.559	758	757	73	73	74
750,000.01 to 800,000.00	54	41,799,323.15	0.16	774,061.54	4.620	759	755	72	72	71
800,000.01 to 850,000.00	6	4,925,197.84	0.02	820,866.31	4.474	769	752	76	76	89
850,000.01 to 900,000.00	6	5,251,388.10	0.02	875,231.35	4.686	769	732	74	74	61
900,000.01 and greater	15	13,966,483.38	0.05	931,098.89	4.568	758	740	71	71	87
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The average principal balance of the Reference Obligations as of the Cut-off Date is approximately \$223,537.94.

## Mortgage Rate of the Reference Obligations

Range of Mortgage Rates (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
2.750 to 2.874	1	129,898.70	0.00	129,898.70	2.750	770	795	64	64	57
3.250 to 3.374	2	605,233.72	0.00	302,616.86	3.250	793	802	71	71	59
3.375 to 3.499	17	4,549,110.65	0.02	267,594.74	3.414	766	782	76	76	67
3.500 to 3.624	71	18,480,746.70	0.07	260,292.21	3.502	765	765	74	74	63
3.625 to 3.749	237	66,822,730.72	0.25	281,952.45	3.633	769	772	75	75	65
3.750 to 3.874	713	189,280,272.89	0.72	265,470.23	3.758	768	771	75	76	65
3.875 to 3.999	4,671	1,192,234,111.73	4.55	255,241.73	3.922	768	769	75	76	66
4.000 to 4.124	8,539	2,110,567,849.17	8.05	247,168.03	4.003	770	772	76	77	66
4.125 to 4.249	18,676	4,580,652,570.04	17.46	245,269.47	4.128	765	768	76	77	66
4.250 to 4.374	17,567	4,164,211,712.29	15.88	237,047.40	4.251	758	761	76	77	66
4.375 to 4.499	17,659	4,089,048,266.42	15.59	231,556.05	4.379	750	754	76	77	66
4.500 to 4.624	15,222	3,390,653,711.52	12.93	222,746.93	4.502	740	744	76	77	65
4.625 to 4.749	9,126	1,976,509,118.00	7.54	216,580.00	4.626	730	737	76	77	65
4.750 to 4.874	7,973	1,545,592,631.34	5.89	193,853.33	4.751	726	732	76	76	65
4.875 to 4.999	8,548	1,579,842,304.19	6.02	184,820.11	4.893	721	726	76	76	65
5.000 to 5.124	2,746	480,178,587.51	1.83	174,864.74	5.001	724	731	76	76	65
5.125 to 5.249	2,498	395,373,268.23	1.51	158,275.93	5.126	722	729	76	77	64
5.250 to 5.374	1,668	242,356,806.55	0.92	145,297.85	5.250	711	715	76	77	64
5.375 to 5.499	752	109,338,770.40	0.42	145,397.30	5.375	704	710	77	77	65
5.500 to 5.624	377	56,125,201.68	0.21	148,873.21	5.500	692	703	76	77	64
5.625 to 5.749	142	22,367,784.36	0.09	157,519.61	5.625	681	696	77	77	63
5.750 to 5.874	91	11,587,699.21	0.04	127,337.35	5.753	679	697	78	78	64
5.875 to 5.999	35	3,238,356.12	0.01	92,524.46	5.875	682	703	78	78	62
6.000 to 6.124	7	453,423.77	0.00	64,774.82	6.000	682	699	79	79	53
6.125 to 6.249	5	411,949.35	0.00	82,389.87	6.132	693	723	76	76	64
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The weighted average mortgage rate of the Reference Obligations as of the Cut-off Date is approximately 4.383%.

\* Amounts may not add up to the totals shown due to rounding.

### Loan Age of the Reference Obligations

Loan Age (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
26	5,405	1,244,976,727.78	4.75	230,337.97	4.233	751	754	76	77	67
27	24,380	5,727,532,975.37	21.84	234,927.52	4.282	751	753	76	77	67
28	31,448	7,156,921,174.58	27.28	227,579.53	4.354	749	753	76	77	66
29	26,541	5,778,804,800.10	22.03	217,731.24	4.468	749	752	76	77	65
30	22,189	4,798,231,332.32	18.29	216,243.69	4.461	747	752	76	77	65
31	5,988	1,262,105,074.79	4.81	210,772.39	4.455	746	752	76	76	64
32	1,385	260,475,564.23	0.99	188,069.00	4.464	745	752	75	76	63
33	7	1,564,466.09	0.01	223,495.16	4.301	735	744	74	74	59
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The weighted average loan age of the Reference Obligations as of the Cut-off Date is approximately 28 months.

### LTV Ratio of the Reference Obligations at Origination

Range of Original LTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
61 to 65	7,994	1,783,936,528.61	6.80	223,159.44	4.341	746	754	63	65	55
66 to 70	13,645	3,191,122,213.97	12.17	233,867.51	4.390	742	747	68	70	60
71 to 75	25,322	5,626,801,549.35	21.45	222,210.00	4.446	751	754	74	75	64
76 to 80	70,382	15,628,751,823.33	59.58	222,056.09	4.364	750	753	80	80	69
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The weighted average LTV ratio of the Reference Obligations at origination was approximately 76%.

### CLTV Ratio of the Reference Obligations at Origination

Range of Original CLTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
61 to 65	7,615	1,651,655,757.79	6.30	216,895.04	4.343	747	755	63	63	55
66 to 70	13,089	2,989,385,409.31	11.40	228,389.14	4.391	742	748	68	69	59
71 to 75	24,555	5,342,784,691.27	20.37	217,584.39	4.448	751	755	74	74	64
76 to 80	69,313	15,300,667,220.54	58.33	220,747.44	4.359	750	753	80	80	68
81 to 85	390	126,034,211.53	0.48	323,164.64	4.396	746	737	73	84	65
86 to 90	1,737	614,518,412.48	2.34	353,781.47	4.442	746	738	75	90	67
91 to 95	638	204,262,079.51	0.78	320,160.00	4.480	741	736	77	95	69
96 to 97	6	1,304,332.83	0.00	217,388.81	4.392	752	763	77	97	63
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The weighted average CLTV ratio of the Reference Obligations at origination was approximately 77%.

\* Amounts may not add up to the totals shown due to rounding.

### ELTV Ratio of the Reference Obligations

Range of ELTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	7,178	1,504,913,178.29	5.74	209,656.34	4.492	754	757	75	75	N/A
1 to 5	61	556,991.30	0.00	9,131.00	4.326	778	783	75	76	4
6 to 10	95	2,862,669.15	0.01	30,133.36	4.248	778	787	74	74	8
11 to 15	129	5,825,829.12	0.02	45,161.47	4.342	775	781	76	76	13
16 to 20	193	12,738,094.02	0.05	66,000.49	4.321	776	778	75	75	18
21 to 25	244	18,384,900.85	0.07	75,347.95	4.372	771	777	75	76	23
26 to 30	358	33,522,661.02	0.13	93,638.72	4.370	764	771	75	76	28
31 to 35	504	51,017,556.59	0.19	101,225.31	4.423	763	769	75	75	33
36 to 40	681	79,711,139.82	0.30	117,050.13	4.438	758	764	75	75	38
41 to 45	1,095	138,917,989.90	0.53	126,865.74	4.436	754	762	73	73	43
46 to 50	2,896	441,434,696.69	1.68	152,429.11	4.426	751	758	69	70	48
51 to 55	8,047	1,502,456,933.90	5.73	186,710.19	4.399	746	753	68	69	53
56 to 60	15,893	3,300,369,996.12	12.58	207,661.86	4.401	747	751	71	72	58
61 to 65	24,805	5,462,441,743.73	20.82	220,215.35	4.399	748	751	75	76	63
66 to 70	31,213	7,464,043,151.01	28.46	239,132.51	4.364	749	753	78	79	68
71 to 75	18,745	4,833,605,029.96	18.43	257,861.03	4.339	750	752	79	80	73
76 to 80	4,123	1,089,948,548.15	4.16	264,358.12	4.358	748	750	79	80	77
81 to 85	588	148,540,000.65	0.57	252,619.05	4.417	747	753	78	79	82
86 to 90	160	40,106,178.23	0.15	250,663.61	4.470	750	751	77	77	88
91 to 95	86	25,090,264.78	0.10	291,747.26	4.487	744	745	76	77	93
96 to 100	64	18,060,287.59	0.07	282,191.99	4.457	748	747	76	77	98
101 to 105	46	12,323,719.26	0.05	267,906.94	4.493	739	761	76	76	103
106 to 110	31	10,136,959.35	0.04	326,998.69	4.442	745	738	73	73	108
111 to 115	17	5,583,936.56	0.02	328,466.86	4.363	750	756	74	75	113
116 to 120	12	5,258,672.49	0.02	438,222.71	4.511	751	743	75	75	118
121 to 125	13	2,736,245.89	0.01	210,480.45	4.361	748	757	75	75	123
126 to 130	9	3,171,964.29	0.01	352,440.48	4.545	728	762	73	73	128
131 to 135	5	1,305,260.02	0.00	261,052.00	4.506	755	733	77	77	131
136 to 140	5	1,255,207.56	0.00	251,041.51	4.181	746	749	75	75	137
141 to 145	5	1,495,820.91	0.01	299,164.18	4.607	746	759	77	77	143
146 to 150	4	1,137,831.14	0.00	284,457.79	4.767	705	736	78	78	149
151 to 155	3	697,927.50	0.00	232,642.50	4.333	721	703	75	75	153
156 to 160	4	1,582,366.71	0.01	395,591.68	4.727	734	779	76	78	158
161 to 165	1	447,610.68	0.00	447,610.68	4.490	790	813	75	75	165
166 to 170	4	1,172,372.67	0.00	293,093.17	4.204	761	764	80	80	167
171 to 175	2	773,628.28	0.00	386,814.14	4.044	746	750	71	71	172
176 to 180	2	585,105.43	0.00	292,552.72	4.250	710	694	77	85	176
181 to 185	5	1,125,630.39	0.00	225,126.08	4.528	725	744	77	77	182
191 to 195	2	270,831.81	0.00	135,415.91	4.719	725	752	77	77	195
196 to 200	2	862,906.66	0.00	431,453.33	4.286	720	726	79	79	197
201 and greater	13	4,140,276.79	0.02	318,482.83	4.327	756	762	79	80	243
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The non-zero weighted average ELTV ratio of the Reference Obligations as of the Cut-off Date is approximately 66%.

### Credit Score of the Mortgagors of the Reference Obligations at Origination

Range of Original Credit Scores	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	43	7,660,093.32	0.03	178,141.71	4.355	N/A	752	77	77	64
600 to 619	75	12,403,006.44	0.05	165,373.42	4.692	612	651	74	74	65
620 to 639	1,497	289,384,048.69	1.10	193,309.32	4.796	630	652	75	75	64
640 to 659	2,950	590,261,303.77	2.25	200,088.58	4.754	650	669	75	75	65
660 to 679	5,435	1,132,573,430.96	4.32	208,385.18	4.693	670	687	75	76	65
680 to 699	9,069	1,975,624,353.93	7.53	217,843.68	4.557	690	706	76	76	65
700 to 719	12,450	2,823,340,462.64	10.76	226,774.33	4.478	709	725	76	77	66
720 to 739	13,875	3,217,299,424.94	12.27	231,877.44	4.384	729	741	76	77	66
740 to 759	16,047	3,712,241,319.92	14.15	231,335.53	4.323	750	754	76	77	66
760 to 779	19,063	4,387,353,069.80	16.73	230,150.19	4.311	770	769	76	77	66
780 to 799	22,733	5,148,342,596.59	19.63	226,470.00	4.288	790	783	76	77	66
800 to 819	13,753	2,867,578,364.40	10.93	208,505.66	4.286	807	795	76	76	65
820 to 839	353	66,550,639.86	0.25	188,528.72	4.310	822	808	75	75	64
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The non-zero weighted average Credit Score of the mortgagors of the Reference Obligations at origination was approximately 749.

\* Amounts may not add up to the totals shown due to rounding.

## Updated Credit Score of the Mortgagors of the Reference Obligations

Range of Updated Credit Scores	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	562	74,556,944.81	0.28	132,663.60	4.605	748	N/A	76	76	63
420 to 439	1	221,362.18	0.00	221,362.18	4.625	697	435	80	80	71
440 to 459	10	2,174,532.26	0.01	217,453.23	4.486	685	454	70	70	61
460 to 479	35	7,042,525.70	0.03	201,215.02	4.627	680	473	74	74	65
480 to 499	103	18,510,434.31	0.07	179,712.95	4.698	680	492	75	75	64
500 to 519	198	41,855,715.96	0.16	211,392.50	4.584	684	510	76	77	66
520 to 539	285	57,578,595.79	0.22	202,030.16	4.594	685	530	75	76	65
540 to 559	413	82,905,689.37	0.32	200,740.17	4.620	686	551	76	77	65
560 to 579	506	103,980,102.86	0.40	205,494.27	4.594	687	570	76	76	66
580 to 599	781	169,518,657.16	0.65	217,053.34	4.599	685	590	76	77	66
600 to 619	1,132	242,132,367.80	0.92	213,897.85	4.595	688	611	76	76	65
620 to 639	1,730	365,345,307.56	1.39	211,182.26	4.559	698	630	76	77	66
640 to 659	2,835	637,237,496.48	2.43	224,775.13	4.560	699	650	76	77	66
660 to 679	4,386	979,798,590.87	3.74	223,392.29	4.541	705	670	76	77	66
680 to 699	6,244	1,412,755,644.48	5.39	226,258.11	4.509	711	690	76	77	66
700 to 719	8,314	1,889,794,456.49	7.20	227,302.68	4.480	718	710	76	77	66
720 to 739	10,311	2,343,665,749.52	8.93	227,297.62	4.432	730	730	76	77	66
740 to 759	14,633	3,350,555,232.78	12.77	228,972.54	4.389	743	750	76	77	66
760 to 779	20,092	4,551,118,764.81	17.35	226,513.97	4.345	757	770	76	77	66
780 to 799	23,926	5,437,974,996.58	20.73	227,283.08	4.305	772	789	76	77	66
800 to 819	15,404	3,338,035,531.25	12.73	216,699.27	4.289	782	808	76	76	65
820 to 839	5,220	1,080,529,902.70	4.12	206,998.07	4.301	790	826	76	76	65
840 to 859	222	43,323,513.54	0.17	195,150.96	4.313	790	841	75	76	65
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The non-zero weighted average updated Credit Score of the mortgagors of the Reference Obligations was approximately 753.

## DTI Ratio of the Reference Obligations at Origination

Range of Original DTI Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	9	1,734,002.24	0.01	192,666.92	4.847	739	752	73	73	56
1 to 20	9,390	1,841,553,777.69	7.02	196,118.61	4.316	765	770	76	76	65
21 to 25	11,240	2,362,985,579.13	9.01	210,230.03	4.317	760	766	76	77	66
26 to 30	15,300	3,292,128,571.16	12.55	215,171.80	4.349	754	760	76	77	66
31 to 35	18,098	3,980,907,429.31	15.18	219,963.94	4.375	750	755	76	77	66
36 to 40	21,655	4,866,012,537.06	18.55	224,706.19	4.410	745	748	76	77	66
41 to 45	28,271	6,568,244,086.14	25.04	232,331.51	4.444	737	741	76	77	65
46 to 50	13,380	3,317,046,132.53	12.65	247,910.77	4.349	755	753	75	76	65
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The non-zero weighted average DTI ratio of the Reference Obligations at origination was approximately 36%.

## Occupancy Type of the Reference Obligations

Occupancy Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Primary Residence	92,466	21,638,144,725.07	82.49	234,011.90	4.328	747	751	76	77	66
Investment Property	18,115	3,206,785,192.90	12.23	177,023.75	4.800	758	759	74	74	63
Second Home	6,762	1,385,682,197.29	5.28	204,921.95	4.281	763	766	77	77	65
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

\* Amounts may not add up to the totals shown due to rounding.

### Loan Purpose of the Reference Obligations

Loan Purpose	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Purchase . . . . .	76,900	17,302,006,371.41	65.96	224,993.58	4.329	755	757	77	78	66
Cash-out Refinance . . . . .	26,850	5,805,254,751.61	22.13	216,210.61	4.561	735	742	74	74	64
No Cash-out Refinance . . . . .	13,593	3,123,350,992.24	11.91	229,776.43	4.350	741	746	74	74	64
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

### Property Type of the Reference Obligations

Property Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Single Family . . . . .	72,998	16,008,946,344.62	61.03	219,306.64	4.401	747	750	76	76	65
Planned Unit Development . . . . .	32,344	7,791,754,574.49	29.70	240,902.63	4.347	751	755	76	77	66
Condominium . . . . .	11,240	2,318,718,681.45	8.84	206,291.70	4.380	757	762	76	76	66
Manufactured Housing . . . . .	511	59,726,713.49	0.23	116,882.02	4.522	747	752	77	77	N/A
Co-operative . . . . .	250	51,465,801.21	0.20	205,863.20	4.264	760	765	77	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

\* Amounts may not add up to the totals shown due to rounding.



## Geographic Concentration of the Mortgaged Properties (State or Territory)

State or Territory	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
California	14,484	4,646,818,125.79	17.72	320,824.23	4.428	744	747	74	75	64
Texas	9,851	2,057,823,189.77	7.85	208,894.85	4.416	746	747	77	78	68
Florida	8,918	1,735,600,605.02	6.62	194,617.70	4.443	746	751	76	77	65
Colorado	4,374	1,174,950,639.49	4.48	268,621.55	4.391	751	754	76	76	64
New York	4,079	1,145,379,874.72	4.37	280,799.18	4.423	747	746	75	76	65
Illinois	5,557	1,111,243,239.35	4.24	199,971.79	4.323	754	759	77	78	70
Washington	3,993	1,085,883,411.97	4.14	271,946.76	4.388	752	759	76	76	63
New Jersey	3,318	862,837,351.17	3.29	260,047.42	4.375	748	747	76	77	68
Arizona	3,797	765,267,479.40	2.92	201,545.29	4.457	751	754	76	77	62
Georgia	3,515	706,495,263.87	2.69	200,994.39	4.351	749	754	77	78	65
Virginia	2,716	696,033,038.28	2.65	256,271.37	4.327	754	759	76	77	68
Oregon	2,713	694,438,932.54	2.65	255,967.17	4.420	752	760	75	76	66
North Carolina	3,464	665,979,518.80	2.54	192,257.37	4.340	754	760	77	77	66
Michigan	3,992	646,879,694.01	2.47	162,044.01	4.353	747	752	77	77	65
Massachusetts	2,184	618,713,848.71	2.36	283,293.89	4.328	746	749	75	76	65
Pennsylvania	3,152	580,803,658.52	2.21	184,265.12	4.355	752	755	77	78	67
Minnesota	2,759	559,282,562.07	2.13	202,712.06	4.310	756	761	77	78	67
Ohio	3,733	543,574,791.85	2.07	145,613.39	4.328	750	756	77	77	66
Maryland	1,850	474,084,062.32	1.81	256,261.66	4.357	749	756	76	78	70
Utah	1,931	442,009,716.56	1.69	228,901.98	4.358	750	752	76	76	60
Tennessee	2,287	436,085,041.96	1.66	190,679.95	4.379	749	755	76	77	65
Wisconsin	2,209	381,136,300.85	1.45	172,537.94	4.244	755	763	77	77	65
Indiana	2,416	353,893,301.30	1.35	146,479.02	4.369	749	755	77	78	64
Missouri	2,158	353,831,888.81	1.35	163,962.88	4.340	751	755	77	77	68
Nevada	1,567	336,019,332.06	1.28	214,434.80	4.495	749	749	76	77	61
South Carolina	1,605	301,652,227.09	1.15	187,945.31	4.370	750	757	77	77	66
Connecticut	1,034	235,059,370.98	0.90	227,330.15	4.332	747	749	77	77	71
Louisiana	1,113	214,708,513.71	0.82	192,909.72	4.390	745	744	76	77	72
Kentucky	1,341	211,249,729.48	0.81	157,531.49	4.321	751	754	77	77	68
Alabama	1,053	192,095,084.04	0.73	182,426.48	4.340	753	759	77	77	67
Hawaii	442	176,009,052.83	0.67	398,210.53	4.269	751	753	75	75	66
Idaho	904	166,441,245.82	0.63	184,116.42	4.382	752	756	76	77	56
Kansas	904	151,631,879.44	0.58	167,734.38	4.297	753	758	77	77	67
Oklahoma	926	150,040,000.58	0.57	162,030.24	4.401	750	754	77	78	70
Iowa	895	149,175,890.79	0.57	166,676.97	4.217	757	762	77	78	69
Arkansas	730	123,198,720.40	0.47	168,765.37	4.321	753	756	77	77	69
Montana	564	121,975,113.50	0.47	216,267.93	4.325	753	759	76	77	65
New Hampshire	486	105,540,168.38	0.40	217,160.84	4.319	748	750	77	77	65
Maine	469	88,489,416.36	0.34	188,676.79	4.326	754	755	76	77	64
District of Columbia	233	88,149,464.46	0.34	378,323.88	4.339	757	762	75	76	66
New Mexico	478	84,655,575.57	0.32	177,103.71	4.437	754	755	77	77	65
Nebraska	485	77,525,528.42	0.30	159,846.45	4.328	755	758	77	78	66
Delaware	360	76,824,031.05	0.29	213,400.09	4.333	755	758	76	77	68
Vermont	372	75,297,606.45	0.29	202,412.92	4.182	758	760	76	76	69
Rhode Island	360	75,076,465.47	0.29	208,545.74	4.359	747	750	76	76	63
Mississippi	337	58,212,297.54	0.22	172,736.79	4.378	743	742	77	77	71
North Dakota	293	55,721,002.32	0.21	190,174.07	4.202	751	761	76	77	70
Alaska	219	50,569,677.37	0.19	230,911.77	4.393	749	754	76	76	70
West Virginia	304	43,730,522.71	0.17	143,850.40	4.385	748	750	76	77	69
Wyoming	175	36,913,594.65	0.14	210,934.83	4.343	749	749	76	77	64
South Dakota	192	34,324,610.19	0.13	178,774.01	4.255	754	762	77	77	67
Virgin Islands	18	5,224,534.15	0.02	290,251.90	4.433	751	760	76	76	N/A
Guam	20	3,891,627.08	0.01	194,581.35	4.178	743	734	75	76	N/A
Puerto Rico	14	2,164,295.24	0.01	154,592.52	4.275	749	767	77	77	N/A
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

\* Amounts may not add up to the totals shown due to rounding.

## Geographic Concentration of the Mortgaged Properties (Top 10 Metropolitan Statistical Areas (“MSA”))

Top 10 MSAs	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Los Angeles-Long Beach-Glendale, CA . . .	3,095	1,147,075,890.75	4.37	370,622.26	4.434	743	744	74	74	63
New York-Jersey City-White Plains, NY-NJ . . . . .	2,300	798,113,676.39	3.04	347,005.95	4.459	747	745	75	75	65
Chicago-Naperville-Evanston, IL . . . . .	3,574	788,645,443.08	3.01	220,661.85	4.336	753	758	77	77	70
Denver-Aurora-Lakewood, CO . . . . .	2,507	707,150,082.27	2.70	282,070.24	4.396	749	753	75	76	64
Dallas-Plano-Irving, TX . . . . .	2,597	610,582,175.05	2.33	235,110.58	4.403	745	746	77	78	69
Riverside-San Bernardino-Ontario, CA . . . .	2,348	609,624,347.46	2.32	259,635.58	4.439	740	741	75	76	65
Phoenix-Mesa-Chandler, AZ . . . . .	2,836	585,680,513.11	2.23	206,516.40	4.452	750	753	76	77	62
Washington-Arlington-Alexandria, DC-VA-MD-WV . . . . .	1,817	571,471,056.09	2.18	314,513.51	4.316	752	757	76	77	67
Seattle-Bellevue-Kent, WA . . . . .	1,697	558,596,432.37	2.13	329,167.02	4.363	752	760	75	76	64
Atlanta-Sandy Springs-Alpharetta, GA . . . .	2,494	531,929,251.86	2.03	213,283.58	4.352	750	753	77	78	65
Other . . . . .	92,078	19,321,743,246.83	73.66	209,841.04	4.377	749	753	76	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

## Geographic Concentration of the Mortgaged Properties (Top 10 Three-Digit Zip Codes)

Top 10 Three-Digit Zip Codes	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
750xx . . . . .	1,674	408,077,657.15	1.56	243,773.99	4.378	745	746	77	78	69
945xx . . . . .	930	348,080,439.87	1.33	374,280.04	4.420	745	751	74	75	64
606xx . . . . .	1,131	276,381,978.80	1.05	244,369.57	4.362	755	763	76	77	71
917xx . . . . .	811	275,932,000.80	1.05	340,236.75	4.389	741	745	74	75	64
980xx . . . . .	837	268,921,837.06	1.03	321,292.52	4.342	752	758	75	76	64
913xx . . . . .	669	255,356,573.07	0.97	381,698.91	4.419	740	740	74	75	64
852xx . . . . .	1,131	250,090,802.23	0.95	221,123.61	4.441	752	754	77	77	62
300xx . . . . .	1,128	245,743,069.50	0.94	217,857.33	4.341	750	753	76	78	65
840xx . . . . .	958	232,308,793.24	0.89	242,493.52	4.345	750	750	76	77	61
800xx . . . . .	840	229,563,645.22	0.88	273,290.05	4.394	749	754	75	76	64
Other . . . . .	107,234	23,440,155,318.32	89.36	218,588.84	4.383	749	753	76	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

## Original Term to Maturity of the Reference Obligations

Original Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
240 to 259 . . . . .	2	517,226.61	0.00	258,613.31	4.458	761	771	74	74	62
260 to 279 . . . . .	61	11,371,298.36	0.04	186,414.73	4.464	738	738	73	73	62
280 to 299 . . . . .	33	6,051,406.71	0.02	183,375.96	4.445	748	746	74	74	61
300 to 319 . . . . .	685	131,731,659.13	0.50	192,308.99	4.398	740	744	75	75	64
320 to 339 . . . . .	50	10,343,069.78	0.04	206,861.40	4.370	750	746	75	76	65
340 to 359 . . . . .	51	10,296,485.68	0.04	201,891.88	4.241	749	767	75	75	65
360 . . . . .	116,461	26,060,300,968.99	99.35	223,768.48	4.383	749	753	76	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The weighted average original term to maturity of the Reference Obligations is approximately 360 months.

\* Amounts may not add up to the totals shown due to rounding.

## Remaining Term to Maturity of the Reference Obligations

Remaining Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
220 to 239 .....	16	2,967,711.79	0.01	185,481.99	4.332	750	740	74	74	63
240 to 259 .....	67	12,455,554.93	0.05	185,903.80	4.509	739	744	73	73	62
260 to 279 .....	674	130,232,091.42	0.50	193,222.69	4.400	740	744	75	75	64
280 to 299 .....	51	10,381,330.47	0.04	203,555.50	4.316	747	747	75	76	65
300 to 319 .....	34	5,524,288.12	0.02	162,479.06	4.466	751	748	75	75	62
320 to 334 .....	116,501	26,069,051,138.53	99.38	223,766.76	4.383	749	753	76	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

The weighted average remaining term to maturity of the Reference Obligations as of the Cut-off Date is approximately 331 months.

## Sellers of the Reference Obligations

Seller	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Wells Fargo Bank, N.A. ....	18,409	4,299,702,674.05	16.39	233,565.25	4.408	749	753	76	77	66
JPMorgan Chase Bank, N.A. ....	9,087	1,783,452,860.66	6.80	196,264.21	4.417	753	759	76	76	64
Caliber Home Loans, Inc. ....	5,680	1,387,603,268.67	5.29	244,296.35	4.353	750	748	76	77	66
AmeriHome Mortgage Company, LLC ....	4,650	1,089,732,397.98	4.15	234,351.05	4.460	741	744	77	77	66
Quicken Loans Inc. ....	5,343	1,029,224,628.38	3.92	192,630.48	4.504	734	737	75	75	65
U.S. Bank N.A. ....	4,172	863,411,883.38	3.29	206,953.95	4.340	754	757	76	77	65
loanDepot.com, LLC ....	2,868	737,711,147.44	2.81	257,221.46	4.386	746	749	76	76	66
Flagstar Bank, FSB ....	2,427	623,141,729.89	2.38	256,753.91	4.397	745	749	76	76	65
United Shore Financial Services, LLC ....	2,550	553,585,119.57	2.11	217,092.20	4.493	745	746	76	76	64
Suntrust Bank ....	2,135	525,536,595.73	2.00	246,152.97	4.297	753	759	76	77	66
Other ....	60,022	13,337,509,809.51	50.85	222,210.35	4.359	750	754	76	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

## Servicers of the Reference Obligations

Servicer	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Wells Fargo Bank, N.A. ....	18,583	4,341,729,373.76	16.55	233,639.85	4.409	749	753	76	77	66
JPMorgan Chase Bank, N.A. ....	10,973	2,203,900,342.13	8.40	200,847.57	4.410	752	757	76	76	65
Matrix Financial Services Corporation ....	6,279	1,487,746,037.87	5.67	236,939.96	4.355	751	755	76	77	66
New Residential Mortgage LLC ....	5,891	1,411,736,589.37	5.38	239,642.95	4.423	743	746	76	77	66
Caliber Home Loans, Inc. ....	5,678	1,387,136,037.74	5.29	244,300.11	4.353	750	748	76	77	66
U.S. Bank N.A. ....	4,602	980,277,165.84	3.74	213,011.12	4.336	753	756	76	77	65
Quicken Loans Inc. ....	4,945	930,833,136.49	3.55	188,237.24	4.509	733	737	75	75	65
Pingora Loan Servicing LLC ....	2,991	736,023,507.50	2.81	246,079.41	4.299	755	756	76	76	66
Specialized Loan Servicing LLC ....	2,940	703,029,791.12	2.68	239,125.78	4.413	747	751	76	77	66
Arvest Central Mortgage Company ....	2,955	650,977,686.89	2.48	220,297.02	4.319	754	757	77	77	66
Other ....	51,506	11,397,222,446.55	43.45	221,279.51	4.371	749	753	76	76	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

\* Amounts may not add up to the totals shown due to rounding.

### Origination Channel of the Reference Obligations

Origination Channel	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Retail . . . . .	66,657	14,380,907,518.03	54.82	215,744.90	4.371	749	754	76	76	66
Correspondent . . . . .	38,414	8,775,635,828.29	33.46	228,448.89	4.406	749	752	76	77	66
Broker . . . . .	12,272	3,074,068,768.94	11.72	250,494.52	4.378	748	749	76	76	65
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

### First Payment Date of the Reference Obligations

First Payment Date	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
February 2017 . . . . .	7	1,564,466.09	0.01	223,495.16	4.301	735	744	74	74	59
March 2017 . . . . .	1,385	260,475,564.23	0.99	188,069.00	4.464	745	752	75	76	63
April 2017 . . . . .	5,988	1,262,105,074.79	4.81	210,772.39	4.455	746	752	76	76	64
May 2017 . . . . .	22,189	4,798,231,332.32	18.29	216,243.69	4.461	747	752	76	77	65
June 2017 . . . . .	26,541	5,778,804,800.10	22.03	217,731.24	4.468	749	752	76	77	65
July 2017 . . . . .	31,448	7,156,921,174.58	27.28	227,579.53	4.354	749	753	76	77	66
August 2017 . . . . .	24,380	5,727,532,975.37	21.84	234,927.52	4.282	751	753	76	77	67
September 2017 . . . . .	5,405	1,244,976,727.78	4.75	230,337.97	4.233	751	754	76	77	67
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

### Maturity Date of the Reference Obligations

Maturity Date (year)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
2038 . . . . .	2	517,226.61	0.00	258,613.31	4.458	761	771	74	74	62
2039 . . . . .	15	2,700,524.90	0.01	180,034.99	4.335	744	733	75	75	63
2040 . . . . .	48	9,010,464.20	0.03	187,718.00	4.518	736	741	73	73	62
2041 . . . . .	30	5,610,895.67	0.02	187,029.86	4.421	749	743	74	74	61
2042 . . . . .	662	127,816,246.76	0.49	193,075.90	4.401	740	744	75	75	64
2043 . . . . .	24	4,016,232.67	0.02	167,343.03	4.327	743	753	74	74	62
2044 . . . . .	27	6,365,097.80	0.02	235,744.36	4.310	750	744	76	77	66
2045 . . . . .	25	4,203,032.95	0.02	168,121.32	4.494	748	745	75	75	61
2046 . . . . .	35	7,644,524.81	0.03	218,414.99	4.240	748	765	75	76	66
2047 . . . . .	116,475	26,062,727,868.89	99.36	223,762.42	4.383	749	753	76	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

### First Time Homebuyer

First Time Homebuyer	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
No . . . . .	94,884	21,128,163,979.58	80.55	222,673.62	4.406	750	753	76	76	65
Yes . . . . .	22,459	5,102,448,135.68	19.45	227,189.46	4.289	746	750	78	79	67
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

\* Amounts may not add up to the totals shown due to rounding.

### Number of Borrowers

Number of Borrowers	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
1	59,940	12,437,288,593.70	47.42	207,495.64	4.398	752	756	76	76	65
2	55,756	13,349,446,513.47	50.89	239,426.19	4.369	747	750	76	77	66
3	1,401	371,686,898.53	1.42	265,301.14	4.412	733	742	76	76	66
4	240	70,082,726.84	0.27	292,011.36	4.429	732	743	76	76	65
5	6	2,107,382.72	0.01	351,230.45	4.386	710	680	77	77	64
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

### Number of Units

Number of Units	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
1	112,816	25,023,262,775.34	95.40	221,805.97	4.368	749	753	76	77	66
2	3,050	739,592,210.08	2.82	242,489.25	4.666	752	752	73	73	64
3	802	253,410,760.91	0.97	315,973.52	4.708	752	749	73	73	71
4	675	214,346,368.93	0.82	317,550.18	4.747	756	756	73	73	70
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

### Lien Position of the Reference Obligations at Origination

Lien Position	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
First Lien	117,343	26,230,612,115.26	100.00	223,537.94	4.383	749	753	76	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

### Reference Obligations with Subordinate Financing at Origination

Reference Obligations with Subordinate Financing at Origination	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
No	113,902	25,054,420,588.19	95.52	219,964.71	4.381	749	753	76	76	66
Yes	3,441	1,176,191,527.07	4.48	341,816.78	4.420	745	738	74	87	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

### Mortgage Insurance Coverage Level

Mortgage Insurance Coverage Level (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
None	117,343	26,230,612,115.26	100.00	223,537.94	4.383	749	753	76	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

\* Amounts may not add up to the totals shown due to rounding.

### Delinquency Status of the Reference Obligations as of October 31, 2019

Delinquency Status	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Current . . . . .	117,343	26,230,612,115.26	100.00	223,537.94	4.383	749	753	76	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

### Historical Delinquency Status of the Reference Obligations as of October 31, 2019

Historical Delinquency Status	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Never Delinquent in past 24 months . . . . .	114,574	25,578,108,382.92	97.51	223,245.31	4.380	750	754	76	77	66
Never Delinquent in past 12 months . . . . .	1,710	405,686,529.28	1.55	237,243.58	4.511	726	708	75	76	66
Never Delinquent in past 6 months and 1 time 30 days delinquent in past 12 months . . . . .	1,059	246,817,203.06	0.94	233,066.29	4.494	723	693	76	76	65
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

### Reference Obligations Assessed Using ACE

Reference Obligations Assessed Using ACE	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Automated Collateral Evaluation . . . . .	88	27,353,536.73	0.10	310,835.64	4.086	748	745	74	74	64
Not Applicable . . . . .	117,255	26,203,258,578.53	99.90	223,472.42	4.383	749	753	76	77	66
<b>Total/Weighted Average:</b>	<b>117,343</b>	<b>26,230,612,115.26</b>	<b>100.00</b>	<b>223,537.94</b>	<b>4.383</b>	<b>749</b>	<b>753</b>	<b>76</b>	<b>77</b>	<b>66</b>

\* Amounts may not add up to the totals shown due to rounding.



## DUE DILIGENCE RESULTS AS DESCRIBED IN THE STACR 2018-DNA1 OFFERING CIRCULAR

ALL CAPITALIZED TERMS USED IN THIS SECTION “DUE DILIGENCE RESULTS AS DESCRIBED IN THE STACR 2018-DNA1 OFFERING CIRCULAR” AND NOT OTHERWISE DEFINED IN THIS SECTION WILL HAVE THE MEANINGS SET FORTH IN “SUPPLEMENTARY DEFINED TERMS FOR ANNEX I-D ONLY” ON PAGE 1-D-26.

### Results of Freddie Mac Quality Control

The table below summarizes, out of the initial cohort pool from the STACR 2018-DNA1 transaction, the number of mortgage loans that were reviewed as part of the quality control reviews conducted by Freddie Mac as described in the STACR 2018-DNA1 Offering Circular. Specifically, the table provides, of the mortgage loans subject to our quality control review, the proportion of loans that were randomly selected (the “Random Sample QC Selection”) and the proportion of loans that were chosen using a targeted selection process (the “Targeted Sample QC Review”). Further, of the Random Sample QC Selection, we display the proportion of mortgage loans that were only subject to a credit review (the “Random Sample QC Credit Review”), the mortgage loans that were only subject to a review for compliance with certain laws that may result in assignee liability and for compliance with certain laws that restrict points and fees (the “Random Sample QC Compliance Review”) and the mortgage loans that were reviewed for both credit and compliance (the “Random Sample QC Dual Credit and Compliance Review”). See “Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac’s Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes” in the STACR 2018-DNA1 Offering Circular.

Of the Random Sample QC Selection, 2,726 mortgage loans (approximately 75.3% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Credit Review, 843 mortgage loans (approximately 23.3% of the Random Sample QC Selection by loan count) were only subject to the Random Sample QC Compliance Review and 50 mortgage loans (approximately 1.4% of the Random Sample QC Selection by loan count) were subject to the Random Sample QC Dual Credit and Compliance Review.

The table below summarizes the random and targeted quality control reviews conducted by Freddie Mac.

	Number of Mortgage Loans	Percent of the STACR 2018-DNA1 Initial Cohort Pool <sup>(1)</sup>	Number of Mortgage Loans Removed from Reference Pool after Quality Control Review <sup>(2)</sup>	Percent of the Respective Sample <sup>(1)</sup>
STACR 2018-DNA1 Initial Cohort Pool . . . . .	159,240	100.0%	—	—
Random Sample QC Selection . . . . .	3,619	2.3%	—	—
Random Sample QC Credit Review . . . . .	2,726	1.7%	53	1.9%
Random Sample QC Compliance Review . . . . .	843	0.5%	3	0.36%
Random Sample QC Dual Credit and Compliance Review . . . . .	50	0.0%	1	2.0%
Targeted Sample QC Review . . . . .	4,024	2.5%	211	5.2%
Total Mortgage Loans Subject to Freddie Mac QC . . . . .	7,643	4.8%	—	—

(1) By loan count.

(2) Unconfirmed Underwriting Defects or Underwriting Defects.

As further discussed below under “—Third-Party Due Diligence Review”, 375 mortgage loans were randomly selected by an independent third-party diligence provider to conduct a review of certain aspects of the mortgage loans in the proposed Reference Pool.

Based on the results of Freddie Mac’s quality control reviews, the 95% confidence interval estimate of the defect rate for non-HARP loans purchased during the three-month period between April 1, 2017 and June 30, 2017 (approximately \$71.3 billion) is approximately 1.3% to 2.0% as of November 30, 2017. Mortgage loans identified with Unconfirmed Underwriting Defects or Underwriting Defects during the quality control review are not included in the Reference Pool. Notwithstanding that the above-referenced 95% confidence interval estimate only takes into account mortgage loans purchased by Freddie Mac during the three-month period between

April 1, 2017 and June 30, 2017, the results of Freddie Mac's quality control review for the mortgage loans purchased during the four-month period between April 1, 2017 and July 31, 2017 are consistent with historical experience of Freddie Mac's quality control across its portfolio. Investors should make their own determination about the appropriateness and suitability of, as well as the extent to which they should rely upon, the sampling methodology described above, including the time periods, precision level and confidence interval. The characteristics of the mortgage loans acquired by Freddie Mac between April 1, 2017 and July 31, 2017 may differ in material respects from the mortgage loans in the initial cohort pool from the STACR 2018-DNA1 transaction. Additionally, the error rate is reported as of a certain date and is indicative of Freddie Mac's initial findings, as well as input received from sellers, that have been processed through the Cut-off Date for reporting. As such, the reporting may be internally inconsistent across periods as well as other transactions we have issued, depending on the time lapse between initial findings and the date of reporting and/or the level and timeliness of response from sellers, among other factors. Accordingly, an error rate determined as of a different date may be materially different than the error rate reported in the STACR 2018-DNA1 Offering Circular. Investors are encouraged to make their own determination as the extent to which they place reliance on the limited quality control and quality assurance processes undertaken by Freddie Mac and their relevance as they relate to the initial cohort pool from the STACR 2018-DNA1 transaction. See "*General Mortgage Loan Purchase and Servicing — Quality Control Process — Limitations of the Quality Control Review Process*" in Annex A of the STACR 2018-DNA1 Offering Circular and "*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac's Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes*" in the STACR 2018-DNA1 Offering Circular for additional information regarding the limitations of our review.

The following is a discussion of the results of the reviews:

#### ***Random Sample QC Credit Review***

We reviewed the mortgagor's origination documentation to verify that each mortgage loan reviewed (i) is made to a mortgagor from whom repayment of the mortgage loan can be expected, (ii) is secured by collateral that is adequate for the transaction and (iii) otherwise complies with our Guide and applicable TOBs. This review included a credit component and a component consisting of a review of the independent appraisals of the mortgaged properties obtained by the originators in connection with the origination of the mortgage loans (referred to herein as the "original appraisals"), as more fully described under "*General Mortgage Loan Purchase and Servicing — Quality Control Process — Performing Loan Quality Control Review*" and "*— Credit Review*" in Annex A of the STACR 2018-DNA1 Offering Circular. None of the procedures conducted as part of our review constituted, either separately or in combination, an independent underwriting of the mortgage loans. In addition, the procedures conducted as part of the review of the original appraisals were not re-appraisals of the mortgaged properties. To the extent that valuation tools were used as part of the appraisal review process, they should not be relied upon as providing an assessment of value of the mortgaged properties comparable to that which an appraisal might provide. They also are not an assessment of the current value of any of the mortgaged properties. Of the 2,726 mortgage loans subject to the Random Sample QC Credit Review, 53 mortgage loans (approximately 1.9% of such mortgage loans by loan count) were found to have one or more Underwriting Defects or Unconfirmed Underwriting Defects and subsequently were removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Random Sample QC Credit Review.

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
Closing Disclosure/HUD-I - Documentation missing/insufficient . . . . .	1	0.04%
Collateral - Condominium project documentation not provided . . . . .	2	0.07%
Condominium/PUD/co-op warranty violation . . . . .	1	0.04%
Credit history/reputation requirements not met . . . . .	2	0.07%
DTI calculation incorrect - Income . . . . .	1	0.04%
DTI exceeds maximum allowable . . . . .	3	0.11%
Excessive obligations - Housing payment calculated incorrectly . . . . .	1	0.04%
Excessive obligations - Undisclosed mortgage debt . . . . .	1	0.04%
Excessive obligations - Undisclosed non-mortgage debt . . . . .	1	0.04%
Funds to close insufficient - Ineligible source of funds to close . . . . .	1	0.04%
Guide eligibility requirements not met . . . . .	1	0.04%
Incomplete loan file . . . . .	2	0.07%
Ineligible Property - Condo Project Owner Occupancy Requirements Not Met . . . . .	1	0.04%
Ineligible property - Not residential use . . . . .	1	0.04%
Ineligible for program/offering - Other . . . . .	1	0.04%
Ineligible for program/offering - Refinance not allowed . . . . .	1	0.04%
Ineligible property - C5/C6 condition rating . . . . .	1	0.04%
Insufficient collateral report - Missing completion certificate . . . . .	2	0.07%
Insufficient funds to close documentation missing/insufficient . . . . .	6	0.22%
Insufficient income - Income calculated incorrectly . . . . .	4	0.15%
Investment property requirements not met . . . . .	1	0.04%
Loan file not received . . . . .	1	0.04%
Loan Prospector requirements not met - Inaccurate data invalidates Loan Prospector decision . . . . .	3	0.11%
Mortgage insurance requirements not met - No mortgage insurance coverage . . . . .	1	0.04%
Occupancy falsely represented . . . . .	1	0.04%
Original Appraisal Comparable Sales provided not the most appropriate sales available . . . . .	1	0.04%
Original appraisal does not support value - Issues/items affect value/marketability . . . . .	1	0.04%
Reserves do not meet minimum required - Documentation missing/insufficient . . . . .	1	0.04%
Title/binder/policy - Documentation missing/insufficient . . . . .	1	0.04%
Unable to calculate income - Documentation missing/insufficient . . . . .	8	0.29%
<b>Total</b>	<b>53</b>	<b>1.94%</b>

#### ***Random Sample QC Compliance Review***

Of the 843 mortgage loans subject to the Random Sample QC Compliance Review, 3 mortgage loans (approximately 0.36% of such mortgage loans by loan count) were determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and were subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Random Sample QC Compliance Review:

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
APL missing anti-predatory lending documents . . . . .	2	0.24%
APL refinance points/fees > HOEPA/federal limits . . . . .	1	0.12%
<b>Total</b>	<b>3</b>	<b>0.36%</b>

#### ***Random Sample QC Dual Credit and Compliance Review***

Of the 50 mortgage loans subject to the Random Sample QC Dual Credit and Compliance Review, 1 mortgage loan (approximately 2.0% of such mortgage loans by loan count) was determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and was subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loan that was removed from the Reference Pool as a result of the Random Sample QC Dual Credit and Compliance Review:

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
Unable to calculate income - Documentation missing/insufficient . . . . .	<u>1</u>	<u>2.00%</u>
<b>Total</b>	<b><u>1</u></b>	<b><u>2.00%</u></b>

***Targeted Sample QC Review***

Of the 4,024 mortgage loans subject to the Targeted Sample QC Review, 211 mortgage loans (approximately 5.2% of such mortgage loans by loan count) were determined to be noncompliant due to Underwriting Defects and/or Unconfirmed Underwriting Defects, as applicable, and were subsequently removed from the Reference Pool.

The following table describes the Underwriting Defects and Unconfirmed Underwriting Defects related to the mortgage loans that were removed from the Reference Pool as a result of the Targeted Sample QC Review:

<b>Exceptions</b>	<b>Number of Mortgage Loans</b>	<b>As a Percentage of the Selected Sample</b>
Appraiser License Suspended/Revoked	1	0.02%
Bankruptcy - Documentation missing or insufficient	1	0.02%
Borrower personal funds in transaction do not meet minimum required - Documentation missing/ insufficient	1	0.02%
Cash back exceeds limit	2	0.05%
Closing Disclosure/HUD-I - Documentation missing/insufficient	2	0.05%
Collateral - Condominium project - Documentation not provided	2	0.05%
Credit history/reputation requirements not met	2	0.05%
Credit report missing/insufficient	1	0.02%
Credit reputation requirements not met - Housing payment history not verified	3	0.07%
Documents to exclude debt missing/insufficient	2	0.05%
DTI calculation incorrect - liabilities	2	0.05%
DTI calculation incorrect - income	1	0.02%
DTI exceeds maximum allowable	12	0.30%
Excessive obligations - Other payments calculated incorrectly	5	0.12%
Excessive obligations - Undisclosed mortgage debt	3	0.07%
Excessive obligations - Undisclosed non-mortgage debt	3	0.07%
Funds to close insufficient - Ineligible source of funds to close	2	0.05%
Guide eligibility requirements not met	7	0.17%
Incomplete loan file	1	0.02%
Ineligible for program/offering - Cash-out not allowed	2	0.05%
Ineligible for program/offering - Other	1	0.02%
Ineligible for program/offering - Refinance not allowed	2	0.05%
Ineligible property - C5/C6 Condition Rating	6	0.15%
Ineligible property - Condominium project ineligible	4	0.10%
Ineligible property - Health and safety issues not addressed	3	0.07%
Ineligible property - Structural issues not addressed	2	0.05%
Insufficient collateral report - Missing completion certificate	1	0.02%
Insufficient collateral report - Wrong form for property	1	0.02%
Insufficient funds to close documentation missing/insufficient	6	0.15%
Insufficient income - Documentation falsified	1	0.02%
Insufficient income - Income calculated incorrectly	14	0.35%
Insufficient income - Income not stable/durable	6	0.15%
Insufficient Reserves/funds to close - Documentation falsified	1	0.02%
Interested party contribution exceeds maximum allowed	5	0.12%
Investment property requirements not met	3	0.07%
Loan party on exclusionary list	1	0.02%
Loan Prospector Caution ineligible	2	0.05%
Loan Prospector requirements not met - Inaccurate data invalidates Loan Prospector decision	3	0.07%
Loan purpose incorrect - No cash-out determined to be cash-out	2	0.05%
Loan purpose incorrect - Purchase disguised as refinance	2	0.05%
Loss of income source - Borrower not employed at closing	3	0.07%
Loss of income source - Income discontinued after closing/prior to delivery	1	0.02%
LTV exceeds maximum allowable	2	0.05%
Manufactured Housing property requirements not met - Missing HUD certification label/data plate	2	0.05%
Mortgage insurance requirements not met - No mortgage insurance coverage	1	0.02%
Non-Loan Prospector AUS waiver requirements not met - Inaccurate data invalidates AUS decision	2	0.05%
Non-Loan Prospector AUS waiver requirements not met - Ineligible AUS decision	1	0.02%
Not valid first lien - Documentation missing	1	0.02%
Not valid first lien - Lien not in first position	1	0.02%
Note requirement not met-missing/insufficient	2	0.05%
Occupancy falsely represented	2	0.05%
Original appraisal comparable sales provided not the most appropriate sales available	8	0.20%
Original appraisal does not support value - Issues/items affect value/marketability	6	0.15%
Reserves do not meet minimum required - Documentation missing/insufficient	3	0.07%
Sales Contract Requirements not met - Documentation missing/insufficient	2	0.05%
Seller/borrower not owner of record	1	0.02%
Significant derogatory credit event recovery period not met	22	0.55%
Third party documentation for extenuating circumstances missing/insufficient	4	0.10%
Title/binder/policy-documentation missing/insufficient	1	0.02%
Unable to calculate income - Documentation missing/insufficient	16	0.40%
Unable to calculate monthly obligations - Documentation missing/insufficient	9	0.22%
<b>Total</b>	<b>211</b>	<b>5.24%</b>

## Summary of Freddie Mac Quality Control Review

The following summarizes the results of the quality control review for the mortgage loans acquired by Freddie Mac during the specified periods.

Series	Random Freddie Mac Quality Control STACR Defect Rate (%) <sup>(1)(2)</sup>	Random Independent Quality Control Defect Rate (%) <sup>(3)</sup>
STACR 2013-DN1 (Q3-2012) . . . . .	4.3%	2.3%
STACR 2013-DN2 (Q1-2013) . . . . .	2.8% <sup>(4)</sup>	4.0%
STACR 2014-DN1 (Q2-2013) . . . . .	3.1%	3.1%
STACR 2014-DN2 (Q3-2013) . . . . .	3.7%	1.7%
STACR 2014-DN3 (Q4-2013) . . . . .	3.2%	0.5%
STACR 2014-DN4 (Q1-2014) . . . . .	2.5%	0.2%
STACR 2015-DN1 (April 1, 2014 through July 31, 2014) . . . . .	2.5%	1.3%
STACR 2015-DNA1 (Q4-2012) . . . . .	4.3%	0.4% <sup>(5)</sup>
STACR 2015-DNA2 (August 1, 2014 through November 30, 2014) . . . . .	1.6%	0.3%
STACR 2015-DNA3 (December 1, 2014 through March 31, 2015) . . . . .	1.2%	0.8%
STACR 2016-DNA1 (Q2-2015) . . . . .	1.3%	0.3%
STACR 2016-DNA2 (Q3-2015) . . . . .	1.6%	0.7%
STACR 2016-DNA3 (Q4-2015) . . . . .	2.2%	0.8%
STACR 2016-DNA4 (Q1-2016) . . . . .	1.6%	1.0%
STACR 2017-DNA1 (Q2-2016) . . . . .	1.6%	1.2%
STACR 2017-DNA2 (July 1, 2016 through October 31, 2016) . . . . .	2.0%	2.3%
STACR 2017-DNA3 (November 1, 2016 through March 31, 2017) . . . . .	1.3%	1.3%
STACR 2018-DNA1 (April 1, 2017 through July 31, 2017) . . . . .	1.9%	2.0%
Acquisition Period	Twelve Month Freddie Mac Estimated Defect Rate Range	Nine Month Freddie Mac Estimated Defect Rate Range
Q1-2013 . . . . .	1.0% - 1.4% <sup>(6)</sup>	1.4% - 1.9% <sup>(7)</sup>
Q2-2013 . . . . .	1.1% - 1.6% <sup>(8)</sup>	1.8% - 2.4% <sup>(6)</sup>
Q3-2013 . . . . .	1.4% - 1.9% <sup>(9)</sup>	1.6% - 2.1% <sup>(8)</sup>
Q4-2013 . . . . .	1.7% - 2.3% <sup>(10)</sup>	2.5% - 3.2% <sup>(9)</sup>
Q1-2014 . . . . .	1.1% - 1.6% <sup>(11)</sup>	1.3% - 1.9% <sup>(10)</sup>
Q2-2014 . . . . .	0.9% - 1.3% <sup>(12)</sup>	1.1% - 1.6% <sup>(11)</sup>
Q3-2014 . . . . .	0.8% - 1.2% <sup>(13)</sup>	1.2% - 1.6% <sup>(12)</sup>
Q4-2014 . . . . .	0.8% - 1.2% <sup>(14)</sup>	1.0% - 1.5% <sup>(13)</sup>
Q1-2015 . . . . .	0.6% - 0.9% <sup>(15)</sup>	0.7% - 1.1% <sup>(14)</sup>
Q2-2015 . . . . .	0.6% - 0.9% <sup>(16)</sup>	0.7% - 1.1% <sup>(15)</sup>
Q3-2015 . . . . .	0.6% - 1.0% <sup>(17)</sup>	0.7% - 1.1% <sup>(16)</sup>
Q4-2015 . . . . .	0.6% - 0.9% <sup>(18)</sup>	0.8% - 1.1% <sup>(17)</sup>
Q1-2016 . . . . .	0.5% - 0.9% <sup>(19)</sup>	0.6% - 1.0% <sup>(18)</sup>
Q2-2016 . . . . .	0.7% - 1.2% <sup>(20)</sup>	1.0% - 1.5% <sup>(19)</sup>
Q3-2016 . . . . .	0.5% - 0.9% <sup>(21)</sup>	0.7% - 1.2% <sup>(20)</sup>
Q4-2016 . . . . .	0.5% - 0.9% <sup>(22)</sup>	0.7% - 1.1% <sup>(21)</sup>
Q1-2017 . . . . .	<sup>(23)</sup>	0.7% - 1.3% <sup>(22)</sup>

- (1) Unweighted defect rate based on Random Sample QC Credit Review and Random Sample QC Dual Credit and Compliance Review.
- (2) Rates as of quality control cut-off date for each offering.
- (3) Unweighted defect rate based on Credit Review only.
- (4) Defect rate based on Credit Review only.
- (5) Defect rate based on Compliance Review only.
- (6) Quality control results as of January 1, 2014.
- (7) Quality control results as of October 1, 2013.
- (8) Quality control results as of April 1, 2014.
- (9) Quality control results as of July 1, 2014.
- (10) Quality control results as of October 1, 2014.
- (11) Quality control results as of January 1, 2015.
- (12) Quality control results as of April 1, 2015.
- (13) Quality control results as of July 1, 2015.
- (14) Quality control results as of October 1, 2015.
- (15) Quality control results as of January 1, 2016.
- (16) Quality control results as of April 1, 2016.
- (17) Quality control results as of July 1, 2016.
- (18) Quality control results as of October 1, 2016.
- (19) Quality control results as of January 1, 2017.
- (20) Quality control results as of April 1, 2017.
- (21) Quality control results as of July 1, 2017.
- (22) Quality control results as of October 1, 2017.
- (23) Not available as of January 9, 2018.



## Third-Party Due Diligence Review

### General

In connection with the issuance of the Notes, Freddie Mac engaged a third-party diligence provider (the “**Third-Party Diligence Provider**”) to conduct a review of certain aspects of the mortgage loans in the proposed STACR 2018-DNA1 Reference Pool (the “**Third-Party Due Diligence Review**”).

The Third-Party Diligence Provider was limited to randomly selecting the diligence sample from the Available Sample provided to it by Freddie Mac. The Available Sample was comprised of (i) mortgage loans that were previously selected for review by Freddie Mac as part of its Random Sample QC Selection, as described under “— *Results of Freddie Mac Quality Control*” above, and (ii) any additional mortgage loans that were subsequently subjected to the Targeted Sample QC Review.

The Third-Party Diligence Provider selected 375 mortgage loans from the Available Sample (such 375 mortgage loans, the “**Diligence Sample**”), representing approximately 10.2% of the Available Sample (by loan count) and approximately 0.26% of the entire Reference Pool (by loan count). Of the Diligence Sample, certain mortgage loans were selected for a credit only review (the “**Credit Review Sample**”) and certain mortgage loans were selected for a compliance only review (the “**Compliance Review Sample**”). Additionally, some mortgage loans in the Diligence Sample were part of both the Credit Review Sample and the Compliance Review Sample (the “**Dual Review Sample**”).

The table below summarizes the mortgage loans that were subject to Third-Party Due Diligence Review.

	<u>Number of Mortgage Loans</u>
Available Sample . . . . .	3,660
Credit Review Sample . . . . .	300
Compliance Review Sample . . . . .	25
Dual Review Sample . . . . .	50
Diligence Sample (total) . . . . .	375

### Credit Reviews

The Third-Party Diligence Provider employed the processes and procedures that were agreed to with Freddie Mac to review the mortgage loans in the combined Credit Review Sample and Dual Review Sample. These processes and procedures included reviewing the terms of the mortgage loans and the information in the related loan files in order to assess whether the mortgage loans complied with Freddie Mac’s eligibility requirements set forth in the Guide and, if applicable, any negotiated TOBs which may have amended or modified the terms of the Guide. Its review of the combined Credit Review Sample and Dual Review Sample determined that 7 mortgage loans within that sample (approximately 2.0% of the combined Credit Review Sample and Dual Review Sample by loan count) did not meet Freddie Mac’s contractual requirements as set forth in its Guide, as amended or modified, if applicable, by any negotiated TOBs. Of those 7 mortgage loans, 3 mortgage loans (approximately 0.86% of the combined Credit Review Sample and Dual Review Sample by loan count) had been previously determined to have Underwriting Defects through Freddie Mac’s quality control process. A repurchase request was issued to the lenders and the mortgage loans were removed from the Reference Pool. The remaining 4 mortgage loans (approximately 1.1% of the combined Credit Review Sample and Dual Review Sample by loan count) that were not identified during the Freddie Mac quality control review as having Unconfirmed Underwriting Defects were subsequently removed by Freddie Mac as a result of the findings of the Third-Party Diligence Provider.

The table below describes the most significant exceptions found by the Third-Party Diligence Provider on the 7 mortgage loans:

<u>Exceptions</u>	<u>Number of Mortgage Loans</u>	<u>As a Percentage of the Selected Sample</u>
Income Calculation/Documentation . . . . .	2	0.57%
Liability Calculation/Documentation . . . . .	2	0.57
Asset Eligibility . . . . .	2	0.57
Borrower not employed at closing . . . . .	1	0.29
<b>Total</b>	<u>7</u>	<u>2.0</u>

### ***Property Valuations***

The Third-Party Diligence Provider selected all 350 mortgage loans in the combined Credit Review Sample and Dual Review Sample on which to obtain property valuations as of the original appraisal date. The Third-Party Diligence Provider was not able to obtain a property valuation on 1 mortgage loan due to the inability to complete the field review assignments during the due diligence review period (the mortgage loan was located in Montana).

The Third-Party Diligence Provider ordered property valuations for the remaining 349 mortgage loans through the Third-Party Diligence Provider's proprietary automated valuation model ("**AVM**"), which did not utilize interior or exterior property inspections of the properties and were not performed by certified licensed appraisers in accordance with the USPAP. The results of these retrospective valuations were compared to the original appraised values for those mortgage loans. 71 mortgage loans (which represent approximately 20.3% of the combined Credit Review Sample and Dual Review Sample by loan count) had a negative AVM variance of over 10% from the original appraised value and the Third-Party Diligence Provider was unable to obtain an AVM valuation on 17 mortgage loans (which represent approximately 4.9% of the combined Credit Review Sample and Dual Review Sample by loan count) due to the lack of available data in the property location area.

From this comparison, the Third-Party Diligence Provider ordered desk reviews for 88 of such mortgage loans and compared the desk reviews to the original appraised values for such mortgage loans, including the 71 mortgage loans where the AVM results reflected a negative variance of over 10% from the original appraised value and the 17 mortgage loans for which an AVM was not obtained due to the lack of available data in the property location area. A desk review consists of a valuation analysis whereby the appraiser makes a separate selection of comparable sales, which may or may not be the same as those used in the original appraisal, and, using a rules-based valuation model, makes an independent determination as to whether the original appraised value is supported. 2 mortgage loans (which represent approximately 0.57% of the combined Credit Review Sample and Dual Review Sample by loan count) had a negative desk review variance of over 10% from the original appraised value, and the Third-Party Diligence Provider was unable to obtain a desk review on 4 mortgage loans (which represent approximately 1.1% of the combined Credit Review Sample and Dual Review Sample by loan count) due to lack of available data in the property location. In addition, for 1 mortgage loan (which represents approximately 0.29% of the combined Credit Review Sample and Dual Review Sample by loan count) a desk review was not obtained as a result of a field review having already been obtained by Freddie Mac in its quality control review process, which supported the respective property value.

The Third-Party Diligence Provider then ordered independent field reviews for 6 mortgage loans (which represent approximately 1.7% of the combined Credit Review Sample and Dual Review Sample by loan count) and compared the independent field reviews to the original appraised values for such mortgage loans, including the 2 mortgage loans where the desk review results reflected a negative variance of over 10%, from the original appraised value and the 4 mortgage loans for which a desk review was not obtained due to the lack of available data in the property location area. Those reviews were performed by licensed review appraisers who completed the field reports that included an onsite property inspection in accordance with the USPAP. No mortgage loan had a negative independent field review variance of over 10%, from the original appraised value. Therefore, no mortgage loans were subsequently removed from the Reference Pool as a result of the property valuation review.

Investors should expect that to the extent valuation variances as described in this "*— Property Valuations*" section are identified in the future with respect to any other Reference Obligations, they will not be treated as Unconfirmed Underwriting Defects, unless stated otherwise.

### ***Compliance Reviews***

The Third-Party Diligence Provider reviewed the 75 mortgage loans in the combined Compliance Review Sample and the Dual Review Sample for compliance with certain federal, state and local laws and regulations (the "**Compliance Review**").

As noted above, as part of the Freddie Mac quality control review, Freddie Mac's compliance review is limited to assessing mortgage loans to determine whether the mortgage loans comply with certain laws that may result in assignee liability and for compliance with certain laws restricting points and fees. As Freddie Mac's compliance review does not include examination of documents to ensure that mortgage loans comply with all laws, investors should note that only mortgage loans that are identified as violating certain laws that may result in assignee liability or that restrict points and fees will be treated as having Unconfirmed Underwriting Defects. See *"Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Freddie Mac's Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes"* in the STACR 2018-DNA1 Offering Circular.

None of the 75 mortgage loans subject to the Compliance Review were determined to be non-compliant.

### ***Data Integrity Review***

Freddie Mac prepared a mortgage loan data tape for the STACR 2018-DNA1 Offering Circular that included certain characteristics of the mortgage loans. That data tape, including any adjustments made by Freddie Mac, was used to generate the statistical information regarding the Reference Obligations included in the STACR 2018-DNA1 Offering Circular. Results from the Third-Party Diligence Provider's data integrity review were formatted by Freddie Mac to conform with Freddie Mac's data standards.

A comparison of certain fields on the data tape for the STACR 2018-DNA1 Offering Circular was performed by the Third-Party Diligence Provider with respect to the combined Credit Review Sample and Dual Review Sample of 350 mortgage loans. A comparison was performed with respect to 21 mortgage loan characteristics (not including loan identifier): original CLTV, Credit Score, first payment date, loan purpose, maturity date, number of borrowers, number of units, occupancy status, original LTV, original unpaid principal balance, original interest rate, property type, property state, original DTI, product type, postal code, first time homebuyer, prepayment penalty indicator, original loan term, mortgage insurance percentage and mortgage insurance (lender or borrower paid).

With respect to 31 mortgage loans, representing approximately 8.9% of the 350 mortgage loans in the combined Credit Review Sample and Dual Review Sample (by loan count), 33 discrepancies, representing approximately 0.45% of the total fields reviewed, with respect to the reviewed characteristics, were identified by the Third-Party Diligence Provider, exclusive of original DTI discrepancies that were within 5%, either way, of the value provided in the data tape; an additional 4 discrepancies identified were original DTI differences that were greater than or equal to 2% and less than or equal to 5% either way. A full list of these 33 discrepancies is set forth in Appendix B to the STACR 2018-DNA1 Offering Circular and is set forth on Schedule I to this Annex 1-D. It should be noted that 4 of the discrepancies identified in such Appendix B and on Schedule I to this Annex 1-D (as represented by loan identifiers designated as "N/A") correspond to 4 mortgage loans that are not included in the Reference Pool due to principal payments in full, delinquencies, borrower bankruptcy filings, data reconciliation or corrected data removals, removal as part of Freddie Mac's quality control process and/or removal as part of the Third-Party Diligence Provider's review process.

Other than the mortgage loans described above that were previously removed through the quality control process, Freddie Mac has determined that none of the data discrepancies result in an Unconfirmed Underwriting Defect or a violation of the Eligibility Criteria. Further, investors should note that Freddie Mac did not update the mortgage loan data tape used for the STACR 2018-DNA1 Offering Circular to reflect these discrepancies (except that the mortgage loans previously removed are not reflected on the mortgage loan data tape). As a result, the numerical disclosure in the STACR 2018-DNA1 Offering Circular does not reflect any of these discrepancies with respect to the related Reference Obligations. In Freddie Mac's sole discretion, after the Closing Date it may determine to reconcile with its sellers certain of the discrepancies identified by the Third-Party Diligence Provider. To the extent Freddie Mac verifies any of these discrepancies, Freddie Mac expects to update the monthly loan-level information with respect to the Reference Pool that is made available to Noteholders. However, the mortgage loan data tape used for this Memorandum in connection with the offering of the STACR 2019-FTR3 Notes may not have been updated with respect to any data discrepancies identified by the Third-Party Diligence Provider and listed on Schedule I to this Annex 1-D.

The following table summarizes the 4 most common discrepancies identified by the Third-Party Diligence Provider relative to Freddie Mac's data tape, as listed in Appendix B to the STACR 2018-DNA1 Offering Circular and in Schedule I to this Annex 1-D.

	Number of Mortgage Loans with Discrepancies	Percentage of Third-Party Diligence Provider Sample	Average of Freddie Mac Data	Average of Third-Party Diligence Provider Data
First time homebuyer . . . . .	11	3.1%	N/A	N/A
DTI greater than 5% higher . . . . .	8	2.3%	29% <sup>(1)</sup>	49% <sup>(1)</sup>
Property type . . . . .	6	1.7%	N/A	N/A
DTI greater than 5% lower . . . . .	4	1.1%	43%	28%

(1) The averages of Freddie Mac Data and Third Party Diligence Provider Data do not include one loan where the DTI was unknown (listed as Unknown in Appendix B) due to the borrower not being employed at closing. This mortgage loan is one of the mortgage loans referenced under "Credit Reviews" that was removed from the Reference Pool due to an Underwriting Defect identified by the Third-Party Diligence Provider.

### Limitations of the Third-Party Diligence Provider's Review Process

As noted above under the risk factor captioned "*Risk Factors — Risks Relating to the Notes Being Linked to the Reference Pool — Limited Scope and Size of the Third-Party Diligence Provider's Review of the Reference Obligations May Not Reveal Aspects of the Reference Obligations Which Could Lead to Credit Events or Modification Events*" in the STACR 2018-DNA1 Offering Circular, there can be no assurance that the review conducted by the Third-Party Diligence Provider uncovered all relevant factors relating to the origination of the Reference Obligations, their compliance with applicable laws and regulations or uncovered all relevant factors that could affect the future performance of the Reference Obligations. The review was performed on a small sample that did not include all of the Reference Obligations in the Reference Pool and the Reference Obligations that were included in the review may have characteristics that were not discovered, noted or analyzed as part of the Third-Party Diligence Provider's review that could, nonetheless, result in those Reference Obligations failing to perform in the future.

Investors are advised that the aforementioned review procedures carried out by the Third-Party Diligence Provider were performed for the benefit of Freddie Mac. The Third-Party Diligence Provider makes no representation and provides no advice to any investor or future investor concerning the suitability of any transaction or investment strategy. The Third-Party Diligence Provider performed only the review procedures described herein and is not responsible for any decision to include any mortgage loan in the Reference Pool.

Investors are encouraged to make their own determination as the extent to which they place reliance on the limited loan review procedures carried out as part of this review.

**ASSUMED CHARACTERISTICS OF THE REFERENCE OBLIGATIONS IN REFERENCE POOL D  
AS OF THE CUT-OFF DATE**

<b>Group Number</b>	<b>Outstanding Principal Balance (\$)</b>	<b>Remaining Term to Maturity (months)</b>	<b>Original Term to Maturity (months)</b>	<b>Per Annum Interest Rate (%)</b>
1	129,898.70	328	360	2.750
2	605,233.72	332	360	3.250
3	4,549,110.65	330	360	3.414
4	18,480,746.70	330	359	3.502
5	66,822,730.72	331	360	3.633
6	189,280,272.89	332	360	3.758
7	1,192,234,111.73	332	360	3.922
8	2,110,567,849.17	332	360	4.003
9	4,580,652,570.04	331	360	4.128
10	4,164,211,712.29	331	360	4.251
11	4,089,048,266.42	331	360	4.379
12	3,390,653,711.52	331	360	4.502
13	1,976,509,118.00	331	360	4.626
14	1,545,592,631.34	331	359	4.751
15	1,579,842,304.19	331	360	4.893
16	480,178,587.51	331	360	5.001
17	395,373,268.23	331	360	5.126
18	242,356,806.55	331	360	5.250
19	109,338,770.40	331	360	5.375
20	56,125,201.68	331	360	5.500
21	22,367,784.36	331	360	5.625
22	11,587,699.21	330	359	5.753
23	3,238,356.12	331	360	5.875
24	453,423.77	331	360	6.000
25	411,949.35	331	360	6.132

## SUPPLEMENTARY DEFINED TERMS FOR ANNEX 1-D ONLY

**“Appendix A”** means that certain appendix A attached to the STACR 2018-DNA1 Offering Circular.

**“Appendix B”** means that certain appendix B attached to the STACR 2018-DNA1 Offering Circular.

**“Available Sample”** means the limited number of Reference Obligations (3,660 by loan count) selected by us from which the Third-Party Diligence Provider selected the Diligence Sample. The Available Sample was comprised of (i) mortgage loans that were previously selected for review by Freddie Mac as part of its Random Sample QC Selection and (ii) any additional mortgage loans that were subsequently subjected to the Targeted Sample QC Review.

**“Closing Date”** means January 30, 2018.

**“CLTV”** means combined loan-to-value, which with respect to each Reference Obligation, is a ratio, expressed as a percentage, obtained by dividing (a) the amount of all known outstanding loans at origination by (b) the value of the mortgaged property. This term is used in the risk factors, the appendices and our loan level disclosure. It is also referred to as TLTV.

**“Credit Score”** means a number reported by a credit bureau, based on statistical models, that summarizes an individual’s credit record.

**“Cut-off Date”** mean December 15, 2017

**“Cut-off Date Balance”** means \$34,733,301,989, which is the aggregate UPB of the Reference Obligations as of the Cut-off Date.

**“DTP”** means the ratio of a mortgagor’s monthly debt obligations (including the proposed new housing payment and related expenses such as property taxes and property insurance) to such mortgagor’s gross monthly income.

**“Eligibility Criteria”** means the criteria to be satisfied with respect to each Reference Obligation in the Reference Pool are as follows:

(a) is a fully amortizing, fixed-rate, one- to four-unit, first lien mortgage loan, which has an original term of 241 to 360 months;

(b) was originated on or after January 1, 2017;

(c) has not been prepaid in full as of January 3, 2018;

(d) as of January 3, 2018, the servicer has not reported that the borrower of such Reference Obligation has filed for bankruptcy;

(e) has not been repurchased by the applicable seller or servicer as of January 3, 2018;

(f) has no Underwriting Defects, Major Servicing Defects, Minor Servicing Defects, Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects found in Freddie Mac’s internal quality control process as of January 3, 2018;

(g) as of November 30, 2017, has never been reported to be 30 days or more delinquent since purchase by Freddie Mac;

(h) was originated with documentation as described under “*General Mortgage Loan Purchase and Servicing — Underwriting Standards — Documentation*” in Annex A of the STACR 2018-DNA1 Offering Circular;

(i) is not covered by mortgage or pool insurance;

(j) does not have an original loan-to-value ratio that (i) is less than or equal to 60% or (ii) exceeds 80%;

(k) has an original combined loan-to-value ratio that is less than or equal to 97%;

(l) subject to any applicable TOBs or certain pilot programs, is not subject to recourse or other credit enhancement;



(m) was not originated under Freddie Mac's Relief Refinance program (including the Home Affordable Refinance Program ("HARP")) which is FHFA's name for Freddie Mac's relief refinance program for mortgages with an LTV greater than 80%;

(n) was not associated with a mortgage revenue bond purchased by Freddie Mac;

(o) had an original principal balance greater than or equal to \$5,000; and

(p) was not originated under a government program (e.g., FHA, VA or Guaranteed Rural Housing loans).

**"Guide"** means the Freddie Mac Single-Family Seller/Servicer Guide.

**"LTV"** means loan-to-value, which is a ratio, expressed as a percentage, obtained by dividing (a) the total principal balance of a mortgage loan by (b) the value of the mortgaged property at origination.

**"Notes"** means, collectively, the Original Notes and the MAC Notes related to the STACR 2018-DNA1 transaction.

**"Payment Date"** means the 25th day of each calendar month (or, if such date is not a Business Day, the following Business Day), commencing in February 2018.

**"Reference Obligations"** means certain residential first lien mortgage loans, deeds of trust or similar security instruments encumbering mortgaged properties that meet the Eligibility Criteria and we acquired between April 1, 2017 and July 31, 2017 and were originated on or after January 1, 2017.

**"Reference Pool"** means the pool of Reference Obligations as more fully described in STACR 2018-DNA1 Offering Circular.

**"Reporting Period"** means with respect to each Payment Date commencing with the Payment Date in February 2018 and thereafter, and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches related to any such Payment Date:

(1) in the case of all principal collections, other than full prepayments, on the Reference Obligations, the period from and including the 16th day of the second calendar month preceding the month in which such Payment Date occurs to and including the 15th day of the calendar month immediately preceding the month in which such Payment Date occurs,

(2) in the case of full principal prepayments on the Reference Obligations, in the case of determining loan modifications, Unconfirmed Underwriting Defects, Underwriting Defects, Unconfirmed Servicing Defects, Minor Servicing Defects or Major Servicing Defects, and in the case of determining Credit Events resulting from short sales being settled, from charge-offs, from a seriously delinquent mortgage note being sold prior to foreclosure, from the mortgaged property that secured the related mortgage note being sold to a third-party at a foreclosure sale, or from an REO disposition, the period from but excluding the 2nd Business Day of the calendar month immediately preceding the month in which such Payment Date occurs to and including the 2nd Business Day of the calendar month in which such Payment Date occurs, and

(3) in the case of determining delinquency status with respect to each Reference Obligation, the last day of the second calendar month preceding the month in which such Payment Date occurs.

**"STACR 2018-DNA1 Offering Circular"** means the offering circular related to the Structured Agency Credit Risk (STACR®) Debt Notes, Series 2018-DNA1 Due July 2030, dated January 23, 2018. A copy of the STACR 2018-DNA1 Offering Circular is available at [https://crt.freddiemac.com/docs/offerings/stacr/legal-documents/series-2018-dna1/18\\_dna1\\_0720301sto.pdf](https://crt.freddiemac.com/docs/offerings/stacr/legal-documents/series-2018-dna1/18_dna1_0720301sto.pdf).

**"TOBs"** means terms of business.

**"Unconfirmed Underwriting Defect"** means with respect to any Reference Obligation, the existence of the following, as determined by Freddie Mac in its sole discretion: (i) there is a material violation of the underwriting guidelines and other requirements in the Guide (as modified by the terms of the related seller's contract, including any related TOBs) with respect to such Reference Obligation, (ii) Freddie Mac determines that as of the origination date such Reference Obligation was secured by collateral that was inadequate or (iii) Freddie Mac determines that as of the origination date repayment in full on such Reference Obligation from the related

mortgagor could not be expected. For the avoidance of doubt, any Reference Obligation with minor technical violations or missing documentation, which in each case we determine to be an acceptable Reference Obligation, will not result in an Unconfirmed Underwriting Defect.

**“Underwriting Defect”** means with respect to any Payment Date and any Reference Obligation for which Freddie Mac has determined the existence of an Unconfirmed Underwriting Defect, the occurrence of any of the following: (i) such Reference Obligation is repurchased by the related seller or servicer during the related Reporting Period, (ii) in lieu of repurchase, an alternative remedy (such as indemnification) is mutually agreed upon by both Freddie Mac and the related seller or servicer during the related Reporting Period, (iii) Freddie Mac in its sole discretion elects to waive the enforcement of a remedy against the seller or servicer in respect of such Unconfirmed Underwriting Defect during the related Reporting Period or (iv) the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation becomes subject to a bankruptcy, an insolvency proceeding or a receivership.

**“USPAP”** means the Uniform Standards of Professional Appraisal Practices.

## Schedule I

### Third-Party Diligence Provider's Data Integrity Review Discrepancies<sup>(1)(2)</sup>

Loan Identifier	Record Type	Loan File Data	Third-Party Diligence Provider Data
18DNA1050359	Original Combined Loan-To-Value (CLTV)	61%	92%
N/A	Original Debt-to-Income (DTI) Ratio	39%	99%
N/A	Original Debt-to-Income (DTI) Ratio	36%	Unknown
18DNA1039621	Original Debt-to-Income (DTI) Ratio	26%	44%
18DNA1090219	Original Debt-to-Income (DTI) Ratio	11%	27%
18DNA1064512	Original Debt-to-Income (DTI) Ratio	32%	47%
18DNA1046878	Original Debt-to-Income (DTI) Ratio	31%	43%
18DNA1114647	Original Debt-to-Income (DTI) Ratio	22%	33%
18DNA1022295	Original Debt-to-Income (DTI) Ratio	39%	48%
18DNA1133443	Original Debt-to-Income (DTI) Ratio	27%	19%
18DNA1087470	Original Debt-to-Income (DTI) Ratio	46%	35%
18DNA1015567	Original Debt-to-Income (DTI) Ratio	50%	31%
18DNA1126918	Original Debt-to-Income (DTI) Ratio	47%	27%
18DNA1013744	Credit Score	695	708
18DNA1067881	First-time Homebuyer	No	Yes
18DNA1140608	First-time Homebuyer	Yes	No
18DNA1130337	First-time Homebuyer	No	Yes
18DNA1050359	First-time Homebuyer	No	Yes
18DNA1017914	First-time Homebuyer	No	Yes
N/A	First-time Homebuyer	Yes	No
18DNA1020237	First-time Homebuyer	No	Yes
18DNA1119363	First-time Homebuyer	No	Yes
18DNA1041290	First-time Homebuyer	No	Yes
18DNA1038702	First-time Homebuyer	No	Yes
18DNA1117608	First-time Homebuyer	No	Yes
18DNA1027831	Loan Purpose	No Cash-out Refinance	Cash-out Refinance
18DNA1090219	Loan Purpose	No Cash-out Refinance	Cash-out Refinance
18DNA1071094	Property Type	1-4 Fee Simple	PUD
18DNA1077085	Property Type	1-4 Fee Simple	PUD
N/A	Property Type	1-4 Fee Simple	PUD
18DNA1119638	Property Type	PUD	1-4 Fee Simple
18DNA1114047	Property Type	1-4 Fee Simple	PUD
18DNA1127699	Property Type	1-4 Fee Simple	PUD

(1) Excludes loans with DTI differences of less than or equal to 5%.

(2) 4 of the discrepancies represented by loan identifiers designated as "N/A" correspond to 4 mortgage loans that are not included in the Reference Pool due to principal payments in full, delinquencies, bankruptcy filings, removal as part of Freddie Mac's quality control process and/or removal as part of the Third-Party Diligence Provider's review process.

**ANNEX 2**  
**ALL REFERENCE POOLS**

**Aggregate Reference Obligation Data as of the Cut-off Date**

	<u>Range or Total</u>	<u>Average or Weighted Average</u>
Number of Reference Obligations . . . . .	575,670	—
Aggregate Original Principal Balance <sup>(1)</sup> . . . . .	\$145,598,461,000	—
Original Principal Balance <sup>(1)</sup> . . . . .	\$12,000 to \$1,203,000	\$252,920
Aggregate Principal Balance (truncated) . . . . .	\$135,140,977,009	—
Principal Balance . . . . .	\$1 to \$1,135,829	\$234,754
Mortgage Rate . . . . .	2.750% to 6.156%	3.993%
Remaining Term to Maturity (months) . . . . .	202 to 334	324
Original Term to Maturity (months) . . . . .	241 to 360	359
Loan Age (months) . . . . .	26 to 45	35
Original LTV Ratio . . . . .	61% to 80%	75%
Original CLTV Ratio . . . . .	61% to 97%	76%
ELTV Ratio <sup>(2)</sup> . . . . .	1% to 693%	62%
Original DTI Ratio <sup>(3)</sup> . . . . .	1% to 51%	35%
Original Credit Score <sup>(4)</sup> . . . . .	600 to 838	752
Updated Credit Score <sup>(5)</sup> . . . . .	426 to 844	757
Latest Maturity Date . . . . .	August 2047	—

(1) The original UPB of each Reference Obligation is rounded to the nearest \$1,000.

(2) Calculated based on those Reference Obligations that had non-zero ELTV ratios.

(3) Calculated based only on those Reference Obligations that had non-zero original DTI ratios.

(4) Calculated based only on those Reference Obligations that had non-zero original Credit Scores for the mortgagors.

(5) Calculated based only on those Reference Obligations that had non-zero updated Credit Scores for the mortgagors.

**Top Five Geographic Concentration of Mortgaged Properties — Aggregate**

California . . . . .	22.48%
Texas . . . . .	5.93%
Colorado . . . . .	4.90%
Illinois . . . . .	4.27%
Washington . . . . .	4.25%
Maximum Three-Digit Zip Code Concentration . . . . .	1.93%

## All Reference Pools as of the Cut-off Date

### Amortization Type of the Reference Obligations

Amortization Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Fixed Rate .....	575,670	135,140,977,009.47	100.00	234,754.25	3.993	752	757	75	76	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Principal Balance of the Reference Obligations at Origination

Range of Original Principal Balances (\$)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
0.01 to 25,000.00 .....	119	2,399,074.37	0.00	20,160.29	4.714	744	733	77	77	39
25,000.01 to 50,000.00 .....	3,961	155,072,508.10	0.11	39,149.84	4.519	743	743	76	77	51
50,000.01 to 75,000.00 .....	14,002	836,549,488.31	0.62	59,745.00	4.376	745	748	76	76	56
75,000.01 to 100,000.00 .....	27,467	2,288,764,317.75	1.69	83,327.79	4.243	747	751	75	76	58
100,000.01 to 125,000.00 .....	37,904	3,990,549,247.64	2.95	105,280.43	4.174	748	754	76	76	60
125,000.01 to 150,000.00 .....	45,293	5,804,010,463.83	4.29	128,143.65	4.124	749	756	76	76	60
150,000.01 to 200,000.00 .....	98,017	16,071,595,032.29	11.89	163,967.42	4.058	751	757	76	76	61
200,000.01 to 250,000.00 .....	88,072	18,439,425,959.51	13.64	209,367.63	3.998	752	758	76	76	62
250,000.01 to 300,000.00 .....	77,319	19,768,507,493.60	14.63	255,674.64	3.963	753	759	76	76	63
300,000.01 to 350,000.00 .....	59,129	17,846,567,613.44	13.21	301,824.28	3.934	753	759	76	76	63
350,000.01 to 400,000.00 .....	51,529	17,993,497,966.59	13.31	349,191.68	3.913	753	758	76	76	64
400,000.01 to 450,000.00 .....	42,279	16,399,179,166.37	12.13	387,880.02	3.936	752	755	74	76	63
450,000.01 to 500,000.00 .....	9,683	4,297,570,738.34	3.18	443,826.37	4.019	755	758	75	75	63
500,000.01 to 550,000.00 .....	8,052	3,940,694,334.31	2.92	489,405.66	4.000	755	759	74	75	63
550,000.01 to 600,000.00 .....	6,447	3,468,880,111.15	2.57	538,061.13	4.007	754	755	75	76	63
600,000.01 to 650,000.00 .....	5,487	3,187,388,315.22	2.36	580,898.18	4.018	751	753	73	76	62
650,000.01 to 700,000.00 .....	274	174,474,562.59	0.13	636,768.48	4.259	759	761	73	73	68
700,000.01 to 750,000.00 .....	227	154,707,329.73	0.11	681,530.09	4.215	758	758	73	74	65
750,000.01 to 800,000.00 .....	189	139,131,301.13	0.10	736,144.45	4.316	764	757	72	72	64
800,000.01 to 850,000.00 .....	118	90,387,286.64	0.07	765,993.95	4.411	759	750	69	70	71
850,000.01 to 900,000.00 .....	25	20,817,026.16	0.02	832,681.05	4.330	756	756	73	73	74
900,000.01 and greater .....	77	70,807,672.40	0.05	919,580.16	4.422	759	747	71	71	82
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The average principal balance of the Reference Obligations at origination was approximately \$252,920.01.

\* Amounts may not add up to the totals shown due to rounding.

## Principal Balance of the Reference Obligations

Range of Principal Balances (\$)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
0.01 to 25,000.00	958	14,741,839.21	0.01	15,388.14	4.222	764	770	76	76	16
25,000.01 to 50,000.00	6,338	260,417,202.14	0.19	41,088.23	4.394	749	751	76	76	45
50,000.01 to 75,000.00	17,869	1,139,890,506.41	0.84	63,791.51	4.306	747	752	76	76	54
75,000.01 to 100,000.00	33,695	2,991,289,292.11	2.21	88,775.46	4.206	749	754	76	76	57
100,000.01 to 125,000.00	43,780	4,946,987,045.62	3.66	112,996.51	4.139	750	756	76	76	59
125,000.01 to 150,000.00	48,163	6,625,089,202.31	4.90	137,555.58	4.098	750	756	76	76	60
150,000.01 to 200,000.00	103,411	18,104,325,281.20	13.40	175,071.56	4.035	752	758	76	76	61
200,000.01 to 250,000.00	90,752	20,377,141,852.89	15.08	224,536.56	3.984	752	759	76	76	62
250,000.01 to 300,000.00	73,911	20,266,683,644.06	15.00	274,203.89	3.950	753	759	76	76	63
300,000.01 to 350,000.00	57,441	18,617,795,775.39	13.78	324,120.33	3.927	753	758	76	76	64
350,000.01 to 400,000.00	60,517	22,810,140,439.48	16.88	376,921.20	3.898	752	756	75	76	63
400,000.01 to 450,000.00	14,130	5,924,973,736.28	4.38	419,318.74	4.107	752	753	74	76	64
450,000.01 to 500,000.00	9,298	4,410,131,796.58	3.26	474,309.72	4.015	755	758	74	75	63
500,000.01 to 550,000.00	7,030	3,681,613,450.76	2.72	523,700.35	4.002	754	756	74	75	63
550,000.01 to 600,000.00	6,789	3,905,553,038.79	2.89	575,276.63	4.006	752	753	74	76	63
600,000.01 to 650,000.00	881	540,249,805.72	0.40	613,223.39	4.350	749	746	73	75	65
650,000.01 to 700,000.00	267	179,743,523.59	0.13	673,196.72	4.230	758	759	73	74	66
700,000.01 to 750,000.00	157	113,930,908.63	0.08	725,674.58	4.281	761	755	72	73	66
750,000.01 to 800,000.00	179	137,045,695.60	0.10	765,618.41	4.441	761	751	70	70	67
800,000.01 to 850,000.00	26	21,516,228.59	0.02	827,547.25	4.326	755	749	74	74	75
850,000.01 to 900,000.00	22	19,315,731.40	0.01	877,987.79	4.397	756	754	71	71	71
900,000.01 and greater	56	52,401,012.71	0.04	935,732.37	4.423	761	747	71	71	87
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The average principal balance of the Reference Obligations as of the Cut-off Date is approximately \$234,754.25.

## Mortgage Rate of the Reference Obligations

Range of Mortgage Rates (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
2.750 to 2.874	9	2,059,488.22	0.00	228,832.02	2.750	724	756	75	78	62
2.875 to 2.999	15	3,778,991.55	0.00	251,932.77	2.905	778	789	77	77	64
3.000 to 3.124	81	19,751,156.12	0.01	243,841.43	3.004	775	777	73	73	61
3.125 to 3.249	442	112,377,713.06	0.08	254,248.22	3.133	777	776	74	74	61
3.250 to 3.374	3,310	826,151,354.48	0.61	249,592.55	3.251	773	777	74	74	62
3.375 to 3.499	11,053	2,688,359,961.95	1.99	243,224.46	3.389	772	775	74	75	62
3.500 to 3.624	40,635	10,107,035,018.87	7.48	248,727.33	3.502	769	773	75	75	62
3.625 to 3.749	78,960	20,056,078,437.85	14.84	254,003.02	3.626	766	770	75	75	62
3.750 to 3.874	84,748	21,278,097,705.56	15.75	251,074.92	3.751	760	765	75	76	61
3.875 to 3.999	80,007	19,719,879,504.84	14.59	246,476.93	3.895	751	756	75	76	62
4.000 to 4.124	34,970	8,158,669,095.68	6.04	233,304.81	4.002	753	758	76	76	63
4.125 to 4.249	53,878	12,554,803,679.08	9.29	233,022.82	4.128	752	757	76	76	63
4.250 to 4.374	49,178	11,176,976,920.76	8.27	227,275.96	4.251	745	751	76	76	63
4.375 to 4.499	40,153	9,255,274,621.86	6.85	230,500.20	4.379	741	747	76	77	64
4.500 to 4.624	30,657	6,580,745,886.88	4.87	214,657.20	4.501	735	741	76	76	64
4.625 to 4.749	21,074	4,273,072,426.33	3.16	202,765.13	4.626	728	735	76	76	63
4.750 to 4.874	17,786	3,448,920,196.07	2.55	193,912.08	4.751	723	730	76	76	63
4.875 to 4.999	14,654	2,700,505,124.85	2.00	184,284.50	4.889	719	725	76	76	64
5.000 to 5.124	4,935	811,744,723.67	0.60	164,487.28	5.001	719	728	76	76	63
5.125 to 5.249	4,268	660,852,657.50	0.49	154,838.95	5.126	715	724	76	77	63
5.250 to 5.374	2,802	418,263,324.69	0.31	149,273.14	5.250	706	711	76	77	63
5.375 to 5.499	1,092	152,735,676.59	0.11	139,867.84	5.375	698	706	77	77	64
5.500 to 5.624	586	84,649,289.31	0.06	144,452.71	5.500	691	702	76	77	64
5.625 to 5.749	194	29,313,628.02	0.02	151,101.18	5.625	679	695	76	76	63
5.750 to 5.874	122	15,813,598.04	0.01	129,619.66	5.752	678	692	78	78	64
5.875 to 5.999	46	3,991,578.49	0.00	86,773.45	5.875	680	701	78	78	62
6.000 to 6.124	10	663,299.80	0.00	66,329.98	6.000	670	666	78	78	56
6.125 to 6.249	5	411,949.35	0.00	82,389.87	6.132	693	723	76	76	64
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.46</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average mortgage rate of the Reference Obligations as of the Cut-off Date is approximately 3.993%.

<sup>\*</sup> Amounts may not add up to the totals shown due to rounding.



### Loan Age of the Reference Obligations

Loan Age (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
26	5,405	1,244,976,727.78	0.92	230,337.97	4.233	751	754	76	77	67
27	24,380	5,727,532,975.37	4.24	234,927.52	4.282	751	753	76	77	67
28	31,448	7,156,921,174.58	5.30	227,579.53	4.354	749	753	76	77	66
29	26,541	5,778,804,800.10	4.28	217,731.24	4.468	749	752	76	77	65
30	27,099	5,908,632,891.21	4.37	218,038.78	4.447	748	752	76	76	65
31	21,301	4,774,995,229.75	3.53	224,167.66	4.411	747	752	75	76	63
32	24,939	5,700,930,144.35	4.22	228,594.98	4.299	748	754	75	76	63
33	37,994	8,999,729,033.15	6.66	236,872.38	3.990	751	756	75	76	62
34	42,228	10,268,772,580.64	7.60	243,174.50	3.786	752	758	75	75	62
35	45,243	10,823,463,969.46	8.01	239,229.58	3.760	753	758	75	75	62
36	46,296	11,160,425,107.43	8.26	241,066.73	3.758	753	758	75	75	62
37	50,455	12,398,561,192.05	9.17	245,735.04	3.763	754	760	75	75	61
38	41,901	10,155,106,069.57	7.51	242,359.52	3.840	754	759	75	76	62
39	44,460	10,603,160,423.29	7.85	238,487.64	3.895	754	760	75	76	61
40	38,758	9,086,656,063.75	6.72	234,445.95	3.917	755	760	75	76	61
41	35,189	8,180,928,629.85	6.05	232,485.40	3.949	754	760	75	76	60
42	24,868	5,661,469,861.68	4.19	227,660.84	3.971	753	759	75	76	60
43	6,024	1,270,225,481.91	0.94	210,860.80	4.133	749	757	75	76	59
44	1,138	239,338,388.62	0.18	210,314.93	4.282	747	753	76	76	60
45	3	346,264.93	0.00	115,421.64	4.438	753	788	78	78	54
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average loan age of the Reference Obligations as of the Cut-off Date is approximately 35 months.

### LTV Ratio of the Reference Obligations at Origination

Range of Original LTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
61 to 65	47,621	11,659,333,280.58	8.63	244,835.96	3.913	753	760	63	65	53
66 to 70	77,981	19,377,928,951.49	14.34	248,495.52	3.969	748	755	68	69	57
71 to 75	128,723	30,763,350,472.24	22.76	238,988.76	4.030	754	759	74	75	61
76 to 80	321,345	73,340,364,305.16	54.27	228,229.36	3.997	752	757	80	80	66
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average LTV ratio of the Reference Obligations at origination was approximately 75%.

### CLTV Ratio of the Reference Obligations at Origination

Range of Original CLTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
61 to 65	44,717	10,651,200,196.98	7.88	238,191.30	3.916	754	762	63	63	53
66 to 70	74,356	18,082,247,621.01	13.38	243,184.78	3.971	748	756	68	68	57
71 to 75	124,349	29,168,817,294.94	21.58	234,572.19	4.032	754	759	74	74	61
76 to 80	316,580	71,950,603,331.43	53.24	227,274.63	3.992	752	757	79	80	66
81 to 85	2,942	952,779,539.52	0.71	323,854.36	3.962	750	747	73	84	63
86 to 90	9,630	3,388,929,966.84	2.51	351,913.81	4.036	753	746	75	90	64
91 to 95	3,078	943,002,996.27	0.70	306,368.74	4.080	746	742	77	94	67
96 to 97	18	3,396,062.48	0.00	188,670.14	4.100	740	745	78	97	61
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average CLTV ratio of the Reference Obligations at origination was approximately 76%.

\* Amounts may not add up to the totals shown due to rounding.

### ELTV Ratio of the Reference Obligations

Range of ELTV Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	30,716	6,767,984,583.86	5.01	220,340.69	4.122	756	760	75	75	N/A
1 to 5	308	2,910,320.09	0.00	9,449.09	3.963	774	786	75	75	4
6 to 10	460	13,264,638.02	0.01	28,836.17	3.939	775	785	75	75	8
11 to 15	650	30,762,167.86	0.02	47,326.41	3.982	771	783	75	76	13
16 to 20	899	60,143,022.26	0.04	66,899.91	3.981	770	778	75	76	18
21 to 25	1,207	98,685,991.49	0.07	81,761.38	3.955	769	777	74	75	23
26 to 30	1,715	165,086,087.90	0.12	96,260.11	4.007	764	772	75	75	28
31 to 35	2,578	279,813,836.24	0.21	108,539.11	4.021	762	770	74	75	33
36 to 40	4,125	522,837,641.97	0.39	126,748.52	4.027	759	768	73	73	38
41 to 45	9,383	1,451,158,178.49	1.07	154,658.23	3.982	756	765	69	70	44
46 to 50	29,918	5,818,689,131.48	4.31	194,487.90	3.929	755	762	68	69	49
51 to 55	69,353	15,390,532,273.96	11.39	221,915.88	3.930	753	759	70	70	53
56 to 60	111,680	26,153,466,698.98	19.35	234,182.19	3.955	752	758	73	74	58
61 to 65	136,133	33,151,801,270.39	24.53	243,525.09	3.977	752	757	77	77	63
66 to 70	111,787	28,308,129,759.21	20.95	253,232.75	4.018	752	756	78	79	68
71 to 75	50,006	13,005,963,183.69	9.62	260,088.05	4.064	751	754	79	80	73
76 to 80	10,867	2,870,010,054.69	2.12	264,103.25	4.091	748	751	79	80	77
81 to 85	1,957	497,668,158.35	0.37	254,301.56	4.104	748	752	78	79	82
86 to 90	626	167,570,162.50	0.12	267,683.97	4.134	747	750	76	77	88
91 to 95	326	92,510,009.11	0.07	283,773.03	4.109	746	744	76	76	93
96 to 100	207	60,214,253.45	0.04	290,890.11	4.118	748	752	76	76	98
101 to 105	155	43,325,879.89	0.03	279,521.81	4.164	739	752	74	75	103
106 to 110	115	35,296,792.21	0.03	306,928.63	4.165	750	747	75	76	108
111 to 115	86	26,099,399.74	0.02	303,481.39	4.105	747	750	75	75	113
116 to 120	52	17,149,893.28	0.01	329,805.64	4.180	752	755	75	75	118
121 to 125	61	17,068,521.27	0.01	279,811.82	4.084	744	750	75	77	123
126 to 130	43	12,808,322.22	0.01	297,867.96	4.003	744	764	74	75	128
131 to 135	30	8,525,895.26	0.01	284,196.51	4.022	743	753	76	77	133
136 to 140	30	8,730,703.19	0.01	291,023.44	4.019	756	757	76	77	138
141 to 145	19	5,891,817.27	0.00	310,095.65	4.127	740	755	76	76	143
146 to 150	18	5,723,477.18	0.00	317,970.95	4.151	762	770	77	78	148
151 to 155	15	4,338,130.31	0.00	289,208.69	3.970	740	746	75	77	153
156 to 160	20	6,504,203.14	0.00	325,210.16	4.009	743	758	77	78	158
161 to 165	11	4,236,754.43	0.00	385,159.49	4.125	774	776	72	72	163
166 to 170	12	3,970,285.84	0.00	330,857.15	4.085	754	756	77	77	167
171 to 175	6	1,958,300.23	0.00	326,383.37	3.983	768	757	73	73	172
176 to 180	4	1,276,992.30	0.00	319,248.08	3.881	722	728	74	77	177
181 to 185	11	3,370,952.48	0.00	306,450.23	4.083	751	761	75	76	183
186 to 190	3	884,140.13	0.00	294,713.38	3.816	791	786	74	74	188
191 to 195	7	1,652,140.09	0.00	236,020.01	3.922	784	783	76	76	194
196 to 200	7	2,328,108.90	0.00	332,586.99	3.942	740	764	77	77	198
201 and greater	64	20,634,876.12	0.02	322,419.94	3.963	755	761	77	78	271
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average ELTV ratio of the Reference Obligations as of the Cut-off Date is approximately 62%.

### Credit Score of the Mortgagors of the Reference Obligations at Origination

Range of Original Credit Scores	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	114	21,955,183.11	0.02	192,589.33	3.987	N/A	752	77	77	63
600 to 619	288	50,151,109.31	0.04	174,135.80	4.325	611	650	75	75	62
620 to 639	5,911	1,178,651,451.81	0.87	199,399.67	4.491	630	657	75	75	62
640 to 659	11,667	2,373,944,276.83	1.76	203,475.12	4.441	650	673	75	75	62
660 to 679	21,600	4,602,523,751.22	3.41	213,079.80	4.358	670	692	75	75	62
680 to 699	41,395	9,393,356,520.31	6.95	226,920.08	4.185	690	712	75	76	62
700 to 719	59,304	14,025,409,147.03	10.38	236,500.22	4.094	709	730	75	76	63
720 to 739	66,838	16,135,744,060.92	11.94	241,415.72	4.006	729	744	75	76	63
740 to 759	79,854	19,387,383,940.86	14.35	242,785.38	3.945	750	756	75	76	63
760 to 779	97,834	23,708,846,930.07	17.54	242,337.50	3.923	770	770	75	76	62
780 to 799	116,830	27,961,898,597.94	20.69	239,338.34	3.904	790	783	75	76	62
800 to 819	72,096	15,910,686,046.14	11.77	220,687.50	3.892	807	795	75	75	61
820 to 839	1,939	390,425,993.32	0.29	201,354.30	3.898	822	809	74	74	60
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average Credit Score of the mortgagors of the Reference Obligations at origination was approximately 752.

\* Amounts may not add up to the totals shown due to rounding.

## Updated Credit Score of the Mortgagors of the Reference Obligations

Range of Updated Credit Scores	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	2,235	344,090,095.26	0.25	153,955.30	4.196	753	N/A	75	76	61
420 to 439	6	861,937.93	0.00	143,656.32	4.317	675	430	76	76	64
440 to 459	30	6,615,928.17	0.00	220,530.94	4.373	670	452	73	73	60
460 to 479	139	28,907,042.61	0.02	207,964.34	4.251	689	472	76	76	62
480 to 499	461	89,963,657.69	0.07	195,148.93	4.296	684	491	76	76	63
500 to 519	819	170,839,602.97	0.13	208,595.36	4.286	689	510	76	76	63
520 to 539	1,227	261,557,255.57	0.19	213,168.10	4.248	690	530	75	76	62
540 to 559	1,768	367,929,398.12	0.27	208,104.86	4.266	690	550	76	76	63
560 to 579	2,239	470,993,764.76	0.35	210,358.98	4.260	690	570	76	76	63
580 to 599	3,164	675,627,945.24	0.50	213,536.01	4.252	693	590	76	76	63
600 to 619	4,716	1,046,693,969.22	0.77	221,945.29	4.229	695	610	75	76	63
620 to 639	7,035	1,573,242,418.39	1.16	223,630.76	4.210	700	630	75	76	63
640 to 659	11,517	2,633,041,927.43	1.95	228,622.20	4.197	704	650	75	76	63
660 to 679	18,414	4,276,051,674.87	3.16	232,217.43	4.170	709	670	75	76	63
680 to 699	26,929	6,326,119,653.53	4.68	234,918.48	4.138	715	690	75	76	63
700 to 719	36,787	8,759,684,710.82	6.48	238,119.03	4.103	721	710	75	76	63
720 to 739	49,112	11,785,968,762.89	8.72	239,981.45	4.054	732	730	75	76	63
740 to 759	69,267	16,549,460,903.67	12.25	238,922.73	4.011	744	750	75	76	63
760 to 779	100,869	24,155,553,597.29	17.87	239,474.50	3.963	757	770	75	76	62
780 to 799	126,695	30,337,439,731.08	22.45	239,452.54	3.915	771	789	75	76	62
800 to 819	82,807	18,960,124,950.26	14.03	228,967.66	3.902	781	808	75	76	62
820 to 839	28,221	6,079,666,140.84	4.50	215,430.57	3.907	789	826	75	75	61
840 to 859	1,213	240,541,940.86	0.18	198,303.33	3.919	792	841	75	75	61
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average updated Credit Score of the mortgagors of the Reference Obligations was approximately 757.

## DTI Ratio of the Reference Obligations at Origination

Range of Original DTI Ratios (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Not Available	21	4,531,311.01	0.00	215,776.71	4.405	738	756	73	73	58
1 to 20	50,043	10,482,565,155.64	7.76	209,471.16	3.909	767	773	75	76	62
21 to 25	60,329	13,503,081,748.81	9.99	223,824.06	3.915	763	769	75	76	62
26 to 30	79,506	18,288,962,410.42	13.53	230,032.48	3.948	757	764	75	76	62
31 to 35	92,996	21,863,724,096.61	16.18	235,103.92	3.979	752	758	75	76	62
36 to 40	106,100	25,208,325,914.63	18.65	237,590.25	4.020	748	753	75	76	62
41 to 45	129,616	31,379,131,978.37	23.22	242,093.04	4.066	741	746	75	76	62
46 to 50	57,058	14,410,464,862.81	10.66	252,558.18	4.002	757	756	75	75	62
51 to 55	1	189,531.17	0.00	189,531.17	3.500	725	783	80	80	74
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The non-zero weighted average DTI ratio of the Reference Obligations at origination was approximately 35%.

## Occupancy Type of the Reference Obligations

Occupancy Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Primary Residence	479,920	116,517,690,182.96	86.22	242,785.65	3.943	751	756	75	76	63
Investment Property	67,569	12,726,578,123.87	9.42	188,349.36	4.480	760	762	74	74	60
Second Home	28,181	5,896,708,702.64	4.36	209,244.13	3.929	764	768	76	77	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

### Loan Purpose of the Reference Obligations

Loan Purpose	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Purchase . . . . .	302,842	68,752,577,685.94	50.87	227,024.58	3.999	756	760	77	78	63
No Cash-out Refinance . . . . .	130,854	33,624,908,462.99	24.88	256,965.08	3.851	753	759	73	74	61
Cash-out Refinance . . . . .	141,974	32,763,490,860.54	24.24	230,771.06	4.127	743	750	74	74	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Property Type of the Reference Obligations

Property Type	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Single Family . . . . .	365,433	84,700,592,127.04	62.68	231,781.45	4.006	750	755	75	76	62
Planned Unit Development . . . . .	155,082	38,438,014,598.92	28.44	247,856.07	3.964	754	759	76	77	63
Condominium . . . . .	52,204	11,555,957,821.84	8.55	221,361.54	3.999	760	766	75	76	63
Manufactured Housing . . . . .	1,672	195,901,294.98	0.14	117,165.85	4.179	747	753	77	77	N/A
Co-operative . . . . .	1,279	250,511,166.69	0.19	195,864.87	3.921	757	764	76	76	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

## Geographic Concentration of the Mortgaged Properties (State or Territory)

State or Territory	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
California	93,620	30,374,612,430.70	22.48	324,445.76	4.008	750	754	74	74	60
Texas	37,557	8,018,927,209.92	5.93	213,513.52	4.062	748	750	76	78	65
Colorado	25,125	6,621,820,153.85	4.90	263,555.03	3.995	754	759	75	75	59
Illinois	27,556	5,775,652,074.71	4.27	209,596.90	3.936	756	762	76	77	68
Washington	21,526	5,739,511,010.64	4.25	266,631.56	4.014	754	763	75	75	57
New York	19,154	5,235,816,714.80	3.87	273,353.70	4.084	748	748	75	76	63
Florida	26,599	5,186,293,246.96	3.84	194,980.76	4.104	748	753	76	76	63
New Jersey	16,566	4,451,570,669.97	3.29	268,717.29	3.981	751	752	76	76	66
Massachusetts	15,188	4,340,094,074.69	3.21	285,758.10	3.895	752	755	75	75	61
Virginia	15,596	4,265,681,496.14	3.16	273,511.25	3.923	758	764	75	77	65
Arizona	18,106	3,718,637,922.51	2.75	205,381.53	4.066	754	760	76	76	60
Oregon	14,662	3,660,883,283.96	2.71	249,685.12	4.028	755	764	75	76	62
North Carolina	17,434	3,453,396,199.13	2.56	198,083.99	3.946	757	763	76	77	63
Georgia	15,679	3,204,265,704.64	2.37	204,366.71	3.990	751	758	76	77	62
Michigan	18,541	3,133,264,350.05	2.32	168,991.12	3.977	751	758	76	77	62
Pennsylvania	15,596	3,009,985,779.46	2.23	192,997.29	3.950	755	759	76	77	65
Maryland	10,896	2,948,824,389.66	2.18	270,633.66	3.943	754	759	76	77	67
Minnesota	13,816	2,825,599,436.53	2.09	204,516.46	3.933	757	765	76	78	64
Ohio	15,419	2,351,137,115.47	1.74	152,483.11	3.962	753	759	77	77	64
Utah	10,103	2,338,739,856.49	1.73	231,489.64	3.964	755	758	76	76	57
Tennessee	10,060	1,946,419,217.58	1.44	193,481.04	4.016	752	758	76	77	62
Wisconsin	10,760	1,911,494,777.25	1.41	177,648.21	3.877	758	766	76	77	62
Missouri	10,367	1,771,428,268.07	1.31	170,871.83	3.949	755	761	76	77	65
Indiana	10,170	1,550,817,644.96	1.15	152,489.44	4.005	752	758	77	77	62
Nevada	7,241	1,524,233,121.87	1.13	210,500.36	4.124	749	756	76	76	58
South Carolina	7,327	1,396,936,326.79	1.03	190,655.97	3.992	753	760	76	77	64
Connecticut	5,511	1,261,976,872.63	0.93	228,992.36	3.936	752	753	76	77	70
Hawaii	2,884	1,142,926,647.02	0.85	396,299.11	3.908	754	759	74	75	62
Kentucky	6,103	990,507,011.78	0.73	162,298.38	3.945	753	758	76	77	66
Louisiana	4,851	954,081,463.77	0.71	196,677.28	4.041	746	750	76	76	69
Alabama	4,491	827,006,990.05	0.61	184,147.63	3.992	753	759	76	77	65
Idaho	4,103	783,157,737.69	0.58	190,874.42	4.011	753	760	76	76	53
Iowa	4,473	750,986,409.67	0.56	167,893.23	3.835	757	764	77	78	67
Kansas	4,128	704,238,949.50	0.52	170,600.52	3.927	755	760	77	77	64
District of Columbia	1,743	698,739,020.26	0.52	400,882.97	3.918	761	766	74	76	63
New Hampshire	2,966	646,554,364.37	0.48	217,988.66	3.902	754	757	76	77	61
Oklahoma	3,724	617,601,768.00	0.46	165,843.65	4.033	751	756	77	77	69
Montana	2,747	593,331,226.44	0.44	215,992.44	3.957	754	761	76	76	62
Arkansas	3,220	536,040,823.91	0.40	166,472.31	3.966	752	756	76	77	67
Maine	2,342	453,264,586.61	0.34	193,537.40	3.958	755	760	76	76	61
Rhode Island	1,878	408,579,109.48	0.30	217,560.76	3.972	751	752	76	76	62
New Mexico	2,212	403,927,892.18	0.30	182,607.55	4.068	755	758	76	76	63
Delaware	1,882	401,433,613.97	0.30	213,301.60	3.972	758	763	76	77	66
Nebraska	2,398	397,557,278.51	0.29	165,787.02	3.925	757	760	76	77	63
Vermont	1,727	344,208,164.85	0.25	199,309.88	3.820	758	763	76	76	66
North Dakota	1,420	288,070,052.25	0.21	202,866.23	3.838	752	759	76	77	69
Alaska	1,146	274,648,115.20	0.20	239,658.04	4.011	750	753	76	76	69
Mississippi	1,558	270,796,172.59	0.20	173,810.12	4.021	743	749	76	77	69
West Virginia	1,382	206,095,199.49	0.15	149,128.22	3.995	748	749	76	77	68
Wyoming	912	199,812,945.88	0.15	219,093.14	3.972	750	752	76	76	62
South Dakota	1,007	183,639,770.24	0.14	182,363.23	3.918	754	763	76	77	63
Guam	103	21,821,654.31	0.02	211,860.72	3.849	737	737	76	76	N/A
Virgin Islands	60	18,821,455.66	0.01	313,690.93	4.066	749	757	78	78	N/A
Puerto Rico	35	5,109,236.36	0.00	145,978.18	3.915	749	755	74	74	N/A
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

## Geographic Concentration of the Mortgaged Properties (Top 10 Metropolitan Statistical Areas (“MSA”))

Top 10 MSAs	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Los Angeles-Long Beach-Glendale, CA	20,943	7,552,357,664.56	5.59	360,614.89	4.016	749	752	73	74	59
Denver-Aurora-Lakewood, CO	15,572	4,235,052,191.48	3.13	271,965.85	3.991	752	758	75	75	60
Chicago-Naperville-Evanston, IL	18,423	4,206,488,186.34	3.11	228,328.08	3.944	756	763	76	77	68
Washington-Arlington-Alexandria, DC-VA-MD-WV	11,475	3,838,093,722.45	2.84	334,474.40	3.912	757	763	75	76	65
New York-Jersey City-White Plains, NY-NJ	11,094	3,719,697,974.48	2.75	335,289.16	4.110	749	748	75	75	63
Riverside-San Bernardino-Ontario, CA	13,256	3,432,410,570.04	2.54	258,932.60	4.031	744	747	74	75	61
Seattle-Bellevue-Kent, WA	10,527	3,272,580,409.17	2.42	310,874.93	3.997	753	763	74	75	58
Anaheim-Santa Ana-Irvine, CA	8,092	3,212,285,658.38	2.38	396,970.55	3.949	753	757	73	73	62
San Diego-Chula Vista-Carlsbad, CA	9,075	3,126,638,290.45	2.31	344,533.14	3.978	752	758	73	74	60
Portland-Vancouver-Hillsboro, OR-WA	11,008	2,915,819,704.38	2.16	264,881.88	4.016	754	763	75	76	62
Other	446,205	95,629,552,637.74	70.76	214,317.53	3.992	752	757	76	76	63
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

## Geographic Concentration of the Mortgaged Properties (Top 10 Three-Digit Zip Codes)

Top 10 Three-Digit Zip Codes	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
945xx	7,036	2,603,374,360.31	1.93	370,007.73	3.987	750	758	73	74	59
750xx	7,872	1,901,530,145.30	1.41	241,556.17	4.011	747	750	76	78	66
913xx	4,929	1,831,532,540.39	1.36	371,582.99	3.980	749	751	74	74	61
917xx	5,434	1,792,846,412.68	1.33	329,931.25	3.969	747	751	73	74	60
980xx	5,359	1,646,969,947.16	1.22	307,327.85	3.977	752	762	74	75	57
926xx	3,642	1,509,551,582.91	1.12	414,484.23	3.945	755	759	73	73	62
606xx	5,789	1,471,388,170.05	1.09	254,169.66	3.964	758	767	75	76	68
928xx	3,962	1,453,592,978.93	1.08	366,883.64	3.949	748	752	73	74	61
920xx	3,978	1,391,422,158.44	1.03	349,779.33	3.976	751	757	74	74	61
801xx	4,708	1,373,901,160.10	1.02	291,822.68	3.965	752	758	75	75	60
Other	522,961	118,164,867,553.20	87.44	225,953.50	3.996	752	757	75	76	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

## Original Term to Maturity of the Reference Obligations

Original Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
240 to 259	26	4,625,651.34	0.00	177,909.67	3.868	766	753	74	74	59
260 to 279	322	60,341,519.11	0.04	187,396.02	3.991	753	758	73	73	58
280 to 299	257	53,659,386.85	0.04	208,791.39	3.918	753	758	72	73	59
300 to 319	5,903	1,324,522,361.14	0.98	224,381.22	3.882	754	760	73	74	60
320 to 339	786	187,930,035.43	0.14	239,096.74	3.826	758	765	73	74	60
340 to 359	428	92,608,501.04	0.07	216,375.00	3.847	756	762	74	74	61
360	567,948	133,417,289,554.56	98.72	234,911.10	3.995	752	757	75	76	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average original term to maturity of the Reference Obligations is approximately 359 months.

\* Amounts may not add up to the totals shown due to rounding.



## Remaining Term to Maturity of the Reference Obligations

Remaining Term to Maturity (months)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
200 to 219	24	4,108,424.73	0.00	171,184.36	3.794	766	751	74	74	58
220 to 239	163	30,878,605.11	0.02	189,439.30	3.922	757	765	73	73	58
240 to 259	1,121	240,821,405.86	0.18	214,827.30	3.946	753	760	73	74	58
260 to 279	5,164	1,160,675,479.09	0.86	224,762.87	3.873	754	759	73	74	60
280 to 299	626	146,640,710.87	0.11	234,250.34	3.849	759	766	73	74	60
300 to 319	66,770	15,258,931,545.75	11.29	228,529.75	3.976	753	759	75	76	60
320 to 334	501,802	118,298,920,838.06	87.54	235,748.21	3.997	752	757	75	76	63
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

The weighted average remaining term to maturity of the Reference Obligations as of the Cut-off Date is approximately 324 months.

## Sellers of the Reference Obligations

Seller	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Wells Fargo Bank, N.A.	94,603	21,960,976,626.26	16.25	232,138.27	4.032	751	757	75	76	62
JPMorgan Chase Bank, N.A.	34,113	7,831,597,129.22	5.80	229,578.08	4.003	757	763	75	76	62
U.S. Bank N.A.	24,891	5,814,444,257.82	4.30	233,596.25	3.909	757	761	75	77	62
Caliber Home Loans, Inc.	22,304	5,415,071,246.51	4.01	242,784.76	4.082	749	749	76	76	63
Quicken Loans Inc.	23,929	5,171,905,501.35	3.83	216,135.46	4.079	742	747	74	75	62
AmeriHome Mortgage Company, LLC	19,890	4,944,196,223.94	3.66	248,576.98	4.025	750	754	75	76	62
loanDepot.com, LLC	15,062	3,967,875,791.69	2.94	263,436.18	3.997	749	754	75	75	63
Branch Banking And Trust Company	16,258	3,601,076,270.66	2.66	221,495.65	3.903	757	763	76	77	63
Stearns Lending LLC	11,081	3,144,662,695.27	2.33	283,788.71	3.921	749	756	75	76	61
United Shore Financial Services, LLC	12,168	3,094,444,706.95	2.29	254,310.05	4.011	756	758	75	75	61
Other	301,371	70,194,726,559.80	51.94	232,917.99	3.979	753	758	75	76	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

## Servicers of the Reference Obligations

Servicer	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Wells Fargo Bank, N.A.	99,093	23,225,283,223.45	17.19	234,378.65	4.023	751	757	75	76	62
JPMorgan Chase Bank, N.A.	40,683	9,142,844,542.08	6.77	224,733.78	4.032	755	761	75	76	62
Matrix Financial Services Corporation	32,758	8,326,914,245.89	6.16	254,194.83	3.963	754	759	75	76	62
U.S. Bank N.A.	29,652	7,067,549,504.49	5.23	238,349.84	3.900	756	761	75	77	62
New Residential Mortgage LLC	24,609	6,352,116,850.65	4.70	258,121.70	4.016	751	754	75	76	62
Caliber Home Loans, Inc.	22,302	5,414,604,015.58	4.01	242,785.58	4.082	749	749	76	76	63
Quicken Loans Inc.	21,464	4,520,462,838.66	3.34	210,606.73	4.089	741	746	74	75	62
Fifth Third Bank	18,749	3,962,443,055.75	2.93	211,341.57	3.971	750	755	76	76	63
Pingora Loan Servicing, LLC	14,244	3,884,853,508.49	2.87	272,736.14	3.969	756	760	75	76	62
Branch Banking And Trust Company	16,254	3,600,519,763.86	2.66	221,515.92	3.903	757	763	76	77	63
Other	255,862	59,643,385,460.57	44.13	233,107.63	3.982	752	758	75	76	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

### Origination Channel of the Reference Obligations

Origination Channel	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Retail	320,120	72,044,508,327.02	53.31	225,054.69	3.996	752	758	75	76	62
Correspondent	193,423	46,557,736,458.79	34.45	240,704.24	3.992	752	757	76	76	63
Broker	62,127	16,538,732,223.66	12.24	266,208.45	3.988	752	755	75	75	61
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### First Payment Date of the Reference Obligations

First Payment Date	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
February 2016	3	346,264.93	0.00	115,421.64	4.438	753	788	78	78	54
March 2016	1,138	239,338,388.62	0.18	210,314.93	4.282	747	753	76	76	60
April 2016	6,024	1,270,225,481.91	0.94	210,860.80	4.133	749	757	75	76	59
May 2016	24,868	5,661,469,861.68	4.19	227,660.84	3.971	753	759	75	76	60
June 2016	35,189	8,180,928,629.85	6.05	232,485.40	3.949	754	760	75	76	60
July 2016	38,758	9,086,656,063.75	6.72	234,445.95	3.917	755	760	75	76	61
August 2016	44,460	10,603,160,423.29	7.85	238,487.64	3.895	754	760	75	76	61
September 2016	41,901	10,155,106,069.57	7.51	242,359.52	3.840	754	759	75	76	62
October 2016	50,455	12,398,561,192.05	9.17	245,735.04	3.763	754	760	75	75	61
November 2016	46,296	11,160,425,107.43	8.26	241,066.73	3.758	753	758	75	75	62
December 2016	45,243	10,823,463,969.46	8.01	239,229.58	3.760	753	758	75	75	62
January 2017	42,228	10,268,772,580.64	7.60	243,174.50	3.786	752	758	75	75	62
February 2017	37,994	8,999,729,033.15	6.66	236,872.38	3.990	751	756	75	76	62
March 2017	24,939	5,700,930,144.35	4.22	228,594.98	4.299	748	754	75	76	63
April 2017	21,301	4,774,995,229.75	3.53	224,167.66	4.411	747	752	75	76	63
May 2017	27,099	5,908,632,891.21	4.37	218,038.78	4.447	748	752	76	76	65
June 2017	26,541	5,778,804,800.10	4.28	217,731.24	4.468	749	752	76	77	65
July 2017	31,448	7,156,921,174.58	5.30	227,579.53	4.354	749	753	76	77	66
August 2017	24,380	5,727,532,975.37	4.24	234,927.52	4.282	751	753	76	77	67
September 2017	5,405	1,244,976,727.78	0.92	230,337.97	4.233	751	754	76	77	67
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Maturity Date of the Reference Obligations

Maturity Date (year)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
2036	4	446,224.24	0.00	111,556.06	3.784	742	704	68	68	52
2037	20	3,662,200.49	0.00	183,110.02	3.795	769	757	75	75	59
2038	47	9,933,864.30	0.01	211,358.81	3.825	762	777	73	73	57
2039	198	36,323,210.74	0.03	183,450.56	3.915	756	762	73	74	58
2040	262	53,909,737.83	0.04	205,762.36	3.964	752	755	72	73	59
2041	4,368	1,004,099,555.86	0.74	229,876.27	3.795	756	762	73	74	59
2042	1,563	325,395,798.98	0.24	208,186.69	4.156	747	752	74	74	62
2043	281	66,281,333.87	0.05	235,876.63	3.829	762	764	73	74	60
2044	496	118,915,468.38	0.09	239,748.93	3.816	758	766	73	73	60
2045	310	73,498,221.92	0.05	237,091.04	3.809	756	762	73	74	60
2046	370,901	88,544,160,992.61	65.52	238,727.21	3.842	753	759	75	76	61
2047	197,220	44,904,350,400.25	33.23	227,686.60	4.296	749	753	76	76	64
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### First Time Homebuyer

First Time Homebuyer	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
No	487,260	115,080,837,694.21	85.16	236,179.53	3.997	753	758	75	75	62
Yes	88,410	20,060,139,315.26	14.84	226,898.99	3.970	747	753	78	79	64
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

### Number of Borrowers

Number of Borrowers	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
1	288,482	62,986,007,857.57	46.61	218,336.01	4.005	755	760	75	76	62
2	280,128	70,199,692,498.20	51.95	250,598.63	3.980	750	755	75	76	63
3	5,921	1,616,161,473.61	1.20	272,954.14	4.090	732	742	75	76	62
4	1,118	332,948,207.90	0.25	297,806.98	4.094	734	747	75	75	63
5	20	6,051,662.69	0.00	302,583.13	4.046	722	724	75	76	62
6	1	115,309.50	0.00	115,309.50	4.125	730	765	70	70	56
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Number of Units

Number of Units	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
1	557,291	130,012,866,849.94	96.21	233,294.40	3.979	752	757	75	76	62
2	12,372	3,160,314,323.27	2.34	255,440.86	4.324	754	755	73	73	61
3	3,225	1,043,917,829.91	0.77	323,695.45	4.381	754	753	73	73	68
4	2,782	923,878,006.35	0.68	332,091.30	4.438	759	758	72	72	70
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Lien Position of the Reference Obligations at Origination

Lien Position	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
First Lien	575,670	135,140,977,009.47	100.00	234,754.25	3.993	752	757	75	76	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Reference Obligations with Subordinate Financing at Origination

Reference Obligations with Subordinate Financing at Origination	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
No	554,092	127,837,240,808.92	94.60	230,714.83	3.994	752	758	75	75	62
Yes	21,578	7,303,736,200.55	5.40	338,480.68	3.986	750	747	73	86	63
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Mortgage Insurance Coverage Level

Mortgage Insurance Coverage Level (%)	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%)*	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
None	575,670	135,140,977,009.47	100.00	234,754.25	3.993	752	757	75	76	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

### Delinquency Status of the Reference Obligations as of October 31, 2019

Delinquency Status	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Current . . . . .	575,670	135,140,977,009.47	100.00	234,754.25	3.993	752	757	75	76	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Historical Delinquency Status of the Reference Obligations as of October 31, 2019

Historical Delinquency Status	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Never Delinquent in past 24 months . . . .	560,782	131,565,115,305.20	97.35	234,610.09	3.990	753	759	75	76	62
Never Delinquent in past 12 months . . . .	9,678	2,339,883,512.14	1.73	241,773.46	4.103	728	710	75	76	63
Never Delinquent in past 6 months and 1 time 30 days delinquent in past 12 months . . . . .	5,210	1,235,978,192.13	0.91	237,231.90	4.106	728	702	75	76	63
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

### Reference Obligations Assessed Using ACE

Reference Obligations Assessed Using ACE	Number of Reference Obligations	Aggregate Principal Balance (\$)	Aggregate Principal Balance (%) <sup>*</sup>	Average Principal Balance (\$)	Weighted Average Mortgage Rate (%)	Non-Zero Weighted Average Original Credit Score	Non-Zero Weighted Average Updated Credit Score	Weighted Average Original LTV Ratio (%)	Weighted Average Original CLTV Ratio (%)	Non-Zero Weighted Average ELTV Ratio (%)
Automated Collateral Evaluation . . . . .	88	27,353,536.73	0.02	310,835.64	4.086	748	745	74	74	64
Not Applicable . . . . .	575,582	135,113,623,472.74	99.98	234,742.61	3.993	752	757	75	76	62
<b>Total/Weighted Average:</b>	<b>575,670</b>	<b>135,140,977,009.47</b>	<b>100.00</b>	<b>234,754.25</b>	<b>3.993</b>	<b>752</b>	<b>757</b>	<b>75</b>	<b>76</b>	<b>62</b>

\* Amounts may not add up to the totals shown due to rounding.

## Appendix A

### SELLING RESTRICTIONS

The Initial Purchasers will agree with the selling restrictions set forth below.

#### Canada

Each Initial Purchaser has represented, warranted and agreed that:

(a) the sale and delivery of any Notes to a Canadian Purchaser by such Initial Purchaser shall be made so as to be exempt from the prospectus filing requirements and exempt from, or in compliance with, the dealer registration requirements of all applicable Canadian Securities Laws;

(b) (i) the Initial Purchaser is an investment dealer as defined in section 1.1 of National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations; or (ii) any sale and delivery of any Notes to a Canadian Purchaser will be made through (A) an affiliate of the relevant Initial Purchaser that is a registered investment dealer, exempt market dealer or restricted dealer; or (B) in compliance with the international dealer exemption from the dealer registration requirements, and otherwise in compliance with the representations, warranties, and agreements set out herein;

(c) each Canadian Purchaser is entitled under the Securities Laws to acquire the Notes without a prospectus qualified under the Canadian Securities Laws, and such purchaser, (A) is a “permitted client” as defined in section 1.1 of NI 31-103 and an “accredited investor” as defined in section 73.3 of the Securities Act (Ontario) and National Instrument 45-106 Prospectus Exemptions and is a person to which an Initial Purchaser relying on the international dealer exemption from the dealer registration requirements or an Initial Purchaser registered as a restricted dealer may sell the Notes, or (B) is an “accredited investor” as defined in section 73.3 of the Securities Act (Ontario) and NI 45-106 who is purchasing the Notes from a registered investment dealer or exempt market dealer;

(d) it will ensure that each Canadian Purchaser purchasing from it (i) has represented to it that such Canadian Purchaser is resident in Canada; (ii) has represented to it which categories set forth in the relevant definition of “accredited investor” in section 73.3 of the Securities Act (Ontario) and NI 45-106 or “permitted client” in section 1.1 of NI 31-103, or both, as applicable, correctly describes such Canadian Purchaser; and (iii) consents to disclosure of all required information about the purchase to the relevant Canadian securities regulators or regulatory authorities;

(e) it has not provided and will not provide to any Canadian Purchaser any document or other material that would constitute an offering memorandum (other than the offering materials described in the Note Purchase Agreement with respect to the private placement of the Notes in Canada) within the meaning of the Canadian Securities Laws;

(f) it has not provided and will not provide any document or other material that would constitute an offering memorandum within the meaning of the Canadian Securities Laws to a Canadian Purchaser outside the provinces of Alberta, British Columbia, Ontario and Quebec;

(g) it has not made and it will not make any written or oral representations to any Canadian Purchaser:

(i) that any person will resell or repurchase the Notes purchased by such Canadian Purchaser;

(ii) that the Notes will be freely tradeable by the Canadian Purchaser without any restrictions or hold periods;

(iii) that any person will refund the purchase price of the Notes; or

(iv) as to the future price or value of the Notes; and

(h) it will inform each Canadian Purchaser that:

(i) we are not a “reporting issuer” and are not, and may never be, a reporting issuer in any province or territory of Canada and there currently is no public market in Canada for any of the Notes, and one may never develop;

(ii) the Notes will be subject to resale restrictions under applicable Securities Law; and

(iii) such Canadian Purchaser’s name and other specified information will be disclosed to the relevant Canadian securities regulators or regulatory authorities and may become available to the public in accordance with applicable laws.

## **European Economic Area**

Each Initial Purchaser represents, warrants and agrees that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision: (a) the expression “retail investor” means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation 2017/1129/EU (as amended, the “Prospectus Regulation”); and (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

## **Japan**

The Notes have not been and will not be registered under FIEA and, accordingly, each Initial Purchaser undertakes that it will not offer or sell any Notes directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, “resident of Japan” means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

## **Korea**

The Trust is not making any representation with respect to eligibility of any recipients of this Memorandum to acquire the Notes referred to herein under the laws of Korea. The Notes offered under this Memorandum have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under FSCMA and are therefore subject to certain transfer restrictions. The Notes may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea (as defined in the Foreign Exchange Transaction Law of Korea) except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law and the decrees and regulations thereunder.

## **People’s Republic of China**

The Notes may not be offered or sold directly or indirectly within the borders of the PRC. The offering material or information contained herein relating to the Notes, which has not been and will not be submitted to or approved/verified by or registered with any relevant governmental authorities in the PRC (including but not limited to the China Securities Regulatory Commission), may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Notes in the PRC. The offering material or information contained herein relating to the Notes does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC. The Notes may only be offered or sold to PRC investors that are authorized to engage in the purchase of notes of the type being offered or sold, including but not limited to those that are authorized to engage in the purchase and sale of foreign exchange for themselves and on behalf of their customers and/or the purchase and sale of government bonds or financial bonds and/or the purchase and sale of debt securities denominated in foreign currency other than stocks. PRC investors are responsible for obtaining all relevant approvals/licenses, verification and/or registrations themselves from relevant governmental authorities (including but not limited to the China Securities Regulatory Commission, the State Administration of Foreign Exchange and/or the China Banking Regulatory Commission), and complying with all relevant PRC regulations, including, but not limited to, all relevant foreign exchange regulations and/or foreign investment regulations.

## **Singapore**

This Memorandum has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore (the “MAS”), and the Notes will be offered pursuant to exemptions under the SFA. Accordingly, this Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold,



or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any persons in Singapore other than (i) to an institutional investor pursuant to Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased in reliance of an exemption under Section 274 or 275 of the SFA, the Notes shall not be sold within the period of six months from the date of the initial acquisition of the Notes, except to any of the following persons:

- (i) an institutional investor (as defined in Section 4A of the SFA);
- (ii) a relevant person (as defined in Section 275(2) of the SFA); or
- (iii) any person pursuant to an offer referred to in Section 275(1A) of the SFA,

unless expressly specified otherwise in Section 276(7) of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 2(1) of the SFA) or securities-based derivatives contracts (as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable within six (6) months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person (as defined in Section 275(2) of the SFA), or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law; or
- (4) pursuant to Section 276(7) of the SFA.

## **Taiwan**

The Notes have not been and will not be registered with the Financial Supervisory Commission of Taiwan, the Republic of China pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan, the Republic of China through a public offering or in circumstance which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan, the Republic of China that requires a registration or approval of the Financial Supervisory Commission of Taiwan, the Republic of China. No person or entity in Taiwan, the Republic of China has been authorized to offer or sell the Notes in Taiwan, the Republic of China.

## **United Kingdom**

Each of the Initial Purchasers has represented, warranted and agreed that (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity, within the meaning of section 21 of the FSMA, received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Trust and (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

## Appendix B

### GENERAL MORTGAGE LOAN PURCHASE AND SERVICING

#### General

The Reference Obligations (also referred to in this Appendix B as mortgage loans) are evidenced by promissory notes or other similar evidences of indebtedness (each, a “mortgage note”) secured by first-lien mortgage loans, deeds of trust or similar security instruments on one- to four-unit residential properties (each, a “mortgaged property”). Each mortgage note and related mortgage loan are obligations of one or more mortgagors (individually or collectively as to a particular mortgage loan, a “mortgagor”) and require the related mortgagor to make monthly payments of principal and interest.

The Freddie Mac Act establishes requirements for and limitations on mortgage loans that we may purchase, as described below. We purchase “single-family mortgages,” which are mortgage loans that are secured by one- to four-unit residential properties. Such mortgage loans consist of both “conforming” and “super-conforming” mortgages. For 2017 and 2018, a “conforming mortgage” is a mortgage loan secured by a property with an original principal balance that does not exceed \$424,100 and \$453,100, respectively, for a one-unit residence (the “Base Conforming Loan Limit”). Higher Base Conforming Loan Limits apply to mortgage loans secured by properties in Alaska, Hawaii, Guam and the U.S. Virgin Islands and to multi-unit residences. For 2017 and 2018, a “superconforming mortgage” is a mortgage loan secured by a property located in a designated high-cost area with an original principal balance exceeding the Base Conforming Loan Limit, up to 115% of the median house price for certain geographic areas, not to exceed \$636,150 and \$679,650, respectively, for a one-unit residence (the “Super Conforming Loan Limit”). Higher Super Conforming Loan Limits apply to properties in Alaska, Hawaii, Guam and U.S. Virgin Islands and to multi-unit residences.

The Freddie Mac Act also establishes original LTV ratio limitations on the mortgage loans that we may purchase without a credit enhancement. The LTV ratio is a ratio of (a) the total principal balance of a mortgage loan to (b) the value of the mortgaged property, as defined in the Guide, at origination. Under the Freddie Mac Act, we may not purchase a mortgage loan (excluding mortgage loans refinanced under our Enhanced Relief Refinance Program) if, at the time of purchase, the outstanding principal balance of the mortgage loan exceeds 80% of the value of the mortgaged property unless we have one or more of the following credit protections, which are designed to offset any additional credit losses that may be associated with higher LTV ratios: the existence of mortgage insurance on the portion of the outstanding principal balance above 80% from a mortgage insurer that we determine is qualified; an agreement by the seller of the mortgage loan to repurchase a mortgage loan from us or replace (for periods and under conditions as we may determine) any mortgage loan that has defaulted; or retention by the mortgage loan seller of at least a 10% participation interest in such mortgage loan(s).

In addition to the standards in the Freddie Mac Act, which we cannot change, we seek to manage the credit risk with respect to the mortgage loans we purchase through our underwriting and servicing standards reflected in the Guide and other Purchase Documents. The Guide is incorporated by reference into our sellers’ and servicers’ other Purchase Documents and sets forth the basic terms of our selling and servicing requirements between Freddie Mac and our various sellers and servicers of mortgage loans. We detail our requirements for underwriting and selling mortgage loans to us in the “Selling” segment of the Guide. Similarly, we detail our requirements for servicing such mortgage loans in the “Servicing” segment of the Guide. The terms of the Guide are revised from time to time, usually several times a year, through bulletins to update the underwriting and servicing standards that govern our mortgage loans. On occasion, we will impose additional selling and servicing requirements solely through a bulletin without updating the Guide, particularly on matters that may be temporary in nature (e.g., special disaster related requirements). The Guide, bulletins and other information about most of our underwriting and servicing requirements can be accessed through [www.allregs.com](http://www.allregs.com) or [www.freddiemac.com](http://www.freddiemac.com) by clicking on “Doing Business with Freddie Mac” and then on “Single-Family-Forms and the Guide.” In addition, many of our sellers and servicers are provided TOBs, which may amend, waive or otherwise alter certain terms of the Guide. TOBs are periodically reviewed and subject to change. Freddie Mac does not and will not consider the impact to investors when approving, reviewing and changing any TOB. With respect to any mortgage loan, the obligations and duties with respect to such mortgage loan are reflected in the applicable Purchase Documents for the related seller and servicer.

We approve sellers and servicers of mortgage loans based on a number of factors, including their financial condition, operational capability and origination and servicing experience. In our standard application process we verify references and undertake a background review and functional area review (quality control, originations and underwriting, servicing and privacy compliance) prior to approving an entity as a seller and/or servicer. The seller or servicer of a mortgage loan need not be the originator of that mortgage loan. Each servicer must also annually certify that it remains qualified to service loans and deliver an annual officer's certificate to us, on or before the date specified in the Guide and any applicable servicing TOBs, stating that (i) a review of the servicer's activities during the preceding calendar year and of its performance under the Guide and any applicable servicing TOBs has been made under the supervision of the officer, and (ii) to the best of the officer's knowledge, based on that review, the servicer complied with the Guide and any applicable servicing TOBs in all material respects throughout the year, or, if the servicer failed to comply with the Guide and any applicable servicing TOBs in any material respect during that year, specifying the failure known to the officer and the nature and status of that failure and the action proposed to be taken with respect thereto.

We also employ quality control processes to manage our credit risk. Single-family mortgage credit risk is primarily influenced by the credit profile of the mortgagor (e.g., credit score, credit history, and monthly income relative to debt payments), documentation provided by the mortgagor, the number of mortgagors, the product features of the mortgage loan, the purpose of the mortgage loan, occupancy type, the type of property securing the mortgage loan, the LTV ratio of the mortgage loan, and local and regional economic conditions, including home prices and unemployment rates. Mortgage loans we acquire are evaluated by the applicable seller using multiple critical risk characteristics to determine the mortgagor's ability to repay the mortgage loan and the adequacy of the mortgaged property as collateral. Our quality control process is designed to determine, through a sampling of mortgage loans, whether the mortgage loans we purchased met the Guide and contract provisions under which they were delivered to us, as well as certain federal and state anti-predatory lending laws and regulations, and the Freddie Mac responsible lending policy (formerly known as the Freddie Mac anti-predatory lending policy).

Summarized below are Freddie Mac's general underwriting, servicing and quality control standards. See *"Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool — Underwriting Standards Used by Many of Our Sellers May be Less Stringent than Required by Our Guide"* and *"— Servicers May Not Follow the Requirements of Our Guide or TOBs, and Servicing Standards May Change Periodically"*.

## **Underwriting Standards**

We use a process of delegated underwriting for the mortgage loans we purchase. In this process, our contracts with sellers describe mortgage underwriting standards and requirements, and the sellers represent and warrant to us that the mortgage loans sold to us meet these standards and requirements. We employ numerous edits in our selling system to ensure that the mortgage loans delivered to us comply with the Freddie Mac Act and the credit requirements of the Guide, or if applicable, the credit requirements of the seller's Purchase Documents. The following discussion summarizes our general mortgage loan underwriting requirements (excluding government-insured loans and/or HARP loans).

Approximately 99% of the non-relief refinance mortgage loans purchased or guaranteed by Freddie Mac were underwritten using an AUS, — which is one of (i) our proprietary system, LPA, (ii) the seller's own system, or (iii) Fannie Mae's proprietary system, DU. In permitting a seller to use an AUS other than LPA, we require a number of additional credit standards for mortgage loans assessed by such other AUS to satisfy our credit requirements. Our Guide requires that mortgage loans sold to us must, at a minimum, have documented property values, a mortgage file which reflects an acceptable level of documentation and evidence of the mortgagor's ability to repay. A mortgage loan acquired by Freddie Mac may have an LTV up to 97% and a TLTV ratio up to 105%.

Approximately 500 out of more than 1,100 active mortgage sellers approved by us are provided TOBs that may amend, waive or otherwise alter certain terms of the Guide. For our largest sellers, we negotiate custom contracts that incorporate the Guide and provide those sellers with additional TOBs. We acquire mortgage loans under these forms of contracts on a daily basis in accordance with the terms contained in applicable agreements with sellers.

The following is a list of frequently used selling TOBs included in sellers' contracts:

1. ***Use of AUS other than LPA***: Allows sellers to sell us mortgage loans that were processed through Fannie Mae's DU or another proprietary AUS.
2. ***Incomplete improvements***: Allows sellers to sell to us mortgage loans prior to the completion of certain property improvements provided that the cost to complete the improvements is less than a specified percentage of the value of the mortgaged property and, in certain circumstances, without establishing an escrow account.
3. ***Calculating Monthly DTI Ratio on Revolving Accounts***: Allows sellers to use 3% of the outstanding balance of the account as the monthly payment on revolving or open-end accounts for purposes of calculating the monthly DTI ratio when the payment information is missing from the mortgagor's credit report.
4. ***Disbursement of Cash Back to the Mortgagor***: For no cash-out refinance mortgage loans, the cash disbursed to the mortgagor (or any other payee) may be the greater of 1% of the new refinance mortgage loan amount or \$2,000, provided that the total cash disbursed does not exceed 5% of the new refinance mortgage loan amount.
5. ***Second Homes not Suitable for Year-round Occupancy***: Mortgage loans secured by second homes which are not suitable for year-round occupancy are eligible provided that in the appraisal report the appraiser includes comparable sales that demonstrate that properties not suitable for year-round occupancy are typical in the market area.

Prior to approving a TOB, we engage in a review process to assess potential implications and impacts of any proposed TOB to us. After approval of a TOB, we periodically review seller contracts and TOBs to determine if changes to the TOBs are needed. We also review the performance of the mortgage loans sold to us by sellers and may develop an action plan or take corrective action with respect to a specific seller, if needed. See "*Risk Factors —Risks Relating to the Notes Being Linked to a Reference Pool — Underwriting Standards Used by Many of Our Sellers May be Less Stringent than Required by Our Guide*".

### ***The Application***

The information provided in each mortgage loan application is assessed by LPA, or another AUS acceptable to us, or is manually underwritten by the lender. LPA indicates the minimum income and asset documentation, credit-related documentation, and other requirements to complete processing of the loan file. The lender is responsible for the ultimate lending decision. These requirements are based on the specific risk factors present in each mortgage loan application including those pertaining to loan type, borrower creditworthiness, LTV and geographic location of the mortgaged property. If the mortgage loan does not receive an acceptable risk classification from LPA or other AUS, the mortgage loan must be manually underwritten in order for us to purchase it. Under the manually underwritten process an underwriter performs a risk assessment to determine whether the mortgage loan application meets the requirements of the Guide and any applicable TOBs. The underwriter may be an employee of the seller or may be an individual performing underwriting on a contract basis through a third-party firm such as a mortgage insurance company.

### ***Use of Credit Scoring***

Generally, we require a seller to obtain Credit Scores through credit bureaus when underwriting a mortgage loan. Credit Scores are a useful measure for assessing the creditworthiness of a mortgagor. Statistically, mortgagors with higher Credit Scores are more likely to repay or have the ability to refinance than those with lower Credit Scores. We provide instructions in our Guide regarding which Credit Score to use when underwriting. If the credit bureaus cannot generate a Credit Score due to insufficient information about an applicant or, if the applicant lacks a traditional credit history, then the mortgagor's credit reputation must be manually underwritten. If there is no established credit history, the mortgage loan approval may be conditioned upon the documentation of an acceptable alternative credit history consisting of at least three references showing timely payment of utilities, insurance premiums or rent, or other alternative credit references in the prior twelve

months. In 2017, we introduced an LPA feature that is reflected in our Guide provisions that allows for the underwriting of a mortgage loan without a Credit Score in certain circumstances. We do not grant TOBs permitting Credit Scores lower than 620 for manually underwritten mortgage loans. LPA assesses the borrower's credit profile and determines if it is acceptable. In some cases, LPA may accept Credit Scores below 620 based on compensating factors. See "*Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool — Credit Scores May Not Accurately Predict the Likelihood of Default*".

### ***Loan-to-Value Ratio***

As part of the underwriting of a mortgage loan, the LTV ratio is calculated. The LTV ratio used in the underwriting of such mortgage loan is the ratio of (i) the mortgage loan's original principal balance to (ii) the value of the mortgaged property determined at origination of the mortgage loan. Our LTV ratio limits are based on the purpose, property type, occupancy and number of units. The Guide provides that the LTV ratio for mortgage loans must not be greater than 97%. Freddie Mac generally requires an approved mortgage insurance policy for any mortgage loan for which its outstanding principal balance at the time of purchase exceeds 80% of the value of the related mortgaged property at origination. For purchase money mortgage loans, the LTV ratio is generally calculated using the lower of the purchase price and the appraised value. For mortgaged properties located in the State of New York, however, only the appraised value of such mortgaged property on the date of the related mortgage note is used to determine whether mortgage insurance is required or should be canceled. Consequently, no mortgage insurance coverage will be shown for certain mortgaged properties located in the State of New York, notwithstanding that Freddie Mac has calculated the corresponding LTV ratio in excess of 80%.

### ***DTI Ratio***

As part of the underwriting of each mortgage loan, the applicant's DTI ratio is calculated. Our DTI guidelines are based on the product, loan term, Credit Score, LTV ratio, property type, and occupancy characteristics of the subject loan transaction. Additionally, pursuant to our Guide, the lender's calculation of DTI is dependent upon a number of factors. The lender's decision to include or exclude any such factors in the calculation of the mortgagor's total income or total debts will affect the DTI originally reported to us by the seller. Our subsequent review of any DTI may determine that the lender included or excluded certain factors that would have resulted in a higher or lower DTI calculation. Notwithstanding any discrepancies with respect to the DTI calculation discovered during our quality control process or the Third-Party Due Diligence Review, Freddie Mac ultimately determined the acceptability of any such mortgage loans pursuant to our Guide requirements. The Guide provides that the DTI for mortgage loans must not be greater than 45%. Mortgage loans underwritten through LPA or DU may allow DTI to exceed 45% with compensating factors. We do not provide TOBs for DTIs beyond our Guide or other AUS requirements.

### ***Loans with Subordinate Financing***

Contemporaneously with the origination of the first lien mortgage loan, a mortgagor may have received one or more mortgage loans secured by the subject property in addition to the first lien mortgage loan purchased by Freddie Mac. These additional mortgage loans have subordinate priority to our first lien mortgage loan with such mortgagor. First lien refinance transactions may have existing subordinate financing with the applicant that is resubordinated to the new first lien transaction or may have new subordinate financing originated simultaneously with the first lien mortgage loan. The Guide and any applicable selling TOBs provide that mortgage loans cannot have a TLTV ratio greater than 105% (excluding government-insured loans and/or HARP loans).

### ***Documentation***

In general, we require the seller to obtain verifications and documentation for each source of qualifying income and assets identified by the mortgagor in the application. Freddie Mac allows two levels of documentation: Streamlined Accept and Standard.

*Streamlined Accept Documentation.* A seller may follow this type of documentation procedure for mortgage loans that are assessed by LPA and receive a Streamlined Accept Documentation



designation. Under Streamlined Accept Documentation, qualifying income for a salaried mortgagor would require documentation that includes a verification of employment, a year-to-date paystub or evidence of 30 days of income, and W-2 form(s) for the most recent year. For assets that are listed on the application and in a checking account the seller must provide a bank statement covering the most recent one month if those assets are required to qualify the applicant for the mortgage loan. For mortgage loans assessed by DU or another approved AUS, the seller may follow the documentation procedures required by the AUS, but such documentation procedures cannot be less stringent than Freddie Mac's Streamlined Accept Documentation procedures.

*Standard Documentation.* A seller is required to follow this documentation procedure for all manually underwritten mortgage loans and for mortgage loans that are assessed by LPA and receive a Standard Documentation designation. Under Standard Documentation, for qualifying income for a salaried mortgagor the seller must provide documentation that includes a verification of employment, a year-to-date paystub or evidence of 30 days of income, and W-2 form(s) for the most recent two years. For assets that are listed on the application and are in a checking account the seller must provide a bank statement covering the most recent two months if those assets are required to qualify the applicant for the mortgage loan.

### ***Collateral Valuation***

We require sellers to conduct a valuation of the mortgaged property as collateral for each mortgage loan. With few exceptions, this collateral valuation is determined by an appraiser who sets forth his or her opinion on an appraisal report of the estimated value of the mortgaged property following an inspection of it and the neighborhood. The seller selects and approves the appraisers used to conduct the valuation and represents and warrants that the appraisal services provided comply with the USPAP, applicable laws, and our Guide and any applicable TOBs. Appraisers must be state-certified or state-licensed real estate appraisers in the state in which the mortgaged property is located, have knowledge and experience in appraising the property type in the market area and have access to the applicable data sources. Beginning in June of 2017, we announced that certain mortgage loans may be eligible for an appraisal waiver through ACE. ACE, a Freddie Mac proprietary model, assesses whether the estimate of value or sales price of a mortgaged property, as submitted by the seller, is acceptable as the basis for the underwriting of the mortgage loan. ACE uses proprietary algorithms based on historical data and public records as well as historical home values to assess the value associated with mortgaged properties. Sellers determine if a mortgage loan is eligible for the ACE appraisal waiver by submitting such mortgage loan through LPA. If ACE determines that the estimated value or sales price of a mortgaged property provided by the seller is acceptable and the seller chooses to accept the ACE appraisal waiver option, the seller may receive Collateral Representation and Warranty Relief related to the value, condition and marketability of such mortgaged property upon delivery of the related mortgage loan to us.

### ***Home Possible® and HomeReady® Mortgages***

The Home Possible® program and Fannie Mae's HomeReady® program are designed to make responsible homeownership accessible to more first-time homebuyers and other qualified borrowers by offering mortgage loans requiring low down payments for low- to moderate-income homebuyers or buyers in high-cost or underserved communities. Home Possible® offers qualified borrowers 15- to 30-year fixed-rate mortgage loans or 5/1, 7/1 and 10/1 adjustable rate mortgages on single-family (one- to four-unit) dwellings, condominiums, PUDs and manufactured homes, which are eligible with certain restrictions. No cash-out refinancing option is available for borrowers who occupy the property. Under the Home Possible® program, mortgage loans on a single unit property or no cash-out refinance of an existing mortgage loan can have a maximum LTV ratio of 97% and TLTV ratio of 105% or mortgage loans on a two- to four-unit property or no cash-out refinance of an existing mortgage loan can have a maximum LTV ratio and TLTV ratio of 95%. Home Possible® requires first-time homebuyers to participate in an acceptable borrower education program. The Home Possible® program also allows for lower than standard insurance coverage requirements for certain qualifying mortgage loans. In addition, Home Possible® allows the borrower to make a down payment from a variety of sources, including family, employer assistance programs and secondary financing. Mortgage loans originated in connection with Fannie Mae's HomeReady® program have similar characteristics to mortgage loans originated in connection with



Home Possible®, however, Fannie Mae may amend certain criteria with respect to HomeReady® in the future and we may not be made aware of such amendments.

### ***Enhanced Relief Refinance Program***

At the direction of FHFA and in coordination with Fannie Mae, we introduced a high LTV ratio refinance program for mortgage loans originated on or after October 1, 2017, designed to provide refinance opportunities to borrowers with existing Freddie Mac mortgage loans who are current on their mortgage payments but whose LTV ratios exceed the maximum permitted for standard refinance products under our Guide. To be eligible for refinancing under the Enhanced Relief Refinance Program, the mortgage loan being refinanced must, among other things, (i) be a first-lien, conventional mortgage loan owned or securitized by Freddie Mac, (ii) have a note date on or after October 1, 2017, (iii) have been originated at least 15 months prior to the refinance note date and (iv) have had no 30-day delinquency in the immediately preceding six months, and no more than one 30-day delinquency in the immediately preceding 12 months. Mortgage loans that are subject to recourse, indemnification or other negotiated credit enhancement are potentially eligible so long as they meet certain eligibility requirements. A refinance mortgage loan under the Enhanced Relief Refinance Program is subject to additional limitations and requirements, including borrower requirements, to maintain the risk profile of the existing mortgage loan; provided, however, the loan balance may be increased to pay refinancing costs (currently set at \$5,000 but subject to increase by our regulator in the future). The new mortgage loan must have a LTV ratio exceeding 95% for one-unit principal residences or exceeding the maximum LTV ratio otherwise permitted for Freddie Mac “no cash-out” refinance mortgages, depending on occupancy and number of units. The refinance mortgage loan may be underwritten using LPA or manually. Existing relief refinance program mortgage loans and mortgage loans subject to outstanding repurchase demands are ineligible for the Enhanced Relief Refinance Program. Although lenders are permitted under the Enhanced Relief Refinance Program to apply their own funds to reduce existing mortgage loan balances to induce borrowers to refinance, principal forgiveness is not currently permitted under the program. Additionally, mortgage loans originated under the Enhanced Relief Refinance Program with an LTV ratio exceeding 80% will not be required to obtain mortgage insurance provided such original mortgage loans (i) were not required to obtain mortgage insurance in accordance with our Guide or (ii) were required to obtain mortgage insurance but such mortgage insurance was cancelled after origination in accordance with our Guide.

Mortgage loans originated under the Enhanced Relief Refinance Program qualify for lender relief with regard to certain representations and warranties upon origination and are potentially eligible for further relief in accordance with the sunset of representations and warranties discussed below under “— *Quality Control Process*.” To be eligible for such further relief, a mortgage loan must satisfy the following payment history requirements:

- for the 12-month period following the Freddie Mac settlement date, the related borrower had no 30-day or greater delinquencies; and
- for the 36-month period following the Freddie Mac settlement date, the related borrower:
  - had no more than two 30-day delinquencies,
  - had no 60-day or greater delinquencies, and
  - is not 30 or more days delinquent with respect to the 36th monthly payment.

### ***Flood Determinations and Property Insurance***

Each mortgage loan is evaluated to determine if the mortgaged property is located in a federal flood zone. We require flood insurance on mortgaged properties in certain flood zones with an amount of coverage that meets or exceeds federal law requirements. Generally, evidence of acceptable property insurance coverage on the mortgaged property is a requirement for loan approval.

### ***Title Insurance***

Each mortgage loan that we purchase must be covered by either a fully paid mortgage title insurance policy meeting the requirements of the Guide or an attorney’s title opinion or certificate meeting the requirements of the

Guide. The title insurance policy must protect the mortgagee up to at least the original principal balance of the mortgage loans less capitalized costs. The title insurance policy must be written on an appropriate ALTA title insurance policy form. If required, the policy may include environmental protection lien endorsement coverage (ALTA Form 8.1 or its equivalent) excepting only superliens which may arise after the loan is made. Examples of superliens include liens for local real estate taxes, utilities and common interest association assessments, depending upon the jurisdiction wherein the mortgaged property is located. Common interest association liens are usually for an amount calculated by the number of months the mortgagor is delinquent in payment of the assessments. While some states do not allow common interest association superliens, most allow up to six months of assessments and some allow up to eighteen months. Where a superlien exists and a mortgaged property is sold at foreclosure, the superlien takes priority over our first lien mortgage loans.

## **Servicing Standards**

### ***General***

“Servicing” includes all activities concerning the calculation, collection and processing of mortgage loan payments, responding to related mortgagor inquiries, making servicing advances, foreclosing upon defaulted mortgage loans, as well as all mortgage loan administrative responsibilities, including insurance claims collection, workouts, and loan level reporting. Servicing includes reporting regularly to us on servicing activities related to the mortgage loans they are servicing. Servicers must report, among other things, adverse matters, charge-offs approved by Freddie Mac, reports to credit repositories, foreclosures, monthly delinquencies, REO repurchases, and transfers of ownership. Servicing also includes depositing mortgagor principal and interest payments in designated custodial accounts. Freddie Mac then drafts the principal and interest from the custodial accounts (less an applicable servicer fee in the form of a servicing spread). Servicing also includes various types of investor and default reporting. Generally, Freddie Mac details its requirements for servicing mortgage loans in Series 7000, 8000 and 9000 of the Guide and any applicable servicing provisions (servicing TOBs), which may amend, waive or otherwise alter certain servicing requirements.

Generally, the servicing requirements applicable to all servicers are revised on a bi-monthly basis, though more frequent updates to the Guide may occur. These revisions to the servicing requirements are summarized in bulletins (“Bulletins”) and generally result in updates to our Guide. The descriptive summaries of our servicing standards contained in this Appendix B are not exhaustive but are drawn from the Guide and applicable servicing TOBs. The Guide, Bulletins and other information about servicing practices and requirements can be accessed through [www.allregs.com](http://www.allregs.com) or [www.freddiemac.com](http://www.freddiemac.com).

Generally, Freddie Mac does not itself conduct servicing activities. When a mortgage loan is sold to Freddie Mac, the seller enters into an agreement to service the mortgage loan for Freddie Mac in accordance with the Guide and applicable TOBs. The seller, now servicer, may immediately upon delivery of the loan to Freddie Mac or any time thereafter assign its servicing contract rights and obligations to another approved servicer provided it first obtains Freddie Mac’s prior written consent. With respect to any servicer, Freddie Mac retains the right to terminate, in whole or in part, with or without cause, a servicer’s servicing contract rights with respect to specific loans or all loans that it services for Freddie Mac. Following a termination of servicing contract rights, Freddie Mac may enter into a new servicing agreement with another Freddie Mac approved servicer to service such loans in accordance with the Guide. However, Freddie Mac may elect to engage the new servicer (i) on a fee per mortgage basis in lieu of a servicing fee, (ii) not require advances of principal or interest on delinquent loans, and (iii) reimburse the servicer’s default servicing advances on a monthly basis rather than upon cure of a delinquency or disposition of the loan.

The contractual right and related obligations to service a mortgage loan is referred to as a mortgage servicing right (“MSR”). There is a market for MSRs and they are commonly assigned and assumed between servicers. Under the Guide, servicers must obtain Freddie Mac’s prior written approval of any proposed assignment and assumption of MSRs. Each servicer is required to perform all services and duties customary to the servicing of mortgages, either directly or through approved subservicers.

We generally monitor the servicers’ performance and compliance with their servicing obligations through periodic audits of the mortgage loans, and collection of data and information about servicer performance, from both internal and external sources, and regularly assess this data in accordance with Freddie Mac’s Servicer

Success Program. See “*Monitoring Servicing Performance, Freddie Mac Servicer Success Program, Scorecard, Servicing Quality Assurance*” below. Under our agreements with our servicers, Freddie Mac has the right to pursue various remedies against its servicers for breaches of their servicing obligations, including the right to require a servicer to repurchase a mortgage loan or pay compensatory fees for certain violations of the servicing requirements. As an alternative to repurchase, Freddie Mac also has the right to require a servicer to indemnify or make Freddie Mac whole for its losses or enter into an indemnification agreement to indemnify Freddie Mac against future losses (remedies in lieu of repurchase are herein defined as “Repurchase Alternatives”).

### ***Servicing Responsibilities and Compensation***

Servicers are required to service and administer mortgage loans in accordance with the servicing requirements, including any and all applicable federal, state and local laws and the terms of the related mortgage loan documents.

The servicers are required to perform customary mortgage loan servicing functions, including:

- collection of payments from mortgagors and remitting payments to Freddie Mac (less any applicable servicing fee retained by the servicer) and, as applicable, mortgage insurers;
- maintenance of property insurance and filing and settlement of claims under those policies;
- maintenance of escrow accounts of some mortgagors for payment of taxes, insurance, and other items required to be paid by the mortgagors pursuant to terms of the related mortgage loan;
- processing of assumptions, substitutions, payoffs and releases;
- attempting to cure delinquencies and mitigate losses through alternatives to foreclosure (also called loss mitigation options and workout options) such as reinstatements, repayment plans, forbearance of payments, loan modifications, short sales, and deed-in-lieu of foreclosure transactions;
- supervising foreclosures and most default-related litigation, and taking title to the mortgaged property whether at foreclosure or via a deed-in-lieu of foreclosure transaction;
- inspection and management of mortgaged properties under certain circumstances; and
- maintaining and providing accounting records and reports relating to the mortgage loans.

The Guide also provides that a servicer may not solely target the mortgage loans sold to Freddie Mac as part of a solicitation program of refinances. In addition, under current servicing requirements the servicers must engage in collection efforts with delinquent mortgagors beginning no later than the 36<sup>th</sup> day of delinquency and generally continuing through just prior to foreclosure to attempt to resolve the delinquency by bringing the mortgage loan current. If these collection efforts are unsuccessful at resolving the delinquency, the servicer must, no later than the 45<sup>th</sup> day of delinquency, solicit such mortgagors to apply for mortgage assistance, such as a loan modification, to mitigate our potential losses in the event of foreclosure. For mortgagors who become 90 or more days delinquent (60 or more days delinquent on HAMP step-rate modifications), the servicers must offer a loan modification trial period plan to such borrowers without requiring underwriting or hardship documentation as part of the eligibility analysis.

The servicer performs services for the benefit of itself and us, but it does not owe any duties or obligations to any other parties, including, but not limited to, any noteholders, certificateholders, or the trust, as applicable. Accordingly, none of the transaction parties (except Freddie Mac, in certain corporate capacities or as master servicer) will be able to cause the servicer to perform its obligations for the benefit of investors or enforce the servicing requirements set forth in the Guide, applicable servicing TOBs or other Purchase Documents on their behalf.

A significant portion of our mortgage loans are serviced by several large servicers. Because we delegate the servicing function to our servicers, if our servicers lack appropriate process controls, experience a failure in their controls, or experience an operating disruption in their ability to service mortgage loans, the mortgage loans (including the mortgage loans in any securitization transaction) could be adversely affected. See “*Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool — The Performance of the Reference Obligations*”

*Could be Dependent on the Servicers” and “— The Performance of Sellers and Servicers May Adversely Affect the Performance of the Reference Obligations.”*

Mortgage loans owned or securities backed by such mortgage loans and guaranteed by us are also exposed to the risk that servicers might fail to service mortgage loans in accordance with the servicing requirements set forth in the Guide and applicable servicing TOBs, resulting in increased losses or modifications (and possibly increased severity of losses with respect thereto). For example, our servicers have an active role in our loss mitigation efforts, so, if a servicer’s performance declines, it could reduce the anticipated benefits of our loss mitigation requirements, which could result in losses, modifications, or other adverse results, such as short sales or foreclosures.

To the extent that a servicer requests a waiver from a provision of the servicing requirements or we initiate a pilot to test a servicing policy, we may permit such waiver, negotiate a voluntary servicing TOB, or issue a mandatory servicing TOB, which sets forth, among other things, the specific waiver or changes to our servicing requirements and the goals or requirements for the servicer. These servicing TOBs may cover all of the mortgage loans (including any mortgage loans included in any securitization transaction) serviced by that servicer or only selected portfolios. Some commonly issued servicing TOBs issued to servicers:

- allow or require the servicer to offer different loss mitigation options to mortgagors, such as a loan modification with terms that differ from our Guide- or Bulletin-based modification programs;
- provide enhanced functionality for transmitting servicing related documentation and information between the servicer and Freddie Mac;
- specify conditions and fees for servicers to hold additional servicing capacity in order to accept additional servicing portfolios on an accelerated basis as needed;
- initiate pilot programs where we test a new servicing policy or procedure with a limited number of servicers or borrowers in order to evaluate whether to roll it out to a larger population; and
- permit limited exceptions to servicing requirements under special circumstances, such as to allow a servicer more time to implement a new policy or to quickly deploy a new program resulting from exigent circumstances, such as disaster recovery or relief.

We will not consider the interests of investors in securitization transactions in granting such waivers or implementing such policies. We do not permit waivers for servicing performance that jeopardize the first-lien position of the mortgage loan.

Servicers receive fees for their services. We generally require that servicers retain a minimum servicing fee of at least 0.25% per annum of the interest-bearing unpaid principal balance of each of the mortgage loans they service, which may only be retained upon receipt of a full mortgage payment from the related mortgagor that is posted to the mortgagor’s account (such amount so determined on a monthly basis). We also pay special incentives for certain loss mitigation activities and reimburse servicers for certain expenses and advances made in connection with loss mitigation activities and default management. These incentive payments vary based upon the kind of activity, the rates of success and other factors. To the extent that we pay any incentives for loss mitigation activities on mortgage loans, we will not seek reimbursement from any securitization trust.

There can be no assurance, and no representation is made, as to the actual performance of a servicer with respect to any mortgage loan. Loss and modification experience on any mortgage loan will depend, among other things, on the value of the mortgaged properties securing such mortgage loan and the ability of mortgagors to make required payments.

See “Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool — The Performance of the Reference Obligations Could be Dependent on the Servicers.”

### ***Mortgage Loan Life Cycle***

Servicers are required to service mortgage loans from the date they sell such mortgage loans to Freddie Mac until the disposition of the mortgage loan or transfer or other assignment of the MSR to another servicer, which transferee servicer assumes the obligation to service the mortgage loans until disposition of the mortgage loan or

further transfer or assignment. For a performing mortgage loan, servicing activity concludes when the mortgage note is satisfied and the mortgaged property is released from the lien of the mortgage. For a non-performing mortgage loan (*i.e.*, a loan that is delinquent or is otherwise in default under the terms of the mortgage note at some point), servicers must conduct additional activities including increased communications with the mortgagor to bring the loan back to performing status, loss mitigation attempts and, if no resolution to the delinquency or default is reached, foreclosure and obtaining title to the mortgaged property. During these activities, servicers regularly report to Freddie Mac the status of the mortgage loans and Freddie Mac conducts monitoring and quality assurance reviews of the servicers' servicing activities. Under limited circumstances in which it is not feasible or cost-effective to foreclose on a mortgaged property, Freddie Mac may elect to charge-off a mortgage, which may include releasing the mortgage lien and/or cancelling the note. Below are general descriptions of Freddie Mac's current policies and procedures relating to these activities. More detailed descriptions of these activities and future revisions to our requirements may be found in the Guide and are summarized in related Bulletins.

### ***Applicable Law***

If applicable federal, state or local law requires a servicer to engage in an activity that is inconsistent with the servicing requirements set forth in any Purchase Documents, our servicers are required to comply with applicable law. Servicers will not be in violation of any servicing requirements contained in the Purchase Documents that are inconsistent applicable law. We do not provide additional compensation to servicers for changes to applicable law.

### ***Collection and Other Servicing Procedures***

Servicers generally are required to make reasonable efforts to collect all payments due under the mortgage loan documents and maintain contact with the mortgagors. Servicers are required to generally follow the same collection procedures that they use for their own portfolio of mortgages so long as they are consistent with the Guide. Servicers may charge the mortgagor for special services rendered, for example, sending a payoff statement or faxing an account history, subject to applicable law. Servicers also may waive late payment fees and service charges or, in certain cases, extend the due dates for payments due on a mortgage loan on a temporary basis or as part of a loan modification.

Under the Guide, servicers, to the extent permitted by law, may establish and maintain an escrow in which mortgagors will be required to deposit amounts sufficient to pay taxes, assessments, mortgage and property insurance premiums and other comparable items. Withdrawals from an escrow account may be made to effect timely payment of taxes, assessments, mortgage and property insurance, to refund to mortgagors amounts determined to be overages, to pay interest to mortgagors on balances in that escrow account, if required, and to clear and terminate that escrow account. Servicers are responsible for the administration of each escrow account required by the terms of the mortgage loans, the Guide and applicable law, and generally, are obliged to make advances to those accounts when a deficiency exists in any of those escrow accounts.

Under the Guide, a servicer is required to deposit principal and interest amounts it receives from a mortgagor into a custodial account it holds in the name of Freddie Mac. As required by the Guide, Freddie Mac drafts the principal and interest payments received, including prepayments and liquidation proceeds, from the custodial account.

### ***Property Insurance***

The Guide requires the servicer to verify that an insurance policy insuring against common hazards continuously covers the real estate and improvements securing each mortgage loan. The policy must be in an amount generally equal to the greater of the unpaid principal balance of the related mortgage loan or 80% of the full replacement cost of the insurable improvements, not to exceed 100% of the full replacement cost of the insurable improvements even if the unpaid principal balance exceeds such replacement cost. There are special insurance requirements when the mortgaged property is a condominium or is located in a development governed by a common unit association. If the mortgagor does not voluntarily maintain a property insurance policy or obtains unacceptable insurance coverage, the servicer must obtain replacement insurance, commonly known as



“lender placed insurance” (“LPI”). The premium for LPI is often significantly higher than the premium for the mortgagor’s voluntary policy and the coverage is limited to the unpaid principal balance of the mortgage loan. The costs for LPI are the responsibility of the mortgagor. However, if the mortgaged property does not reinstate and goes to foreclosure, the costs of lender placed insurance are often borne by us.

No earthquake or other additional insurance is to be required of any mortgagor or maintained on property acquired in respect of a mortgage loan, other than pursuant to applicable laws and regulations that are in effect and require such additional insurance or when the servicer is aware of a localized peril. When a mortgaged property securing a mortgage loan is located in certain areas identified in the Federal Register by the Federal Emergency Management Agency as having special flood hazards (and flood insurance is available) the servicer must ensure a flood insurance policy is maintained meeting the requirements of the current guidelines of the Federal Insurance and Mitigation Administration.

The Guide permits a servicer to obtain and maintain a blanket policy insuring against property losses on a PUD in lieu of maintaining a property insurance policy for any mortgaged property in such PUD. This blanket policy may contain a deductible clause. The ability of the servicer to ensure that property insurance proceeds are appropriately applied may be dependent on its being named as an additional insured under any property insurance policy and under any flood insurance policy referred to above, or upon the extent to which information in this regard is furnished to the servicer by mortgagors.

### ***Default Management***

Servicers are required to develop, follow and maintain prudent and efficient written procedures that meet the servicing requirements for promptly curing defaults and delinquencies and complying with applicable laws. Servicers are required to employ an experienced and skilled staff in financial counseling and mortgage collection techniques. Servicers may also hire subservicers, which may be a specialty servicer, and outsource vendors to conduct some or all of these activities and, in some circumstances, Freddie Mac may require a servicer to do so if we reasonably believe that the servicer is not adequately equipped to conduct default servicing and loss mitigation. We allow the servicer to grant a grace period of 15 days after the due date in which a mortgagor can make a monthly payment without incurring a penalty or late charge. In addition, a mortgage loan is not considered delinquent (although the mortgagor is in default under the terms of the note and related mortgage) unless a full monthly payment has not been received by the close of business on the last day of the month of the due date. For example, a mortgage loan with a due date of May 1 is considered delinquent if a full monthly payment is not received by the close of business on May 31. Late charges are generally assessed after the due date at the expiration of a grace period, if applicable. The servicer retains applicable late charges as additional servicing compensation and thus, the late charges are not remitted to Freddie Mac. There are situations where a late fee could be waived based on the unique circumstances of a mortgagor, such as when the mortgagor is performing in accordance with the terms of an alternative to foreclosure, a repayment plan, forbearance plan or trial period plan.

The servicer is required by the servicing requirements to attempt to contact a delinquent mortgagor early in the delinquency process and throughout the delinquency cycle in order to mitigate the risk of default. The servicer is required to attempt to contact the mortgagor or the mortgagor’s trusted advisor, such as a housing counselor who is responsible and authorized to discuss the mortgagor’s financial situation, to discuss the most appropriate options for resolving the delinquency. The servicer must make every attempt to (a) determine the reason for the delinquency and whether it is temporary or permanent in nature, (b) determine the mortgagor’s ability to repay, (c) set payment expectations and educate the mortgagor on alternatives to foreclosure and (d) obtain a commitment from the mortgagor to resolve the delinquency through traditional or alternative solutions.

Loan workout activities are a key component of our loss mitigation strategy for managing and resolving troubled assets and lowering credit losses. We emphasize early intervention by servicers in delinquent mortgage loans and provide a suite of alternatives to foreclosure. We provide our servicers default management tools and computer applications designed to help them manage delinquent mortgage loans and mortgage loans that, even if current, are at risk of imminent default. Our goal is to assist mortgagors in maintaining home ownership where possible, or facilitate alternatives to foreclosure when continued homeownership is not an option. We require our



servicers to follow a standardized protocol of workout options with the intention of determining and delivering the right kind of assistance needed to resolve the particular mortgagor's distress and minimize losses. Our loan workouts include:

- *Forbearance agreements*, where reduced payments or no payments are required during a defined period, generally one year or less. Forbearance agreements provide additional time for the mortgagor to resolve a hardship, such as unemployment or a disaster, before undertaking efforts to return to compliance with the original terms of the mortgage loan or to implement another loan workout. If the hardship is resolved, the forbearance agreement is typically followed by a reinstatement, repayment plan or loan modification; and if the hardship remains unresolved, it is followed by a loan modification, short sale, deed-in-lieu of foreclosure, or foreclosure.
- *Full Reinstatement*, where the mortgagor restores a delinquent mortgage loan to current status by paying any delinquent amounts in one lump sum payment.
- *Partial Reinstatement*, where the mortgagor makes a lump sum payment to cover some, but not all, past due amounts. A partial reinstatement is typically followed by a repayment plan.
- *Repayment plans*, which are contractual plans to make up past due amounts by requiring the mortgagor to pay an additional amount in excess of the monthly mortgage payment due. These may or may not be preceded by a partial reinstatement. These plans assist mortgagors in returning to compliance with the original terms of their mortgage loan.
- *Loan modifications*, which involve various changes to the terms of the mortgage loan, including one or more of the following: (i) capitalizing outstanding indebtedness, such as delinquent interest, to the unpaid principal balance of the mortgage loan, (ii) changing the interest rate, (iii) extending the maturity date, and (iv) reamortizing the payment schedule. We also may grant partial principal forbearance in connection with loan modifications. Principal forbearance is a change to a loan's terms to designate a portion of the unpaid principal balance (after capitalizing delinquent amounts) as non-interest-bearing and non-amortizing with such forbearance amount due as a balloon payment upon the maturity date of the loan, or earlier, upon sale or transfer of the mortgaged property or refinance or payoff of the interest-bearing balance. Freddie Mac has several loan modification programs as detailed in the Guide.
  - *Freddie Mac Flex Modification*<sup>®</sup> ("Flex Modification") where a mortgage loan may be modified up to three times. Our Flex Modification employs a trial period payment plan feature, which allows eligible mortgagors to make the new modified monthly payment for at least three months to ensure that the mortgagor can afford the new payment. While the mortgagor is making the trial period payments, the mortgage loan may remain in a delinquent status. The mortgage loan will not be permanently modified and brought current until the end of the trial period and only if the mortgagor has otherwise complied with the terms of the trial period plan. A Flex Modification may be offered from the time the mortgagor is current and found to be in imminent default to shortly before foreclosure sale. Freddie Mac also offers a streamlined Flex Modification to mortgagors who are 90 or more days delinquent or who have a step-rate mortgage and have become 60 or more days delinquent. Under the streamlined offer for the Flex Modification program, the servicer may offer the mortgagor a loan modification without having made an assessment of the mortgagor's hardship or income. If the mortgagor accepts the offer, the mortgagor will be required to make the new modified monthly payments for at least three months to ensure that the mortgagor can afford the new payment. While the mortgagor is making the trial period payments the mortgage loan will remain in a delinquent status. The mortgage loan will not be permanently modified and brought current until the end of the trial period and only if the mortgagor has otherwise complied with the terms of the trial period plan.
  - *Disaster-Related Modifications* are limited to mortgagors that became delinquent because their home or place of employment is located in an area subject to a presidentially declared major disaster where FEMA has made individual assistance available. Servicers may

consider such mortgagors for this modification once their hardship has been resolved if they were current or less than 31 days delinquent as of the date of the disaster, are between 29 and 361 days delinquent (i.e., at least one, but no more than 12, monthly payments are past due) at the time of evaluation and are able to resume making their contractual payments but are unable to make their loan current through a reinstatement or repayment plan. The disaster-related modifications listed below will not take effect and the mortgage loan will not be brought current until the mortgagor makes three trial period plan payments and otherwise complies with the terms of the trial period plan. While the mortgagor is making the trial period payments, the mortgage loan will remain in delinquent status, but the servicer must not report the delinquency to credit repositories while the mortgagor is on an active trial period plan.

- *Extend Modification.* Servicers must first consider such borrowers for Freddie Mac's "Extend Modification", under which the servicer does not capitalize arrearages, but rather extends the mortgage loan term by a number of months equal to the number of missed monthly payments that occurred during the mortgagor's preceding disaster forbearance plan. To the extent the servicer advanced escrow payments to a third party on behalf of the mortgagor and the mortgagor had not made such escrow payments to the servicer, the mortgagor must enter into a 60-month repayment plan to repay such advances in equal monthly installments to the servicer.
- *Disaster Relief Modification.* If a mortgagor is not eligible for the Extend Modification, the servicer must next evaluate the mortgagor for the Freddie Mac "Disaster Relief Modification". Under this modification, the servicer capitalizes arrearages and then extends the term of the mortgage loan in monthly increments until the monthly principal and interest due under the modified terms equals the pre-modification monthly principal and interest due. The servicer may not extend the term more than 480 months from the modification effective date. The servicer must evaluate the mortgagor for a Flex Modification if they are unable to achieve the pre-modification monthly payment by extending the term of the mortgage loan to the 480-month limit.
- *Short sales,* which allow a mortgagor to sell a mortgaged property to an unrelated third party for an amount that is not sufficient to pay off the mortgage loan in full. Under Freddie Mac's standard short sale program Freddie Mac has delegated to servicers the authority to approve short sales if the short sale generates certain minimum net proceeds and, under some circumstances, the mortgagor makes a cash or note contribution to reduce the losses on such mortgage loan. When an approved short sale is complete, the mortgage note is cancelled, the lien for the mortgage is released and the mortgagor may be paid an amount to assist with relocation. In most cases, after completion of an approved short sale, the mortgagor has no further obligation to make payment under the mortgage note. Freddie Mac has one primary short sale program as detailed in the Guide that is available to provide relief for mortgagors in different circumstances. Short sales may be approved from the time the mortgagor is current and found to be in imminent default to shortly before foreclosure sale. Freddie Mac offers a streamlined short sale to mortgagors who are 90 or more days delinquent and either have a Credit Score less than 620 or previously had the mortgage debt discharged in bankruptcy.
- *Deeds-in-lieu* of foreclosure are processed similar to a short sale except that title to a mortgaged property is not sold to a third party but is conveyed directly to us. Freddie Mac offers both standard and streamlined versions of a deed-in-lieu foreclosure transaction.
- *Mortgage assumption with or without an associated release of liability,* where a new party assumes the obligations of the mortgagor under the mortgage note or as modified in connection with a simultaneous assumption and loan modification. The servicer evaluates the new party for his/her ability to pay the mortgage loan before allowing the assumption and before allowing a current mortgagor to be released from liability; however, with respect to a simultaneous assumption and loan modification, the ability-to-pay assessment is based on the modified loan terms and less

stringent underwriting criteria than would be required in connection with an assumption of a mortgage loan unaccompanied by a modification.

Generally, if a loan workout has not been reached by the 121<sup>st</sup> day of delinquency on a mortgaged property serving as the mortgagor's primary residence (earlier for second homes and investment properties), we generally demand the servicer to accelerate payment of principal and all delinquent amounts due from the mortgagor and initiate foreclosure proceedings with respect to a mortgage in accordance with the provisions of the Guide, the mortgage loan documents and applicable law. However, we also require the servicer to continue to pursue loss mitigation alternatives to resolve the delinquency before the conclusion of the foreclosure proceedings in an effort to mitigate potential losses. If, after acceleration and demand for all sums due under the mortgage loan, a mortgagor pays all delinquent amounts, agrees with us to accept an arrangement for reinstatement of the mortgage loan or arranges for the sale or conveyance of the mortgaged property to a third party or us, the servicer may terminate the foreclosure proceedings and withdraw the demand. If the mortgagor again becomes delinquent, we generally will make a new demand for acceleration and the servicer will commence new foreclosure proceedings.

In recognition of the fact that mortgage loans that are delinquent are at higher risk for abandonment by the mortgagor, and may also face issues related to the maintenance of the property, we have developed servicing requirements for servicers when inspecting properties for which a monthly payment is delinquent. Depending on various factors, such as the ability to contact the mortgagor, the delinquency status of the account, and the property occupancy status, a servicer may hire a vendor to inspect the related property to determine its condition. If the inspection indicates the property is vacant and abandoned and in need of property safeguarding measures, such as securing or winterizing, the servicer will ensure the appropriate safeguards are implemented in accordance with industry, legal and Freddie Mac standards including our allowable expense limits.

**Bankruptcy.** When a mortgagor files for bankruptcy, the servicer's options for recovery are more limited. The servicer monitors bankruptcy proceedings and develops appropriate responses based on a variety of factors, including: (i) the chapter of the United States Bankruptcy Code under which the mortgagor filed; (ii) federal, state and local regulations; (iii) determination-of-claim requirements; (iv) motion requirements; and (v) specific orders issued through the applicable court. In general, when a mortgagor who has filed for bankruptcy protection becomes delinquent or defaults under the terms of the mortgage note, we instruct our servicers to engage counsel to file a motion for relief from stay that will allow the servicer to commence foreclosure proceedings. Servicers report information about mortgagors and mortgage loans affected by a bankruptcy proceeding to Freddie Mac on a periodic basis.

**Foreclosure.** The terms of the mortgage note, security instrument and applicable law provide mortgagees the right to commence a proceeding against the mortgagor to foreclose on the mortgage loan and/or enforce the mortgage note, provided certain requirements concerning endorsement of the note and/or assignment of the mortgage instrument are met. The servicer is responsible for most aspects of foreclosure beginning with sending appropriate pre-foreclosure notices, referring the mortgage to foreclosure counsel or a mortgage trustee, instructing and supervising foreclosure counsel or the mortgage trustee during the foreclosure process and participating in the foreclosure sale. If a third-party purchases the mortgaged property at the foreclosure sale, Freddie Mac drafts the net foreclosure sale proceeds from the servicer. If the servicer bids at the foreclosure sale in an amount as instructed by us and is the winning bidder, then the servicer is responsible for securing a deed providing clear and marketable title to the mortgaged property and presenting the property to us for intake into our REO inventory. Various federal and state laws have been created to add new requirements to the pre-foreclosure and foreclosure process which may make foreclosure more costly, lengthy and, in some cases, may render us unable to conduct a foreclosure altogether. These laws may negatively affect the mortgage loans (including any mortgage loans in any securitization transaction).

**Charge-off.** Our Guide provides that a servicer must make a recommendation to us that a mortgage loan be charged-off instead of pursuing foreclosure in various situations, including when there is an extraordinary risk of liability if we become the owner of the property. We will review such recommendations and determine whether to charge-off the mortgage loan. If a charge-off is approved, we will also determine whether to release the lien of the mortgage loan.

### ***Mortgage Insurance Claims***

If a mortgage loan is covered by mortgage insurance and there is a loss, including a loss resulting from a foreclosure sale, short sale, or the acceptance of a deed in lieu of foreclosure, Freddie Mac is required to file a claim with the applicable mortgage insurer and manage the payment process thereof. The servicer, in support of Freddie Mac's claim filing, is required to provide to the mortgage insurer all information and documentation pertaining to the claim no later than 60 days after the foreclosure sale, short sale or acceptance of a deed in lieu of foreclosure, or within any shorter time frame as specified by the mortgage insurance master policy or Freddie Mac. Certain mortgage insurers may not pay claims timely, may not pay claims entirely, or may make reduced payments due to impairment of their financial ability to honor the mortgage insurance policies they have issued. If the mortgage insurer reduces or denies the claim due to the servicer's violation of the mortgage insurance policy, the servicer is required to reimburse Freddie Mac for the reduced amount of the claim, or the entirety of the claim in the event of a claim denial. The full claim amount under any available mortgage insurance policy may not be available in the event the mortgage insurer determines the loss associated with the related mortgage loan is due to physical damage to the related mortgaged property.

### ***Servicing Alignment Initiative***

In 2012, we began implementing and continue to implement the FHFA-directed Servicing Alignment Initiative, under which we and Fannie Mae are aligning certain standards for servicing non-performing mortgage loans owned or guaranteed by Freddie Mac and Fannie Mae. We believe that the "Servicing Alignment Initiative" will continue to: (i) change, among other things, the way servicers communicate and work with delinquent mortgagors; (ii) bring greater consistency and accountability to the servicing industry; and (iii) help more financially distressed mortgagors avoid foreclosure. We have provided standards to our servicers under this initiative that require them to initiate earlier and standardized frequency of communication with delinquent mortgagors, employ consistent requirements for collecting loss mitigation documents from mortgagors, and follow consistent timelines for responding to mortgagors and for processing foreclosures. These standards have resulted in greater alignment of servicer processes.

Under these new servicing standards, we pay incentives to servicers that complete certain workout options in compliance with the applicable Guide and Bulletin requirements.

### ***Monitoring Servicing Performance, Freddie Mac Servicer Success Program, Scorecard, Servicing Quality Assurance***

We have established a program to monitor and improve servicing performance (the "Servicing Success Program"). The purpose of the program is to encourage communication with and improve performance of our servicers. We have established an internal unit to support the program and assigned account managers to provide individualized attention to their assigned servicer or group of servicers. This unit also collects information about servicer performance, from both internal and external sources, and regularly assesses this data. Default servicing and management is one of their primary focuses and servicers are continuously monitored based upon various metrics. We collect and synthesize this data, which measures a servicer's performance based on key criteria in two categories: investor reporting and default management, and provide this performance data to servicers through a scorecard (the "Servicer Success Scorecard").

Our Servicing Quality Assurance group also conducts file reviews of some servicers, both remotely and in the servicers' offices, in order to assess servicing and default management performance (the "Servicer Success File Review"). The Servicer Success File Reviews are in addition to credit and compliance reviews of the mortgage loans we undertake as part of our quality control process. See "*General Mortgage Loan Purchase and Servicing — Quality Control Process*" below. We may conduct the following types of file reviews:

- **Prudent Servicing Review:** An assessment of the servicer's collection activities, loss mitigation activities, timeline management, and property preservation processes.

- **Short Sale Compliance Review:** An assessment of the servicer's compliance with the requirements of the Guide, and servicing TOBs, as applicable, regarding completed short sales.
- **Loan Modification Compliance Review:** An assessment of the servicer's compliance with the requirements of the Guide and servicing TOBs, as applicable, regarding completed modifications.

Upon completion of the file review, we will provide our conclusions, including any defects, in writing to the applicable servicer. In the event we discover non-compliance with our requirements in the above reviews, we may pursue available remedies for such non-compliance. Remedies may include partial recovery of damages, indemnifications, repurchases and make-wholes. See *"Servicing Standards — Repurchase"*.

Freddie Mac may modify or expand the types of file reviews it conducts from time to time. No assurances are made that any of the mortgage loans will be subject to such a review.

If a servicer is placed in the bottom 25% in the default management category of its peer group of servicers based on results from its Servicer Success Scorecard, the servicer is presumed to have an unacceptable Servicer Success Scorecard result. Freddie Mac considers the Servicer Success Scorecard results, as well as factors such as trends in performance, adequacy of staffing, audit results, Servicer Success File Reviews, and/or compliance with the servicing requirements in evaluating whether the servicer's overall performance is unacceptable for purposes of continued eligibility as an approved servicer. If a servicer's overall performance is deemed unacceptable or a servicer does not meet the goals set forth in a servicing TOB, we may terminate the servicer's right to service, either partially or in full, with or without cause. Under our Servicing Success Program, Freddie Mac evaluates a servicer's performance with respect to all mortgage loans that such servicer services on behalf of Freddie Mac. In general, we work with servicers to develop policies and controls to improve servicing. If servicing, in whole or in part, is removed from a servicer, we have the discretion to determine if, and to what extent, that servicer may return to servicing mortgage loans under our Guide in the future. See *"Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool —Servicing Transfers May Result in Decreased or Delayed Collections and Credit Events"*.

### ***Repurchase***

In the event that a servicer did not properly service a mortgage loan according to the Guide, we may provide a notice of defect and require the servicer to correct the servicing defect. If unable to correct the servicing defect or if the servicing defect is uncorrectable, we may require the servicer to repurchase the mortgage loan or REO, make us whole on any losses, and/or indemnify us against future losses associated with the mortgage loan or REO. A demand for repurchase may be issued for several reasons, including: non-marketable title issues, mortgage insurance/hazard insurance policies prematurely cancelled or premiums not paid, and improper foreclosure.

Upon receipt of a repurchase notice, the servicer may file an appeal if it has additional supporting information and/or documentation that may affect our decision. The appeal must be filed within 60 days from the date of our notice requiring repurchase. We review the appeal and advise the servicer in writing of the appeal decision. If we deny the appeal, the servicer must repurchase the mortgage loan within 15 days from the date of our denial letter. A second appeal is permitted within those 15 days if the servicer is able to provide new documentation to support its contention that the mortgage loan complies with the contract. We may use discretion to make exceptions to the number of appeals and timelines when there are extenuating circumstances. After exhausting all available appeals, a servicer may request an impasse discussion. If the impasse discussion does not resolve the repurchase, additional management escalation and an independent review process may be available. For any repurchase decision finally upheld by these processes, Freddie Mac will draft the repurchase funds from the servicer, or the servicer may be subject to late fees and/or other remedies.

Even if we conclude that there was a servicing defect, we cannot assure you that the servicer will ultimately agree with our determination and repurchase the related Reference Obligation from us or that we will recover any amounts from such servicer. In addition, it may be difficult, expensive, and time consuming to legally pursue a repurchase claim against servicer and we cannot assure you that we would prevail on the merits of any such claim. Efforts to enforce a repurchase claim may lead to further disputes with some of our servicers and counterparties that may result in further litigation and any potential recoveries may take significant time to



realize. Investors in the Notes are also subject to the risk that servicers do not fully perform or cannot fully perform any repurchase obligations.

### ***Servicer Termination Event***

We may terminate a servicer's MSRs related to the mortgage loans at any time with cause or without cause, in whole or in part. Moreover, we may change our servicing policies in the future that could lead to servicer termination events. The reasons for terminating with cause include, but are not limited to, insolvency or bankruptcy, failure to maintain qualified servicing staff, the servicer's failure to comply with the servicing requirements, our determination that the servicer's overall performance is unacceptable, the servicer's failure to fulfill any obligation to us when due, an unacceptably high delinquency rate, an unacceptably high REO conversion rate, the servicer's failure to account for disposition of all monies and the servicer's misstatement, misrepresentation or omission of any material fact on any document submitted or oral representation made.

## **Quality Control Process**

### ***General***

When we purchase a mortgage loan, we rely on representations and warranties of the seller with respect to certain matters. These representations and warranties cover such matters as:

- The accuracy of the information provided by the mortgagor.
- The accuracy and completeness of any information provided by a seller to us, including third-party reports prepared by qualified professionals, such as property appraisals and credit reports.
- The validity of each mortgage loan as a first lien.
- The fact that payments on each mortgage loan are current at the time of delivery to us.
- The physical condition of the mortgaged property.
- The originator's compliance with applicable federal, state and local laws, including state responsible lending statutes and other applicable laws.
- The seller/servicers' compliance with our purchase agreements, including the Guide and any applicable TOBs.

Our custodians check certain stated terms of the mortgage loan documents, but we generally do not independently verify the terms in the mortgage loan security documents. Moreover, our quality control processes are not designed to uncover all violations of applicable representation and warranties related to the Reference Obligations. See *"Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool — Our Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes"*.

### ***Performing Loan Quality Control Review***

As part of our on-going quality control process, for a sample of mortgage loans we have purchased, we review the mortgagor's origination documentation for compliance with the Guide and any applicable TOBs. We also compare certain seller delivered data elements against the origination documentation for loans in the quality control sample. If data discrepancies are identified, the applicable mortgage loans are reviewed to determine the impact of the adjusted data to the adherence of the mortgage loans to our requirements. Some data discrepancies may cause the mortgage loans to have Unconfirmed Underwriting Defects. The most common Underwriting Defects found in the reviews of mortgage loans purchased during 2018 related to insufficient income and excessive obligations. Other common defects include inability to calculate income, insufficient funds to close, and DTI ratio in excess of maximum allowed. We give our seller/servicers an opportunity to appeal Unconfirmed Underwriting Defects in response to our request for the repurchase of any mortgage loan.



### ***Performing Loan Quality Control Review Sampling***

Each month we select a sample of the mortgage loans we acquired in the previous month in order to conduct a quality control review of performing mortgage loans. We use statistical sampling techniques to enable reliable estimates of the share of acquired loans that may be subject to Underwriting Defects. We also use supplemental targeted sampling to focus on loan attributes or sellers that may be of particular interest or concern from time to time. We also review a sample of the mortgage loans we acquired in the previous month to monitor compliance with legal and regulatory requirements pertaining to high-cost home loans. We conduct our review to verify that each mortgage loan reviewed (i) is made to a mortgagor from whom repayment of the mortgage loan can be expected and (ii) is secured by collateral that supports the value and marketability of the mortgaged property.

### ***Credit Review***

With respect to each mortgage loan selected for the sample, files are sent to vendors to reverify factual information and then the files are placed in a queue for review. All mortgage loans reviewed are compared against the underwriting standards set forth in the Guide and any applicable TOBs in effect at the time of purchase by us, including a review of the original appraisals of the mortgaged properties that were obtained in connection with the origination of those mortgage loans. The original appraisal value of the mortgaged property is reviewed against a value from HVE, when available, as well as additional collateral tools when appropriate by an underwriter, in order to assess if the original appraisal report supported the value and marketability of the subject property. We require each seller to have appraisal guidelines that include adherence to the requirements set forth in the Guide and any applicable TOBs in effect at the time of purchase by us, that payments for the appraisal may not be conditioned upon a particular valuation and that future business from the seller may not be used to influence or attempt to influence the valuation. To the extent HVE indicates that the original appraisal report significantly exceeded the actual value, we use other tools, including review appraisals, to determine if value and marketability of the mortgaged property was supported. This type of review is referred to as the “credit review” of mortgage loans. Our credit review also captures the names of parties to the mortgage loan transactions and compares them to our exclusionary list, which consists of individuals and companies that are prohibited from participating in transactions involving us, either directly or indirectly, due to lack of integrity or business competency. We require repurchase of any mortgage loan that was originated with parties on the exclusionary list.

### ***Responsible Lending Review***

Some mortgage loans are selected for responsible lending reviews, and are reviewed to assess whether those mortgage loans were originated in compliance with our responsible lending policy. Our responsible lending policy prohibits us from purchasing mortgage loans that have certain unacceptable terms and conditions (such as prepayment penalties, mandatory arbitration clauses and single premium credit life insurance). In addition, our policy prohibits us from purchasing mortgage loans designated as “high-cost,” “high-risk” or similar mortgage loans in identified states that impose assignee liability for violations of laws governing high cost home loans and mortgage loans. Our compliance review does not include examination of documents to ensure that the loan complies with all laws. This type of review is referred to as the “compliance review”. Mortgage loans that violate our charter or responsible lending policy are required to be repurchased by the applicable seller.

Reviewed mortgage loans that revealed Underwriting Defects were excluded from the Reference Pool. We may make contract exceptions for mortgage loans with minor technical violations or missing documentation that, notwithstanding the related violations, we determine to be acceptable mortgage loans.

Investors should note that only those mortgage loans selected as part of the sample as described above are subject to any credit or compliance review as part of our quality control review and that mortgage loans not selected as part of the sample as described above are not the subject of a credit or compliance review. See “— *Limitations of the Quality Control Review Process*” below and “*Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool — Our Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes*”.

### ***Non-Performing Loan Quality Control Review***

As part of our loss mitigation efforts, we perform a review of certain mortgage loans that become delinquent or, enter foreclosure and/or foreclosure alternative for compliance with the applicable contract guidelines relating to seller representation and warranty requirements in place at the time the loans were purchased by us. As of June 2, 2014, Freddie Mac also undertakes a similar non-performing loan review of each Credit Event Reference Obligation, provided the applicable representations and warranties are still in effect and the loan age is less than five years. We may, at our discretion, review Credit Event Reference Obligations with a loan age of five years or greater. See *“General Mortgage Loan Purchase and Servicing — Quality Control Process — Sunset of Representations and Warranties”* and *“Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool — Our Review of Reference Obligations That Become Credit Event Reference Obligations May Not Result in Reversed Credit Event Reference Obligations”*. Our non-performing loan reviews are conducted to verify that the applicable mortgage loan or Credit Event Reference Obligation (i) is made to a mortgagor from whom repayment can be expected, (ii) is secured by collateral that is adequate for the transaction and (iii) otherwise complies with our underwriting guidelines and other requirements set forth in our Guide and any applicable TOBs. For the mortgage loans selected to be reviewed or the Credit Event Reference Obligations reviewed, the loan files are sent to vendors to reverify factual information and then placed in a queue for review. All mortgage loans or Credit Event Reference Obligations reviewed are compared against the underwriting standards set forth in the Guide and any applicable TOBs in effect at the time of purchase by us. This review includes a credit component, a collateral component and captures the names of the parties to the mortgage loan transactions to ensure that none appear on the exclusionary list. Repurchase requests are sent by us to applicable sellers or servicers on those mortgage loans or Credit Event Reference Obligations that are deemed to have Unconfirmed Underwriting Defects, including any party on the exclusionary list and/or unsupported value or marketability. See *“Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool — Our Review of Reference Obligations That Become Credit Event Reference Obligations May Not Result in Reversed Credit Event Reference Obligations”*.

### ***Limitations of the Quality Control Review Process***

As noted above under the Risk Factor captioned *“Risks Relating to the Notes Being Linked to a Reference Pool — Our Limited Review of a Sample of a Small Percentage of the Reference Obligations May Not Reveal All Aspects Which Could Lead to Increases in the Principal Loss Amounts and Modification Loss Amounts Allocated to the Notes,”* there can be no assurance that our review uncovered all relevant factors relating to the origination of the Reference Obligations, each originator’s compliance with applicable law and regulations and the property valuation relating to the mortgaged properties, or uncovered all relevant factors that could affect the future performance of the Reference Obligations. We reviewed a small percentage of the Reference Obligations (which limited review may not detect all Unconfirmed Underwriting Defects for mortgage loans that were reviewed) and the Reference Obligations that were included in the review may have characteristics that were not discovered, noted or analyzed as part of the review that could, nonetheless, result in those Reference Obligations failing to perform in the future. Furthermore, even if Unconfirmed Underwriting Defects are detected, we may or may not pursue remedies against the related seller or servicer based on a variety of factors, which may not, at our sole discretion, consider the interest of Noteholders.

Investors are encouraged, in particular, to note the following with respect to the property valuation that was conducted as part of our review.

Differences may exist among and between estimated valuations due to the subjective nature of estimated valuations and appraisals, particularly between different appraisers estimating valuations or performing appraisals at different points in time, as well as among appraisers and other persons reviewing the appraisals or other valuations.

Appraisals and other valuations represent the analysis and opinion at the time it is prepared, and are not guarantees of, and may not be indicative of, the present or future value of the mortgaged property.

Investors are encouraged to make their own determination as to the extent to which they place reliance on the limited loan review procedures carried out on only a small percentage of the Reference Obligations as part of our review.

### ***Repurchases***

To the extent that we determine that the origination of a mortgage loan has an Unconfirmed Underwriting Defect relating to a representation or warranty given by a seller, and such representation or warranty is still in effect, as described under “*General Mortgage Loan Purchase and Servicing — Quality Control Process — Sunset of Representations and Warranties*”, the applicable seller or servicer generally will be obligated to repurchase the mortgage loan within 60 days after the date of our notice of such defect. We are not required, however, to enforce the repurchase obligation of the seller or servicer.

Upon receipt of a repurchase notice, the seller or servicer may file an appeal if it has additional supporting information and/or documentation that may affect our decision. The appeal must be filed within 60 days from the date of our notice requiring repurchase. We review the appeal and advise the seller/servicer in writing of the appeal decision. If we deny the appeal, the seller or servicer must repurchase the mortgage loan within 15 days from the date of our denial letter. A second appeal is permitted within those 15 days if the seller/servicer is able to provide new documentation to support its contention that the mortgage loan complies with the contract. We may use discretion to make exceptions to the number of appeals and timelines when there are extenuating circumstances. After exhausting all available appeals, a seller may request an impasse discussion with our quality control management personnel. If the impasse discussion does not resolve the repurchase, appeal, additional management escalation and an independent review process may be available. For any repurchase decision finally upheld by these processes Freddie Mac will draft the repurchase funds, or the servicer may be subject to late fees and/or other remedies.

Even if we conclude that there was a breach of a representation and warranty, we cannot assure you that the seller or servicer will ultimately agree with our determination and repurchase the related Reference Obligation from us or that we will recover any amounts from such seller or servicer. In addition, it may be difficult, expensive, and time consuming to legally pursue a repurchase claim against a seller or servicer and we cannot assure you that we would prevail on the merits of any such claim. Efforts to enforce a repurchase claim may lead to further disputes with some of our seller/servicers and counterparties that may result in further litigation and any potential recoveries may take significant time to realize. Investors in the Notes are also subject to the risk that sellers or servicers do not fully perform or cannot fully perform any repurchase obligations.

### ***Selling Quality Assurance***

We perform a quality assurance review on a small percentage of the mortgage loans that we review in our quality control process. This secondary review is performed to evaluate the quality and consistency of the quality control underwriters’ decisions and processes with our credit policies and procedures and the Guide and any applicable TOBs and to provide internal feedback regarding the effectiveness, interpretation and enforcement of policies. In addition to ensuring that the mortgage loans were properly underwritten in accordance with our policies and procedures and the seller’s purchase documents, we review data input for accuracy, verify documentation, confirm compliance with our responsible lending policy and evaluate remedies taken for mortgage loans for which problems were discovered in the quality control process. The results of our quality assurance review could lead to changes in our quality control processes. To the extent our quality assurance review identifies an Unconfirmed Underwriting Defect on any mortgage loan, we may demand that such mortgage loan be remedied or repurchased. However, we cannot assure you that the seller will ultimately remedy or repurchase any mortgage loan with an Unconfirmed Underwriting Defect.

### ***Data Reconciliations***

We routinely monitor the integrity of data reported to us by the sellers of the mortgage loans, resulting in the periodic identification of loans or groups of loans that may contain incorrectly reported data. We pursue a reconciliation of such data with its sellers to resolve these potential discrepancies. To the extent we reach an agreement with its sellers regarding potential discrepancies, the data is updated by the sellers through a post-funding correction.

### ***Sunset of Representations and Warranties***

The Reference Obligations are subject to representations and warranties made by the sellers. We may have recourse to a seller to the extent there is a breach of a representation and warranty made by that seller. However, we have granted, or may grant, relief to the sellers from their obligations for breaches of representations and warranties under certain limited circumstances. For example, in 2017, we announced that we will provide sellers with Collateral Representation and Warranty Relief for mortgage loans that we processed through Loan Advisor®. To the extent a seller receives Collateral Representation and Warranty Relief for any mortgage loan in the Reference Pool, we will not have recourse to the applicable seller for breaches related to property value of the corresponding Reference Obligation.

Further, and to the extent any Reference Obligation is not eligible for Collateral Representation and Warranty Relief, we will not have recourse to sellers and servicers for breaches of representations or warranties relating to (i) the underwriting of the mortgagor (including loan terms, credit history, employment, income and assets and other financial information used for qualifying the mortgagor), (ii) the underwriting of the mortgaged property (e.g., the description and valuation of the mortgaged property) or (iii) the underwriting of the project in which the mortgaged property is located (e.g., a PUD or condominium project), if any of the following conditions is met:

- following the Settlement Date, the mortgagor (1) made the first 36 monthly payments due with no more than two 30-day delinquencies, and no 60-day or greater delinquencies, and (2) was not 30 or more days delinquent with respect to the 36th monthly payment; provided, however, any of the first 36 monthly payments that are not made by a mortgagor during a forbearance period granted by Freddie Mac in connection with a natural disaster will not be considered delinquent, in which case, Freddie Mac will continue to have recourse for a breach of such representations and warranties until the later of the payment of the 36th monthly payment or the mortgage loan is made current at the expiration of the forbearance period;
- following the Settlement Date, the Reference Obligation was subjected to our quality control review and was determined to satisfactorily comply with the Guide and any applicable TOBs; or
- following the Settlement Date, the Reference Obligation became subject to an agreement whereby the related seller and we settled claims for outstanding and future breaches of origination representations and warranties.

To the extent that none of the above-referenced conditions are satisfied, the representations and warranties will remain in effect and we will continue to have recourse to the related seller and servicer for breaches of any such representations and warranties.

In any event, a seller or servicer will not be relieved from the enforcement of breaches of its representations and warranties on any Reference Obligation with respect to the following seven “life-of-loan” matters:

- (i) compliance with the Freddie Mac Act;
- (ii) misstatements, misrepresentations and omissions;
- (iii) data inaccuracies;
- (iv) clear title/first-lien enforceability;
- (v) compliance with laws and responsible lending practices;
- (vi) single-family mortgage product eligibility; and
- (vii) systemic fraud.

Further information regarding each of these “life-of-loan” exclusions is found in our Guide. We publish guidance to our sellers and servicers through our Guide, lender announcements and lender letters to provide clarity to our sellers and servicers regarding our interpretation of each of these exclusions, including guidance on how we intend to enforce these exclusions, and the relief of a seller’s obligations for breaches of representations and warranties as described above. This guidance is subject to change at our discretion. Future changes to such

guidance and interpretations may be applied retroactively and therefore could be applied to the Reference Obligations. See *“Risk Factors — Risks Relating to Freddie Mac — Changes in Our Business Practices May Negatively Affect the Noteholders”*.

### ***Representation and Warranties Settlements***

In recent years, we have entered into settlements with certain sellers to resolve existing and potential representation and warranties repurchase claims on portfolios of mortgage loans sold to us and may do so in the future. Any such settlement could involve potential representation and warranties claims on Reference Obligations. These settlements typically require us to release the applicable seller from certain repurchase obligations for violations of the Guide and applicable TOBs. Accordingly, we generally will not submit for quality control review any mortgage loans that become subject to such settlement.

See *“Risk Factors — Risks Relating to the Notes Being Linked to a Reference Pool — The Performance of Sellers and Servicers May Adversely Affect the Performance of the Reference Obligations”*.

## **REO Disposition**

### ***General***

HomeSteps® is our sales unit responsible for marketing and selling REOs. HomeSteps’ mission is to effectively manage our credit losses through effective and responsible REO management strategies while stabilizing home values and supporting communities. REO performance goals focus on achieving a balance between financial recovery, timelines, our mission, FHFA regulatory and conservator housing policies and reputation. In an effort to maximize financial recovery and reduce liability risks, HomeSteps outsources almost all activities to third-party vendors.

HomeSteps employs various sales and marketing strategies to attract buyers and approves and monitors asset expenditures on REOs. HomeSteps utilizes a combination of specialized vendors, analytical tools and procedures to establish an estimated market value of REOs, while managing property preservation and maintenance expenses and related property costs in an effort to preserve value and help stabilize communities. To the extent that FHFA directs us to pursue an initiative that impacts REOs the REOs subject to such an initiative may incur additional losses. For example, in connection with the Neighborhood Stabilization Initiative, which seeks the best disposition of distressed properties in particularly hard hit areas, certain low value properties may be donated to the community, demolished or repaired. The costs and losses associated with any such activities will be borne by any applicable securitization trust and may result in further losses that are allocated to noteholders or certificateholders, as applicable.

### ***The REO Intake Process***

After a foreclosure sale is reported to us, property information is sent to HomeSteps and proprietary business systems assign an outsourced vendor, which assigns a real estate broker to the property according to their geographical coverage area and available capacity. Once the real estate broker accepts an assignment, they will perform an initial assessment of the property’s condition and occupancy status. Depending upon the status of the property, it may be sold at auction or through the traditional retail sales channel.

### ***Redemption and Confirmation Periods***

Initial activities on an REO depend upon whether the former mortgagor has a post-sale right to redeem. Approximately half of all states have a redemption period during which the former owner may pay us an amount calculated by statute to “redeem” the REO, i.e., regain title to the property. The amount paid by the former owner usually corresponds to the sales price at foreclosure or the total indebtedness owed to us, depending upon the state. During the redemption period the former owner may have the right to occupy and rent the REO to third parties, which can lead to increased levels of damage to the REO and heighten the chances that an eviction will be necessary. However, in some states HomeSteps is able to take immediate possession of the REO and sell it during the redemption period. The real estate broker is assigned to perform periodic drive-by inspections, and HomeSteps or its vendors monitor the property status based upon these inspections. A key goal is to shorten the



redemption period if the property is voluntarily vacated prior to the end of the redemption period. If the property is determined to be abandoned, we will seek to have the redemption rights waived through the local courts. Once the redemption period expires and the property is released, the same disposition process used for properties in non-redemption states is followed. Some states may also have a confirmation period during which the former owner may contest the foreclosure sale before a court declares the sale to be final or “confirmed.” Confirmation periods range from several weeks to months. Depending upon the state, HomeSteps may not have title or possession of the REO during the confirmation period.

### ***Preservation and Maintenance***

After a property comes into HomeSteps’ inventory and is free from any applicable redemption or confirmation periods, the assigned real estate broker checks the condition and the occupancy status of the property. If the property will be sold using a retail sales strategy and is occupied, the property is referred to an eviction team and the assigned attorneys begin the eviction process. If the property is vacant, the real estate broker will initiate the initial cleaning and securing of the property to prepare it for market. Real estate brokers are required to inspect the properties weekly to ensure HomeSteps’ adequate preservation and maintenance standards are being applied consistently and monitor for any changes to the properties. We also use national inspection companies to conduct additional property inspections each month.

### ***Rental Management/Eviction***

If properties are occupied, the occupants may be provided with options including the opportunity to accept relocation assistance (Cash for Keys) or to participate in the REO Rental Program (for qualified occupants to remain in qualified properties). When there are tenants with a valid existing lease, HomeSteps may be required by applicable law to accept the existing lease or work with the tenants to establish a new Freddie Mac lease agreement. We may be able to market and sell the property during the tenancy.

If the occupant must be evicted, HomeSteps works with the assigned attorney to initiate the eviction process. The Cash for Keys program may be utilized to encourage the occupants to vacate in return for a cash payment to assist them in their relocation.

### ***Title***

Upon foreclosure, servicers are required to deliver a property with clear and marketable title to us. HomeSteps works to ensure that we have clear title to REOs by working with external service providers to proactively resolve identified title issues so that the property is sold with clear and marketable title. Title is generally cleared prior to listing the property for sale; however, some complex title issues are submitted to HomeSteps to work with the servicer to buy back the property.

### ***Property Valuation and Disposition***

When we have the legal right to access the property, the assigned real estate broker will determine occupancy status and alert us to any damage that may be covered by a hazard insurance policy that was in place prior to the vacancy of the REO. Our property valuation utilizes a variety of inputs, such as one or more BPOs or an appraisal. HomeSteps monitors daily performance, as well as overall trends in the valuation performance for the entire portfolio of REOs owned by us. Once we have established the estimated value, a marketing strategy and budget is developed for the property.

To establish an estimated market value for an REO, HomeSteps currently utilizes a valuation process requiring at least three opinions of value: (i) a BPO from the real estate broker, (ii) a second independent BPO from a national valuation vendor and (iii) an automated value from HVE. Based on the variance between the two BPOs and HVE, our proprietary valuation methodology calculates the estimated market value. However, if the variance is excessive, HomeSteps may either order an appraisal of the property by a licensed appraiser or conduct a desktop review to determine the estimated market value of the property. Validation processes are in place to achieve the final estimate of fair market value in an effort to reflect the most probable price which a property should bring in a competitive and open market under all conditions requisite for a fair sale, assuming that the buyer and seller each act prudently and knowledgeably, and that the price is not affected by undue stimulus.



### ***Special Sales Programs***

HomeSteps maintains several special programs to encourage owner-occupants to purchase its' REO. The "First Look" program allows potential owner occupants and non-profit organizations to make offers on the REO for the first 20 days (30 days in Nevada, Cook County, Illinois and the City of Detroit, Michigan) the REO is listed for sale without competition from investor buyers. During the First Look period HomeSteps will not consider offers from buyers seeking to acquire the REO for investment purposes. While HomeSteps will accept the highest and best offer received during the First Look period, the decrease of competitive bidders may lead to the REO being sold at prices that are less than could have been gained if investors' offers had been considered.

HomeSteps has an agreement with the National Community Stabilization Trust wherein it will allow non-profit organizations and local governments to inspect and submit offers to purchase the REO before the REO is inspected and listed for sale. In these cases the REO is sold to National Community Stabilization Trust participating buyers at a discount to estimated fair market value.

HomeSteps may also refer properties to an auction company. The resulting auctions may occur before the REO has been fully inspected. Auction sale prices may be lower than the fair market value of the REO but disposition of the REO is usually faster than a retail sale.

**Appendix C**  
**CUSIP NUMBERS**

<u>Class of Notes</u>	<u>Rule 144A</u>	<u>Regulation S</u>
B-2A .....	35565EAA0	U3202PAA9
B-2B .....	35565EAB8	U3202PAB7
B-2C .....	35565EAC6	U3202PAC5
B-2D .....	35565EAD4	U3202PAD3
B-2 .....	35565EAE2	U3202PAE1

