

# Freddie Mac



## Giant and Other Pass-Through Certificates

**Giant Certificates**

**Stripped Giant Certificates**

**Stripped Interest Certificates**

**Callable Pass-Through Certificates**

**Structured Pass-Through Certificates**

### **The Pass-Through Certificates**

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

### **Freddie Mac's Guarantee**

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

### **Freddie Mac Will Provide More Information for Each Offering**

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

### **Tax Status and Securities Law Exemptions**

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

**Pass-Through Certificates may not be suitable investments for you. You should not purchase Pass-Through Certificates unless you have carefully considered and are able to bear the associated prepayment, interest rate, yield and market risks of investing in them. The *Risk Factors* section beginning on page 14 highlights some of these risks.**

**Offering Circular dated October 20, 2020**

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

Definitions of terms we use in supplements to this Offering Circular, to the extent not defined herein, can be found at [http://www.freddiemac.com/mbs/docs/pc\\_disclosure\\_glossary.pdf](http://www.freddiemac.com/mbs/docs/pc_disclosure_glossary.pdf).

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

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

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*Appendix I — Index of Terms* shows the page numbers where definitions of capitalized terms appear.

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## **FREDDIE MAC**

### **GENERAL**

Freddie Mac was chartered by Congress in 1970 under the Federal Home Loan Mortgage Corporation Act (the “**Freddie Mac Act**”). Our public mission is to provide liquidity, stability and affordability to the U.S. housing market. We do this primarily by purchasing residential mortgages originated by lenders. In most instances, we package these mortgages into guaranteed mortgage-related securities, which are sold in the global capital markets and transfer interest rate and liquidity risks to third-party investors. In addition, we transfer mortgage credit risk exposure to third-party investors through our credit risk transfer programs, which include securities- and insurance-based offerings. We also invest in mortgages and mortgage-related securities. We do not originate mortgage loans or lend money directly to mortgage borrowers.

Although we are chartered by Congress, we alone are responsible for making payments on our securities. Payments on our Pass-Through Certificates are not guaranteed by, and are not debts or obligations of, the United States or any federal agency or instrumentality other than Freddie Mac.

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

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

We continue to operate under the conservatorship that commenced on September 6, 2008, conducting our business under the direction of the Federal Housing Finance Agency (“**FHFA**”), our conservator (the “**Conservator**”). To address deficits in our net worth, FHFA, as Conservator, entered into a senior preferred stock purchase agreement (as amended, the “**Purchase Agreement**”) with the U.S. Department of the Treasury (“**Treasury**”), and (in exchange for an initial commitment fee of senior preferred stock and warrants to purchase common stock) Treasury made a commitment to provide funding, under certain conditions. We are dependent upon the continued support of Treasury and FHFA in order to continue operating our business. Our ability to access funds from Treasury under the Purchase Agreement is critical to keeping us solvent and avoiding the appointment of a receiver by FHFA under statutory mandatory receivership provisions. See the Incorporated Documents for additional information regarding our conservatorship, the Purchase Agreement and the uncertainty surrounding our future.

### **SINGLE SECURITY INITIATIVE, THE CSP AND COMMINGLING**

Under the direction of FHFA, we have implemented the single security initiative, which is intended to increase the liquidity of the to-be-announced (“**TBA**”) market. As part of the single security initiative,

Freddie Mac and the Federal National Mortgage Association (“**Fannie Mae**”) began issuing a single (common) mortgage-related security, called the “**Uniform Mortgage-Backed Security™**” or “**UMBS®**”, as well as a “**Supers®**” mortgage-related security, which is a resecuritization of UMBS, Supers and certain other TBA-eligible securities. Also as part of the single security initiative, Freddie Mac began issuing a non-TBA-eligible mortgage-backed security referred to as an “**MBS.**” Fannie Mae also issues a mortgage-backed security referred to as an MBS. In connection with the implementation of the single security initiative, we ceased issuing new Gold PCs after May 31, 2019.

The Common Securitization Platform (“**CSP**”) is a shared securitization infrastructure that is undertaking certain securitization functions previously executed in-house separately by each of Freddie Mac and Fannie Mae. Common Securitization Solutions, LLC (“**CSS**”) owns and operates the CSP. CSS is jointly owned by Freddie Mac and Fannie Mae. CSS is performing certain significant securities administration functions primarily related to Pass-Through Certificates backed by (x) fixed-rate mortgage securities (e.g., Pass-Through Certificates backed by Gold PCs) or (y) GNMA Certificates; these functions include calculations of payments and ongoing reporting to investors. While we exercise influence over CSS through our representation on the CSS Board of Managers, we do not control its day-to-day operations.

In December 2016, we and FHFA announced the implementation of Release 1 of the CSP. Under Release 1, we began using the CSP for data acceptance, issuance support and bond administration activities related to certain Freddie Mac single-family fixed-rate mortgage-related securities.

Release 2 of the CSP was implemented on June 3, 2019. Release 2 added to the functionality of the CSP by, among other things, enabling commingling in resecuritizations of certain Freddie Mac-issued securities and Fannie Mae-issued securities, as discussed below. As part of Release 2, each of Freddie Mac and Fannie Mae began to issue UMBS and Supers.

For more information on CSS and the CSP, see our most recent Annual Report on Form 10-K, filed with the SEC, and 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.

Freddie Mac is offering an optional exchange program to enable holders to exchange certain eligible existing Gold PCs and Giant PCs for Uniform Mortgage-Backed Securities Mirror Certificates™ (“**UMBS Mirror Certificates**”), Mortgage-Backed Securities Mirror Certificates™ (“**MBS Mirror Certificates**”), Supers Mirror Certificates™ (“**Supers Mirror Certificates**”), and Giant Mortgage-Backed Securities Mirror Certificates™ (“**Giant MBS Mirror Certificates**”), as the case may be, and receive applicable float compensation in connection therewith.

Freddie Mac-issued UMBS can be commingled in resecuritizations with corresponding comparable Freddie Mac-issued UMBS Mirror Certificates, Supers and Supers Mirror Certificates as well as Fannie Mae-issued UMBS and Supers and certain legacy TBA-eligible mortgage-backed securities issued by Fannie Mae. Freddie Mac-issued PCs, MBS, Giant MBS, MBS Mirror Certificates and Giant MBS Mirror Certificates cannot be commingled with Fannie Mae securities.

Freddie Mac-issued UMBS are designed to qualify for “good delivery” under guidelines announced by the Securities Industry and Financial Markets Association on March 7, 2019, in satisfaction of unspecified TBA trades covering corresponding comparable Fannie Mae-issued UMBS and Supers, and certain legacy TBA-eligible mortgage-backed securities issued by Fannie Mae, and vice versa.

## **FHFA UMBS RULE**

On February 28, 2019, FHFA issued a final rule (the “**UMBS Rule**”) to require Fannie Mae and Freddie Mac (together, the “**Enterprises**”) to align programs, policies and practices that affect investor cash flows of their TBA-eligible mortgage-backed securities, including current TBA-eligible mortgage-backed securities.

The UMBS Rule is intended to enhance liquidity in the mortgage-backed securities marketplace, and to that end, enable adoption of UMBS, by achieving sufficient similarity of cash flows on cohorts of the Enterprises’ TBA-eligible mortgage-backed securities such that investors will accept delivery of UMBS from either issuer in settlement of trades on the TBA market.

Under the UMBS Rule, FHFA can require the Enterprises to consult with each other on any issues, including changes to covered programs, policies and practices that potentially or actually cause cash flows to TBA-eligible mortgage-backed securities investors to misalign. Each Enterprise must have an Enterprise-wide governance process to ensure that any proposed changes to covered programs, policies and practices that may cause misalignment are submitted to FHFA for review and approval. FHFA may require an Enterprise to change covered programs, policies and practices that FHFA determines may conflict with the purposes of the UMBS Rule.

The Enterprises must report any misalignment to FHFA. In the event of material misalignment, the Enterprises must also submit a report to FHFA describing the Enterprises’ plan to address the material misalignment. FHFA may require additional and expedient Enterprise actions to address material misalignment, including requiring an Enterprise to terminate a program, policy or practice or requiring the competing Enterprise to implement a comparable program, policy or practice.

For purposes of the UMBS Rule:

- “align” means to be sufficiently similar as to produce a CPR divergence of less than two percentage points in the three-month CPR for a cohort and less than five percentage points in the three-month CPR for the fastest paying quartile of a cohort, or as FHFA may temporarily adjust these percentages from time to time;
- “cohort” means all TBA-eligible securities with the same coupon, maturity and loan-origination year where the combined unpaid principal balance of such securities issued by both Enterprises exceeds \$10 billion;
- “covered programs, policies or practices” means management decisions or actions that have reasonably foreseeable effects on cash flows to TBA-eligible mortgage-backed securities investors (e.g., effects that result from prepayment rates and the circumstances under which mortgages are removed from securities) and can include management decisions and actions about: single-family guarantee fees; loan level price adjustments and delivery fee portions of single-family guarantee fees; the spread between the note rate on the mortgage and the pass-through coupon on the TBA-eligible mortgage-backed securities; eligibility standards for sellers and servicers; financial and operational standards for private mortgage insurers; requirements related to the servicing of distressed loans that collateralize TBA-eligible securities; streamlined modification and refinance programs; removal of mortgage loans from securities; servicer compensation; proposals that could materially change the credit risk profile of the single-family mortgages securitized by an Enterprise; selling guide requirements for

documenting creditworthiness, ability to repay, and adherence to collateral standards; contract provisions under which certain sellers commit to sell to an Enterprise a minimum share of the mortgage loans they originate that are eligible for sale to the Enterprises; loan modification offerings; loss mitigation practices during disasters; alternatives to repurchase for representation and warranty violations; and other actions;

- “fastest paying quartile of a cohort” means the quartile of a cohort that has the fastest prepayment speeds as measured by the three-month CPR. The quartiles shall be determined by ranking outstanding TBA-eligible securities with the same coupon, maturity, and loan-origination year by the three-month CPR, excluding specified pools, and dividing each cohort into four parts such that the total unpaid principal balance of the pools included in each part is equal;
- “material misalignment” means divergence of at least three percentage points in the three-month CPR for a cohort or at least eight percentage points in the three-month CPR for a fastest paying quartile of a cohort, or a prolonged misalignment (as determined by FHFA);
- “misalign” or “misalignment” means diverge by or a divergence of two percentage points or more in the three-month CPR for a cohort or five percentage points or more, in three-month CPR for a fastest paying quartile of a cohort; and
- “specified pools” means pools of mortgages backing TBA-eligible mortgage-backed securities that have a maximum loan size of \$200,000, a minimum loan-to-value ratio at the time of loan origination of 80 percent, or a maximum FICO score of 700, or where all mortgages in the pool finance investor-owned properties or properties in the states of New York or Texas or the Commonwealth of Puerto Rico.

Under the UMBS Rule, in certain circumstances FHFA has discretion to temporarily adjust the percentages described above in the definitions of “align,” “material misalignment” and “misalign” and (ii) definitions of “cohort,” “fastest paying quartile of a cohort” and “specified pools.” FHFA will publicly announce any temporary adjustments in a timely manner. Temporary adjustments in percentages or definitions may remain in place for six months, after which, the percentages and definitions will revert to the previously applicable percentages and definitions. At any time, FHFA may amend the percentages or definitions more permanently by a rulemaking that provides the public with notice and opportunity to comment on FHFA’s proposed changes to the percentages and definitions.

## **LOAN NOTE RATE POOLING RESTRICTIONS**

On February 26, 2019, FHFA announced that, acting as Conservator, it has directed the Enterprises to modify their pooling practices with respect to all fixed-rate products such that the rate on any mortgage in a pool backing a given security be not more than 112.5 basis points greater than the coupon on that security. FHFA also directed the Enterprises to limit the maximum servicing fee for each loan to no more than 50 basis points; the 50 basis point maximum servicing fee includes the standard 25 basis point servicing fee. These changes were effective for mortgages sold to the Enterprises with settlement dates on and after June 3, 2019. In addition, the FHFA has instructed the Enterprises to monitor the weighted average coupon of fixed-rate mortgage-backed securities and take actions as appropriate such that the weighted average coupon of fixed-rate mortgage-backed securities would be generally consistent with historical levels.



## ADDITIONAL INFORMATION

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

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

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

These documents are collectively referred to as the “**Incorporated Documents**” and are considered part of this Offering Circular. You should read this Offering Circular and the related supplement in conjunction with the Incorporated Documents. Information that we incorporate by reference will automatically update information in this Offering Circular. Therefore, you should rely only on the most current information provided or incorporated by reference in this Offering Circular and the related supplement. In addition, we provide updated information regarding each specific series and the assets backing the series on our internet website at [www.freddiemac.com/mbs](http://www.freddiemac.com/mbs).

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 an internet website at <http://www.sec.gov> that contains reports, proxy and information statements, and other information regarding companies that file electronically with the SEC.

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

<p><b>Freddie Mac — Investor Inquiry</b> <b>1551 Park Run Drive</b> <b>McLean, Virginia 22102-3110</b> <b>Telephone: 1-800-336-3672</b> <b>E-mail: <a href="mailto:Investor_Inquiry@freddiemac.com">Investor_Inquiry@freddiemac.com</a></b></p>
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We also make these documents available on our internet website at this address:



**Internet Website\*: [www.freddiemac.com](http://www.freddiemac.com)**

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

The mortgage securities section of our website (located at <https://freddiemac.com/mbs>) will also be updated, from time to time, with information regarding material developments or other events that may be important to investors. You should access this website on a regular basis for such updated information.

This Offering Circular relates to Pass-Through Certificates issued on and after October 20, 2020. For information about Pass-Through Certificates issued before that date, see the related Offering Circular (available on our internet website) that was in effect at the time of issuance of those Pass-Through Certificates. Under the Pass-Through Trust Agreement described in this Offering Circular, Freddie Mac has agreed to act as Trustee for and to administer all existing Pass-Through Certificates substantially in accordance with the Pass-Through Trust Agreement, as described in this Offering Circular. See *The Pass-Through Trust Agreement*.

## SUMMARY

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

**Depositor, Trustee, Administrator  
and Guarantor** .....

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

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

**Pass-Through Certificates** .....

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

**Assets and Mortgages** .....

The assets in each Pass-Through Pool may include Freddie Mac PCs, GNMA Certificates, Pass-Through Certificates, mortgage securities issued by entities not affiliated with Freddie Mac or other securities we have created or acquired, all proceeds of those assets, amounts on deposit in a custodial account of collections from those assets and the right to receive payments pursuant to our guarantee. The mortgages underlying the assets (the “**Mortgages**”) may be secured by single-family or multifamily residential properties, and have either a fixed and/or an adjustable interest rate.

**Types of Pass-Through Certificates:**

- **Giant Certificates** ..... Giant Certificates are single-class securities that receive

principal and interest from their underlying assets. They may have either a fixed or an adjustable interest rate, called a class coupon, depending on the underlying Mortgages.

- **Giant PCs®** ..... Giant PCs are Giant Certificates whose underlying assets are Freddie Mac PCs, other Giant PCs or Freddie Mac REMIC securities backed by PCs.
- **Giant Securities** ..... Giant Securities are Giant Certificates whose underlying assets are GNMA Certificates or other Giant Securities.
- **Stripped Giant Certificates** ..... Stripped Giant Certificates are issued in series consisting of two or more classes that receive principal only, interest only or both principal and interest from their underlying asset. Each series is backed by a single Giant Certificate. If you own proportionate amounts of each of the classes from the same series, you may exchange them for an equivalent amount of the underlying asset, and vice versa.
- **Modifiable and Combinable Securities (MACS)** ..... MACS are Stripped Giant Certificates issued in series consisting of a fixed rate interest only class, a principal only class and multiple fixed rate classes that receive both principal and interest with different class coupons, ranging from deep discount to high premium coupons. A series of MACS also may include multiple floating rate, inverse floating rate and weighted average coupon classes, some of which receive both principal and interest and some of which are interest only classes. If you own appropriate amounts of MACS classes, you may exchange them for other classes of the same series with different class coupons or interest rate formulas, or for an equivalent amount of the underlying asset, and vice versa.
- **Stripped Interest Certificates** ..... Stripped Interest Certificates are issued in series consisting of one or more classes that receive interest payments from one or more assets. Each series is backed by a portion of interest payments from Mortgages included in various pools that back Freddie Mac PCs.
- **Callable Pass-Through Certificates (CPCs)** ..... CPCs are issued in series consisting of pairs of Callable and Call Classes, and are backed by Giant Certificates. The Callable Class receives principal and interest from the underlying securities. The Call Class receives no principal or interest, but has the right to call the related Callable Class for redemption and to receive the

underlying securities.

• **Structured Pass-Through**

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

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

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

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

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

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

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

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

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

successor (“DTC”).

Certain classes, including Call Classes, will be issued in registered, certificated form. They will be transferable at our office, in our capacity as registrar, or at the office of any successor registrar we designate (the “Registrar”). You may contact Freddie Mac as Registrar through our Investor Inquiry Department or at:

Freddie Mac — Office of Registrar  
1551 Park Run Drive  
McLean, Virginia 22102-3110

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

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

## RISK FACTORS

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

### PREPAYMENT AND YIELD FACTORS

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

**Substantial repurchases of seriously delinquent Mortgages could materially affect the prepayment rates of the assets backing your Pass-Through Certificates.** Principal payment rates on Pass-Through Certificates can be significantly affected by the rate at which we repurchase delinquent Mortgages from the pools underlying the Pass-Through Certificates. Generally, the repurchase of a delinquent Mortgage from its pool results in a prepayment to investors in an amount equal to the unpaid principal balance of the affected Mortgage. Our practices with respect to repurchasing delinquent Mortgages from their related pools are described in *Description of the Mortgages – Mortgage Purchase and Servicing Standards – Defaults and Delinquencies* in the PC Offering Circular.

**Increased Mortgage refinance, modification and other loss mitigation programs could materially affect Mortgage prepayment speeds.** Working with our Conservator, we have significantly increased our refinance, loan modification and foreclosure prevention efforts (such as foreclosure suspensions) since we entered into conservatorship.

Depending on the level of borrower response to our refinance and loan modification initiatives and the number of borrowers who qualify for such refinancings and modifications, the increase in prepayments on certain Mortgages could be material. In turn, this could cause an increase in prepayments on the related Pass-Through Certificates. Generally, refinancings and modifications of Mortgages result in prepayments to investors in an amount equal to the unpaid principal balance of the affected Mortgages. We cannot predict the number of borrowers who will qualify for, or participate in, these programs or the resulting rate of prepayments on the related Pass-Through Certificates. However, borrowers that take advantage of such programs may later experience difficulties refinancing their Mortgages on market terms, which may later decrease prepayments on such modified or refinanced Mortgages as a result.

**Mortgage prepayments are affected by many factors and are unpredictable.** The rates of prepayments of Mortgages, and therefore the rates of principal payments on the assets backing a series of

Pass-Through Certificates, are influenced by a variety of economic, social and other factors, including local and regional economic conditions, homeowner mobility and the availability of, and costs associated with, alternative financing.

Such factors, which may be affected by our refinance and loan modification initiatives, include but are not limited to prevailing mortgage interest rates, Mortgage characteristics, such as the geographic location of the mortgaged properties, loan size, loan-to-value (“LTV”) ratios or year of origination, borrower characteristics (such as credit scores) and equity positions in their houses, availability and convenience of refinancing, prevailing servicing fee rates and the availability of our loan modification initiatives. In addition, the rate of defaults and resulting repurchases of the Mortgages, and repurchases due to (i) breaches of representations and warranties by Mortgage sellers, (ii) servicing violations by Mortgage servicers or (iii) modifications, such as may occur upon a borrower’s successful completion of a trial period under one of our loan modification initiatives, could also affect prepayment rates and adversely affect the yield on your Pass-Through Certificates.

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

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

**Callable Classes are subject to redemption risks.** If you own a Callable Class, you should consider the following additional risks:

- A redemption of the underlying assets will be similar in its principal payment effect to a full prepayment of all the related Mortgages.
- After your Callable Class becomes redeemable, its value is not likely to exceed, and may be lower than, its redemption price.
- A redemption is most likely to occur when prevailing interest rates are low. In this scenario, you may not be able to reinvest the redemption price in comparable securities at as high a yield.
- A redemption will occur only at the direction of the investor in the related Call Class. The Call Class investor may have economic incentives particular to that investor either to exercise or to refrain from exercising the call right.



**Index levels can reduce your yield if you own a Floating Rate or Inverse Floating Rate Class.** The yield on your class could be lower than you expect:

- If you own a Floating Rate Class and the levels of the applicable index are lower than you expect.
- If you own an Inverse Floating Rate Class and the levels of the applicable index are higher than you expect.

If you buy an interest only Floating Rate Class, you may not even recover your investment if the level of the applicable index is low or prepayments are fast. If you buy an interest only Inverse Floating Rate Class, you may not even recover your investment if the level of the applicable index is high or prepayments are fast.

**Reinvestment of principal payments may produce lower yields; expected principal payments may not be available for reinvestment.** Mortgages tend to prepay fastest when current interest rates are low. When you receive principal payments in a low interest rate environment, you may not be able to reinvest them in comparable securities with as high a yield as your Pass-Through Certificates. When current interest rates are high, Mortgages tend to prepay more slowly and your ability to reinvest principal payments could be delayed. If the yield on comparable investments is higher than the yield of your Pass-Through Certificates at that time, you could be disadvantaged by not receiving principal for reinvestment as quickly as you expected.

**General economic conditions could adversely affect your Pass-Through Certificates.** Changes in economic conditions and the condition of the residential housing market could adversely affect your Pass-Through Certificates in a number of ways. Recently, financial markets have been significantly and adversely affected and have experienced significant volatility in reaction to concerns regarding the significant outbreak of COVID-19, commonly referred to as “coronavirus,” in the global population. The World Health Organization has declared the outbreak to be a pandemic, and President Trump has declared the outbreak a national emergency in the United States. A significant number of states and local jurisdictions have declared states of emergency and have enacted measures requiring closure of numerous businesses, curtailing consumer activity, and other economically restrictive efforts to combat COVID-19. The outbreak may have significant near- and long-term effects on the financial markets and the global economy. These pandemic mitigation efforts have created sharp rises in unemployment and severe economic contraction. The pandemic has also led to severe market disruptions in global economies, markets and supply chains, and those disruptions may intensify and continue for some time, with significant near- and long-term effects on the financial markets and the global economy. The rate and number of mortgage payment delinquencies has increased significantly as a result of COVID-19, and could increase further in the future.

If the U.S. economy is weak, a high level of payment defaults on Mortgages could occur. Payment defaults on Mortgages could result in accelerated prepayments of your Pass-Through Certificates as a result of our repurchase practices relating to seriously delinquent Mortgages and Mortgage modifications, foreclosures and workouts. The rate of modifications could significantly increase and remain high as a result of our loan modification initiatives. At the direction of FHFA, we and Fannie Mae announced certain temporary measures to assist borrowers who experience a hardship related to COVID-19. These temporary measures include requiring servicers to grant borrowers with a COVID-19-related hardship temporary payment forbearance on their Mortgage payments for up to 12 months and, subsequently, once the hardship is resolved, if such borrowers do not have the resources to agree to reinstatement or a repayment plan, to evaluate the borrowers for certain of our payment deferral and modification programs. These temporary measures have resulted in a significant increase in borrower forbearances and we may adopt

future measures related to COVID-19 or other events which could also result in further significant increases in borrower forbearances. An increase in borrower forbearances could result in an increase in modifications over time, which in turn could result in a significant increase in prepayments on certain Pass-Through Certificates. These developments could adversely affect the liquidity, pricing and yield of your Pass-Through Certificates. Payment and recovery of principal on your Pass-Through Certificates could depend on our ability to honor our guarantee obligations. The value and liquidity of your investment in the Pass-Through Certificates may also be adversely affected by other pandemics or wars, revolts, terrorist attacks, armed conflicts, energy supply or price disruptions, political crises, natural disasters, civil unrest and/or protests and man-made disasters. See *Substantial repurchases of seriously delinquent Mortgages could materially affect the prepayment rates of the assets backing your Pass-Through Certificates and Increased Mortgage refinance, modification and other loss mitigation programs could materially affect Mortgage prepayment speeds.*

## **INVESTMENT FACTORS**

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

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

**The liquidity of your Giant PCs likely will be adversely affected by the implementation of the single security initiative.** In furtherance of the single security initiative, in May 2019, we commenced a voluntary exchange offer for eligible PCs and eligible Giant PCs, or portions thereof, that are not entirely committed to a resecuritization transaction. Holders of eligible PCs and eligible Giant PCs, or portions thereof, who accept the offer and exchange their PCs or Giant PCs, or portions thereof, will (i) receive mirror certificates backed by the exchanged PCs or Giant PCs, or portions thereof, and (ii) float compensation. Accordingly, any exchanged PCs and Giant PCs, or portions thereof, will no longer be available to fulfill securities trades and any exchanges will reduce the liquidity and tradeable supply of PCs and Giant PCs. Also in furtherance of the single security initiative, we ceased issuing new Gold PCs after May 31, 2019.

Depending on the rate and volume of PCs and Giant PCs that will be exchanged in our exchange offer and whether we terminate or change the terms of our exchange offer, the liquidity of Giant PCs may diminish rapidly and the pricing of, and the market for, your Giant PCs could be adversely affected. Our action to cease issuing Gold PCs after May 31, 2019 could also contribute to a diminishment of the liquidity of Giant PCs and could also adversely affect the pricing of, and the market for, your Giant PCs. In addition, the TBA market for PCs and Giant PCs ceased to exist after the implementation of the single security initiative on June 3, 2019. See *Freddie Mac—Single Security Initiative, the CSP and Commingling*.

**The Pass-Through Certificates are subject to market risk.** You will bear all of the market risks of your investment. The market values of your Pass-Through Certificates will vary over time in response to, among other factors: changes in prevailing interest rates; the age and other characteristics of Mortgages indirectly backing your Pass-Through Certificates; the number of and outstanding principal balance of other Pass-Through Certificates with similar characteristics; and the availability of comparable securities. Financial, regulatory and legislative developments concerning Freddie Mac generally, including whether we are in conservatorship or receivership, could affect prices for your Pass-Through Certificates. In addition, any adverse change in the market perception of our level of governmental support or credit standing could reduce the market price of the Pass-Through Certificates. Our exchange offer for eligible PCs and eligible Giant PCs could also affect the market value of your Pass-Through Certificates. If you sell your Pass-Through Certificates when their market values are low, you may experience significant losses.

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

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

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

- The owner of a class that you need for an exchange may refuse or be unable to sell that class to you at a reasonable price or at any price.

- Some classes may be unavailable because they have been placed into other financial structures, such as a REMIC.
- Principal payments and prepayments over time will decrease the amounts available for exchange.

**Risks related to your class coupon being based on SOFR.** The Secured Overnight Financing Rate, or “**SOFR**,” is a relatively new interest rate index and may not become widely established in the market or could eventually be eliminated. Further, the way that SOFR, including any market accepted adjustments to SOFR, are determined may change over time.

The Federal Reserve Bank of New York (the “**FRBNY**”) publishes SOFR on the FRBNY’s website. SOFR is intended to be a broad measure of the cost of borrowing cash overnight collateralized by Treasury securities. SOFR is calculated as a volume-weighted median of transaction-level tri-party repo data collected from The Bank of New York Mellon as well as General Collateral Finance Repo transaction data and data on bilateral Treasury repo transactions cleared through The Fixed Income Clearing Corporation’s delivery-versus-payment service. The FRBNY notes that it obtains information from DTCC Solutions LLC, an affiliate of DTCC. The FRBNY states on its publication page for SOFR that use of SOFR is subject to important limitations and disclaimers, including that the FRBNY may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice.

SOFR is published by the FRBNY based on data received from sources outside of the control or direction of Freddie Mac and Freddie Mac has no control over its determination, calculation or publication. The activities of the FRBNY may directly affect prevailing SOFR rates in ways we are unable to predict. There can be no guarantee that SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Floating Rate and Inverse Floating Rate Classes with class coupons based on SOFR (collectively, “**SOFR Classes**”). If the manner in which SOFR is calculated is changed or if SOFR is discontinued, that change or discontinuance may result in a reduction of the amount of interest payable on SOFR Classes and the trading prices of such SOFR Classes.

The FRBNY began to publish SOFR in April 2018. The FRBNY has also begun publishing historical indicative Secured Overnight Financing Rates going back to 2014. Investors should not rely on any historical changes or trends in SOFR as an indicator of future changes or trends in SOFR. As an overnight lending rate, SOFR may be subject to higher levels of volatility relative to other interest rate benchmarks. Also, since SOFR is a relatively new market index, the SOFR Classes will likely have no established trading market when issued, and an established trading market may not develop or may not provide significant liquidity. Market terms for SOFR Classes, such as the spread over the rate reflected in interest rate provisions, may evolve over time, and trading prices of earlier-issued SOFR Classes may be lower than those of later-issued SOFR Classes as a result. Similarly, if SOFR does not become widely adopted for securities like the SOFR Classes, the trading prices of such SOFR Classes may be lower than those of classes linked to indices that are more widely used. Investors in SOFR Classes may not be able to sell such SOFR Classes at all or may not be able to sell such SOFR Classes at prices that will provide them with yields comparable to those of similar investments that have a developed secondary market, and may consequently experience increased pricing volatility and market risk.

The use of SOFR may present additional risks that could adversely affect the value of and return on the SOFR Classes. In contrast to other indices, SOFR may be subject to direct influence by activities of the FRBNY, which activities may directly affect prevailing SOFR rates in ways we are unable to predict.

**Risks related to Compounded SOFR and Term SOFR.** The FRBNY began to publish, in March 2020, compounded averages of SOFR, which are used to determine Compounded SOFR, and Term SOFR

is currently in development and no assurance can be provided that its development will be completed. It is possible that there will be limited interest in securities products based on Compounded SOFR or Term SOFR, or in our implementations of Compounded SOFR and Term SOFR. As a result, investors should consider whether any future reliance on Compounded SOFR or Term SOFR may adversely affect the market values and yields of the related SOFR Classes due to potentially limited liquidity and resulting constraints on available hedging and financing alternatives.

In the event Compounded SOFR is used for SOFR Classes, operational constraints will require a Compounded SOFR methodology based on actual rates during an approximately 30-day period, or such other period described in the related supplement, commencing prior to the related Accrual Period. It is currently expected that there will be no overlap between this 30-day period and the related Accrual Period, as this 30-day period will cease prior to the commencement of the related Accrual Period. The Adjustment Date for SOFR Classes will be two business days prior to the applicable Accrual Period. Term SOFR will become the Benchmark for SOFR Classes provided that the conditions in the definition of SOFR Rate are met, which could lead to volatility in the interest rates of such SOFR Classes. We are dependent upon CSS and the FRBNY for our implementation of a SOFR Rate; as a result, operational or systems constraints at CSS or the FRBNY could adversely affect our ability to transition to Term SOFR if it later develops and to implement any SOFR Adjustment Conforming Changes. See *Appendix VI—Interest Rate Indices—SOFR* for a description of how we determine the interest rate for SOFR Classes.

The class coupons of SOFR Classes will be based on the SOFR Rate. The SOFR Rate will be based on Compounded SOFR unless and until those certain conditions described in *Appendix VI—Interest Rate Indices—SOFR* are satisfied, in which case the SOFR Rate will then be based on Term SOFR. We may, from time to time, make SOFR Adjustment Conforming Changes, which could change the methodology used to determine the SOFR Rate. We can provide no assurance that, with respect to SOFR Classes, the methodology to calculate Compounded SOFR, or, if later adopted, Term SOFR, will not be adjusted as described in the prior sentence after the issuance of such SOFR Classes and, if so adjusted, that the resulting class coupons will yield the same or similar economic results over the lives of the affected SOFR Classes relative to the results that would have occurred had the class coupons been based on Compounded SOFR or Term SOFR, as applicable, without such adjustment or that the market value will not decrease due to any such adjustment in methodology. Freddie Mac, as Administrator, will have significant discretion in making SOFR Adjustment Conforming Changes.

We can provide no assurance that the class coupons of SOFR Classes will eventually be based on Term SOFR or, if based on Term SOFR in the future, that the resulting class coupons will yield the same or similar economic results over the lives of the affected SOFR Classes relative to the results that would have occurred had the class coupons been based on Compounded SOFR or that the market value will not decrease due to the move from Compounded SOFR to Term SOFR.

Investors in SOFR Classes should carefully consider the foregoing uncertainties prior to purchasing those SOFR Classes. In general, events related to SOFR and alternative reference rates may adversely affect the liquidity, market value and yield of the related SOFR Classes.

**Changes to, or elimination of, SOFR could adversely affect your interests in the SOFR Classes.** In certain circumstances, as described in *Appendix VI—Interest Rate Indices—SOFR* under “Effect of Benchmark Transition Event - SOFR,” SOFR would be replaced as the Benchmark for the SOFR Classes following the occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date. Benchmark Transition Events include the making of public statements or the publication of information by the administrator of SOFR or its regulatory supervisor that SOFR will no longer be provided or is no longer

representative of underlying market or economic conditions. There can be no assurance that these events will be sufficient to trigger a change from SOFR in all circumstances where SOFR is no longer representative of market interest rates, or that Benchmark Transition Events for the SOFR Classes will align with similar events in the market generally or in other parts of the financial markets, such as the derivatives market.

If Freddie Mac as the Administrator determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of SOFR, then the rate of interest on the SOFR Classes will no longer be determined by reference to SOFR, but instead will be determined by reference to the Benchmark Replacement. The alternative rate of interest on the SOFR Classes will be determined in the first instance based on the alternative rate of interest that has been selected or recommended by the Relevant Governmental Body, in the second instance based on an ISDA Fallback Rate and in the third instance based on an alternative rate selected by the Administrator, in each case, together with any Benchmark Replacement Adjustment. If a particular Benchmark Replacement or related Benchmark Replacement Adjustment cannot, in the sole discretion of the Administrator, be determined (including because such Benchmark Replacement or related Benchmark Replacement Adjustment is deemed not to be administratively feasible), then the next-available Benchmark Replacement or related Benchmark Replacement Adjustment will apply. No assurance can be provided that any Benchmark Replacement (including any related Benchmark Replacement Adjustment) will be sufficient to produce the economic equivalent of SOFR, either on the Benchmark Replacement Date or over the lives of the SOFR Classes. Moreover, upon a Benchmark Transition Event related to SOFR, systems and process constraints (including those at CSS or the FRBNY) may preclude the adoption of a replacement index in a manner consistent with market consensus or investor expectations. Additionally, we cannot anticipate how long it will take us or CSS to develop the systems and processes necessary to adopt a specific Benchmark Replacement, which may delay and contribute to uncertainty and volatility surrounding any Benchmark transition for SOFR Classes.

Freddie Mac, as the Administrator, will have significant discretion with respect to certain elements of the related Benchmark Replacement process, including determining whether a related Benchmark Transition Event and its related Benchmark Replacement Date have occurred, determining which related Benchmark Replacement is available, determining the earliest practicable index determination date for using the related Benchmark Replacement, determining related Benchmark Replacement Adjustments (if not otherwise determined by the applicable governing bodies or authorities) and making related Benchmark Replacement Conforming Changes (including potential changes affecting the business day convention and index determination date). Holders of SOFR Classes will not have any right to approve or disapprove of these changes and will be deemed to have agreed to waive and release any and all claims relating to any such determinations. If the Administrator, in its sole discretion, determines that an alternative index is not administratively feasible, including as a result of technical, administrative or operational issues, then such alternative index will be deemed to be unable to be determined as of such date. The Administrator may determine an alternative to not be administratively feasible even if such rate has been adopted by other market participants in similar products and any such determination may adversely affect the return on the SOFR Classes, the trading market for the SOFR Classes and the value of the SOFR Classes.

These circumstances, as well as general uncertainty regarding the particular interest rate (or the methodology for calculating the interest rate) that will be determined to apply to the SOFR Classes in the event SOFR is discontinued, which may be an interest rate that is materially different from SOFR, may adversely affect the price of the SOFR Classes following the discontinuation of SOFR.



Finally, in the event an alternative index is designated for determining monthly interest rates, any subsequent changes to, or the elimination of, such alternative index could adversely affect the value of and return on the related SOFR Classes.

**Risks related to Giant ARM PCs backed by SOFR-based ARM PCs.** On April 1, 2020, we announced updates to our *Single-Family Seller/Service Guide* related to eligibility, underwriting and delivery requirements for SOFR-based ARMs that will use the compounded 30-day average SOFR published by the FRBNY. We also announced that we would begin purchasing SOFR-based ARMs on November 16, 2020 with settlement dates on and after December 1, 2020. Once this occurs, we will begin issuing ARM PCs backed by SOFR-based ARMs. In turn, we will be able to issue Giant ARM PCs backed by such SOFR-based ARM PCs.

As discussed above in *Risks related to your class coupon being based on SOFR*, SOFR is a relatively new interest rate index and there are significant risks associated with financial products based on SOFR. For example, it is possible that SOFR could be discontinued or the way that it is determined could change over time. Either of these events could adversely affect the market value, liquidity or yield of Giant ARM PCs backed by SOFR-based ARM PCs.

For more information, see *Risk Factors—Investment Factors—Risks related to ARM PCs being based on SOFR* in the PC Offering Circular.

**Changes to, or elimination of, LIBOR could adversely affect your investment in the LIBOR Classes.** On July 27, 2017, the U.K.-based Financial Conduct Authority (the “FCA”) announced its intention to cease sustaining LIBOR after 2021. The FCA indicated that it does not intend to sustain LIBOR through using its influence or legal powers beyond that date. It is possible, however unlikely, that ICE and the panel banks could continue to produce LIBOR on the current basis after 2021, if they are willing and able to do so, but we cannot assure you that LIBOR will survive in its current form, or at all. In the event ICE ceases to set or publish a rate for LIBOR, we will select an alternative index. Efforts to identify a set of alternative U.S. dollar reference interest rates include proposals by the ARRC and the FRBNY. We are a member of the ARRC and are participating in several of its working groups. We have adopted the ARRC Endorsed Terms as set forth in *Appendix VI* for determining an alternative reference rate for our LIBOR-based Floating Rate and Inverse Floating Rate Classes (collectively, “**LIBOR Classes**”). The ARRC Endorsed Terms generally rely on actions to be taken by regulators or the ARRC; however, there can be no assurance whether or when those actions will be taken. Further, there can be no assurance that these actions or related events will be sufficient to trigger a change from LIBOR to an alternative index in all circumstances where LIBOR is no longer representative of market interest rates, or that related Benchmark Transition Events for the LIBOR Classes will align with similar events in the market generally or in other parts of the financial markets, such as the derivatives market. In the absence of an effective resolution, we may be required to exercise our discretion to designate an alternative index and make related adjustments to the applicable interest rate calculations, which actions may be necessary in the absence of a clear market consensus.

The ARRC Endorsed Terms provide for various related alternative Benchmarks based on availability: the first alternative is Term SOFR, the second alternative is Compounded SOFR, the third alternative is a Benchmark selected or recommended by a Relevant Governmental Body, the fourth alternative is an ISDA Fallback Rate and the fifth alternative is a Benchmark selected by us. SOFR is a secured, risk-free rate that is calculated based on different criteria than LIBOR, which is an unsecured rate reflecting counterparty risk.



Accordingly, SOFR and LIBOR may diverge, particularly in times of macroeconomic stress. Since the initial publication of SOFR in April 2018, daily changes in SOFR have at times been more volatile than daily changes in comparable benchmark or market rates, and, over the lives of the LIBOR Classes, SOFR may diverge from historical or indicative data. Term SOFR, which is the first related alternative Benchmark for LIBOR Classes, is expected to be a prospective term rate based on SOFR. Term SOFR is currently in development and no assurance can be provided whether or when its development will be completed. If Term SOFR is not available as of the related Benchmark Replacement Date, the next related alternative Benchmark is Compounded SOFR. Compounded SOFR is a retrospective rate generally calculated using actual rates for a period of time commencing prior to the related Accrual Period, and at times may also diverge from LIBOR. If a related Benchmark Replacement other than Term SOFR is chosen because Term SOFR is not initially available, Term SOFR will become the related Benchmark Replacement if it later becomes available, which could lead to further volatility in the interest rates on the LIBOR Classes. Moreover, a related Benchmark Replacement Adjustment may be applied to compensate for the foregoing effects of any related Benchmark Replacement. However, no assurance can be provided that any related Benchmark Replacement Adjustment will be sufficient to produce the economic equivalent of the then-current related Benchmark, either at the related Benchmark Replacement Date or over the lives of the LIBOR Classes. Additionally, we cannot anticipate how long it will take us or CSS to develop the systems and processes necessary to adopt a specific related Benchmark Replacement, which may delay and contribute to uncertainty and volatility surrounding any related Benchmark transition for LIBOR Classes. In general, our dependence upon CSS and the FRBNY for the implementation of SOFR also could adversely affect our ability to transition to Term SOFR or apply related Benchmark Replacement Conforming Changes. See *Changes to, or elimination of, SOFR could adversely affect your investments in the SOFR Classes* above for a discussion of the risks related to SOFR.

As of the date hereof, we are unable to predict whether or when (i) LIBOR will cease to be available, (ii) an alternative reference rate will become a Benchmark to replace LIBOR, or (iii) LIBOR will no longer be representative of market interest rates. If LIBOR ceases to be available or changes in a manner that causes regulators or market participants to question its continued viability as a Benchmark, financial instruments indexed to LIBOR could experience disparate outcomes based on their contractual terms (including the ability to amend those terms), market or product type, legal or regulatory jurisdiction, and a host of other factors. There can be no assurance that legislative or regulatory initiatives will determine the outcome if LIBOR ceases to be available or is no longer viable as a Benchmark. In addition, while the ARRC was created to identify best practices for market participants regarding alternative interest rates, there can be no assurance that broadly adopted industry practices will develop. Divergent industry or market participant actions could result after LIBOR is no longer available or viable as a Benchmark. It is uncertain what effect any divergent industry practices will have on the performance of financial instruments, including LIBOR Classes that we have issued. 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 States, in the United Kingdom or elsewhere. Overall, uncertainty as to the nature of such potential changes, alternative reference rates or other reforms may adversely affect the liquidity, yields and market values of LIBOR Classes.

Freddie Mac, as Administrator, will have significant discretion with respect to certain elements of the related Benchmark Replacement process, including determining whether a related Benchmark Transition Event and its related Benchmark Replacement Date have occurred, determining which related Benchmark

Replacement is available, determining the earliest practicable index determination date for using the related Benchmark Replacement, selecting a related Benchmark Replacement in the event Term SOFR or Compounded SOFR is unavailable, determining related Benchmark Replacement Adjustments (if not otherwise determined by applicable governing bodies or authorities) and making related Benchmark Replacement Conforming Changes (including potential changes affecting the business day convention and index determination date). If Freddie Mac, as Administrator, in its sole discretion, determines that an alternative index is not administratively feasible, including as a result of technical, administrative or operational issues, then such alternative index will be deemed to be unable to be determined as of such date. Freddie Mac may determine an alternative to not be administratively feasible even if such rate has been adopted by other market participants in similar products and any such determination may adversely affect the return on your LIBOR Classes, the trading market for such LIBOR Classes and the value of such LIBOR Classes. Furthermore, if Freddie Mac selects an alternative index on any date as a result of its determination that an alternative that is higher in the applicable list of alternatives is not administratively feasible as of such date and such higher alternative subsequently becomes administratively feasible (as determined by Freddie Mac in its sole discretion), then Freddie Mac may elect to replace the previously selected alternative with such alternative that is higher in the applicable list of alternatives. Any such election will be at the sole discretion of Freddie Mac and such election may adversely affect the return on your LIBOR Classes, the trading market for such LIBOR Classes and the value of such LIBOR Classes. None of the foregoing determinations, or the application thereof to payment calculations on the LIBOR Classes, will be subject to the approval of Holders.

As of September 30, 2020 we ceased issuing LIBOR Classes that are not the result of MACS exchanges or resecuritizations of previously issued LIBOR Classes, provided that such resecuritizations do not increase the total unpaid principal balance of LIBOR Classes outstanding. This cessation may have a negative impact on the liquidity, pricing and market value of LIBOR Classes.

**ARM Giant PCs backed by LIBOR-based ARM PCs are subject to risks associated with the transition from LIBOR.** It is possible that the market value and/or liquidity of ARM Giant PCs backed by LIBOR-based ARM PCs could be adversely affected by the likely discontinuance of LIBOR as well as our plans to cease purchasing LIBOR-based ARMs. On February 5, 2020, we announced that we will no longer purchase single-family ARMs tied to LIBOR with an application date on or after October 1, 2020. In addition, we will no longer purchase single-family ARMs tied to LIBOR after December 31, 2020, regardless of the application date or mortgage date.

As described above in *Changes to, or elimination of, LIBOR could adversely affect your investment in the LIBOR Classes*, LIBOR may be discontinued as a benchmark after 2021. If LIBOR in its present form ceases to exist, we will select a new index, or its equivalent, as provided in the notes relating to the applicable ARMs that have LIBOR as their index. No assurances can be given concerning what replacement index will be chosen by us should this occur. We can provide no assurance that any such replacement index, or its equivalent, will yield the same or similar economic results over the lives of such ARMs relative to the results that would have occurred under LIBOR. If a replacement index is chosen, the market value and/or liquidity of the related ARM PCs, which have LIBOR as their index, could be adversely affected. In turn, this could adversely affect the market value and/or liquidity of ARM Giant PCs backed by LIBOR-based ARM PCs.

As described above, we plan to cease purchasing LIBOR-based ARMs in the coming months. This will reduce the supply of LIBOR-based ARMs over time, which could adversely affect the market value

and/or liquidity of LIBOR-based ARM PCs. In turn, this could adversely affect the market value and/or liquidity of ARM Giant PCs backed by LIBOR-based ARM PCs.

For more information, see *Risk Factors—Investment Factors—PCs are subject to risks associated with the transition from LIBOR* in the PC Offering Circular.

**Changes to, or the elimination of, an index could adversely affect your investment in classes with class coupons based on such index.** Changes to, or the elimination of, an index could adversely affect your investment in classes with class coupons based on such index. If such index ceases to be published, then we reserve the right to choose an alternative index. If such index in its current form does not survive or if an alternative index is chosen, the market value and/or liquidity of classes with class coupons based on such index could be adversely affected. We have adopted the ARRC Endorsed Terms for determining an alternative reference rate for our LIBOR Classes. We can provide no assurance that any alternative reference rate determined in accordance with the ARRC Endorsed Terms will yield the same or similar economic results over the lives of the affected Floating Rate and Inverse Floating Rate Classes relative to the results that would have occurred under LIBOR or any other reference rate. See *Appendix VI—Interest Rate Indices—Effect of Benchmark Transition Event – LIBOR*.

**The adoption of an alternative index could result in adverse tax consequences to your investment in Pass-Through Certificates.** It is possible that if an alternative index is adopted, such adoption could be treated as a “significant modification” (under Section 1001 of the Internal Revenue Code of 1986, as amended (the “Code”)) of the applicable Pass-Through Certificates, which may result in a deemed taxable exchange of such Pass-Through Certificates and the realization of gain or loss. Proposed regulations on which we may rely were released on October 8, 2019 and pursuant to which the adoption of an alternative index may not be treated as a “significant modification” if certain conditions are met. We intend to take reasonable efforts to meet such conditions, although no assurance can be given that the adoption of an alternative index will not result in a “significant modification.” Holders are advised to consult their own tax advisors regarding the adoption of an alternative index. See *Certain Federal Income Tax Consequences—Adoption of an Alternative Index*.

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

**Potential conflicts of interest.** In connection with the Pass-Through Certificates that we issue, we act in multiple roles — Trustee, Depositor, Administrator and Guarantor. Further, we act in these same roles with respect to PCs that we issue. The Master Trust Agreement pursuant to which our PCs are issued (the “PC Trust Agreement”) provides that in determining whether a Mortgage shall be repurchased from the related PC pool, we may in our capacities as the Administrator and Guarantor of our PCs consider factors as we deem appropriate, including the reduction of administrative costs (in the case of the Administrator) and possible exposure under our guarantee (in the case of the Guarantor). There is no independent third party engaged with respect to the PCs or Pass-Through Certificates to monitor and supervise our activities in our various roles. In connection with our roles as the Administrator and Guarantor of the PCs that we issue, we may take certain actions with respect to Mortgages that may adversely affect Pass-Through Certificate Holders. For example, we may repurchase, or direct sellers or servicers to repurchase, Mortgages from PC pools in certain situations. A Mortgage repurchase will be treated as a prepayment in full of the Mortgage being repurchased and will increase the prepayment speeds of the related

Pass-Through Certificates. See *Prepayment and Yield Factors—Substantial repurchases of seriously delinquent Mortgages could materially affect the prepayment rates of the assets backing your Pass-Through Certificates* and *—Increased Mortgage refinance, modification and other loss mitigation programs could materially affect Mortgage prepayment speeds*.

## **OPERATIONAL FACTORS**

**The markets for our Pass-Through Certificates could be disrupted if the CSP were to fail or otherwise become unavailable to us. You could experience delays in receiving payments on your Pass-Through Certificates in the event of a systems problem or other adverse event affecting the CSP.** We rely on the CSP and CSS (which owns and operates the CSP) for performance of certain significant functions primarily related to our Pass-Through Certificates backed by (x) fixed-rate mortgage securities (e.g., Pass-Through Certificates backed by Gold PCs) or (y) GNMA Certificates, including certain functions performed on behalf of the Trustee. For example, the CSP is used to perform certain data acceptance, issuance support and bond administration activities for us related to such Pass-Through Certificates, including calculations of payments and ongoing reporting to investors.

These activities are complex and present significant operational and technological challenges and risks. Our business activities would be adversely affected and the market for our securities would be disrupted if the CSP were to fail or otherwise become unavailable to us or if CSS were unable to perform its obligations to us. Any measures we take to mitigate these challenges and risks might not be sufficient to prevent a disruption in our securitization activities related to our Pass-Through Certificates. You could experience delays in receiving payments on your Pass-Through Certificates in the event of a systems problem or other adverse event affecting the CSP. For example, we rely upon the CSP to calculate the Class Factor for most classes of Pass-Through Certificates backed by fixed-rate mortgage securities. If the CSP were to fail to calculate the Class Factors for a particular Accrual Period, and such failure was not remedied prior to the related Payment Date, we would make payments of interest only based upon the most recently published Class Factors and you would not receive any principal payments on such Payment Date.

## **GOVERNANCE FACTORS**

**The Conservator may repudiate our contracts, including our guarantee.** As Conservator, FHFA may disaffirm or repudiate contracts (subject to certain limitations for qualified financial contracts) that we entered into prior to its appointment as Conservator if it determines, in its sole discretion, that performance of the contract is burdensome and that disaffirmation or repudiation of the contract promotes the orderly administration of our affairs. The Reform Act requires FHFA to exercise its right to disaffirm or repudiate most contracts within a reasonable period of time after its appointment as Conservator. In a final rule published in June 2011, FHFA defines a reasonable period of time to disaffirm or repudiate a contract following the appointment of a conservator or receiver to be 18 months.

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

If our guarantee obligations were repudiated, payments of principal and/or interest to Holders would be reduced in the event of any borrowers' late payments or failure to pay or a servicer's failure to remit

borrower payments to the trust. In that case, trust administration and servicing fees could be paid from payments on the assets prior to distributions to Holders. Any actual direct compensatory damages owed due to the repudiation of our guarantee obligations may not be sufficient to offset any shortfalls experienced by Holders.

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

**The liability of the Conservator, in the event it repudiates our guarantee, is limited.** In general, the liability of the Conservator for the disaffirmance or repudiation of any contract, including our guarantee, is limited to actual direct compensatory damages determined as of September 6, 2008, which is the date we were placed into conservatorship.

**FHFA could terminate our conservatorship by placing us into receivership, which could adversely affect our guarantee, and restrict or eliminate certain rights of Holders.** Under the Reform Act, FHFA must place us into receivership if the Director of FHFA determines in writing that our assets are, and for a period of 60 days have been, less than our obligations. FHFA has notified us that the measurement period for any mandatory receivership determination with respect to our assets and obligations would commence no earlier than the SEC public filing deadline for our quarterly or annual financial statements and would continue for 60 calendar days after that date. FHFA has also advised us that, if, during that 60-day period, we receive funds from Treasury in an amount at least equal to the deficiency amount under the Purchase Agreement, the Director of FHFA will not make a mandatory receivership determination.

In addition, we could be put into receivership at the discretion of the Director of FHFA at any time for a number of reasons as set forth under the Reform Act. Several bills considered by Congress in the past several years provided for Freddie Mac to eventually be placed into receivership. In addition, FHFA could be required to place us into receivership if Treasury is unable to provide us with funding requested under the Purchase Agreement to address a deficit in our net worth. Treasury might not be able to provide the requested funding if, for example, the U.S. government were not fully operational because Congress had failed to approve funding or if the U.S. government reached its borrowing limit and, as a result, Treasury was unable to obtain funds sufficient to cover the request.

Being placed into a receivership would terminate the current conservatorship. The purpose of receivership is to liquidate our assets and resolve claims against us. The appointment of FHFA as our receiver would terminate all rights and claims that our stockholders and creditors may have against our assets or under our charter arising as a result of their status as stockholders or creditors, other than the potential ability to be paid upon our liquidation.

If FHFA were to become our receiver, it could exercise certain powers that could adversely affect Holders. As receiver, FHFA could repudiate any contract entered into by us prior to its appointment as receiver if FHFA determines, in its sole discretion, that performance of the contract is burdensome and that repudiation of the contract promotes the orderly administration of our affairs. The Reform Act requires that any exercise by FHFA of its right to repudiate any contract occur within a reasonable period following its appointment as receiver. FHFA has defined such a reasonable period of time to repudiate a contract following the appointment of a receiver to be 18 months.



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

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

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

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

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

See the Incorporated Documents for additional information regarding the possible implications of a receivership.

### **APPLICATION OF PROCEEDS**

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

## CREDIT RISK RETENTION

Freddie Mac, as the sponsor of the securitizations in which the Pass-Through Certificates are to be issued, will satisfy its credit risk retention requirement under the FHFA's Credit Risk Retention Rule at 12 C.F.R. Part 1234 pursuant to Section 1234.8 thereof. Freddie Mac is currently operating under the conservatorship of the FHFA with capital support from the United States and will fully guarantee the timely payment of principal and interest on all the Pass-Through Certificates.

## DESCRIPTION OF PASS-THROUGH CERTIFICATES

### GENERAL

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

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

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

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

### GIANT CERTIFICATES

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

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



payable on the related assets by retaining a portion of the principal or interest payments on the assets.

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

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

## **STRIPPED GIANT CERTIFICATES**

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

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

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

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

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

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

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

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

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

a class with a class coupon of 24.0% the “24.0 Class” and so forth. A series of MACS also may include multiple floating rate, inverse floating rate and weighted average coupon classes, some of which are IP Classes and some of which are IO Classes.

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

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

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

## **STRIPPED INTEREST CERTIFICATES**

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

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

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

## **CALLABLE PASS-THROUGH CERTIFICATES**

“**Callable Pass-Through Certificates**” or “**CPCs**” represent interests in a Pass-Through Pool that contains a single Giant PC or a Giant Security as its primary asset. Classes of CPCs are issued in pairs of “**Callable Classes**” and “**Call Classes**.” If you own a Callable Class, you will receive all of the interest and principal payments made on the asset. If you own a Call Class, you will not receive any payments of principal or interest because the Call Class does not represent an ownership interest in the underlying asset.

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

1. To direct Freddie Mac, as Administrator, to redeem the related Callable Class on any Payment Date during the period specified in the applicable supplement.
2. To exchange your Call Class for the related Callable Assets. The “**Callable Assets**” will be:
  - If the related Pass-Through Pool contains a Giant PC, that Giant PC.
  - If the related Pass-Through Pool contains a Giant Security, the GNMA Certificates (and

any Giant Securities) underlying that Giant Security.

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

## STRUCTURED PASS-THROUGH CERTIFICATES

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

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

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

## CATEGORIES OF CLASSES

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

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

### Principal Types

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

### Interest Types

<u>Freddie Mac Standard Abbreviation</u>	<u>Category of Class</u>	<u>Definition</u>
DLY	Delay	A Floating Rate, Inverse Floating Rate or WAC Class for which there is a delay of 15 or more days from the end of its Accrual Period to the related Payment Date.
FIX	Fixed Rate	Classes with class coupons that are fixed throughout the life of the class.
FLT	Floating Rate	Classes with class coupons that are reset periodically based on an

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

## **PASS-THROUGH POOL ASSETS**

### **General**

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

### **PCs**

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

If the underlying Mortgages have a fixed rate of interest or were modified pursuant to our loan modification initiatives, the PCs may be either “**Gold PCs**®” or “**Original PCs**.” If the underlying Mortgages are ARMs, the related PCs are called “**ARM PCs**.” Freddie Mac ceased issuing Gold PCs after May 31, 2019.

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

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

Some PCs represent interests in special types of Mortgages, such as relocation Mortgages, cooperative share Mortgages, extended buydown Mortgages, initial interest Mortgages (which we ceased purchasing on or about September 1, 2010), reduced servicing fee Mortgages, biweekly Mortgages (which we ceased purchasing on February 5, 2020), assumable Mortgages, super-conforming Mortgages, jumbo-conforming Mortgages, high LTV Mortgages or prepayment penalty Mortgages (which we ceased purchasing on August 1, 2014). Jumbo-conforming and super-conforming ARM Mortgages, and in some cases, super-conforming fixed rate Mortgages, may be combined and included in a single PC pool. These types of Mortgages may prepay differently than standard Mortgages.

In the coming months, we will cease purchasing ARMs based on LIBOR and will commence purchasing ARMs based on SOFR. See *Risk Factors—Investment Factors—ARM Giant PCs backed by LIBOR-based ARM PCs are subject to risks associated with the transition from LIBOR* and *—Risks related to Giant ARM PCs backed by SOFR-based ARM PCs*. We have also announced potential changes to certain other ARM indices, as discussed in the PC Offering Circular under *Description of the Mortgages—ARM Indices*.

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

We may issue Giant PCs backed by Gold PCs issued under our cash and multilender swap programs.

In forming such Giant PCs, we, as Depositor, will deposit Mortgages purchased under those programs into PC pools and contribute the resulting Gold PCs to the Giant Pass-Through Pool.

Under our cash program, we purchase Mortgages for cash and contribute them to PC pools. Under our multilender swap program, a mortgage seller can sell Mortgages to us in exchange for the same principal amount of Gold PCs backed by the Mortgages transferred by that mortgage seller and/or by other mortgage sellers.

In connection with the PCs that we issue, we are acting in multiple roles. See *Risk Factors—Investment Factors—Potential conflicts of interest* in the PC Offering Circular for information regarding possible conflicts of interest pertaining to the various roles fulfilled by Freddie Mac as the trustee, depositor, administrator and guarantor of the PCs.

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

### **GNMA Certificates**

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

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

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

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

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



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

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

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

## **PAYMENTS**

### **Class Factors**

#### *General*

As Administrator, we calculate and make available each month (including on our internet website) the Class Factor for each class of Pass-Through Certificates having a principal or notional principal amount, except that the CSP calculates the Class Factor for certain classes of Pass-Through Certificates backed by fixed-rate mortgage securities.

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

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



- In the following month, for classes backed by Original PCs or ARM PCs.

Class Factors will be available on or about:

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

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

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

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

#### *Class Factors for GNMA Certificates*

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

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

#### **Payment Dates**

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

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

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

- A Saturday or Sunday.
- A day when Freddie Mac is closed.
- For Pass-Through Certificates on the Fed System, a day when the Federal Reserve Bank of

New York (or other agent acting as Freddie Mac's fiscal agent) is closed or, as to any Holder, a day when the Federal Reserve Bank that maintains the Holder's account is closed.

- For any Pass-Through Certificates on the DTC System, a day when DTC is closed.

### **Payments of Principal**

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

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

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

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

### **Payments of Interest**

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

Floating Rate and Inverse Floating Rate Classes bear interest using interest formulas shown in the applicable supplements. Unless otherwise provided, their class coupons are based on LIBOR or SOFR, as applicable. *Appendix VI* describes how we determine LIBOR and SOFR for each Accrual Period. For information on the possibility of changes to, or the elimination of, LIBOR and the adoption of an alternative index, see *Risk Factors—Investment Factors—Changes to, or elimination of, LIBOR could adversely affect your investment in classes with class coupons based on LIBOR* and *—The adoption of an alternative index could result in adverse tax consequences to your investment in Pass-Through Certificates*.

Absent clear error, our determination of the applicable levels of LIBOR, SOFR and any other applicable indices and our calculation of the class coupons for the applicable Floating Rate and Inverse Floating Rate Classes for each Accrual Period will be final and binding. You can get the class coupons for the current and all preceding Accrual Periods from our internet website or from our Investor Inquiry Department. Our methods for determining LIBOR, SOFR and any other applicable indices are subject to modification as necessary to reflect technological and market changes.

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

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

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

PCs.

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

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

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

### **Record Dates**

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

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

### **Final Payment Date**

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

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

### **Guarantees**

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

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

of its Call Right.

We also guarantee:

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

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

## **FORM, HOLDERS AND PAYMENT PROCEDURES**

### **Form and Denominations**

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

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

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

*Certificated Classes.* Certificated classes will be transferable only at the office of the Registrar. A Holder may have to pay a service charge to the Registrar for any registration of transfer of a certificated class, and will have to pay any transfer taxes or other governmental charges. Each Call Class will be issued as a single certificate in an original notional principal amount equal to the original principal amount of its related Callable Class and will be held and transferable only as a single certificate.

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

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

principal or notional principal amount of less than \$100,000 or \$1,000, as applicable. A Holder of Pass-Through Certificates on the Fed System will also have to comply with any Federal Reserve Bank minimum wire transfer requirements.

### **Holders**

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

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

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

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

### **Payment Procedures**

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

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

The Registrar will make payments on a certificated class by check mailed to the addresses of the Holders shown on the Registrar's records or by electronic transfer of funds to a bank account designated by the Holder. However, a Holder will receive the final payment on a certificated class only upon presentation and surrender of the Holder's certificate to the Registrar.

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

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

## **PREPAYMENT, YIELD AND SUITABILITY CONSIDERATIONS**

### **PREPAYMENTS**

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

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

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

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

Such factors, which may be affected by our refinance and loan modification initiatives, include but are not limited to prevailing mortgage interest rates, Mortgage characteristics, such as the geographic location of the mortgaged properties, loan size, LTV ratios or year of origination, borrower characteristics (such as credit scores) and equity positions in their houses, availability and convenience of refinancing, prevailing servicing fee rates and the availability of our loan modification initiatives. In addition, the rate of defaults and resulting repurchases of the Mortgages, and repurchases due to (i) breaches of representations and warranties by Mortgage sellers, (ii) servicing violations by Mortgage servicers or (iii) modifications, such as may occur upon a borrower's successful completion of a trial period under one of our loan modification initiatives, could also affect prepayment rates and adversely affect the yield on the Pass-Through Certificates.

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

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



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

## **YIELDS**

### **General**

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

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

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

- If you purchase a class at a discount to its principal amount and the rate of principal payments on the underlying Mortgages is slower than you expect, you will receive payments over a longer period than you expect, so the yield on your investment will be lower than you expect. This is especially true for a PO Class.
- If you purchase a class at a premium over its principal amount and the rate of principal payments on the underlying Mortgages is faster than you expect, you will receive payments over a shorter period than you expect, so the yield on your investment will be lower than you expect.
- If you purchase an IO Class or any other class at a significant premium over its principal amount and there are fast principal payments on the underlying Mortgages, you may not even recover your investment in that class.
- In general, the rate of Mortgage prepayments early in your investment has the greatest effect on your yield to maturity. As a result, a negative effect on your yield produced by principal prepayments at a higher (or lower) rate than you expect in the period immediately following your purchase of a Pass-Through Certificate is not likely to be offset by an equivalent reduction (or increase) in that rate in later periods.
- Mortgages tend to prepay fastest when prevailing interest rates are low. When this happens, you may not be able to reinvest your principal payments in comparable securities at as high a yield.

### **Yields of Floating Rate and Inverse Floating Rate Classes**

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

- If you own a Floating Rate Class, index levels lower than you expect could result in yields lower than you expected, especially if the class coupon varies based on a multiple of the index. Also, the class coupon of your class can never be higher than its stated maximum rate,



regardless of the level of the index. If you own an Interest Only Floating Rate Class, you may not even recover your investment if the level of the applicable index is low or Mortgage prepayments are fast.

- If you own an Inverse Floating Rate Class, index levels higher than you expect could result in yields lower than you expected, especially if the class coupon varies based on a multiple of the index. The class coupons of most Inverse Floating Rate Classes can fall as low as 0%. If you own an Interest Only Inverse Floating Rate Class, you may not even recover your investment if the level of the applicable index is high or Mortgage prepayment rates are fast.
- When mortgage interest rates are generally low, which usually results in faster prepayments, the applicable index value may be high. On the other hand, when mortgage interest rates are generally high, which usually results in slower prepayments, the applicable index value could be low. Either of these scenarios could result in a lower than expected yield on your Pass-Through Certificates.
- No index will remain constant at any value. Even if the average value of an index is consistent with what you expect, the timing of any changes in that value may affect your actual yield. In general, the earlier a change in the value of the applicable index, the greater the effect on your yield. As a result, a negative effect on your yield produced by an index value that is higher (or lower) than you expect early in your investment is not likely to be offset by an equivalent reduction (or increase) in that value in later periods.

#### **Yields of ARM Pass-Through Certificates**

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

- If the index levels used to adjust the underlying ARMs are lower than you expect, the yield on your investment could be lower than you expect.
- The interest rates on ARMs are subject to limits on the amount they can adjust on each adjustment date. The total amount that an ARM can adjust may also be limited by lifetime ceilings and, in some cases, lifetime floors.
- Class coupons for adjustable rate Pass-Through Certificates generally adjust monthly, based on a weighted average of the interest rates on the underlying ARMs. The interest rates on the underlying ARMs may adjust monthly, semi-annually, annually or at other intervals. Moreover, there is a gap of several months from the publication of an applicable index value until the interest rate of an ARM reflects that value. As a result, the class coupon of your Pass-Through Certificates may not fully reflect current interest rates.
- Disproportionate principal payments, including prepayments, on ARMs that have relatively low and high interest rates compared to the other ARMs in the same pool will affect the level of the class coupons for the related Pass-Through Certificates, even if the interest rates on those ARMs remain unchanged.
- When mortgage interest rates are generally low, which usually results in faster prepayments, the index value may be high. On the other hand, when mortgage interest rates are generally high, which usually results in slower prepayments, the index value could be low. Either of these

scenarios could result in a lower than expected yield on adjustable rate Pass-Through Certificates.

- No index will remain constant at any value. Even if the average value of an index is consistent with what you expect, the timing of any changes in that value may affect your actual yield. In general, the earlier a change in the value of the applicable index, the greater the effect on your yield. As a result, a negative effect on your yield produced by an index value that is higher (or lower) than you expect early in your investment is not likely to be offset by an equivalent reduction (or increase) in that value in later periods.

In the coming months, we will cease purchasing ARMs based on LIBOR and will commence purchasing ARMs based on SOFR. See *Risk Factors—Investment Factors—ARM Giant PCs backed by LIBOR-based ARM PCs are subject to risks associated with the transition from LIBOR* and *—Risks related to Giant ARM PCs backed by SOFR-based ARM PCs*. We have also announced potential changes to certain other ARM indices, as discussed in the PC Offering Circular under *Description of the Mortgages—ARM Indices*.

### **Payment Delay**

Depending on its Payment Delay, the effective yield on any interest-bearing Pass-Through Certificate may be less than the yield that its class coupon and purchase price would otherwise produce. For example, in the case of a Gold Giant PC (which has a Payment Delay of 45 days):

- On its first Payment Date, 30 days' interest will be payable on the Gold Giant PC even though interest began to accrue approximately 45 days earlier.
- On each Payment Date after the first, the interest payable on the Gold Giant PC will accrue during its Accrual Period, which will end approximately 15 days before that Payment Date.

### **SUITABILITY**

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

- Pass-Through Certificates are not appropriate investments if you require a single lump sum payment on a date certain, or if you require an otherwise definite payment stream.
- A market may not develop for the sale of some types of Pass-Through Certificates after their initial issuance. Even if a market develops, it may not continue. As a result, you may not be able to sell your Pass-Through Certificates easily or at prices that will allow you to realize your desired yield.
- The market values of your Pass-Through Certificates are likely to fluctuate, primarily in response to changes in prevailing interest rates. Such fluctuations may result in significant losses to you.
- The secondary markets for mortgage-related securities have experienced periods of illiquidity in the past, and can be expected to do so in the future. Illiquidity can have a severely negative effect on the prices of Pass-Through Certificates, especially those that are particularly sensitive to prepayment, redemption or interest rate risk or that have been structured to meet the investment needs of limited categories of investors. In addition, illiquidity could result from

our financial condition, the conservatorship, uncertainty concerning our future structure, organization, or level of government support and market perceptions or speculation.

- The Pass-Through Certificates of some classes may not be eligible to back Freddie Mac REMIC classes or other Freddie Mac structured transactions. This may impair the liquidity of those ineligible classes.
- Pass-Through Certificates are complex securities. Before investing in a Pass-Through Certificate, you should be able, either alone or with a financial advisor, to evaluate the information contained and incorporated in this Offering Circular and in the related supplement. You should evaluate the information in the context of your personal financial situation and your views on possible and likely interest rate and economic scenarios.

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

## **TABULAR INFORMATION IN SUPPLEMENTS**

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

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

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

### **Yield Calculations**

We calculate pre-tax yields by:

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

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

those reinvestment rates are considered.

### **Weighted Average Lives**

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

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

### **Prepayment Models**

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

The PSA model assumes that:

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

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

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

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

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

## **THE PASS-THROUGH TRUST AGREEMENT**

Under the Pass-Through Certificates Master Trust Agreement dated March 1, 2019, as Depositor, we transfer and deposit assets that we have acquired into various Pass-Through Pools. As Administrator, on

behalf of the Trustee, we create and issue Pass-Through Certificates under the Pass-Through Certificates Master Trust Agreement and the related “**Terms Supplement**” for each offering of Pass-Through Certificates. For any particular offering, the Pass-Through Certificates Master Trust Agreement and the applicable Terms Supplement together constitute the “**Pass-Through Trust Agreement.**”

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

## **TRANSFER OF ASSETS TO PASS-THROUGH POOL**

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

## **VARIOUS MATTERS REGARDING FREDDIE MAC**

### **Freddie Mac in its Corporate Capacity**

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

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

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

In addition, Freddie Mac need not appear in any legal action that is not incidental to its responsibilities under the Pass-Through Trust Agreement and that we believe may result in any expense or liability. However, Freddie Mac may undertake any legal action that we believe is necessary or desirable in the interests of the Holders. Freddie Mac will bear the legal costs of any such action.

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

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

### **Custodial Account**

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

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

### **Certain Matters Regarding Our Duties as Trustee**

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

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

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

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

### **Potential Conflicts of Interest**

In connection with the Pass-Through Certificates that we issue, we act in multiple roles — Trustee, Depositor, Administrator and Guarantor. Further, we act in these same roles with respect to the PCs that we issue. The PC Trust Agreement provides that in determining whether a Mortgage will be repurchased from the related PC pool, we may in our capacities as the Administrator and Guarantor of our PCs consider factors as we deem appropriate, including the reduction of administrative costs (in the case of the Administrator) and possible exposure under our guarantee (in the case of the Guarantor). There is no independent third party engaged with respect to the PCs or Pass-Through Certificates to monitor and



supervise our activities in our various roles. In connection with our roles as the Administrator and Guarantor of the PCs that we issue, we may take certain actions with respect to Mortgages that may adversely affect Pass-Through Certificate Holders. For example, we may repurchase, or direct sellers or servicers to repurchase, Mortgages from PC pools in certain situations. A Mortgage repurchase will be treated as a prepayment in full of the Mortgage being repurchased and will increase the prepayment speeds of the related Pass-Through Certificates. See *Risk Factors—Prepayment and Yield Factors—Substantial repurchases of seriously delinquent Mortgages could materially affect the prepayment rates of the assets backing your Pass-Through Certificates* and *Increased Mortgage refinace, modification and other loss mitigation programs could materially affect Mortgage prepayment speeds*.

## **EVENTS OF DEFAULT**

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

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

## **RIGHTS UPON EVENT OF DEFAULT**

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

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

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

The rights provided to Holders of Pass-Through Certificates under the Pass-Through Trust Agreement as described above may not be enforced against FHFA, or enforcement of such rights may be delayed, if we are placed into receivership. The Pass-Through Trust Agreement provides that upon the occurrence of an Event of Default, which includes the appointment of a receiver, Holders have the right to replace Freddie Mac as Trustee and Administrator if the requisite percentage of Holders of an affected class of Pass-Through Certificates consent. The Reform Act prevents Holders from enforcing their rights to replace

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

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

## **VOTING RIGHTS**

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

## **VOTING UNDER ANY PC OR REMIC AGREEMENT**

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

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

Holders of PCs and Freddie Mac REMIC classes also have the right to consent to certain amendments to their governing agreements. The Pass-Through Trust Agreement provides that, as the holder of a PC or REMIC class that backs Pass-Through Certificates, Freddie Mac, as Trustee, may consent to such an amendment. However, if the amendment would adversely affect in any material way the interests of the

Holders of Pass-Through Certificates, Freddie Mac may not agree to it unless Holders of at least 50% of the outstanding principal or notional principal amount of each affected class consent in writing. Despite this rule, Freddie Mac may amend an agreement governing Mortgage Participation Certificates, without the consent of Holders, if the amendment changes Freddie Mac's procedures for calculating payments or passing through prepayments on Mortgage Participation Certificates that back Pass-Through Pools formed after September 1, 1995. See the PC Offering Circular for information about payments on Mortgage Participation Certificates.

## **AMENDMENT**

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

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

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

To the extent that any provisions of the Pass-Through Trust Agreement differ from the provisions of any of our previous agreements governing Pass-Through Certificates, the Pass-Through Trust Agreement will be deemed to amend those prior agreements if such change would not require the consent of Holders under the terms of those prior agreements. We expect to continue this practice with our future trust agreements, such that changes reflected in future agreements will be deemed to amend prior agreements (including the Pass-Through Trust Agreement as in effect on the date hereof) if such changes would not require the consent of Holders under the terms of those prior agreements.

## **GOVERNING LAW**

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

## **CERTAIN FEDERAL INCOME TAX CONSEQUENCES**

### **GENERAL**

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

**own tax advisors to determine the federal, state, local and any other tax consequences that may be relevant to you.**

Although Freddie Mac is a government-sponsored enterprise, neither the Pass-Through Certificates nor the income received from them is exempt from federal income, estate or gift taxes under the Code. Further, neither the Code nor the Freddie Mac Act exempts the Pass-Through Certificates or income on them from taxation by any state, any United States possession or any local taxing authority.

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

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

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

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

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

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

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

### **Tax Status**

Giant Certificates generally will be considered to represent “loans secured by an interest in real property” within the meaning of Section 7701(a)(19)(C)(v) of the Code and “real estate assets” within the meaning of Section 856(c)(5)(B) of the Code. Interest income from the Giant Certificates generally will be considered to represent “interest on obligations secured by mortgages on real property” within the meaning of Section 856(c)(3)(B) of the Code. In the event that any Mortgage has an LTV ratio in excess of 100 percent (that is, the principal amount of any Mortgage exceeds the fair market value of the real property securing it), it is not certain whether or to what extent such Mortgages would qualify as loans secured by

an interest in real property for purposes of Section 7701(a)(19)(C)(v) of the Code. Even if the property securing the Mortgage does not meet this test, the Giant Certificates will be treated as “obligations of a corporation which is an instrumentality of the United States” within the meaning of Section 7701(a)(19)(C)(ii) of the Code. Thus, the Giant Certificates will be a qualifying asset for a domestic building and loan association. Additionally, if any Mortgage has an LTV ratio in excess of 100%, interest income on the excess portion of the Mortgage will not be “interest on obligations secured by mortgages on real property” within the meaning of Section 856(c)(3)(B) of the Code and such excess portion of the Mortgage will not be a “real estate asset” within the meaning of Section 856(c)(5)(B) of the Code. The excess portion will represent a “Government security” within the meaning of Section 856(c)(4)(A) of the Code. If a Giant Certificate contains a Mortgage with an LTV ratio in excess of 100%, a holder that is a real estate investment trust should consult its tax advisor concerning the appropriate tax treatment of such excess portion.

Under Treasury regulations applicable to a REMIC, Giant Certificates will generally be treated as “qualified mortgages” within the meaning of Section 860G(a)(3)(A) of the Code (and not other statutes) only if the underlying Mortgages have an LTV ratio of 125% or less at either (i) the time the Mortgages were originated (which includes the time of any “significant modification” of such Mortgages) or (ii) the time a sponsor contributes such Mortgages to a REMIC. Accordingly, any Mortgage with an LTV ratio in excess of 125% at origination (including at the time of any “significant modification” of such Mortgage) generally would not be considered a “qualified mortgage” for purposes of the REMIC rules unless the LTV ratio has decreased to 125% or below at the time such Mortgage is contributed by a sponsor to a REMIC. If a Giant Certificate contains a Mortgage with an LTV ratio in excess of 125%, a holder that is a REMIC should consult its tax advisor concerning the tax consequences of transferring such Giant Certificate to a REMIC.

Although there is no specific precedent and the characterization of the Strips is not entirely free from doubt, the Strips generally should be considered to represent “loans secured by an interest in real property” within the meaning of Section 7701(a)(19)(C)(v) of the Code and “real estate assets” within the meaning of Section 856(c)(5)(B) of the Code, and original issue discount and interest from the Strips generally should be considered to represent “interest on obligations secured by mortgages on real property” within the meaning of Section 856(c)(3)(B) of the Code. In the event that some portion of a Strip is backed by a Mortgage with an LTV ratio in excess of 100%, it is not certain whether or to what extent such Mortgages would qualify as loans secured by an interest in real property for purposes of Section 7701(a)(19)(C)(v) of the Code. Even if the property securing the Mortgage does not meet this test, the Strips should be treated as “obligations of a corporation which is an instrumentality of the United States” within the meaning of Section 7701(a)(19)(C)(ii) of the Code. Thus, the Strips should be a qualifying asset for a domestic building and loan association. Additionally, if any Mortgage has an LTV ratio in excess of 100%, a portion of the interest income on the Strip that is attributable to that Mortgage will not be “interest on obligations secured by mortgages on real property” within the meaning of Section 856(c)(3)(B) of the Code and a portion of the Strip that is attributable to that Mortgage will not be a “real estate asset” within the meaning of Section 856(c)(5)(B) of the Code. The portion of a Strip that does not qualify as a “real estate asset” within the meaning of Section 856(c)(5)(B) of the Code should represent a “Government security” within the meaning of Section 856(c)(4)(A) of the Code. If a portion of a Strip is backed by a Mortgage with an LTV ratio in excess of 100%, a holder that is a real estate investment trust should consult its tax advisor concerning the appropriate tax treatment of such portion. Further, if any Mortgage has an LTV ratio in excess of 125%,



such Mortgage generally would not constitute a qualifying asset of a REMIC unless the LTV ratio of such Mortgage has decreased to 125% or less at the time such Mortgage is contributed by a sponsor to a REMIC. If a Strip is backed by a Mortgage with an LTV ratio in excess of 100%, a holder that is a real estate investment trust should consult its tax advisor concerning the appropriate tax treatment of such excess portion. If a Strip is backed by a Mortgage with an LTV ratio in excess of 125%, a holder that is a REMIC should consult its tax advisor concerning the tax consequences of transferring such Strip to a REMIC.

## **GIANT CERTIFICATES**

### **General**

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

Under Section 162 or 212 of the Code, your pro rata share of servicers' fees or any Freddie Mac or GNMA guarantee fees, including incidental fees paid by the borrowers and retained by the servicers, Freddie Mac or GNMA, and all administrative and other expenses of the Pass-Through Pool may be deductible in accordance with your method of accounting. Notwithstanding the foregoing, miscellaneous itemized deductions described in Section 67 of the Code previously available to investors who are individuals, estates or trusts are not deductible for taxable years beginning before January 1, 2026, and continue to not be deductible for computing alternative minimum tax liability. If you are an individual estate or trust, you should consult your tax advisor regarding the limitations on the deductibility of such items.

### **Discount and Premium**

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

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

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

*Original Issue Discount.* You will be required to report as ordinary income your pro rata share of any original issue discount related to the Mortgages underlying the Giant Certificate pursuant to Sections 1271-1273 and 1275 of the Code. Original issue discount may arise as a result of initial incentive or "teaser"



interest rates on ARMs or points charged at origination. You will be required to accrue original issue discount into current income only if it exceeds a *de minimis* amount. The Mortgages also would be subject to the original issue discount rules if, as discussed below, the “stripped bond” provisions of the Code were determined to be applicable.

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

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

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

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

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

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

### **Sale or Exchange of a Giant Certificate**

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

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

You must report accrued but unrecognized market discount as ordinary income, but your gain or loss otherwise will be a capital gain or loss if you held the Giant Certificate as a capital asset. The capital gain or loss will be long-term or short-term, depending on whether you owned the Giant Certificate for the long-term capital gain holding period (currently more than one year). Capital gains of individuals with respect to capital assets held for more than one year may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

### **Application of the Stripped Bond Rules**

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

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

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

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

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

## STRIPS

### General

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

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

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

### Determination of Income on Strips

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

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

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

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

1. Calculate the original issue discount that accrues during each month or, if applicable, the shorter period from the date of purchase to the end of the first month. For each period, you do this by:
  - Adding:

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

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

It is not clear whether the Pricing Speed would be determined at the time you purchase the Strip or at the time the Strips are created and first sold. The Pricing Speed that we will use for purposes of information reporting will be the same for each class of Strips backed by the same pass-through pool, and will be determined based upon conditions at the time of the initial creation and sale of the related Strips.

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

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

### **Treatment of Servicing Fee for Federal Income Tax Purposes**

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

- The excess of the interest paid on the Mortgages over the aggregate interest payable on the related Strips.
- The portion of that excess that represents reasonable servicing fees, as described above under

### *Giant Certificates—Application of the Stripped Bond Rules.*

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

#### **Sale of A Strip**

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

#### **Possible Alternative Characterizations**

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

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

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

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

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

#### **Purchase of More Than One Class of Strips**

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

income tax treatment of the Strips should be determined by treating each class separately or as described in the previous sentence.

## **SPCS**

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

## **CPCS**

### **Status of the CPC Classes**

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

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

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

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

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

### **Taxation of the CPC Classes**

#### ***The Callable Class***

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

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



respect to the underlying Callable Assets will be *greater* than the amount actually received.

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

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

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

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

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

### ***The Call Class***

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

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

For a discussion of when the Call Right may be deemed to lapse, see *The Callable Class—Taxation of*

*Call Option Premium* above. Assuming that the underlying Callable Assets, if acquired, would be capital assets, then loss recognized on such lapse will be treated as a capital loss.

### **Application of the Straddle Rules**

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

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

### **Tax-Exempt Organizations**

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

### **EXCHANGE TRANSACTIONS**

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

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

### **ADOPTION OF AN ALTERNATIVE INDEX**

In the event that an alternative index is adopted, the tax consequences with respect to the applicable Pass-Through Certificates are unclear. Under general principles of federal income tax law, certain modifications of a debt instrument may cause a deemed exchange (a “**Deemed Exchange**”) upon which gain or loss is realized if the modified debt instrument differs materially either in kind or extent from the original debt instrument (a “**Significant Modification**”). In the absence of guidance, it is possible that the adoption of an alternative index could be treated as a Significant Modification, resulting in a Deemed Exchange upon which gain or loss may be realized. Holders are advised to consult their own tax advisors regarding the adoption of an alternative index.

### **BACKUP WITHHOLDING, FOREIGN WITHHOLDING AND INFORMATION REPORTING**

If you are a U.S. Person, you may be subject to federal backup withholding tax under Section 3406 of

the Code on payments on your Pass-Through Certificate, unless you comply with applicable information reporting procedures or are an exempt recipient. Any such amounts withheld would be allowed as a credit against your federal income tax liability.

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

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

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

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

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

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

- An individual who, for federal income tax purposes, is a citizen or resident of the United States.
- A corporation (or other business entity treated as a corporation for federal income tax purposes) created or organized under the laws of the United States, any state thereof or the District of Columbia.
- An estate whose income is subject to federal income tax, regardless of its source.
- A trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. Persons have the authority to control all substantial decisions of the trust.

- To the extent provided in Treasury regulations, certain trusts in existence on August 20, 1996, and treated as U.S. Persons prior to such date, that elect to be treated as U.S. Persons.

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

## **FOREIGN ACCOUNT TAX COMPLIANCE ACT**

Investors should be aware that under legislation and related administrative guidance (commonly known as “**FATCA**”), certain payments in respect of the Pass-Through Certificates after June 30, 2014 received by a non-U.S. entity may be subject to withholding of U.S. federal income tax at a rate of 30% if such non-U.S. entity fails to take the required steps to provide certain information regarding its “United States accounts” or its direct or indirect “substantial U.S. owners.” The required steps and the information to be provided will depend on whether the non-U.S. entity is considered a “foreign financial institution” for this purpose, and if an intergovernmental agreement exists between the United States and an applicable foreign country that may modify the applicable requirements. Investors 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.

## **ERISA CONSIDERATIONS**

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

The regulation makes it clear that Freddie Mac and other persons, in providing services for the assets in the pool, would not be subject to the fiduciary responsibility provisions of Title I of ERISA, or the prohibited transaction provisions of Section 406 of ERISA or Code Section 4975, merely by reason of the plan’s investment in a certificate.

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

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

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

In addition, because Freddie Mac, any underwriter, any Dealer (the “**Transaction Parties**”) or their respective affiliates may receive certain benefits in connection with the sale or holding of the Pass-Through Certificates, the purchase or holding of the Pass-Through Certificates using “plan assets” of any plan over which any of these parties or their affiliates has discretionary authority or control, or renders “investment advice” (within the meaning of Section 3(21) of ERISA and/or Section 4975 of the Code and applicable regulations) for a fee (direct or indirect) with respect to the assets of a plan, or is the employer or other sponsor of a plan, might be deemed to be a violation of the prohibited transaction provisions of Part 4, Subtitle B, Title I of ERISA or Section 4975 of the Code (or could otherwise constitute a violation of fiduciary responsibilities under Title I of ERISA). Accordingly, the Pass-Through Certificates may not be purchased using the assets of any plan if any Transaction Party or any of their respective affiliates has discretionary authority or control or renders investment advice for a fee with respect to the assets of the plan, or is the employer or other sponsor of the plan, unless an applicable prohibited transaction exemption is available (all of the conditions of which are satisfied) to cover the purchase and holding of the Pass-Through Certificates or the transaction is not otherwise prohibited.

In addition, special considerations apply to Callable Classes of CPCs. The acquisition of the Call Right by the beneficial owner of the related Call Class of CPCs, as well as the consequences of the exercise of the Call Right by such a beneficial owner, might be treated under ERISA and Section 4975 of the Code as principal transactions between the beneficial owners of the related Callable Class and the beneficial owner of that Call Class. Thus, in theory, the acquisition or exercise of the Call Right could be characterized under certain circumstances as a prohibited transaction under ERISA or Section 4975 of the Code between a plan and a “party in interest” (under ERISA) or “disqualified person” (under the Code) (assuming that the plan owns a Callable Class and the “party in interest” or “disqualified person” owns the related Call Class, or vice versa), unless a prohibited transaction exemption, such as Prohibited Transaction Exemption 84-14 (for Transactions by Independent Qualified Professional Asset Managers), is applicable. A Call Class may be deemed to be an option to acquire a guaranteed governmental mortgage pool certificate rather than such a certificate. Fiduciaries of plans subject to ERISA or Section 4975 of the Code should consult with their counsel concerning these issues.

### **ACCOUNTING CONSIDERATIONS**

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

### **LEGAL INVESTMENT CONSIDERATIONS**

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

If you are subject to legal investment laws and regulations or to review by regulatory authorities, you may be subject to restrictions on investing in some types of Pass-Through Certificates or in Pass-Through Certificates generally. Institutions regulated by the Comptroller of the Currency, the Board of Governors

of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of Thrift Supervision, the National Credit Union Administration, the Treasury or any other federal or state agency with similar authority should review applicable regulations, policy statements and guidelines before purchasing or pledging Pass-Through Certificates.

### **DISTRIBUTION ARRANGEMENTS**

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

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

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

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

### **INCREASE IN SIZE**

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



## APPENDIX I

### INDEX OF TERMS

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

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## **APPENDIX II**

### **EXCHANGE PROCEDURES FOR STRIPPED GIANT CERTIFICATES**

#### **Information About Securities Eligible for Exchange**

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

#### **Notice**

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

#### **Exchange Fee**

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

#### **Payments Following an Exchange**

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

#### **Limitations on Ability to Exchange Classes**

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

- Principal payments and prepayments over time will decrease the amounts available for exchange.

## APPENDIX III

### EXAMPLES OF MACS EXCHANGES

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

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

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

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

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

#### *Old MACS*

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

#### *New MACS*

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

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

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

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

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

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

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

<u>Outstanding Principal Amount</u>	<u>Class</u>	<u>Class Coupon</u>	<u>Annual Interest Amount</u>
\$ 500,000	PO		
5,000,000	6.0	4.0%	\$ 400,000
20,000,000	9.0	8.0	800,000
<u>4,500,000</u>	20.0	18.0	<u>1,800,000</u>
<u>\$30,000,000</u>			<u>\$3,000,000</u>

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

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

## APPENDIX IV

### REDEMPTION AND EXCHANGE PROCEDURES FOR CPCs

#### Notice

If you own a Call Class and want to call the related Callable Class on any permitted Payment Date (the “**Redemption Date**”), you must notify Freddie Mac at least five business days (if the underlying asset is a Giant PC) or three business days (if the underlying asset is a Giant Security) before the related Record Date.

- You must notify Freddie Mac through a Dealer that belongs to Freddie Mac’s REMIC dealer group. The Dealer must notify Freddie Mac by telephone (866-903-2767), followed by written confirmation on the same day in a form specified by Freddie Mac.

#### Related Fees and Payments

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

#### Deposit of Initial Call Payment; Pledge

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

#### Effect of Notice

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



### **Exchange of Callable Assets**

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

### **Redemption of Callable Class**

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

### **Payment to Call Class Holder**

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

### **Defaulting Call Class Holder**

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

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

*over*

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

**Limitations**

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

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

## APPENDIX V

### FREQUENTLY USED GIANT PREFIXES

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

#### Fixed-rate Giant PCs

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Product Type	Giant PC Prefix	Collateral Prefix
30-year . . . . .	G0	A0-A9, B2-B3, C0-C9, D0-D9, F8-F9, G0, G3, Q0-Q9, V7, V8, Z4
15-year . . . . .	G1	B0-B1, B4-B5, E0-E9, G1, J0-J9, V6, Z5
20-year . . . . .	G3	C9, D9, F8-F9, G3, V7, Z6
40-year . . . . .	K3	K3, K5
15-year FM Cash Issuance	V6	V6
20-year FM Cash Issuance	V7	V7
30-year FM Cash Issuance	V8	V7, V8

## PCs with Special Mortgage Characteristics

<u>Product Type</u>	<u>Giant PC Prefix</u>	<u>Collateral Prefix</u>
30-year FHA/VA .....	G2	B6-B9, G2
15-year FHA/VA .....	G7	F6, F7
10/20 Initial Interest <sup>SM</sup> Fixed-rate (30-year) .....	H0	H0
15/15 Initial Interest Fixed-rate (30-year) .....	H1	H1
10/10 Initial Interest Fixed-rate (20-year) .....	H2	H2
Jumbo Conforming 10/20 Initial Interest, Fixed-rate .....	H4	H4
10/20 Various PPM .....	H8	H8
30-year, Fixed-rate, Reduced minimum servicing less than 12.5 bps .....	K0	K0
40-year, Fixed-rate, Reduced minimum servicing less than 25 bps .....	K8	K8
30-year, Fixed-rate, Reduced minimum servicing 12.5 bps .....	L0	L0
40-Year Modified Fixed-rate .....	MA	MA
30-Year Modified Fixed-rate .....	MB	MB, MC
40-Year Modified Step Rate .....	HA	HA
30-Year Modified Step Rate .....	HB	HB
30-year Relocation .....	N3	N2, N3
15-year Relocation .....	M3	M2, M3
30-year Cooperative Share .....	N	N6, N7
15-year Cooperative Share .....	M7	M6, M7
30-year Biweekly Convertible .....	N5	N5
30-year Prepayment Penalty Mortgages, 3-year/2% .....	P0	P0
15-year Prepayment Penalty Mortgages, 3-year/2% .....	P1	P1
30-year Prepayment Penalty Mortgages, 5-year/6-month .....	P2	P2
15-year Prepayment Penalty Mortgages, 5-year/6-month .....	P3	P3
40-year, Various Prepayment Penalties .....	P4	P4
30-year, Various Prepayment Penalties .....	P5	P5
15-year, Various Prepayment Penalties .....	P6	P6
30-Year Reinstated .....	R0	R0, R1
Jumbo Conforming 15-year, Fixed-rate .....	T4	T4
Jumbo Conforming 20-year, Fixed-rate .....	T5	T5
Jumbo Conforming 30-year, Fixed-rate .....	T6	T5, T6
Jumbo Conforming 40-year, Fixed-rate .....	T9	T9
15-year, High LTV, >105% .....	U4	U4
20-year, High LTV, >105% .....	U5	U5
30-year, High LTV, >105% .....	U6	U5, U6
15-year, High LTV, >125% .....	U7	U7
20-year, High LTV, >125% .....	U8	U8
30-year, High LTV, >125% .....	U9	U9, U8
30-year Reverse REMIC .....	Z4	Z4
15-year Reverse REMIC .....	Z5	Z5
20-year Reverse REMIC .....	Z6	Z6

## GNMA-backed Giant Securities

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

## ARM Giant PCs

Product Type	Giant PC Prefix	Collateral Prefix	
		<i>Non-convertible</i>	<i>Convertible</i>
<b><i>Rate-Capped ARM PCs</i></b>			
Annual, 1-year Treasury, 2% Periodic Cap .....	84	35, 60, 61, 84	40, 41, 71, 84
Annual, 1-year Treasury, 1% Periodic Cap .....	84	37, 64, 84	63, 72, 84
Annual, 1-year, (3/1, 5/1, 7/1, 10/1), Various Caps .....	84	78, 1L, 84	78, 1L, 84
5-year Treasury, Various Caps .....	84	76, 84	76, 84
3-year Treasury, Various Caps .....	84	86, 84	86, 84
Semiannual, 6-month LIBOR, Various Caps.....	84	870001-874999, 84	870001-874999, 84
Semiannual, 6-month LIBOR, (3/1, 5/1, 7/1, 10/1), Various Caps .....	84	1A, 84	NA
Annual, 1-year LIBOR, 2% Periodic Cap.....	84	1C, 84	1E, 84
Annual, 1-year LIBOR, 3% Periodic Cap.....	84	1D, 84	1F, 84
Annual, 1-year LIBOR, (3/1, 5/1, 7/1, 10/1), Various Caps .....	84	1B, 2B, 84	1B, 2B, 84
Semiannual, 30-day Average SOFR, Various Indices ..	84	8A, 8B, 8C, 8D, 84	N/A
Annual, 1-year LIBOR, Initial Interest Hybrid ARMs, Various Caps.....	1Q	1G, 1Q	N/A
Annual, 1-year Treasury, Initial Interest Hybrid ARMs, Various Caps.....	1Q	1H, 1Q	N/A
Annual, 1-year LIBOR, 1-year Initial Interest Hybrid ARMs, Various Caps .....	1Q	1U, 1Q	N/A
Annual, 1-year LIBOR, 10-year Initial Interest Hybrid ARMs, Various Caps .....	1Q	1J, 1Q	N/A
Annual, 1-year Treasury, 10-year Initial Interest Hybrid ARMs, Various Caps .....	1Q	1K, 1Q	N/A
Annual, 1-year LIBOR, Non-Standard Initial Interest Hybrid ARMs, Various Caps .....	1Q	1V, 1Q	N/A
Semiannual, 6-month LIBOR, Initial Interest Hybrid ARMs, Various Caps .....	1Q	1M, 1Q	N/A
Semiannual, 6-month LIBOR, 10-year Initial Interest Hybrid ARMs, Various Caps .....	1Q	1N, 1Q	N/A
Semiannual, 6-month LIBOR, 10-year Initial Interest ARMs, Various Caps .....	1Q	1P, 1Q	N/A
<b><i>Pay-capped ARM PCs</i></b>			
Monthly 11th COFI .....	1R	39, 42, 1R	N/A
Federal Costs of Funds .....	1R	5A, 1R	N/A
Various Treasury .....	1R	94, 1R	N/A
Various LIBOR.....	1R	96, 1R	N/A

## APPENDIX VI

### INTEREST RATE INDICES

As Administrator, Freddie Mac determines LIBOR for LIBOR Classes and SOFR for SOFR Classes as follows. Our methods for determining LIBOR, SOFR and any other applicable indices are subject to modification as necessary to reflect technological and market changes, and operational requirements.

#### **SOFR**

Freddie Mac, as Administrator, calculates the class coupons of SOFR Classes for each Accrual Period (after the first) based on the SOFR Rate as described below.

The class coupons of SOFR Classes are based on Compounded SOFR or Term SOFR, as applicable, published on the second U.S. Government Business Day before the Accrual Period begins (we refer to such day as an “**Adjustment Date**” for SOFR Classes).

“**SOFR Rate**” with respect to the class coupon of a SOFR Class means:

- (1) initially a rate equal to Compounded SOFR for the Corresponding Tenor of such SOFR Class; and
- (2) subsequently, commencing at a date determined by Freddie Mac, as Administrator, in its sole discretion, to be operationally, administratively and technically feasible, such Compounded SOFR rate will be changed to a rate equal to Term SOFR for the Corresponding Tenor of such SOFR Class, provided that such change will not adversely affect the tax status of such SOFR Class, and that Freddie Mac, as Administrator, will have the right, in its sole discretion, to make applicable SOFR Adjustment Conforming Changes.

“**Compounded SOFR**” with respect to any U.S. Government Securities Business Day, means:

- (1) the applicable compounded average of SOFR for the Corresponding Tenor as published on such U.S. Government Securities Business Day as such rate appears on the FRBNY’s Website at 3:00 p.m. (New York time) (the “SOFR Determination Time”); or
- (2) if the rate specified in (1) above does not so appear, the applicable compounded average of SOFR for the Corresponding Tenor as published in respect of the first preceding U.S. Government Securities Business Day for which such rate appeared on the FRBNY’s Website.

We generally refer to the specific Compounded SOFR rate by its tenor. For example, “30-day Average SOFR” refers to the compounded average SOFR over a rolling 30-calendar day period as published on the FRBNY’s Website.

“**Term SOFR**” means the applicable forward-looking term rate for the Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body, and may include a positive or negative spread adjustment if Freddie Mac, as Administrator, in its sole discretion, determines, at the time of transition from Compounded SOFR to the forward-looking term rate, that an adjustment factor is necessary.

“**Corresponding Tenor**” with respect to the class coupon of a SOFR Class means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for such class coupon specified in the related supplement.



The following definitions solely apply to the preceding description of SOFR and Compounded SOFR and Term SOFR:

**“FRBNY’s Website”** means the website of the FRBNY, currently at <https://apps.newyorkfed.org/markets/autorates/sofr-avg-ind> or at such other page as may replace such page on the FRBNY’s website.

**“U.S. Government Securities Business Day”** means any day except for a Saturday, a Sunday or a day on which SIFMA recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

**“SOFR Adjustment Conforming Changes”** means, with respect to any SOFR Rate, any technical, administrative or operational changes (including changes to the Accrual Period, timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that Freddie Mac decides, from time to time, may be appropriate to adjust such SOFR Rate in a manner substantially consistent with or conforming to market practice (or, if Freddie Mac decides that adoption of any portion of such market practice is not administratively feasible or if Freddie Mac determines that no market practice exists, in such other manner as Freddie Mac determines is reasonably necessary).

#### **Effect of Benchmark Transition Event - SOFR**

*Benchmark Replacement.* If Freddie Mac determines prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the SOFR Classes in respect of all determinations on such date and for all determinations on all subsequent dates.

*Benchmark Replacement Conforming Changes.* In connection with the implementation of a Benchmark Replacement, Freddie Mac will have the right to make Benchmark Replacement Conforming Changes from time to time.

*Decisions and Determinations.* Any determination, decision or election that may be made by Freddie Mac pursuant to this Section titled “Effect of Benchmark Transition Event - SOFR,” including any determination with respect to administrative feasibility (whether due to technical, administrative or operational issues), a tenor, a rate, an adjustment or the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, may be made in Freddie Mac’s sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the SOFR Classes, will become effective without consent from any other party.

*Certain Defined Terms.* As used in this Section titled “Effect of Benchmark Transition Event - SOFR” and solely for purposes of this Section:

**“Benchmark”** means, initially, SOFR; provided that if Freddie Mac determines prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement.

**“Benchmark Replacement”** means the first alternative set forth in the order below that can be determined by Freddie Mac as of the Benchmark Replacement Date.

- (1) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (b) the Benchmark Replacement Adjustment;
- (2) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;  
or
- (3) the sum of: (a) the alternate rate of interest that has been selected by Freddie Mac as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate securities at such time and (b) the Benchmark Replacement Adjustment.

**“Benchmark Replacement Adjustment”** means the first alternative set forth in the order below that can be determined by Freddie Mac as of the Benchmark Replacement Date:

- (1) the spread adjustment (which may be a positive or negative value or zero), or method for calculating or determining such spread adjustment, that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by Freddie Mac giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate securities at such time.

**“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the Accrual Period, timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that Freddie Mac decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if Freddie Mac decides that adoption of any portion of such market practice is not administratively feasible or if Freddie Mac determines that no market practice for use of the Benchmark Replacement exists, in such other manner as Freddie Mac determines is reasonably necessary).

**“Benchmark Replacement Date”** means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark

Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

**“Benchmark Transition Event”** means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (1) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

**“ISDA Definitions”** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

**“ISDA Fallback Adjustment”** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark.

**“ISDA Fallback Rate”** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**“Reference Time”** with respect to any determination of the Benchmark means (1) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (2) if the Benchmark is not Compounded SOFR, the time determined by Freddie Mac after giving effect to the Benchmark Replacement Conforming Changes.

**“Relevant Governmental Body”** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

**“Unadjusted Benchmark Replacement”** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

## LIBOR

Freddie Mac, as Administrator, calculates the class coupons of LIBOR Classes for each Accrual Period (after the first) on the second business day before the Accrual Period begins (we refer to such day as an “**Adjustment Date**” for LIBOR Classes). For this purpose, a “business day” is a day on which banks are open for dealing in foreign currency and exchange in London, New York City and Washington, D.C. As of September 30, 2020 we ceased issuing LIBOR Classes that are not the result of MACS exchanges or resecuritizations of previously issued LIBOR Classes, provided that such resecuritizations do not increase the total unpaid principal balance of LIBOR Classes outstanding.

Freddie Mac determines LIBOR using the rate, expressed as a percentage per annum, for U.S. dollar deposits of the applicable maturity set by ICE Benchmark Administration Limited (“**ICE**”) as of 11:00 a.m. (London time) on the related Adjustment Date (the “**ICE Method**”). Rates determined by ICE are currently displayed on Bloomberg L.P.’s page “BBAM.” That page, or any other page that may replace BBAM on that service or any other service authorized by ICE to display the rates it determines for deposits in U.S. dollars, is a “**Designated Page.**” Rates determined by ICE are currently rounded to five decimal places. Freddie Mac cannot provide any assurance that there will be no changes to the manner in which the rate is calculated or to data collection methodologies. In addition, Freddie Mac cannot assure you that LIBOR for any distribution date accurately represents the offered rate applicable to loans in U.S. dollars for a stated period between leading European banks or that LIBOR will continue to be widely used as a benchmark interest rate.

If LIBOR determined under the ICE Method does not appear on the Designated Page as of 11:00 a.m. (London time) on an Adjustment Date, or if the Designated Page is not then available, LIBOR for that date will be the most recently published LIBOR determined under the ICE Method. In the event that any other entity assumes the administration of LIBOR from ICE, LIBOR will be determined, in our sole discretion, either (i) on the basis of the succeeding administrator’s LIBOR determination method, or (ii) by our designation of an alternative determination method or index that has performed, or that Freddie Mac expects to perform, in a manner substantially similar to the ICE Method. Freddie Mac will select an alternative index only if tax counsel advises us that the alternative index will not cause any affected Pass-Through Pools to lose their classification as grantor trusts. Freddie Mac can provide no assurance that any alternative LIBOR determination method or index will yield the same or similar economic results over the lives of the affected LIBOR Classes.

On July 27, 2017, the FCA announced its intention to cease sustaining LIBOR after 2021. The FCA indicated that it does not intend to sustain LIBOR through using its influence or legal powers beyond that date. It is possible that ICE and the panel banks could continue to produce LIBOR on the current basis after 2021, if they are willing and able to do so, but Freddie Mac cannot assure you that LIBOR will survive in its current form, or at all. Among the efforts to identify a set of alternative U.S. dollar reference rates are proposals by the Alternative Reference Rates Committee (“**ARRC**”) convened by the Federal Reserve Board, including recommended terms applicable to new issuances of LIBOR-based floating rate notes (the “**ARRC Endorsed Terms**”). Freddie Mac has adopted the ARRC Endorsed Terms for determining an alternative reference rate for our LIBOR Classes. The ARRC Endorsed Terms are set forth below. For a related discussion, see *Risk Factors—Investment Factors—Changes to, or elimination of, LIBOR could adversely affect your investment in the LIBOR Classes*. Freddie Mac cannot predict the effect of the FCA’s decision not to sustain LIBOR, or, if changes are ultimately made to LIBOR, the effect of those changes. In addition, Freddie Mac cannot predict what alternative index would be chosen should this occur. If

LIBOR in its current form does not survive or if an alternative index is chosen, the market value and/or liquidity of LIBOR Classes could be adversely affected.

### **Effect of Benchmark Transition Event - LIBOR**

*Benchmark Replacement.* If Freddie Mac determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the LIBOR Classes in respect of such determination on such date and all determinations on all subsequent dates.

*Benchmark Replacement Conforming Changes.* In connection with the implementation of a Benchmark Replacement, Freddie Mac will have the right to make Benchmark Replacement Conforming Changes from time to time.

*Decisions and Determinations.* Any determination, decision or election that may be made by Freddie Mac pursuant to this Section titled “Effect of Benchmark Transition Event - LIBOR,” including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, may be made in Freddie Mac’s sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the LIBOR Classes, will become effective without consent from any other party. For purposes of whether a Benchmark Replacement or Benchmark Replacement Adjustment can be determined by Freddie Mac, if a Benchmark Replacement or Benchmark Replacement Adjustment alternative is, in the sole judgement of Freddie Mac, not administratively feasible, whether due to technical, administrative or operational issues, then such alternative will be deemed not to be determinable.

*Certain Defined Terms.* As used in this Section titled “Effect of Benchmark Transition Event - LIBOR” and solely for purposes of this Section:

“**Benchmark**” means, initially, LIBOR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to LIBOR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement.

“**Benchmark Replacement**” means the Interpolated Benchmark; provided that if Freddie Mac cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then “Benchmark Replacement” means the first alternative set forth in the order below that can be determined by Freddie Mac as of the Benchmark Replacement Date:

- (1) the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;
- (2) the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;
- (3) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;
- (4) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;
- (5) the sum of: (a) the alternate rate of interest that has been selected by Freddie Mac as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration

to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate securities at such time and (b) the Benchmark Replacement Adjustment;

provided, however, that if the Benchmark Replacement determined for any Benchmark Replacement Date is the rate specified in clause (2) above, and if, on the first day of any calendar month following such Benchmark Replacement Date, a redetermination of the Benchmark Replacement would result in the selection of a Benchmark Replacement specified in clause (1) above, then (x) the Benchmark Replacement specified in clause (1) above will be the Benchmark commencing with the earliest practicable index determination date thereafter and (y) the Benchmark Replacement Adjustment will be redetermined on such date utilizing the Unadjusted Benchmark Replacement corresponding to the Benchmark Replacement specified in clause (1) above. If redetermination of the Benchmark Replacement on any date described in the preceding sentence would not result in the selection of a Benchmark Replacement under clause (1), then the Benchmark will remain the Benchmark Replacement specified in clause (2) above for the following index determination date.

Notwithstanding the foregoing provisions of this definition, if a Benchmark Replacement is chosen because an alternative higher in priority in the foregoing list was not administratively feasible and such alternative later becomes administratively feasible, Freddie Mac may replace the previously selected Benchmark Replacement with such higher alternative.

**“Benchmark Replacement Adjustment”** means the first alternative set forth in the order below that can be determined by Freddie Mac as of the Benchmark Replacement Date:

- (1) the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero) that has been selected, endorsed or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;
- (3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by Freddie Mac giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for such affected Classes at such time.

Notwithstanding the foregoing provisions of this definition, if a Benchmark Replacement Adjustment is chosen because an alternative higher in priority in the foregoing list was not administratively feasible and such alternative later becomes administratively feasible, Freddie Mac may replace the previously selected Benchmark Replacement Adjustment with such higher alternative.

**“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the Accrual Period, timing and frequency of determining rates and making payments of interest, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the Accrual Period and other administrative matters) that Freddie Mac decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if Freddie Mac decides that adoption of any portion of such market practice is not administratively feasible or if Freddie Mac determines that no market practice for use of the Benchmark Replacement exists, in such other manner as Freddie Mac determines is reasonably necessary).



**“Benchmark Replacement Date”** means the earliest to occur of the following events with respect to the then-current Benchmark:

- (1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
- (2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein;

provided, however, that on or after the 60th day preceding the date on which such Benchmark Replacement Date would otherwise occur (if applicable), Freddie Mac may give written notice to certificateholders in which Freddie Mac designates an earlier date (but not earlier than the 30th day following such notice) and represents that such earlier date will facilitate an orderly transition of the transaction to the Benchmark Replacement, in which case such earlier date will be the Benchmark Replacement Date.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

**“Benchmark Transition Event”** means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (1) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or
- (3) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

**“Compounded SOFR”** means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which will be compounded for each Accrual Period in arrears with a look-back and/or suspension period that may be prior to such Accrual Period) being established by Freddie Mac in accordance with the first alternative set forth in the order below that can be determined by Freddie Mac as of the Benchmark Replacement Date:

- (1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR;

(2) the rate, or methodology for this rate, and conventions for this rate that have been selected by Freddie Mac giving due consideration to any industry-accepted market practice for U.S. dollar denominated floating rate securities at such time.

**“Corresponding Tenor”** with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark.

**“Federal Reserve Bank of New York’s Website”** means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

**“Interpolated Benchmark”** with respect to the Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (2) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor.

**“ISDA Definitions”** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

**“ISDA Fallback Adjustment”** means the spread adjustment, (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

**“ISDA Fallback Rate”** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**“Reference Time”** with respect to any determination of the Benchmark means (1) if the Benchmark is LIBOR, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such determination, and (2) if the Benchmark is not LIBOR, the time determined by Freddie Mac in accordance with the Benchmark Replacement Conforming Changes.

**“Relevant Governmental Body”** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

**“SOFR”** with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York’s Website.

**“Term SOFR”** means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body.

**“Unadjusted Benchmark Replacement”** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

