

Freddie Mac

Class A

Taxable Multifamily Variable Rate Certificates

Freddie
Mac

The Certificates

Freddie Mac creates each series of Taxable Multifamily Variable Rate Certificates (“**Certificates**”) and sells and guarantees certain payments of principal and interest on Class A Certificates (“**Class A Certificates**”). Class A Certificates are securities that represent undivided ownership interests with specified rights in pools of multifamily affordable housing bonds and loans secured by mortgages for multifamily affordable housing projects. The multifamily affordable housing bonds are issued by certain state and local government entities to finance multifamily affordable housing mortgages.

Freddie Mac’s Guarantee

We guarantee the payment of interest and scheduled principal on the Class A Certificates, and are obligated to pay the tender price for the Class A Certificates, each as described in this Offering Circular. We alone are responsible for making payment on our guarantee and for paying for Class A Certificates tendered to us for purchase. Principal and interest payments on, and payment of the tender price for, the Class A 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.

Freddie Mac Will Provide More Information for Each Offering

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

Tax Status and Securities Law Exemptions

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

The Class A Certificates may not be suitable investments for you. You should consider carefully the risks of investing in them. The *Risk Factors* section on pages 8 and 9 highlights some of these risks.

If you intend to purchase Class A Certificates, you should rely on the information in this Offering Circular and in the related offering circular supplement (“**Supplement**”), including the information in any disclosure documents that we incorporate by reference. We have not authorized anyone to provide you with different information.

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

We are not offering the Class A Certificates in any jurisdiction that prohibits their offer.

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FREDDIE MAC

Freddie Mac was chartered in 1970 under the Federal Home Loan Mortgage Corporation Act (the “**Freddie Mac Act**”). Freddie Mac’s statutory purposes are:

- To provide stability in the secondary market for residential mortgages.
- To respond appropriately to the private capital market.
- To provide ongoing assistance to the secondary market for residential markets, including mortgages on housing for low- and moderate-income families.
- To promote access to mortgage credit throughout the United States (including central cities, rural areas and underserved areas) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing.

We fulfill these statutory purposes by purchasing residential mortgages and mortgage-related securities from mortgage lenders, other mortgage sellers and securities dealers. We finance our purchases by issuing guaranteed mortgage securities, debt securities, other liabilities and equity capital.

ADDITIONAL INFORMATION

We prepare an annual Information Statement that describes our business and operations and contains our audited financial statements. We prepare quarterly Information Statement Supplements that include unaudited financial data and other information concerning our business and operations.

You can obtain any of these documents, as well as the disclosure documents for our Class A Multifamily Variable Rate Certificates and other securities from:

Freddie Mac — Investor Inquiry
1551 Park Run Drive
McLean, Virginia 22102-3110
Telephone: 1-800-336-FMPC
(703-382-4000 within Washington, D.C. area)
E-mail: Inquiry@freddiemac.com
Internet Web-Site: <http://www.freddiemac.com>*

* We are providing this Internet address solely for the information of prospective investors. We do not intend this Internet address to be an active link and are not using reference to this address to incorporate additional information into this Offering Circular or any Supplement.

SUMMARY

This summary highlights selected information about the Class A Certificates. Before buying Class A Certificates, you should read the remainder of this Offering Circular and the Supplement for the particular offering. You should rely on the information in the Supplement if it is different from the information in this Offering Circular.

Capitalized Terms that are not in **bold type** and defined on their first use are defined in *Appendix I*. References to time in this Offering Circular relate to local time in Washington D.C.

Guarantor Federal Home Loan Mortgage Corporation, or “**Freddie Mac**,” a shareholder-owned government-sponsored enterprise, guarantees the timely payment of interest and scheduled principal on the Class A Certificates on each Payment Date.

Liquidity Provider We will be obligated to pay the applicable tender price for Class A Certificates on each Purchase Date, Mandatory Tender Date and Optional Disposition Date. This obligation is described in the Agreement as the Liquidity Facility.

Certificates Certificates represent undivided ownership interests with specified rights in pools of assets that we form. Certificates are issued in series (“**Series**”), each consisting of “**Class A Certificates**” and “**Class B Certificates**.” Class A Certificates will be offered pursuant this Offering Circular and the related Supplement. Class B Certificates will be issued simultaneously with Class A Certificates but will not be offered pursuant to this Offering Circular.

Assets The “**Assets**” of each Series include multifamily affordable housing bonds (“**Bonds**”) or mortgage loans secured by multifamily affordable housing projects (“**Mortgage Loans**”). In each case, we have acquired the Assets for the related series. The Bonds are issued by state and local government entities and are secured by first liens on multifamily affordable housing properties and certain other assets pledged by these government entities. Interest on the Assets is not tax-exempt.

Payments We make payments on the Class A Certificates on each Payment Date. A “**Payment Date**” is the 15th of each month, or if the 15th is not a Business Day, the next Business Day, beginning the month after issuance.

- **Interest** We pay interest on the Class A Certificates at the applicable per annum interest rate (“**Reset Rate**”) in effect on each day during the period that interest accrues for that Payment Date. The Reset Rate will change from time to time. Changes to the Reset Rate can occur either:
 - each week.
 - each month.

- on other dates as specified in the Supplement.

The Supplement will specify how frequently the Reset Rate will change. The method for determining the Reset Rate can be changed at our option (under certain circumstances) or the option of the Sponsor (with our consent). Should that happen, the Class A Certificates will be subject to mandatory tender, however you will have the right to retain your Class A Certificates (the “**Retention Right**”).

Interest for each Payment Date will accrue for the calendar month preceding that Payment Date, or for the first Payment Date, from the date specified in the Supplement.

The Supplement will identify the Remarketing Agent for each Series. The Remarketing Agent will determine the Reset Rate each time it is changed. The Remarketing Agent will set the Reset Rate equal to the lesser of:

- the minimum interest rate which would, in the judgment of the Remarketing Agent, result in a sale of the Class A Certificates at par under prevailing market conditions, plus accrued interest.
- the Maximum Reset Rate calculated as described in Appendix I.

The Remarketing Agent is also responsible for remarketing Class A Certificates that are tendered to us.

- **Principal** On each Payment Date, we pay scheduled principal on the Class A Certificates plus principal prepayments and your portion of Redemption Premium, if any, until the outstanding balance of the Class A Certificates is reduced to zero. The definition of “**Gain Share**” in Appendix I describes how we calculate your portion of any Redemption Premium.

The Holders of any Class that receives principal payments (and their share of any Redemption Premium) receive those payments on a pro rata basis.

- Optional Tender** Holders of Class A Certificates (except Pledged Class A Certificates and Affected Certificates) will have the right to tender their certificates for purchase upon five Business Days’ written notice (the “**Tender Option**”) at the “**Purchase Price**” equal to the remaining principal of such Class A Certificate plus any accrued and unpaid interest through the day prior to the Purchase Date.

The Purchase Date related to an exercise of the Tender Option may occur on:

- any Business Day, when the Reset Rate can change each week.
- the first Business Day of every calendar month, when the Reset Rate can change each month.

Freddie Mac is obligated to pay the applicable Purchase Price.

The Tender Option is not available during a period when the Reset Rate is set other than each week or each month.

The Tender Option may terminate without notice as described in *The Certificates — Tender Option — Tender Option Termination Events*.

Mandatory Tender We have a “**Mandatory Tender Right**” to purchase all (or in the case of a Special Adjustment Event, a portion of) outstanding Class A Certificates at the Purchase Price upon the occurrence of certain events.

We must purchase Class A Certificates pursuant to the Mandatory Tender Right if:

- the frequency of changes to the Reset Rate is changed or, if the Reset Rate is set other than weekly or monthly, that period expires (however, you will have the Retention Right).
- a Special Adjustment Event occurs.
- an amendment to certain provisions of the Agreement occurs (however, you will have the Retention Right).
- a Sponsor Act of Bankruptcy occurs (if Partnership Factors apply).
- a successor Sponsor is designated by the Sponsor (with our consent) (however, you will have the Retention Right).

We may purchase Class A Certificates pursuant to the Mandatory Tender Right if:

- we determine that a Liquidity Provider Termination Event has occurred.
- the outstanding balance of the Class A Certificates is equal to or less than 5% of the original principal balance.

Pledged Class A Certificates or Affected Certificates will not be subject to the Mandatory Tender Right.

Bond Release We have the right to redeem Class A Certificates and pay you the outstanding balance of the Class A Certificates plus accrued

interest through the end of the month prior to the Payment Date on which such redemption occurs, plus any Hypothetical Gain Share, if any of the following events (each a “**Release Event**”) occurs:

- an event of default occurs with respect to a related Asset.
- the related multifamily development financed with proceeds of an Asset (each, a “**Project**”) fails to achieve stabilization by a set date.
- the Sponsor elects to purchase the Assets pursuant to the Reimbursement Agreement.
- the Sponsor elects to purchase a portion of the Assets in connection with a substitution of Assets.
- the Series is terminated.

The amount of Class A Certificates redeemed upon a Release Event will be equal to the then outstanding principal amount of the affected Assets.

Optional Disposition Holders of Class A Certificates who have held Class A Certificates for at least one year will have the right to tender any of those Class A Certificates for purchase (“**Optional Disposition**”) at the “**Optional Disposition Price**” equal to the remaining principal of such Class A Certificates plus any accrued and unpaid interest plus any Hypothetical Gain Share on any Optional Disposition Date.

The “**First Optional Disposition Date**” will be specified in the Supplement.

The definition of “**Hypothetical Gain Share**” in Appendix I describes how Hypothetical Gain Share will be calculated.

Holders As an investor in Class A Certificates, you are not necessarily the Holder of those Certificates. You ordinarily must hold your Class A Certificates through one or more financial intermediaries. You may exercise your rights as an investor only through the Holder of your Class A Certificates, and we may treat the Holder as the absolute owner of your certificates. For Class A Certificates, the term “**Holder**” means DTC or its nominee.

Tax Status If you own Class A Certificates, you will be treated for federal income tax purposes as a partner in a partnership that owns the Assets. You will be allocated a share of the taxable income of the partnership based upon the terms of the Class A Certificates. See *Certain Federal Income Tax Consequences*.

RISK FACTORS

Although we guarantee certain payments on the Class A Certificates and so bear the associated credit risk and are obligated to pay the Purchase Price of Class A Certificates and so bear the associated liquidity risk, as an investor you will bear the other risks of owning mortgage securities. This section highlights some of these risks.

The Class A Certificates May Not be Suitable Investments for You. The Class A Certificates are complex securities. You need to understand the risks of your investment, and you need to be able to analyze the information in the related offering documents as well as the economic and other factors that may affect your investment. If you require a definite payment stream, or a single payment on a specific date, the Class A Certificates are not suitable investments for you. If you purchase Class A Certificates, you need to have enough financial resources to bear all of the risks related to your Class A Certificates.

Principal Payment Rates are Uncertain. Principal payment rates on Class A Certificates will depend on the rates of principal payments on the underlying Assets. Principal payment rates on the underlying Assets will depend upon principal payments from the related multifamily affordable housing properties. Principal payments on the Assets may include scheduled payments and prepayments. Prepayment rates fluctuate continuously and (in some market conditions) substantially. We cannot predict the rate of prepayments on the Assets, which is influenced by a variety of economic, social and other factors, including local and regional economic conditions, the existence and enforceability of lockout periods and prepayment premiums and the availability of alternative financing. Prepayments are also affected by servicing decisions and policies, such as decisions to pursue alternatives to foreclosure. In addition, prepayments may occur upon a Release Event or a Liquidity Provider Termination Event.

Prepayments Can Reduce Your Yield if You Purchase Your Class A Certificates at a Premium. Your yield on a Class A Certificate will depend on the price you pay for your Class A Certificate, the rate of prepayments on the mortgage underlying the related Assets and the actual characteristics of those Assets. The Bonds may be optionally redeemed and the Mortgage Loans may be optionally prepaid at any time, in each case subject to any applicable lockout period and to the payment of any applicable redemption premiums. The Assets with lockout periods may be optionally redeemed or prepaid at any time outside of the lockout period. The Assets also may be redeemed due to defaults, casualties, condemnations and repurchases.

Reinvestment of Principal Payments May Produce Lower Returns. Exercise of the Tender Option will result in a return of the entire outstanding principal portion of the Class A Certificates that you tendered. Additionally, the Assets 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 return as your Class A Certificates.

Changes to the Reset Rate May Produce Lower Yields. The Reset Rate may change periodically and a future Reset Rate may be lower than your original Reset Rate.

You May Not be Allowed to Buy Class A Certificates. If you are subject to legal investment laws and regulations or to review by regulatory authorities, you may not be allowed to invest in Class A Certificates.

The Remarketing Agent May Have Interests that Conflict with the Class A Certificates. The Remarketing Agent may be an affiliate of the Holder of the Class B Certificates. If so, the

Remarketing Agent's interests in the Class B Certificates could differ from the interests of the beneficial owners of Class A Certificates because a low Reset Rate on the Class A Certificates will leave more interest available to be paid to the Holders of Class B Certificates.

Your Tender Option may become unavailable. If the Tender Option is terminated due to a Tender Option Termination Event, you will not be able to tender your Class A Certificates to Freddie Mac for the Purchase Price. Instead, if a Tender Option Termination Event occurs, the Series will be liquidated. Without the Tender Option, your ability to sell your Class A Certificates may be limited and the liquidation of the Series may cause you to receive less than the Purchase Price for your Class A Certificates. Moreover, the Class A Certificates may no longer qualify as an eligible investment for certain investors.

The Maximum Reset Rate may limit the Reset Rate payable on the Class A Certificates. If the Maximum Reset Rate is less than the prevailing interest rate for similar securities, the Remarketing Agent may be unable to remarket the Class A Certificates.

THE CERTIFICATES

We create and administer each Series of Certificates. We sell and guarantee certain payments of principal and interest on Class A Certificates. Class A Certificates are offered pursuant to this Offering Circular and the related Supplement. Class B Certificates are issued simultaneously with Class A Certificates, but will not be offered pursuant to this Offering Circular.

ASSETS

Each Certificate represents an undivided ownership interest with specified rights in the Assets contained in its related Series.

The Bonds are issued by state and local government entities to finance affordable multifamily housing mortgages. The Bonds and Mortgage Loans are secured by a pledge by the issuer of first liens on the related multifamily residential properties and certain other assets, including funds and accounts held by the Bond trustee, and in some instances, other collateral including letters of credit and interest rate hedges.

The general terms of the specific Assets for each Series of Certificates will be described in the applicable Supplement.

Funds from Assets may be used to construct, acquire and rehabilitate or refinance affordable multifamily housing properties. For properties that are being constructed or rehabilitated, the financing documents contain certain conditions regarding, among other things, the timing of completion of the project and leasing of the units. Once a property satisfies these conditions it is said to achieve "stabilization." Examples of these conditions include:

- (i) the construction has been completed in accordance with the plans and specifications and any amendments thereto consented to by the Bondholder Representative and applicable building codes;
- (ii) a certificate of occupancy has been issued for each building that is located on the property;

(iii) the property shall have obtained physical occupancy (net of concessions) of not less than a percentage specified in the related documents for 90 consecutive days;

(iv) the debt coverage ratio of the applicable property and Mortgage is equal to or greater than a percentage specified in the related documents;

(v) the loan-to-value ratio of the Mortgage is equal to or less than a set percentage specified in the related documents; and

(vi) any additional conditions have been satisfied.

If a property does not achieve stabilization by a set date, the property may not be eligible for permanent financing and the related Assets may be subject to mandatory prepayment or tender. There is no certainty that construction will be completed or that all of the conditions to conversion will be satisfied in time for a property to achieve stabilization.

Even if a property achieves stabilization within the specified time frame, the documents related to that property may provide for a reduction of the principal amount of the Assets related to that property to an amount that is less than the original principal amount of the related Asset. If the principal amount of the Asset related to a property is reduced upon stabilization, the principal amount of the related Asset will be reduced through a partial prepayment of such Asset. This prepayment would be funded by the property owner. If such prepayment is required as a condition to stabilization and is not made, conversion to permanent financing will not occur and the related Assets may be subject to mandatory prepayment or tender in whole, as described above.

In addition, Freddie Mac may have more stringent or additional conditions beyond those set forth in the documents to be met for it to treat a property related to the Assets as stabilized. If such conditions are not met, the failure of a property to stabilize may constitute a Release Event under the applicable Series Certificate Agreement permitting the Assets to be released from the Series following the payment of the Release Purchase Price. This would result in a prepayment of the Class A Certificates.

The stabilization date may be extended under the terms of the related documents. You will not receive notice of an extension of the stabilization date.

Each underlying Mortgage is a fixed or floating rate, interest only, fully amortizing or balloon mortgage with an original term of 10 to 40 years. The Mortgages usually either prohibit prepayment or provide for prepayment at a premium for some period, after which the Mortgage may be prepaid at par.

Principal payments on the Bonds are made on a monthly or semi-annual basis on an amortization schedule that does not exceed 40 years, with a maturity from 10 to 40 years following the beginning of amortization. Principal and interest payments are typically made on the mortgages underlying the Bonds by the related borrowers on a monthly basis.

The Bond Trustee will pay principal and interest on the Bond, and deduct and pay fees due with respect to the Bond. If the borrower fails to pay the mortgage underlying a Bond, the servicer will notify the Bond Trustee and Bondholder Representative. The Bondholder Representative will instruct the Bond Trustee as to remedies. Freddie Mac will be the Bondholder Representative for the Bonds in each Series.

PAYMENTS

Payment Dates

We make payment to Holders of Class A Certificates on each applicable Payment Date. A **“Payment Date”** is the 15th of each month or, if the 15th is not a Business Day, the next Business Day.

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

- A Saturday or a Sunday.
- A day when the offices of the federal government in the District of Columbia generally are closed.
- A day when the Federal Reserve Bank of New York is closed.
- A day when Freddie Mac is closed.
- A day when DTC is closed.
- A day when banks in New York or the city(ies) in which the Administrator, Freddie Mac or Remarketing Agent is located are closed.
- A day when the New York Stock Exchange is closed.

Class Factors

For each month, we calculate and make available (including on our Internet Web-Site) the Class Factor for Class A Certificates of each Series.

The **“Class Factor”** for any Class A Certificates for any month is a truncated eight-digit decimal that, when multiplied by the original principal amount of the Class A Certificates of that Series, 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.

Class Factors will be available not later than the second Business Day prior to the Payment Date for that month.

The Class Factor for each Class A Certificate for the month of its issuance is 1.00000000.

Distribution Account

We establish a Distribution Account for each Series. For each Payment Date, we deposit into the Distribution Account each of the following amounts related to that Payment Date:

- all Asset Payments received, including Redemption Premiums.
- all amounts paid in connection with a Release Event.
- all amounts Freddie Mac pays under its Credit Enhancement.
- and all Administrator Advances by Freddie Mac.

The Distribution Account will relate solely to the Certificates of the related Series, and funds in the Distribution Account will not be commingled with any other funds.

Interest Distributions

Holders of Class A Certificates will be paid interest equal to the aggregate of the interest accrued each day in the calendar month preceding each Payment Date (the “**Accrual Period**”) at the Reset Rate in effect for such Certificate on each such day. For the first Payment Date, the Accrual Period will run from the date specified in the Supplement to the last day of the month preceding the first Payment Date.

The Assets are expected to generate more interest than is necessary to provide for interest at a rate that will enable the Remarketing Agent to remarket all Class A Certificates at par, but no assurance can be given that this will be the case.

Principal Distributions

Principal will be paid on each Payment Date. For any Payment Date, the total amount of principal payments available for distribution will equal the sum of:

- The amount of principal payments scheduled or made on the underlying Assets during the collection period for that Payment Date (“**Available Principal**”). The collection period for each Payment Date will be the period from the second Business Day of the prior calendar month through the first Business Day of the month of that Payment Date.
- The Redemption Premium, if any, payable to Holders, determined in accordance with the Gain Share calculation described in *Appendix I*. Freddie Mac does not guarantee the payment of any Redemption Premium.
- Class A Certificates share of the Hypothetical Gain Share, if any, in connection with a payment arising from a Release Event. Hypothetical Gain Share is calculated as described in *Appendix I*. Freddie Mac does not guarantee the payment of any Hypothetical Gain Share.

On each Payment Date, other than a Payment Date related to a Release Event, we pay Available Principal to the Holders of the Class A Certificates entitled to receive principal payments on that Principal Payment Date pro rata as follows:

- To Freddie Mac as the secured lien holder of Pledged Class A Certificates, until the balance of any Pledged Class A Certificates is reduced to zero.
- To the other Holders of Class A Certificates, until retired.

The Supplement for such Series will describe the specific allocation of principal payments for that Series.

On each Payment Date, we also pay the Redemption Premium (if any) and Hypothetical Gain Share (if any) related to a Release Event to the Class A Certificates, until retired.

On any Payment Date related to a Release Event, we pay the portion of Available Principal related to the released Asset as described under *The Certificates — Release Event*.

Reports to Holders

Each month, not later than the second Business Day prior to the Payment Date for that month we will make available on our Internet web-site the following information:

- the related Payment Date;
- the Class Factor for that Payment Date;
- the weighted average of the Reset Rate applicable to that Payment Date; and
- if all of the Certificates are to be redeemed in full on a Payment Date, the notice described under *The Agreement — Final Distribution*.

Record Dates

We make payments on each Payment Date to Holders as of the close of business on the last day of the preceding month (the “**Record Date**”).

Final Payment Dates

The “**Final Payment Date**” for each Class is the latest date by which it will be paid in full and will retire. We calculate Final Payment Dates using highly conservative assumptions, and the actual retirement of Class A Certificates of any Series could occur significantly earlier than its Final Payment Date.

RESET RATES

The Remarketing Agent

The Reset Rate will change from time to time.

The Remarketing Agent sets the Reset Rate and determines the Maximum Reset Rate for the Class A Certificates by 5:00 p.m. on the related Reset Date. The Remarketing Agent is also responsible for remarketing Class A Certificates that are tendered to us. The Supplement will identify the Remarketing Agent for that Series.

Determination of the Reset Rate

The Reset Rate for any period will be the minimum rate of interest which would, in the judgment of the Remarketing Agent, under then prevailing market conditions (taking into account that such rate will be reset on the next Reset Date), result in a sale of the Class A Certificates at a market price equal to the outstanding balance of the Class A Certificates, plus accrued interest. The Reset Rate cannot exceed the Maximum Reset Rate calculated as described in *Appendix I*.

The Remarketing Agent will calculate the Maximum Reset Rate on each Reset Date immediately prior to determining the Reset Rate.

If the Remarketing Agent fails to set a Reset Rate by 5:00 p.m. on the Reset Date, the Reset Rate for the next period will be the lesser of the previous Reset Rate or the Maximum Reset Rate.

Upon setting the Reset Rate, the Remarketing Agent notifies Freddie Mac of the Reset Rate, the Maximum Reset Rate and the date on which the Reset Rate will take effect. After the Remarketing Agent sets the Reset Rate and gives notice to Freddie Mac, the determination of the

Reset Rate, absent manifest error, will be binding, subject to the Maximum Reset Rate. You may obtain the Reset Rate for each period from the Remarketing Agent as described in the Supplement or from our Internet web-site.

Reset Rate Method

The frequency of making changes to the Reset Rate is called the “**Reset Rate Method.**” The following table shows the date by which the Reset Rate will be determined (each a “**Reset Date**”) and the period during which the Reset Rate applies for each Reset Rate Method.

<u>Reset Rate Method</u>	<u>Reset Date(1)</u>	<u>Related Accrual Period(2)</u>
Weekly Reset Rate Method	<ul style="list-style-type: none"> • Wednesday • if Wednesday is not a Business Day, the preceding Business Day 	Thursday through the following Wednesday
Monthly Reset Rate Method	Last Business Day of the preceding month	Calendar Month
Term Reset Rate Method	Last Business Day prior to the beginning of the term	Term specified in notice to holders (or until the Series Expiration Date, if earlier) (3)

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- (1) However, if the Reset Rate Method is being changed, the Reset Date will be the Business Day preceding the Reset Rate Change Date.
- (2) However, if the Reset Rate Method is being changed and the Reset Rate Change Date is prior to the end of this period, the Reset Rate will apply through day preceding the next Reset Rate Change Date.
- (3) This period will not be less than 180 days nor more than one year until the First Optional Disposition Date. After the First Optional Disposition Date, this period will not be less than 180 days nor more than five years.

The Supplement will specify the initial Reset Rate Method applicable to each Series.

If the Monthly Reset Rate Method or Term Reset Rate Method is in effect, the Remarketing Agent will make preliminary indications of the Reset Rate for the next period available by telephone six Business Days prior to the related Reset Date. The Reset Rate will not be less than the preliminary Reset Rate quoted by the Remarketing Agent.

The Reset Rate Method may be changed by:

- direction of the Holders of a majority of the outstanding principal balance of Class B Certificates (with Freddie Mac’s approval).
- Freddie Mac, if the interest rate hedge required by the Reimbursement Agreement between Freddie Mac and the Sponsor is not in effect.

If the Reset Rate Method is changed, Holders will be notified by the Remarketing Agent of the change at least eight Business Days prior to the change taking effect. A change of the Reset Rate Method will be a Mandatory Tender Event (however, you will have the Retention Right). See *Description of Certificates — Mandatory Tender*.

If the Reset Rate Method is changed to the Weekly Reset Rate Method or the Monthly Reset Rate Method, the Reset Rate Method will continue to be Weekly or Monthly, as applicable, until changed by Holders of Class B Certificates or Freddie Mac. If the Reset Rate Method is changed to the Term Reset Rate Method, the Reset Rate Method will become Weekly at the conclusion of the specified term, unless the Holders of the Class B Certificates or Freddie Mac elect to continue the Term Reset Rate Method. The expiration of a period in which the Term Reset Rate Method is in effect will be a Mandatory Tender Event, subject to your Retention Right.

The Reset Rate Method may not be changed during the last two Business Days before a Mandatory Tender Date.

TENDER OPTION

Rights of Holders to Tender Class A Certificates

Holders of a Class A Certificate have the Tender Option to tender their Class A Certificates to Freddie Mac on any Purchase Date in exchange for the Purchase Price upon giving proper notice. We are obligated to pay the Purchase Price for each Class A Certificate validly tendered pursuant to the Tender Option.

A “Purchase Date” is:

- any Business Day, when the Weekly Reset Rate Method is in effect.
- the first Business Day of every calendar month, when the Monthly Reset Rate is in effect.

The Tender Option is not available:

- when the Term Reset Rate Method is in effect.
- for Affected Certificates after the occurrence of an applicable Tender Option Termination Event.
- for Pledged Class A Certificates.

Holders of Class A Certificates may exercise the Tender Option for Class A Certificates having an original balance of \$100,000 and integral multiples of \$5,000 in excess of \$100,000. Holders may not exercise the Tender Option for other denominations of Class A Certificates.

Procedures to Exercise the Tender Option

In order to exercise the Tender Option, you must instruct the Holder of your Certificates to exercise the Tender Option on your behalf.

To exercise the Tender Option on your behalf, a Holder of Class A Certificates must:

- Give an Exercise Notice to the Remarketing Agent and Freddie Mac. The Exercise Notice must be given by 5:00 p.m., on or prior to the fifth Business Day preceding the Purchase Date. The Exercise Notice should be made by telephone and confirmed by telecopy, facsimile transmission, electronic mail or similar electronic means of communication. The confirmation must be received by the principal office of the Remarketing Agent as specified in the Supplement and Freddie Mac, as Registrar, at 1551 Park Run Drive, MS-D5B, McLean, Virginia 22102-3110 by 5:00 p.m. on the same day. The Exercise Notice must specify:
 - the original balance of the Class A Certificates being tendered.
 - the Authorized Denominations tendered for purchase.
 - the Purchase Date on which you demand purchase.
- Deliver the Class A Certificates to Freddie Mac by book-entry transfer into Freddie Mac’s account at DTC by not later than 11:00 a.m. on the Purchase Date.

- Advise Freddie Mac in writing of the single account of the Holder in which payment for Tendered Class A Certificates is to be transferred.

Freddie Mac will pay the Purchase Price of any Tendered Class A Certificates by 3:00 p.m. to the Holders of Tendered Class A Certificates as they appear on the records of the Registrar.

Once it is exercised, the Tender Option may not be revoked. Upon giving telephonic notice of exercise of the Tender Option to Freddie Mac or the Remarketing Agent, or upon delivery of an Exercise Notice to Freddie Mac or the Remarketing Agent, Holders of Class A Certificates will have no further rights or interests in such Class A Certificates other than the right to receive payment of the Purchase Price. No interest will be paid on such Class A Certificates from and after the Purchase Date.

If a Holder of Class A Certificates gives an Exercise Notice and then fails to deliver the Tendered Class A Certificates as described above, the Tendered Class A Certificates will be deemed to have been delivered, and the Holder will have no further rights or interests in such Class A Certificates other than the right to receive payment of the Purchase Price.

Freddie Mac will determine whether the Tender Option has been exercised in compliance with the requirements described in this section. If an attempted exercise of the Tender Option does not comply with these requirements, Freddie Mac will reject such exercise and redeliver such Class A Certificates by using its best efforts to transfer such Certificates “free” on the records of DTC to the applicable Holder.

Freddie Mac will give the Remarketing Agent and DTC a Tender Advice by not later than 5:00 p.m. on the Business Day after it receives an Exercise Notice. The Tender Advice will be delivered by telecopy, facsimile transmission, electronic mail or similar electronic means of communication and will set forth:

- the Purchase Date and
- the aggregate Authorized Denominations of Class A Certificates tendered for purchase.

Tender Option Termination Events

The Tender Option for a Series will terminate without notice upon the occurrence of any of the following events (each, a “**Tender Option Termination Event**”):

- Freddie Mac fails to pay on the Credit Enhancement and such failure continues for three Business Days.
- The rating of the long-term, senior debt of Freddie Mac is reduced below “Baa3” in the case of Moody’s and “BBB-” in the case of Fitch and S&P by each such rating agency rating such debt.

If a Tender Option Termination Event occurs, the Series will be subject to complete or partial liquidation on the related Exchange Date. See *The Agreement—Termination*.

If a Tender Option Termination Event occurs, Freddie Mac will promptly give the Remarketing Agent a Tender Option Termination Notice by telecopy, facsimile transmission, electronic mail or similar electronic means of communication, promptly confirmed by mailing a copy of the Tender

Option Termination Notice. The Tender Option Termination Notice will set forth each of the following items:

- A description of the Tender Option Termination Event that has occurred and a description of the Affected Assets.
- The date when such Tender Option Termination Event occurred.
- A schedule, prepared by Freddie Mac, of the Assets, if any, that will remain after the liquidation of the Series and required distributions have been effected on the related Exchange Date.

Freddie Mac will give the Holders of Class A Certificates a copy of the Tender Option Termination Notice not later than one Business Day following its delivery to the Remarketing Agent. The failure to give notice of any Tender Option Termination Event to the Holders or the failure of any Holder to receive such notice will not delay or affect in any manner the termination of the right to exercise the Tender Option with respect to any Affected Certificates.

MANDATORY TENDER

Mandatory Tender Events

Freddie Mac has the right to purchase Class A Certificates (other than Affected Certificates and Pledged Class A Certificates) if a Mandatory Tender Event occurs. If a Mandatory Tender Event occurs:

- Freddie Mac will give notice (“**Mandatory Tender Notice**”) to the Holders and the Remarketing Agent.
- Freddie Mac will purchase all or a portion of the outstanding Class A Certificates and pay the Purchase Price on the **Mandatory Tender Date** specified in the table below. After the Mandatory Tender Date and payment of the Purchase Price you will not have a right to additional payments of principal or interest from your Class A Certificates.

Under some circumstances, you may decline a Mandatory Tender by exercising your Retention Right. If you exercise the Retention Right, your Class A Certificates will not be purchased and you will not receive the Purchase Price. See *The Certificates — Mandatory Tender — Right to Retain*.

The table below specifies the dates of the Mandatory Tender Notice and the Mandatory Tender Date for each related Mandatory Tender Event.

Mandatory Tender Event	Notice Requirements	Mandatory Tender Date
An event of default under the Reimbursement Agreement (a “ Liquidity Provider Termination Event ”) ⁽¹⁾	Freddie Mac sends a Liquidity Provider Termination Notice to the Remarketing Agent. Freddie Mac sends Holders a Mandatory Tender Notice by 5:00 p.m. on the second Business Day after the date of the Liquidity Provider Termination Notice.	The Business Day specified by Freddie Mac in the Liquidity Provider Termination Notice (must be between 5 and 10 Business Days after the date of the Mandatory Tender Notice)
<ul style="list-style-type: none"> • A change in the Reset Rate Method to the Term Reset Rate Method⁽²⁾ <i>or</i> • The beginning of a new term if the Term Reset Rate Method was previously and will continue to be in effect⁽²⁾ 	Freddie Mac sends notice to: <ul style="list-style-type: none"> • Remarketing Agent at least nine Business Days prior to the Term Reset Date and not later than one Business Day after it consents to the change in Reset Rate Method • Holders not later than one Business Day after it consents to the change in the Reset Rate Method 	The Term Effective Date specified in the notice to Holders
A change in the Reset Rate Method to the Weekly or Monthly Reset Rate Method ⁽²⁾	Freddie Mac sends notice to: <ul style="list-style-type: none"> • Remarketing Agent not later than two Business Days after it consents to the change in Reset Rate Method • Holders at least eight Business Days prior to the Reset Rate Method Change Date 	The Reset Rate Method Change Date

- (1) Events of default under the Reimbursement Agreement include the following events:
- Freddie Mac does not receive amounts due under the Reimbursement Agreement.
 - The Sponsor fails to perform its obligations under the Reimbursement Agreement or other agreements related to this Series.
 - The Sponsor fails to deliver a replacement interest rate hedge when required by the Reimbursement Agreement.
 - The Sponsor breaches certain representations.
- (2) Subject to your Retention Right.

Mandatory Tender Event	Notice Requirements	Mandatory Tender Date
<p>Amendments to the Agreement (“Section 12.01(b) Amendments”)⁽²⁾ relating to:</p> <ul style="list-style-type: none"> distributions and payments from the Distribution Account determination of the Reset Rate the Tender Option or Tender Option Termination Events the provisions regarding amendments to those sections 	<p>A Business Day that is at least 20 calendar days prior to the effective date of the amendment</p>	<p>The effective date of the amendment</p>
<p>A Special Adjustment Event occurs when:</p> <ul style="list-style-type: none"> Freddie Mac receives principal on Class B Certificates of another Series that are owned by the Sponsor of this Series⁽³⁾ A multifamily affordable housing property securing the related Assets does not satisfy conditions specified in the related agreements by a date specified in the related agreements⁽⁴⁾ 	<p>Freddie Mac sends a Special Adjustment Event Notice to the Remarketing Agent.</p> <p>Freddie Mac sends Holders a Mandatory Tender Notice by 5:00 p.m. on the second Business Day after the date of the Special Adjustment Event Notice.</p>	<p>The date specified by Freddie Mac in the Mandatory Tender Notice (must be between 5 and 10 Business Days after the date of the Mandatory Tender Notice)</p>
<p>At Freddie Mac’s option, when the outstanding balance of the Class A Certificates is less than 5% of the balance of the Assets as of the Closing Date for that Series (a “Clean-Up Event”)</p>	<p>Upon occurrence of a Clean-Up Event, Freddie Mac sends a Clean-Up Notice to the Remarketing Agent.</p> <p>Freddie Mac sends Holders Mandatory Tender Notice by 5:00 p.m. on the second Business Day after the date of the Clean-Up Notice.</p>	<p>The date specified by Freddie Mac in the Mandatory Tender Notice (must be between 5 and 10 Business Days after the date of the Mandatory Tender Notice)</p>
<p>If Partnership Factors apply, the occurrence of certain events of bankruptcy, insolvency or similar proceedings involving the Sponsor (each, a “Sponsor Act of Bankruptcy”)</p>	<p>Freddie Mac sends notice to:</p> <ul style="list-style-type: none"> Remarketing Agent upon obtaining knowledge of the Sponsor Act of Bankruptcy Holders by no later than one Business Day after sending notice to the Remarketing Agent 	<p>The fifth Business Day after notice is given to Holders</p>
<p>A Successor Sponsor is appointed by the Sponsor (with Freddie Mac’s consent)⁽²⁾</p>	<p>Sponsor sends notice (and Freddie Mac’s consent) to the Administrator. Freddie Mac sends notice to the Holders.</p>	<p>The date specified in the notice (at least 10 Business Days prior to the date the appointment becomes effective)</p>

(2) Subject to your Retention Right.

(3) The amount of Class A Certificates subject to Mandatory Tender upon the occurrence of this Special Adjustment Event will equal the amount of principal received by Freddie Mac as Pledge Custodian as of the tenth Business Day of the month (rounded down to the nearest \$5,000 increment) which Freddie Mac directs to be used for this purpose.

(4) The amount of Class A Certificates subject to Mandatory Tender upon occurrence of this Special Adjustment Event will equal the amount needed to satisfy the applicable provision of the Reimbursement Agreement.

Holders of Affected Certificates and Pledged Class A Certificates have no right to tender Affected Certificates or Pledged Class A Certificates for purchase upon the occurrence of a Mandatory Tender Event.

Notice of Mandatory Tender

If a Mandatory Tender Event occurs, Freddie Mac will provide notice to the Remarketing Agent and the Holders as described in the table above. The Mandatory Tender Notice will include each of the following:

- The Mandatory Tender Date.
- A brief statement specifying the applicable Mandatory Tender Event.
- Directions for surrendering tendered Certificates for payment.
- A statement that the Purchase Price payable to the Holders of Class A Certificates tendered pursuant to the Mandatory Tender will be payable on the Mandatory Tender Date, and that interest payable with respect to such Class A Certificates will cease to accrue from and after such Mandatory Tender Date.
- In connection with a Mandatory Tender Event related to Liquidity Provider Termination Event, a Sponsor Event of Bankruptcy or a Clean-Up Event, a statement that Hypothetical Gain Share, if any, will be paid to the Holders of Class A Certificates based upon a valuation of the Assets and a statement that Freddie Mac's responsibilities under the Series Certificate Agreement will terminate.
- If applicable, a statement that Holders of Class A Certificates will have the right to elect to retain such Certificates by delivering a Retention Notice to Freddie Mac as described in *The Certificates—Mandatory Tender—Right to Retain*.
- A statement that even if the Holder of Class A Certificates fails to surrender its Class A Certificates on the Mandatory Tender Date, the Tender Option with respect to such Certificates will terminate on the Mandatory Tender Date, and any Class A Certificates not surrendered on the Mandatory Tender Date will, for all purposes of the Series Certificate Agreement, be deemed to have been surrendered unless the Holder has delivered a conforming Retention Notice.
- A statement that, notwithstanding such Mandatory Tender Notice, Holders of affected Class A Certificates will continue to have the right to exercise the Tender Option in accordance with the terms and provisions of the Series Certificate Agreement; *provided, that*, if the Series is terminated as a result of such Mandatory Tender Event, the Tender Option will terminate at the last applicable time and date on which an Exercise Notice may be given by or on behalf of such Holder in accordance with the terms and provisions of the Series Certificate Agreement.

Freddie Mac will give the Remarketing Agent and DTC a Tender Advice by telecopy, facsimile transmission, electronic mail or similar electronic means of communication by not later than 10:00 a.m. on the second Business Day prior to any Mandatory Tender Date. The Tender Advice will include each of the following:

- The applicable Mandatory Tender Date.
- The aggregate outstanding balance of Class A Certificates subject to Mandatory Tender.

- The Authorized Denominations of Class A Certificates with respect to which conforming Retention Notices have been received by Freddie Mac, if applicable.

Right to Retain

You will have the Retention Right to decline a Mandatory Tender in connection with the following Mandatory Tender Events:

- a Term Effective Date (that is not a Reset Rate Method Change Date).
- a change (but not a continuation) in the Reset Rate Method from a Weekly Reset Rate Method or Monthly Reset Rate Method to a Monthly Reset Rate Method or a Term Reset Rate Method.
- a change (but not a continuation) in the Reset Rate Method from a Term Reset Rate Method or a Monthly Reset Rate Method to a Weekly Reset Rate Method or Monthly Reset Rate Method.
- a Section 12.01(b) Amendment.
- a Successor Sponsor is appointed by the Sponsor.

To exercise a Retention Right, a Holder must deliver a Notice (a **“Retention Notice”**) to the Administrator by 12:00 noon on the third Business Day before the related Mandatory Tender Date. The Retention Notice must state the following information:

- The applicable Mandatory Tender Date.
- The outstanding balance of Class A Certificates subject to Mandatory Tender.
- The outstanding balance of Class A Certificates the Holder elects to retain.

Upon the receipt by the Administrator of a Retention Notice, the related Class A Certificates will no longer be subject to the applicable Mandatory Tender. If you exercise the Retention Right your Class A Certificates will not be purchased and you will not receive the Purchase Price.

The Administrator will provide a copy of each Retention Notice to the Remarketing Agent by Electronic Notice, promptly confirmed in writing by mail, not later than the Business Day following the Business Day on which it receives such notice.

Effects of Mandatory Tender

Remarketing

The Remarketing Agent will remarket Class A Certificates tendered pursuant to the following Mandatory Tender Events:

- a Term Effective Date (that is not a Reset Rate Method Change Date).
- a change (but not a continuation) in the Reset Rate Method from a Weekly Reset Rate Method or Monthly Reset Rate Method to a Monthly Reset Rate Method or a Term Reset Rate Method.
- a change (but not a continuation) in the Reset Rate Method from a Term Reset Rate Method or a Monthly Reset Rate Method to a Weekly Reset Rate Method or Monthly Reset Rate Method.

- a Section 12.01(b) Amendment.
- a Successor Sponsor is appointed.

Termination

A Series will terminate upon the occurrence of the following Mandatory Tender Events:

- Liquidity Provider Termination Event.
- Clean-Up Event.
- Sponsor Act of Bankruptcy (if Partnership Factors apply).

See *The Agreement—Termination*.

RELEASE EVENT

General

Freddie Mac has the right to redeem all or a portion of the Class A Certificates if a Release Event occurs.

Freddie Mac will redeem Class A Certificates in an amount equal to the outstanding balance of the affected Bonds or Mortgage Loan, as applicable, on the next Payment Date which occurs at least five Business Days after the date of the Release Event. In addition, Freddie Mac will pay interest on such Class A Certificates through the end of the month preceding such Payment Date, together with Hypothetical Gain Share calculated as described in *Appendix I*.

The redemption related to a Release Event will reduce the outstanding balance of Class A Certificates.

Sponsor Funded

The Sponsor has the option to fund the Release Purchase Price and have the affected Assets released to it. If the Sponsor makes a principal payment in connection with a Release Event, the Supplement will describe the portion of such principal payment that will be applied to redeem Class A Certificates.

Freddie Mac Funded

If Freddie Mac makes a principal payment in connection with a Release Event, the amount of such principal payment to be paid to the Holders of Class A Certificates will be calculated as follows:

Amount to be paid = $X + Y$

where $X = (60\%)(A + B)$ minus B

and $Y = A$ minus $(X + C$ minus $D + E)$ (*But Y will never be less than \$0*)

and where:

A = the principal amount paid by Freddie Mac related to the applicable Bonds or Mortgage Loans subject to a Release Event during the collection period related to that Payment Date

- B = the outstanding principal amount of tax-exempt bonds that financed the same Project as the applicable Bonds
- C = the Current Class B Certificate Balance
- D = the Minimum Sponsor Interest (\$5,000 where Partnership Factors have not been elected)
- E = prior distributions of principal other than to Holders of Class A Certificates (including Pledged Class A Certificates) or Holders of Class B Certificates to pay fees of Freddie Mac, the Remarketing Agent or Servicer (to the extent not otherwise paid)

This amount will be paid pro rata to Freddie Mac as the Holder of Pledged Class A Certificates and to the other Holders of Class A Certificates.

OPTIONAL DISPOSITION

Holders who have held Class A Certificates for at least one year have the Optional Disposition Right to tender any of those Class A Certificates for purchase.

The Optional Disposition Right may be exercised beginning on the date specified in the Supplement and on every Payment Date thereafter (“**Optional Disposition Date**”) by any Holder of Class A Certificates (except Affected Certificates and Pledged Class A Certificates). However, Optional Disposition is not available unless the Hypothetical Gain Share is greater than zero.

To exercise the Optional Disposition Right a Holder must submit a written notice to the Registrar at least five Business Days before the related Optional Disposition Date. The notice must state each of the following:

- the identity of the Holder.
- that the Holder is the registered owner of a specified amount of Class A Certificates.
- that the Holder is exercising its right to tender such Class A Certificates in exchange for the Optional Disposition Price.

Freddie Mac will notify the Remarketing Agent within one Business Day after it receives an optional disposition notice. Unless otherwise directed by Freddie Mac, the Remarketing Agent will attempt to remarket Class A Certificates subject to the Optional Disposition Right for settlement on the related Optional Disposition Date.

On the Optional Disposition Date:

- Holders who have exercised the Optional Disposition Right will surrender the Tendered Class A Certificates to Freddie Mac. However, if the Hypothetical Gain Share on an Optional Disposition Date is not greater than zero, that Optional Disposition Date will be cancelled and any Class A Certificates delivered to Freddie Mac for Optional Disposition will be returned to the Holders thereof.
- Freddie Mac will pay the Optional Disposition Price equal to the outstanding balance of such Class A Certificates *plus* any accrued and unpaid interest through the day before the Optional Disposition Date *plus*, from the sources described below, any Hypothetical

Gain Share received for any Class A Certificates tendered pursuant to the Optional Disposition Right.

Any Holder of Class A Certificates may request a valuation of the Assets from the Remarketing Agent on any Business Day not earlier than ten Business Days before an Optional Disposition Date. The Remarketing Agent will then determine such valuation for such Business Day in the manner specified in the definition of “Hypothetical Gain Share” in *Appendix I*. Such valuation will be provided solely for informational purposes and will not be binding.

For each Optional Disposition Date, Freddie Mac will calculate the Hypothetical Gain Share for that Optional Disposition Date and pay the Hypothetical Gain Share, if any, from (i) first, amounts provided to Freddie Mac by the Holders of Class B Certificates, at their election after inquiry by Freddie Mac and (ii) second, sales of Assets selected by Freddie Mac, but only to the extent necessary to pay such Hypothetical Gain Share (subject to applicable Authorized Denomination provisions). Freddie Mac will not pay Hypothetical Gain Share in an aggregate principal amount exceeding the outstanding balance of the Class A Certificates for which the Optional Disposition Right has been exercised; provided, that to the extent any such Class A Certificates are remarketed, the outstanding balance of such Class A Certificates will be adjusted, if necessary, downward by the aggregate principal amount of Assets sold, such that the outstanding balance of Class A Certificates and Class B Certificates does not exceed the outstanding balance of related Assets.

GUARANTEES

We guarantee to each Holder of Class A Certificates until the Series terminates:

- The timely payment of interest at the applicable Reset Rate as described under *The Certificates — Payments — Interest*.
- The timely payment of scheduled principal as described under *The Certificates — Payments — Principal*, including payment in full by the applicable Final Payment Date.
- The timely payment of amounts due (other than Redemption Premium) upon the occurrence of any Release Event as described under *The Certificates — Release Event*.
- The payment of any Bankruptcy Coverage Payments as defined in *Appendix I*.

We do not guarantee the payment of any Redemption Premium or Hypothetical Gain Share.

FORM, HOLDERS AND PAYMENT PROCEDURES

Form of Certificates

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. Class A Certificates are registered in the name of DTC or its nominee. Therefore, DTC or its nominee is the holder of Class A Certificates held on the DTC System.

CUSIP Number

Each class of Certificates for each Series will carry a unique nine-character designation, known as a “**CUSIP Number**,” used to identify that class.

Denominations

Class A Certificates are issued, held, transferred and tendered in minimum original principal balances of \$100,000 and additional increments of \$5,000.

Holders of Class A Certificates

A Holder of a Class A Certificate is not necessarily its beneficial owner. Beneficial owners ordinarily will hold Class A Certificates through one or more financial intermediaries, such as banks, brokerage firms and securities clearing organizations. Your ownership of Class A Certificates 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 A Certificate 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 Class A 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 will not have a direct obligation to a beneficial owner of a Class A Certificate that is not also the Holder. DTC will act only upon the instructions of the applicable DTC Participant in recording transfers of Class A Certificates.

Freddie Mac, the Registrar and DTC may treat the Holder as the absolute owner of a Class A 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 Class A Certificates may be exercised only through the Holder.

Payment Procedures

We make payments on Class A Certificates held on the DTC System in immediately available funds to DTC. DTC is responsible for crediting the payment to the accounts of the appropriate DTC Participants in accordance with its normal procedures. Each Holder and each other financial intermediary will be responsible for remitting payments to the beneficial owners of Class A Certificates that it represents.

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

PREPAYMENT, YIELD AND SUITABILITY CONSIDERATIONS

PREPAYMENTS

The rates of principal payments on the Class A Certificates will depend on the rates of principal payments on the underlying Bonds and Mortgage Loans and the occurrence of Release Events. Principal payments may be in the form of scheduled amortization or partial or full prepayments. Prepayments include:

- Prepayments by the borrower and resulting optional redemptions of the related Bonds.
- Bond redemptions resulting from default, casualty or condemnation.

- Payments we make under our guarantee of principal in connection with a Release Event.
- Other redemptions of the Bonds, including redemptions arising from failure of the property related to the Bonds to achieve occupancy targets.

Unless otherwise specified in the applicable Supplement, the Mortgages may be voluntarily prepaid in whole or in part at any time, subject to any applicable prepayment premiums or lockout periods. If the mortgages underlying the Bonds are voluntarily prepaid, the related Bonds will be redeemed in the amount of the prepayment.

Mortgage prepayment rates may fluctuate significantly over time. Prepayment rates are influenced by many factors, which may exist in multiple combinations, including:

- The age, principal amount, geographic distribution and payment terms of the Mortgages.
- The remaining depreciable lives of the underlying properties.
- The physical condition of the underlying properties (including the presence of any hazardous substances or other environmental problems).
- Any applicable tax laws (including depreciation benefits) in effect from time to time.
- Characteristics of the borrowers (such as credit status and management ability) and their equity positions in the underlying properties.
- Changes in local industry and population migration and relocation as they affect the supply and demand for rental units and rent levels.
- Prevailing rent levels (as may be limited by any applicable rent control or stabilization laws) affecting cash flows from the underlying properties.
- Levels of current mortgage interest rates and borrower refinancing activities.
- Activity of lenders in soliciting refinancing, including refinancing without significant transaction costs by the borrower.
- Attractiveness of other investment alternatives.
- The existence of prepayment premiums or lockout provisions.
- Certain state laws limiting the enforceability of lockout periods and the collection of prepayment premiums.

The characteristics of particular Mortgages may also influence their prepayment rates. Also, different types of Mortgages may be affected differently by the same factor, and some factors may affect prepayment behavior on only some types of Mortgages.

The rate of defaults of the Mortgages will also affect the prepayment behavior of the related Series. Defaults may increase during periods of declining property values or as a result of other factors that decrease borrowers' equity. In addition, mortgage servicing decisions, including seeking alternatives to foreclosure, may impact the prepayment behavior of particular Assets.

The factors affecting the prepayment behavior of the Mortgages differ in certain respects from those affecting the prepayment behavior of single family mortgages. A borrower typically views

multifamily properties solely as an investment and, therefore, economic rather than personal considerations primarily will affect the prepayment behavior of the Mortgages. Also, individual Mortgage amounts often are large and one Mortgage is likely to comprise a larger portion of the assets of a Series than would be the case with a pool of single family mortgages. Therefore, principal prepayments may significantly affect the yield on the Class A Certificates if you purchased your certificates at a premium or discount. Similarly, the prepayment behavior of a Series containing only one or a small number of Mortgages is likely to be more volatile than the prepayment behavior of a Series backed by a large number of Mortgages, because a prepayment on a single Mortgage may result in the payment to Holders of a substantial portion of the principal amount of a Series. We cannot make any representation regarding the likely prepayment experience of the Mortgages underlying any Class A Certificate or the particular effect that any factor may have on Mortgage prepayment behavior. For example, although we may expect Mortgages with higher prepayment premiums to prepay less frequently than Mortgages with lower or no prepayment premiums, prepayment premium provisions may or may not effectively deter prepayments. Similarly, lockout provisions may or may not prevent prepayments.

YIELDS

General

In general, your yield on any Class A Certificates will depend on several variables, including:

- The price you paid for the Class A Certificates.
- The interest rate on your Class A Certificates.
- The rate of principal prepayments on the underlying Mortgages.
- The payment delay of your Class A Certificates.

Payment Delay

The effective yield on any Class A Certificates will be less than the yield that its Reset Rate and purchase price would otherwise produce, because the interest payable on the Class A Certificates will accrue during its Accrual Period, which will end approximately 15 days before each Payment Date.

SUITABILITY

Class A Certificates may not be suitable investments for you. You should consider the following before you invest in Class A Certificates.

- Class A Certificates are not appropriate investments if you require a single lump sum payment on a date other than a Purchase Date.
- Class A Certificates are complex securities. Before investing in Class A Certificates, 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, the potential loss of the Tender Option upon a Tender Option Termination Event, 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 Class A Certificates that may result from your particular circumstances, nor does it project how Class A Certificates will perform under all possible interest rate and economic scenarios. You should purchase Class A Certificates only if you understand and can bear the potential loss of the Tender Option upon a Tender Option Termination Event and the prepayment, yield, liquidity and market risks associated with your investment under a variety of interest rate and economic scenarios. If you purchase Class A Certificates, you need to have enough financial resources to bear all the risks related to your Class A Certificates.

THE AGREEMENT

GENERAL

We create Certificates under the Freddie Mac Multifamily Variable Rate Certificates Standard Terms dated the same date as this Offering Circular (the “**Standard Terms**”). We prepare a “**Series Certificate Agreement**” for each Series of Certificates. For any particular offering, the Standard Terms and the applicable Series Certificate Agreement together constitute the “**Agreement.**”

Freddie Mac will administer each Series in accordance with the terms of the Agreement. If Freddie Mac is no longer the Administrator of a Series, the obligations of Freddie Mac as administrator and notices to Freddie Mac described in this Offering Circular will be obligations of and notices to the successor administrator, respectively.

Adjustment of Class B Certificate Balances

Decrease in Class B Certificates

Holders of Class B Certificates will have the right to convert a specified balance of Class B Certificates that they hold to an equivalent balance of Class A Certificates if:

- Freddie Mac consents.

and

- Either:

- The proposed conversion date is a Reset Date for the applicable Reset Rate Method.

or

- Written consent of 100% of the Holders of Class A Certificates has been obtained.

If the Sponsor is the directing Holder alone, the outstanding balance of Class B Certificates to be converted may be equal to or less than the outstanding balance that it holds, subject to maintaining a minimum outstanding balance of Class B Certificates of \$5,000. If all Holders of Class B Certificates make such direction, the outstanding balance of Class B Certificates to be converted for each such Holder will be proportional to the outstanding balance of each Holder's Class B Certificates prior to conversion, subject to the Sponsor's maintaining a minimum outstanding balance of Class B Certificates of \$5,000.

To convert Class B Certificates under this provision, Holders of Class B Certificates will deliver the following items to Freddie Mac at least 15 Business Days prior to the date on which such conversion is to occur:

- a written request to increase the outstanding balance of such Class A Certificates.
- the written consent of Freddie Mac.
- an equivalent outstanding balance of Class B Certificates on the date of the conversion.

Freddie Mac will promptly notify DTC of the resulting reduction in the aggregate outstanding balance of Class B Certificates and the corresponding increase in the aggregate outstanding balance of Class A Certificates and the Liquidation Commitment.

Advances and Advance Charges

Bonds may pay either on a monthly or semi-annual basis. As Administrator, Freddie Mac may make Administrator Advances to provide a regular flow of payments to Holders on each monthly Payment Date if Bonds make semi-annual payments as described below.

Freddie Mac to Make Administrator Advances

Freddie Mac may, but need not, make Advances to Holders of Class A Certificates on a Payment Date in an amount up to the Required Class A Certificate Interest Distribution Amount for the prior Accrual Period. The decision by Freddie Mac to make an Administrator Advance of any amount will be made in the sole discretion of Freddie Mac and no decision to make an Administrator Advance will impose any obligation to make an Administrator Advance of any further amount. On each occasion when Freddie Mac determines to make an Administrator Advance, Freddie Mac will notify the Remarketing Agent of such determination prior to 12:00 noon, on the Business Day prior to such Payment Date.

Repayment of Administrator Advances

Freddie Mac will be entitled to reimburse itself for Administrator Advances from amounts deposited in the Distribution Account or from proceeds of the sale of Assets.

Administrator Advance Charge

Freddie Mac will be entitled to receive a fee equal to the Accrued Advance Charges, computed on the amount of outstanding Administrator Advances on each day multiplied by the prime rate of interest in effect on such date, divided by 365. Prime rate will equal the prime or base lending rate of major banks as published in *The Wall Street Journal*.

Payment of Administrator Advance Charge

Administrator Advance Charges will be paid from Available Funds derived from interest payments on Assets or funds in the Holdback subaccount before payments to Class A Holders on each Payment Date, to the extent available, and as elsewhere provided in the Series Certificate Agreement upon the withdrawal, sale or redemption of Assets.

Each Holder of Certificates, by its purchase thereof, authorizes Freddie Mac to deduct from payments on the Assets any unreimbursed Administrator Advances and any unpaid Administrator Advance Charges, and accrued fees and reimbursements due to Freddie Mac, the Remarketing Agent and the Servicer.

If Freddie Mac determines not to make Administrator Advances for any reason, interest distributions on the Class A Certificates will be made on each Payment Date in the manner described in *The Certificates — Payments — Interest*. After the payment of Administrator Fees and Administrator Advance Charges, all amounts in the Distribution Account related to interest or holdback requirements will be paid immediately to Holders of Class A Certificates on each Payment Date. Interest on the Class A Certificates will continue to accrue at the Reset Rate in effect for each Accrual Period without an increase in the accrual rate for any delay in payment.

Payment of Expenses

Freddie Mac will be paid certain fees related to each Series. The Sponsor will pay Freddie Mac an issuance fee on the Closing Date of each Series. The Sponsor will pay the following expenses:

- (i) to Freddie Mac the Administrator Fee (to the extent not paid from funds received by the Series Pool),
- (ii) to the Remarketing Agent the Remarketing Agent Fee (to the extent not paid from funds received by the Series Pool),
- (iii) to the Initial Purchaser any amounts owed to the Initial Purchaser pursuant to the Certificate Purchase Agreement in connection with issuing and selling the Class A Certificates and in connection with preparing all related offering documents;
- (iv) except as otherwise expressly provided in the Series Certificate Agreement, to Freddie Mac all reasonable out-of-pocket expenses, disbursements and advances made by it in accordance with any provision of the Series Certificate Agreement (including the reasonable compensation, expenses and disbursements of its respective agents and counsel), except any such expense, disbursement or advance as may be attributable to its gross negligence, bad faith, fraud or willful misconduct;
- (v) any penalties, and interest on penalties, imposed on the Series relating to a Section 761 Election as set forth in Section 11.08 of the Agreement; and
- (vi) any amounts required to be paid by it pursuant to the Agreement, the Remarketing Agreement, the Reimbursement Agreement, the Certificates and the Certificate Purchase Agreement.

Resignation or Removal of the Remarketing Agent

The Remarketing Agent may resign upon giving of 30 days' written notice to the Holders of Class B Certificates and Freddie Mac. If the Remarketing Agent duly notifies the Class B Certificate Holders and Freddie Mac, it will be discharged from its duties under the Series Certificate Agreement. Upon receiving such notice of resignation, Freddie Mac will promptly appoint a successor Remarketing Agent.

The Remarketing Agent may be removed without cause on ten days' written notice at the written request of Freddie Mac. Upon any such removal of the Remarketing Agent, Freddie Mac will promptly appoint a successor Remarketing Agent.

Any removal or resignation of the Remarketing Agent and any appointment of a successor Remarketing Agent will not become effective until the successor Remarketing Agent accepts its appointment in form acceptable to Freddie Mac.

VARIOUS MATTERS REGARDING FREDDIE MAC

Freddie Mac 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.

In addition, Freddie Mac need not appear in any legal action that we believe may result in any expense or liability for which repayment of such expenses or indemnity for such liability is not adequately assured. However, Freddie Mac may undertake any legal action that we believe is necessary or desirable in the interests of the Holders.

Freddie Mac may acquire all or part of the Certificates of any Series of Class A Certificates. The Certificates we hold will be treated the same as Certificates of the same Class held by other Holders.

The Agreement will be binding upon any successor to Freddie Mac.

EVENTS OF DEFAULT

Events of Default under the Agreement are:

- Any failure by the Administrator to pay the applicable Certificate Payment Amount, and such failure continues for three Business Days.
- Any failure by Freddie Mac to pay amounts required pursuant to the Credit Enhancement or Liquidity Facility, and such failure continues for three Business Days.
- Any failure by Freddie Mac (or the Administrator, if different than Freddie Mac) to perform any other obligation under the Agreement, if the failure lasts for 60 days after Freddie Mac receives notice from the Holders of at least 60% of the outstanding principal amount of affected Class A Certificates or Class B Certificates, as applicable.

RIGHTS UPON EVENT OF DEFAULT

If an Event of Default under the Agreement is not remedied, the Holders of a majority of the outstanding balance of any affected Class of Certificates may remove Freddie Mac as Administrator and nominate a successor to Freddie Mac as Administrator, except as to its guarantee obligations and its obligation to pay the Purchase Price. That nominee will replace Freddie Mac 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 to Freddie Mac except as to its guarantee obligations and the obligation to pay the Purchase Price.

Holders of a majority of the outstanding principal amount of any affected Class of Certificates may waive any Event of Default under the Agreement. When any Event of Default under the Agreement is waived, the Event of Default will cease to exist and be deemed cured and not to have occurred for every purpose of the Agreement, but a waiver of an Event of Default will not extend to any subsequent or other Event of Default.

VOTING UNDER ANY UNDERLYING AGREEMENT

Holders of Bonds have various rights under the agreements governing the Bonds. We will hold the Bonds that back Class A Certificates. In our role as provider of the Credit Enhancement and the

Liquidity Facility we are appointed as the **“Bondholder Representative.”** If any action, consent or direction from the owners of a Bond is required as provided in the related Bond Documents, the Administrator will solicit our proxy for such vote, consent or direction and the Administrator will vote, consent or otherwise make direction solely in accordance with the written direction of us as the Bondholder Representative.

Holders of Bonds also have the right to consent to amendments to their governing agreements. The Agreement provides that, as the Bondholder Representative, we may consent to such an amendment.

AMENDMENT

12.01(b) Amendment

Section 12.01(b) Amendments are amendments that relate to:

- changes affecting distributions and payments from the Distribution Account;
- changes to the method of determining the Reset Rate or the Reset Rate Method;
- changes related to the Tender Option or Tender Option Termination Events; or
- the provisions regarding amendments to those sections and Section 12.01(b) of the Standard Terms.

A Section 12.01(b) Amendment constitutes a Mandatory Tender Event which is subject to the Retention Right.

Freddie Mac may effect a Section 12.01(b) Amendment upon receiving consent of the Holders of Class A Certificates, which consent is to be evidenced by executing a Retention Notice. Holders of Class A Certificates that do not execute a Retention Notice will have their Certificates subject to Mandatory Tender.

Other Amendments

Freddie Mac also may amend the Agreement in any other way upon receipt of the following:

- Consent of the Sponsor and Holders of 51% of the outstanding Current Certificate Balance of Class B Certificates.
- An opinion of Tax Counsel satisfactory to Freddie Mac and the Sponsor to the effect that the amendment does not adversely affect any of the prior opinions relating to federal income taxation pertaining to the Certificates.
- Each applicable Rating Agency confirms its rating on the Class A Certificates.

Amendment Procedures

Freddie Mac will provide notice of any proposed amendment of the Agreement to Holders at least twenty days prior to the effective date of the amendment. In the case of an amendment that is not a Section 12.01(b) Amendment, if the Reset Rate is a Monthly Reset Rate and the next Purchase Date or Mandatory Tender Date will occur either (i) after the proposed effective date of such amendment or (ii) before the date which is ten Business Days after the Registered Holders receive notice of such amendment, then Holders of Class A Certificates will be permitted to treat

the Business Day preceding the proposed effective date of such amendment as a Purchase Date for purposes of exercising their Optional Tender. In the case of a Section 12.01(b) Amendment, Holders of Class A Certificates who elect to exercise their Retention Right will be deemed to have consented to the related amendment.

GOVERNING LAW

The 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 Agreement or any transaction under the Agreement, then New York law will be deemed to reflect federal law.

TERMINATION

The obligations of Freddie Mac, the Remarketing Agent and the Sponsor created under the Series Certificate Agreement (other than the obligations noted below) will terminate upon the earliest of the following events (each of which is a **“Series Termination Event”**):

- the date on which the outstanding balance of Class A Certificates is reduced to zero (the **“Series Expiration Date”**);
- the Exchange Date on which all Certificates are exchanged for Assets or sales proceeds in connection with a Tender Option Termination Event or a Liquidity Failure;
- the Mandatory Tender Date relating to a Mandatory Tender Event arising in connection with a Liquidity Provider Termination Event, a Clean-Up Event, or, if applicable, following a Sponsor Act of Bankruptcy; or
- the date on which the Optional Disposition Right has been exercised with respect to the last Class A Certificate (unless such Class A Certificate has been remarketed).

A Series Termination Event does not terminate the following obligations of Freddie Mac, the Remarketing Agent and the Sponsor:

- The obligation of the Sponsor to make certain payments of expenses.
- If Partnership Factors Apply, the Sponsor’s liabilities for certain obligations under the Series Certificate Agreement to the extent not otherwise satisfied.
- Bankruptcy Coverage Payments and payments due upon the termination of such Series.

Termination Procedures

General

If a Series is terminated upon the occurrence of any of the following:

- a Tender Option Termination Event;
- a Liquidity Failure;
- a Terminating Mandatory Tender Date; or
- the Optional Disposition Right has been exercised with respect to the last Class A Certificate

the Series will be terminated by distributing

- the amounts, if any, on deposit in the Asset Payment Subaccount – Interest and/or the Asset Payment Subaccount — Principal to the related Holders, based on their respective outstanding balances and in accordance with their Capital Account Balances.
- the amount in the Asset Payment Subaccount – Holdback to the Holders of Class B Certificates.

So long as the Sponsor maintains the Minimum Sponsor Interest and a Series Termination Event has not occurred, the Series will continue in full force and effect.

Series Expiration Date

If a Series is to be terminated on a Series Expiration Date, prior to the Series Expiration Date and the final distribution of a Series of Class A Certificates, Freddie Mac will notify the Holders of the pending termination of the Series and of the responsibilities of Freddie Mac, the Remarketing Agent and the Sponsor under the Series Certificate Agreement. This notice will specify:

- the expected final Payment Date.
- the expected principal amount of such final payment.
- the Record Date for such payment (and that the regular Record Date will not apply to the final distribution).
- instructions for presentation and surrender of such Holders Class A Certificates for cancellation.

Liquidity Failure or a Tender Option Termination Event

If a Series is terminated upon a Liquidity Failure or a Tender Option Termination Event, Freddie Mac will terminate the Series as follows:

- Freddie Mac will provide written notice to the Holders of the pending termination of the responsibilities of Freddie Mac, the Remarketing Agent and the Sponsor under the Series Certificate Agreement.
- On the Business Day immediately preceding such Exchange Date, Freddie Mac will solicit at least three commitments to purchase the Assets from Persons (other than the Remarketing Agent, Freddie Mac or a Holder of Class B Certificates of that Series (and affiliates of each such party)) which customarily provide such bids, including but not limited to investment dealers and brokers that customarily deal in municipal bonds and mortgage loans.
- If the Bonds or Mortgage Loans, as applicable, can be sold for a price (the “**Required Exchange Price**”) that is at least equal to the sum of (a) accrued and unpaid expenses of the Series (including any Administrator Fee, Freddie Mac Fee, Administrator Advance, Daily Administrator Advance Charges, Servicing Fee and Remarketing Agent Fee), (b) the outstanding balance of the Class A Certificates plus the accrued but unpaid interest thereon and (c) the outstanding balance of the Class B Certificates the Series will be liquidated as follows:

- On the Exchange Date Freddie Mac will sell the Bonds or Mortgage Loans, as applicable, to the party that has offered the highest price for the Bonds or Mortgage Loans, as applicable, by the close of business on the Business Day preceding the Exchange Date; provided, however, that Remarketing Agent, Freddie Mac or a Holder of Class B Certificates of that Series (and affiliates of each such party) may purchase the Bonds or Mortgage Loans, as applicable, at a price equal to the highest bid, with priority given, first, to Holders of Class B Certificates, and second, to Freddie Mac.
- Freddie Mac will distribute the liquidation proceeds from the sale of Bonds or Mortgage Loans, as applicable, in the following order of priority:
 1. To pay any accrued and unpaid expenses of the Series (including, but not limited to any Administrator Fee, Credit Facility Fee, Advance, Advance Charges, Liquidity Facility Fee and Remarketing Agent Fee).
 2. To the Holders of Class A Certificates an amount equal to the outstanding balance of their Class A Certificates plus the accrued but unpaid interest thereon.
 3. To the Holders of Class B Certificates an amount equal to the outstanding balance of their Class B Certificates.
 4. To the Holders of Class A Certificates the amount of each such Holder's liquidating distribution with respect to the remaining portion of their Capital Account Balance as determined by Freddie Mac in accordance with Section 11.02 of the Standard Terms (generally equal to Gain Share as calculated pursuant to the Series Certificate Agreement).
 5. To the Holders of Class B Certificates the amount of each such Holder's liquidating distribution with respect to the remaining portion of their Capital Account Balance (after taking into account the payment of the outstanding balance made pursuant to step 3) including Gain Share and Market Discount Share.
- If the Bonds or Mortgage Loans, as applicable, cannot be sold for a price that is at least equal to the Required Exchange Price, the Series will be liquidated as follows on the Exchange Date:
 - Freddie Mac will sell a principal amount of each Bond or Mortgage Loan, as applicable, equal to the portion of the outstanding balance of that Bond or Mortgage Loan, as applicable, necessary to generate proceeds sufficient to pay any accrued and unpaid expenses of the Series (including, but not limited to any Administrator Fee, Credit Facility Fee, Advances, Advance Charges, Liquidity Facility Fee and Remarketing Agent Fee), determined by multiplying the sum of such expenses by the ratio of the Outstanding Asset Balance to the Aggregate Outstanding Asset Balance.
 - Thereafter Freddie Mac will distribute each Bond or Mortgage Loan, as applicable, on a *pari passu* basis, to the Holders of Certificates in accordance with the Holders pro rata ownership interest in the outstanding Certificates.

Upon the completion of these distributions, all Class B Certificates and Class A Certificates will be canceled.

Terminating Mandatory Tender Date

If a Series is terminated on a Terminating Mandatory Tender Date that is related to a Liquidity Provider Termination Event, a Clean-up Event or, if applicable, a Sponsor Act of Bankruptcy, Freddie Mac will liquidate the Series as follows:

- On the second Business Day preceding the Terminating Mandatory Tender Date, Freddie Mac will solicit three bids to purchase the Assets from Persons (other than the Remarketing Agent, Freddie Mac or a Holder of Class B Certificates of that Series (or the affiliates of each of these parties)) which customarily provide such bids.
- On the Terminating Mandatory Tender Date, Freddie Mac will sell the Bonds or Mortgage Loans as applicable, to the extent necessary to pay (i) any accrued and unpaid expenses of the Series (including, but not limited to, Administrator Fee, Credit Facility Fee, Advances, Liquidity Facility Fee, Advance Charges and Remarketing Agent Fee) and (ii) Hypothetical Gain Share, if any, as calculated by Freddie Mac. Funds to pay the Hypothetical Gain Share will come from (i) first, amounts provided by the Holders of Class B Certificates to Freddie Mac on such Terminating Mandatory Tender Date at their election after inquiry by Freddie Mac and (ii) second, from sales proceeds as described in the preceding paragraph.
- The remaining Assets will be distributed to the Pledge Custodian to be held pursuant to the Reimbursement Agreement.

When the distributions required pursuant to the preceding paragraphs have been completed, all Class A Certificates and Class B Certificates will be canceled.

Optional Disposition Date

If a Series is terminated upon exercise of the Optional Disposition Right with regard to the last outstanding Class A Certificates, the termination will be effected as described above under *The Agreement — Optional Disposition*.

Failure to Surrender Certificates for Final Distribution

If a Holder of Class A Certificates fails to tender its Certificates on or prior to the Payment Date on which the Series terminates, any funds not distributed to any Holder of Certificates on such Payment Date will be set aside and credited to the account of the applicable non-tendering Holder. If any such Certificates are not surrendered for cancellation within six months after the time specified in the notice of Series Expiration, Freddie Mac or any Paying Agent will mail a second notice to the remaining non-tendering Holders to surrender their Certificates for cancellation in order to receive the final distribution with respect to their Certificates. If any such Certificates are not surrendered for cancellation within one year after the second notice, Freddie Mac or any Paying Agent will, directly or through an agent, make a reasonable effort to contact the Holders of any Certificates remaining outstanding. Any amounts held as described above will not be invested. The costs and expenses of maintaining the funds and of contacting non-tendering Holders will be paid out of the assets remaining in such funds prior to any distribution to such Holders. If any such

Certificates are not surrendered within two years after the second notice, Freddie Mac or any Paying Agent will thereafter hold such amounts for the benefit of such Holders, subject to any applicable escheat statutes. No interest will accrue or be payable to any Holder on any amount held as a result of the Holder's failure to surrender its Certificates for final payment in accordance with this paragraph.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES

GENERAL

The following discussion is a general summary of certain federal income tax consequences of the purchase, ownership and disposition of Class A Certificates issued as part of a Series. This summary is based on the Code, as well as final, temporary and proposed Regulations, administrative pronouncements of the Internal Revenue Service (the “**Service**”) and judicial decisions, all as in effect on the date hereof, and all of which are subject to change or possible differing interpretation. Legislative, judicial and administrative changes may occur, possibly with retroactive effect, affecting the accuracy of the statements and conclusions set forth herein. No rulings will be sought or obtained from the Service regarding the classification of any Series as a partnership for federal income tax purposes (the “**Partnership**”) or any other federal income tax consequences described herein, and there can be no assurance that the Service will agree with the conclusions expressed herein. This summary is directed solely to Holders that are “U.S. persons,” within the meaning of the Code, that purchase Class A Certificates at their initial issuance and that will hold the Class A Certificates as capital assets (generally, property held for investment). This summary does not purport to address all federal income tax matters that may be relevant to the particular circumstances of Holders, or to Holders that may be subject to special federal income tax rules (including financial institutions, regulated investment companies, broker/dealers and partnerships and other pass-through entities). For purposes of this summary, references to “Holders” are to the beneficial owners of the Class A Certificates.

Prospective investors in Class A Certificates should consult their own tax advisors concerning the tax consequences to them of the purchase, ownership and disposition of Class A Certificates under federal tax law, as well as under the tax law of any relevant state, local or foreign jurisdiction.

TAXATION OF HOLDERS

Classification as a Partnership

With respect to each issuance of Class A Certificates of a Series, Special Tax Counsel will deliver its opinion, as of the Closing Date, to the effect that, for federal income tax purposes, (i) the Series will be classified as a Partnership (rather than an association taxable as a corporation), (ii) such Partnership, even if publicly traded, will not be taxable as a corporation under section 7704 of the Code and (iii) each Holder of Class A Certificates will be treated as a partner in such Partnership. Such opinion will be based on certain representations and assumptions, including the assumption that there will be full compliance with all terms of the related Series Certificate Agreement and other transaction documents, and that all representations or certifications set forth in such documents or provided to Special Tax Counsel are accurate and complete, and will be subject to customary limitations and conditions. In rendering its opinion, Special Tax Counsel will rely upon

its conclusions that (i) applicable Regulations do not require the classification of each Series as an association (taxable as a corporation), (ii) the passive nature of the income from the Bonds and Mortgages will qualify the Series for an exemption from the Code section 7704 rule that publicly traded partnerships are taxable as corporations, and (iii) the Class A Certificates will not be treated as indebtedness of the related Series, Freddie Mac or the Holders of the Class B Certificates.

The opinion of Special Tax Counsel represents only its best legal judgment and, unlike a ruling obtained from the Service, has neither binding effect on the Service nor official status of any kind. There is no authority that addresses facts that are substantially similar to those involved in the issuance of Class A Certificates of a Series, so there can be no assurance that the Service or a court will agree with the opinion of Special Tax Counsel. If, contrary to the opinion of Special Tax Counsel, a Series were classified as an association taxable as a corporation, rather than as a partnership, distributions to Holders generally would be treated as taxable dividends.

Each Holder of Class A Certificates will acknowledge and agree (by its purchase of Class A Certificates) that the related Series will be treated for federal income tax purposes as a Partnership in which such Holder is a partner. No Holder of Class A Certificates or other person is authorized to elect under section 301.7701-3(c) of the Regulations, or under any applicable state or local tax law, to have the related Series classified as an association (taxable as a corporation) for federal, state or local tax purposes. The remainder of this summary assumes that each Series will be treated as a Partnership that is not taxable as a corporation, and that the Class A Certificates will constitute equity interests in such Partnership for federal income tax purposes.

Tax Treatment of Holders

General. As a partner in a Partnership, each Holder of Class A Certificates will be allocated a distributive share of the taxable income, gains, losses, deductions and other tax items of the Series (even if no cash or other property is distributed to the Holder of Class A Certificates), and will be required to take such items into account in determining its own federal income tax liability. The amount of taxable income, gains, losses, deductions and other tax items of the Series allocated to a Holder of Class A Certificates generally will be based upon the terms of the Class A Certificates and the Series. In determining its taxable income, gains, losses, deductions and other tax items, the Series will report on the basis of the calendar year, and will use the accrual method of accounting.

The Bonds and Mortgages held by the Series will generate ordinary income and/or capital gain or loss to the Series. The Series also will incur various expenses, which may be considered “miscellaneous itemized deductions” for a Holder of Class A Certificates that is an individual, estate or trust. Expenses constituting miscellaneous itemized deductions are deductible only to the extent that such amounts exceed 2% of the “adjusted gross income” of the individual, estate or trust.

Holders of Class A Certificates should consult their own tax advisors concerning the potential federal income tax consequences of the Series’ potential investments, income, gains, losses and expenses.

Distributions of Cash. Distributions of cash by a Partnership to a partner generally are not taxable to the partner to the extent that the amount of cash does not exceed the partner’s tax basis in its Partnership interest. (See “Holder’s Tax Basis in Class A Certificates,” below.) Thus, a Holder of Class A Certificates will not be separately taxable on the receipt of a cash distribution from the Series as long as the distribution does not exceed the Holder’s tax basis in the Class A Certificates

(as adjusted to reflect allocations of taxable income, gain, loss, deduction and other tax items of the Series). A Holder of Class A Certificates generally will recognize capital gain in the amount of any distribution that exceeds the tax basis of the Holder in the Class A Certificates.

Holder's Tax Basis in Class A Certificates

A Holder's initial tax basis in Class A Certificates generally will equal the cash paid for such Class A Certificates, increased by such Holder's share of any liabilities of the Series. A Holder's tax basis in Class A Certificates will be increased by (a) the amount of cash and the adjusted tax basis of any property that is subsequently contributed by the Holder, (b) the Holder's distributive share of the Series' taxable income and gain and (c) any increase in the Holder's share of the liabilities of the Series. A Holder's tax basis in Class A Certificates will be decreased (but not below zero) by (a) the amount of any cash or the adjusted tax basis of any assets of the Series that are distributed to the Holder, (b) the Holder's distributive share of the losses and deductions of the Series, (c) the Holder's share of any expenditures of the Series that are neither deductible nor properly chargeable to a capital account, and (d) any decrease in the Holder's share of the liabilities of the Series. The Series is not expected to have any significant liabilities allocable to Holders of Class A Certificates.

Sale of Class A Certificates

If a Holder sells Class A Certificates, gain or loss generally will be recognized by the Holder in an amount equal to the difference between the amount realized on the sale and the Holder's adjusted tax basis in such Class A Certificates. The amount realized will include the actual proceeds of the sale, and the amount of the reduction in the Holder's share of the liabilities of the Series. Any gain or loss generally will be taxable as capital gain or loss, except that the gain will be characterized as ordinary income to the extent attributable to the Holder's allocable share of certain ordinary income assets of the Series. Capital gain of non-corporate Holders is eligible to be taxed at reduced rates where the Class A Certificates have been held for more than one year. The ability of a Holder to deduct capital loss recognized on the sale of Class A Certificates is subject to limitations under the Code.

Passive Activity Income and Loss

Certain taxpayers (including individuals) are subject to "passive activity loss" rules under Section 469 of the Code. Under these rules, losses from a passive activity may not be used to offset income derived from any source other than passive activities. Losses that cannot be currently used under the passive activity loss rules may be carried forward indefinitely until there is passive activity income or a disposition of the interest in the passive activity. Under Treasury regulations, income or loss from the Assets held by the Series generally will not constitute income or loss from a passive activity.

Tax Reporting by the Series

A federal partnership information return will be filed on an annual basis on behalf of the Series, but the Series itself will not be subject to federal income tax as an entity. Each Holder of Class A Certificates will be required to report on such Holder's own federal income tax return (i) the amounts of taxable income, gain, loss, deduction and other tax items of the Series that are allocated to such Holder, even if no cash or other property is distributed to the Holder, and (ii) any gain that

the Holder may be required to recognize in respect of certain distributions in excess of the Holder's tax basis in the Class A Certificates. As a consequence, a Holder's share of the taxable income of the Series (and possibly the federal income tax payable with respect to such income) may exceed the cash or other property actually distributed to such Holder.

The Code generally requires items of Partnership income and deduction to be allocated among the transferors and transferees of an interest in the Partnership, as well as among partners whose interests vary during the year, so as to take into account their varying interests in the Partnership during the year. The pertinent legislative history indicates that allocations made on a reasonable basis, such as pursuant to a monthly convention, will be permitted. Freddie Mac, in its discretion, will adopt procedures on behalf of the Series for purposes of allocating income and deductions in accordance with the varying interests of Holders. It is not certain, however, that the Service will accept the allocation method used.

The Series will furnish annually to each Holder of Class A Certificates a Schedule K-1 (IRS Form 1065) setting forth such Holder's distributive share for the relevant taxable year of the Holder's distributive share of the taxable income, gain, loss, deduction and other tax items of the Series for use in the preparation of the Holder's own federal income tax return. The preparation and filing of each Holder's federal income tax return, however, will be the responsibility of such Holder and not of the Series. Each Holder will be required to report the tax items of the Series in a manner that is consistent with the treatment reported on the federal partnership information return filed for the Series or, if a Holder takes an inconsistent position, to file a statement with its federal income tax return identifying the inconsistency.

Discount and Premium

The purchase price paid by a Series for Bonds or Mortgages, as applicable, may be greater or less than the stated redemption price at maturity of the Assets (or, in the case of Assets issued with original issue discount, the "revised issue price" thereof), in which case the Assets will be considered to have amortizable bond premium or market discount, respectively. The market discount will be considered to be zero if it is less than a statutorily defined de minimis amount, and the Supplement will identify any Assets acquired at a market discount in excess of the applicable de minimis amount. Generally, any gain on the sale, redemption or other disposition of Assets acquired at a market discount will be taxable as ordinary income, instead of capital gain, to the extent of the accrued market discount thereon. Amortizable bond premium on Assets can be amortized over the remaining term of the Assets (or to an earlier call date if it produces greater annual amortization) using a constant yield method; the amortization will reduce the owner's tax basis for the Asset.

Under the related Series Certificate Agreement, any amortizable bond premium and any market discount on the Assets at the time of acquisition by a Series will be allocated, and will economically accrue, entirely to the Class B Certificates, and no market discount or amortizable bond premium will be allocated, or will economically accrue, to the Class A Certificates. Accordingly, an initial Holder of Class A Certificates generally will recognize capital gain or loss, if any, upon the sale, redemption or other disposition of Class A Certificates (or the Assets of the related Series), and neither will be required to recognize a portion of any resulting gain as ordinary income in respect of accrued market discount, nor will be permitted to claim deductions for amortizable bond premium during the period of ownership of the Class A Certificates. Prospective investors should be aware that there are no authorities addressing facts that are substantially similar

to those involved in the issuance of Class A Certificates of a Series, so there can be no absolute assurance that the Service or a court will agree with the conclusions expressed herein. If the Service were to successfully challenge the allocation in the related Series Certificate Agreement of market discount entirely to the Class B Certificates, a Holder of Class A Certificates might recognize ordinary income upon the sale, redemption or other disposition of Assets or, possibly, upon the sale, redemption or other disposition of Class A Certificates.

CERTAIN STATE AND LOCAL TAXATION MATTERS

Prospective Holders of Class A Certificates should consider, in addition to the federal income tax consequences described above, the potential state and local tax considerations that may be relevant to an investment in the Series.

State and local laws often differ from federal income tax laws with respect to the treatment of specific items of taxable income, gain, loss, deduction and other tax items. A Holder's distributive share of the taxable income, gain, loss deduction and other tax items of the Series generally will be required to be taken into account in determining its reportable income for state and local tax purposes in the jurisdiction in which the Holder is a resident. However, there can be no assurance that the treatment of any particular tax item for state or local tax purposes will not differ from the reported federal income tax treatment.

THE FOREGOING DISCUSSION OF FEDERAL, STATE AND LOCAL INCOME TAX CONSIDERATIONS IS INTENDED AS GENERAL INFORMATION ONLY, AND SHOULD NOT BE REGARDED AS TAX ADVICE OR AS A SUBSTITUTE FOR CAREFUL TAX PLANNING. ACCORDINGLY, EACH PERSON CONTEMPLATING AN INVESTMENT IN THE SERIES SHOULD CONSULT SUCH PERSON'S TAX COUNSEL OR OTHER ADVISORS WITH SPECIFIC REFERENCE TO SUCH PERSON'S OWN TAX SITUATION.

LEGAL INVESTMENT CONSIDERATIONS

You should consult your own legal advisors to determine whether Class A Certificates are legal investments for you and whether you can use Class A Certificates as collateral for borrowings. In addition, financial institutions should consult their legal advisors or regulators to determine the appropriate treatment of Class A Certificates under any applicable risk-based capital or 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 Class A Certificates or in Class A 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 Department or any other federal or state agency with similar authority should review applicable regulations, policy statements and guidelines before purchasing or pledging Class A Certificates.

DISTRIBUTION ARRANGEMENTS

For each series of Class A Certificates, Freddie Mac will enter into a purchase agreement and remarketing agreement with one or more underwriters and/or remarketing agents, who will offer the Class A Certificates of that Series as described in the related Supplement. Underwriters, remarketing agents and their affiliates may engage in other transactions with and perform services for Freddie Mac in the ordinary course of business. Freddie Mac, the underwriters, remarketing agents, or other parties may receive compensation, trading gain or other benefits in connection with such transactions.

Freddie Mac may retain or repurchase Class A Certificates for its own portfolio, and may tender or re-offer such Class A Certificates from time to time. These transactions may affect the Reset Rate of Class A Certificates. The Remarketing Agent for a Series of Class A Certificates may buy, sell and make a market in Class A Certificates, but is not obligated to do so. The secondary market for Class A Certificates may be limited.

DEFINITIONS

“Accreted Price” means, with respect to any Asset, the Deposit Price, adjusted for (i) the amortization of premium or the accrual of original issue discount, if any, as determined under applicable Code provisions, and (ii) the Accrued Market Discount, if any, calculated with respect to such Asset.

“Accrual Commencement Date” means the date upon which interest begins accruing on the Certificates.

“Accrual Period” means (a) as to the First Payment Date, the period that begins on (and includes) the Accrual Commencement Date, and ends on (and excludes) the first day of the month in which such Payment Date occurs and (b) as to any other Payment Date, the calendar month preceding that Payment Date. The Accrual Period for each Payment Date ends fifteen days prior to the related Payment Date except when the fifteenth day is not a Business Day, in which event the Accrual Period ends more than fifteen days in advance of such Payment Date.

“Accrued Interest on the Assets” means the amount set forth in the Series Certificate Agreement representing the portion of the interest on the Assets that accrued prior to the Accrual Commencement Date.

“Accrued Market Discount” means, with respect to any Asset that is a “market discount bond” as defined in Section 1278(a) of the Code, determined as of the date such Asset is transferred to the Series Pool, the accrued market discount as defined in Section 1276(b) of the Code, calculated on a straight-line basis (without regard to whether the election set forth in Section 1276(b)(2)(A) of the Code had been made) and assuming no election has been made under Section 1278(b) of the Code.

“Act of Bankruptcy” shall mean a Person (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy, insolvency, reorganization, liquidation or dissolution law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation; (v) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of a receiver, administrator, conservator, liquidator, custodian, trustee or other similar official for it or for all or substantially all of its assets; (vii) has a secured party or other creditor take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in the preceding clauses (i) to (vii) (inclusive); or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Adjusted Capital Account Deficit” will mean, with respect to any Holder, the deficit balance, if any, in such Holder’s Capital Account (as hereinafter defined) as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Holder is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and

(b) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

“Administrator” means Freddie Mac, until a successor Person has been appointed the Administrator pursuant to the applicable provisions of the Series Certificate Agreement, and thereafter *“Administrator”* means such successor Person.

“Administrator Advance” means an advance by the Administrator to Holders of Class A Certificates pursuant to Section 4.09 of the Standard Terms.

“Administrator Advance Charges” means charges for the benefit of the Administrator in the aggregate amount of the Daily Administrator Advance Charges.

“Administrator Fee” means, if applicable, the annual amount payable to the Administrator (if other than Freddie Mac), determined by multiplying the Administrator Fee Rate by the Aggregate Outstanding Asset Balance.

“Administrator Fee Rate” means, if applicable, the rate set forth in the Series Certificate Agreement or provided by notice from Freddie Mac to the Administrator and the Sponsor.

“Affected Certificate” means, upon the occurrence of a Tender Option Termination Event, each Certificate until the distributions required by Section 13.04 of the Standard Terms have been made.

“Affiliate” means, with respect to any specified Person, any other Person controlling, controlled by or under common control with such specified Person. For the purposes of this definition, *“control”*, when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms *“controlling”* and *“controlled”* have meanings correlative to the foregoing.

“Aggregate Outstanding Asset Balance” means the aggregate of the Outstanding Asset Balances.

“Aggregate Outstanding Certificate Balance” means, as of any date of determination, the sum of the Aggregate Outstanding Class A Certificate Balance and the Aggregate Outstanding Class B Certificate Balance.

“Aggregate Outstanding Class A Certificate Balance” means, as of any date of determination, the aggregate of the Current Class A Certificate Balances.

“Aggregate Outstanding Class B Certificate Balance” means, as of any date of determination, the aggregate of the Current Class B Certificate Balances.

“Agreement” means the Series Certificate Agreement, into which is incorporated the Standard Terms, including all exhibits, schedules, supplements, appendices and amendments to each.

“Asset Interest Payment Date” means the dates in each year on which interest is paid on the Assets. Such dates are set forth in the Series Certificate Agreement.

“Asset Payments” means any payments of principal, Redemption Premium or interest on any Asset (whether derived from amounts paid by or on behalf of the Issuer of or other obligor on any Bond, any obligor on any Mortgage Loan, Freddie Mac, or otherwise) other than Bankruptcy Coverage Payments.

“Asset Payment Subaccount — Holdback” means the subaccount of the Distribution Account established pursuant to Section 4.02(a) of the Standard Terms into which payments up to the amount of the Holdback Requirement are deposited by the Administrator.

“Asset Payment Subaccount — Interest” means the subaccount of the Distribution Account established pursuant to Section 4.02(a) of the Standard Terms into which interest payments on the Assets are deposited by the Administrator.

“Asset Payment Subaccount — Principal” means the subaccount of the Distribution Account established pursuant to Section 4.02(a) of the Standard Terms into which principal and Redemption Premium payments on the Assets and Hypothetical Gain Share are deposited by the Administrator.

“Asset Rate” means, with respect to any Asset, as of any date of determination, the then applicable rate of interest payable on such Asset.

“Asset Redemption Date” means, with respect to any Asset, any date on which the principal of such Asset is paid in whole or in part.

“Assets” means the Bonds and the Mortgage Loans.

“Authorized Denomination” means, with respect to any Class A Certificate, an initial certificate balance of at least \$100,000 with integral multiples of \$5,000 in excess of \$100,000, and with respect to any Class B Certificate, an initial certificate balance of at least \$5,000, subject to, with respect to any Certificate, necessary adjustments due to redemptions after the Date of Original Issue.

“Available Funds” means with respect to any Payment Date, the sum of the deposit into the Distribution Account or related subaccount pursuant to Section 4.02 of the Standard Terms and any other funds available to the Administrator for payment to the Holders, including Administrator Advances; *provided that* Administrator Advances may only be treated as Available Funds for the purpose of making payments of the Required Class A Certificate Interest Distribution Amount.

“Available Interest Amount” means, as of any date of determination, accrued and to accrue interest on an Asset from the beginning of the Accrual Period to the next Reset Date, described as follows. Available Interest Amount is only used in the context of establishing the Maximum Reset Rate where all the Assets are not fixed rate and is only calculated on a Reset Date. Accrued and to accrue interest on an Asset will be determined on an Asset by Asset basis as the product of the Asset Rate and the related Outstanding Asset Balance, calculated for each preceding day in the applicable Accrual Period and each day up to and including the next Reset Date; however, if the Asset Rate has not been determined for any day up to and including the next Reset Date, then the Asset Rate for such day will be deemed to be the minimum stated rate of interest on the Asset. Available Interest Amount will never be more than interest on the Assets regardless of any calculation

previously made. Available Interest Amount is expressed as the variable “AIA” in the following formula:¹

$$\text{AIA} = \text{AI} + \text{TAI}$$

where

AI = accrued interest for each preceding day in the Accrual Period
 TAI = interest that will accrue for each day up to and including the next Reset Date
 (but only at the minimum stated interest unless the interest rate is known)

“*Available Remarketing Class A Certificates*” means (i) Tendered Class A Certificates, (ii) Class A Certificates subject to Mandatory Tender (A) on a Term Effective Date (that is not a Reset Rate Method Change Date), (B) on a Reset Rate Method Change Date relating to a change (but not a continuation) in the Reset Rate Method from a Weekly Reset Rate Method or a Monthly Reset Rate Method to a Monthly Reset Rate Method or a Term Reset Rate Method, (C) on a Reset Rate Method Change Date relating to a change (but not a continuation) in the Reset Rate Method from a Term Reset Rate Method or a Monthly Reset Rate Method to a Weekly Reset Rate Method or Monthly Reset Rate Method, (D) the date on which an amendment to the Standard Terms described in Section 12.01(b) becomes effective and (E) the date on which a successor Sponsor is appointed pursuant to Section 3.08 of the Standard Terms, and (iii) Class A Certificates with respect to which the Holder thereof has exercised the Optional Disposition Right. Available Remarketing Class A Certificates do not include Pledged Class A Certificates that are purchased in connection with a Special Adjustment Event.

“*Bankruptcy Code*” means the United States Bankruptcy Code of 1978, as amended in 1986 and as it may be further amended from time to time (Title 11 of the United States Code), and any successor statute thereto.

“*Bankruptcy Coverage Payments*” means any payments that are made in accordance with the Credit Enhancement with respect to amounts recovered after disgorgement pursuant to the Bankruptcy Code or under any applicable banking laws.

¹ Example 1:

Assumptions:	1. Asset bears interest at a variable rate, which is reset on the same day as a Weekly Reset Date. 2. The applicable Weekly Reset Date is the beginning of the third reset period following the beginning of the Accrual Period, so there are 14 days of prior interest accrual. 3. During the first accrual week, Asset Rate was 2.0%; during the second accrual week, Asset Rate was 2.5%. Asset Rate is established for the third week at 2.3%. 4. \$100,000,000 in Outstanding Asset Balance
Interest Accruals:	1. First Week = \$100,000,000 times 2% divided by 365 times 7 = \$38,356.16 2. Second Week = \$100,000,000 times 2.5% divided by 365 times 7 = \$47,945.20 3. Third Week = \$100,000,000 times 2.3% divided by 365 times 7 = \$44,109.58 So Available Interest Amount = \$130,410.94

Example 2:
 Same assumptions except that the Reset Date is a Monthly Reset Date in a 31 day month. Interest accruals are the same. Note that because we cannot determine the Asset Rate for the last 10 days of the month, no additional accrued interest on the Asset can be projected and taken into account. So Available Interest Amount is the same as Example 1, or \$130,410.94

Example 3:
 Same assumptions except that the Reset Date is a Term Reset Date with a period of 6 months.
 Interest accruals are the same as in Example 1.
 So Available Interest Amount is the same as Example 1, or \$130,410.94

“Bond Documents” means, with respect to any Bond, the trust indenture, ordinance, resolution and any other agreements or instruments pursuant to which such Bond has been issued or secured (including any loan agreement, note, mortgage, deed of trust or any rate cap or interest rate protection agreement delivered to the applicable Bond Trustee) or governing the operation of the Project financed by such Bond, as the same may be amended or supplemented from time to time.

“Bondholder Representative” means, Freddie Mac, in its capacity as bondholder representative, controlling party or majority owner of the Bonds, as applicable, under the Bond Documents.

“Bond Mortgage” means, with respect to each Project, the multifamily deed of trust or mortgage, as applicable, assignment of rents, security agreement and fixture filing delivered on the closing date for the related Bonds, together with all riders and addenda, from the Owner of the Project granting a first priority mortgage and security interest in the Project to secure the repayment of the Bond Mortgage Loan, which Bond Mortgage has been assigned by the Issuer to the Bond Trustee pursuant to the Indenture.

“Bond Mortgage Loan” means, with respect to each issue of Bonds, the loan by the Issuer to the Owner with respect to the Project in an amount equal to the aggregate principal amount of such issue of Bonds.

“Bond Mortgage Documents” means, with respect to each Bond Mortgage Loan, the Bond Mortgage, the Bond Mortgage Note, the LURA, the Loan Agreement and any related documents evidencing the obligations of the Owner under the Bond Mortgage Note or securing payment or performance of such obligations or otherwise pertaining to such obligations, including any HUD Document, as each such document, agreement or instrument may be amended, modified or supplemented from time to time.

“Bond Mortgage Note” means, with respect to each Bond Mortgage Loan, the promissory note from the Owner to the Issuer, including all riders and addenda, evidencing the Owner’s obligation to repay the Bond Mortgage Loan, as the same may be amended, modified or supplemented from time to time, which Bond Mortgage Note has been assigned by the Issuer to the Bond Trustee.

“Bond Trustee” means, with respect to any Bond, the financial institution designated as trustee for such Bond and any separate paying agent therefor, pursuant to the applicable Bond Documents. The term “Bond Trustee” will also be deemed to refer to, with respect to any series of Bonds, any separate paying agent for that series of Bonds.

“Bonds” means, collectively, the municipal securities identified in the Series Certificate Agreement on the Date of Original Issue and any municipal securities delivered to the Administrator on a Substitution Date. “Bond” shall mean any one of such Bonds. The term “Bonds” shall include municipal securities as well as custodial receipts, trust receipts or any other similar instrument evidencing an ownership interest in municipal securities held in a pass-through arrangement.

“Business Day” means any day other than (i) a Saturday or a Sunday, (ii) a day on which federal government offices located in the District of Columbia generally are closed, (iii) a day on which the Federal Reserve Bank of New York (or other agent acting as Freddie Mac’s fiscal agent) is authorized or obligated by law or executive order to remain closed, (iv) a day on which the Freddie Mac permanent home office is closed, (v) a day on which DTC is authorized or obligated by law or executive order to remain closed or (vi) a day on which (a) banking institutions in the

City of New York or in the city in which the principal office of the Administrator, the Remarketing Agent or Freddie Mac is located are closed or (b) the New York Stock Exchange is authorized or obligated by law or executive order to be closed.

“Capital Account” means the capital account established and maintained for each Holder pursuant to Section 11.02 of the Standard Terms.

“Capital Account Balance” means the Capital Account balance for each Holder adjusted pursuant to Section 11.02 of the Standard Terms for all events having occurred immediately prior to the time of determination.

“Capital Contribution” will mean the amount of money, and the Fair Market Value of any property other than money, contributed to the Series Pool pursuant to Article II of the Standard Terms by a Holder or any amount paid by the Sponsor pursuant to Section 3.04 or 3.05 of the Standard Terms or otherwise contributed to the Series Pool by the Sponsor. Any amounts paid by the initial purchasers of Certificates to acquire Certificates, including any amounts representing accrued interest, will be deemed to have been contributed to the Series Pool.

“Capital Gains” and *“Capital Losses”* will mean gains or losses from the Disposition of Assets but will not include Market Discount Gain.

“Certificate Payment Amount” means for any Payment Date and Class of Certificates, the aggregate payment to be made to Holders of such Class of Certificates, which payment is equal to the amounts provided in Article IV of the Standard Terms.

“Certificate Register” means the register maintained by the Certificate Registrar that provides for the registration of Certificates and transfers of Certificates.

“Certificate Registrar” means the certificate registrar and transfer agent with respect to the Certificates, which will be Freddie Mac unless otherwise indicated in the Series Certificate Agreement.

“Certificates” means the Class A Certificates and the Class B Certificates.

“Class” means the class designation, either Class A or Class B, borne by any Certificate.

“Class A Certificate” means a Certificate designated as such issued pursuant to the Series Certificate Agreement, evidencing an ownership interest in the Assets.

“Class A Certificate Notional Accelerated Principal Paydown Amount” means, if specified as applicable in the Series Certificate Agreement, with respect to any Payment Date, to the extent of remaining Available Funds, the amount identified on the Notional Accelerated Principal Amortization Schedule that corresponds to such Payment Date, together with all such amounts for prior Payment Dates remaining unpaid. To the extent remaining Available Funds are not sufficient to pay in full to the Holders of Class A Certificates such current and prior amounts, any unpaid amounts will be deferred until the next Payment Date.

“Class A Holder” means a Holder of a Class A Certificate.

“Class B Certificate” means a Certificate designated as such issued pursuant to the Series Certificate Agreement, evidencing an ownership interest in the Assets.

“Class Factor” means for any month with respect to the Class A Certificates, a truncated eight-digit decimal that, when multiplied by the Initial Certificate Balance of such Class, will equal its

Current Certificate Balance. The Class Factor for any month reflects the payments of principal to be made on the Payment Date in the same month.

“Clean-Up Event” means a Mandatory Tender of the Class A Certificates pursuant to Section 6.04 of the Standard Terms, at the election of Freddie Mac or the Sponsor at any time after the Aggregate Outstanding Asset Balance is not more than 5% of the Aggregate Outstanding Asset Balance on the Date of Original Issue.

“Clean-Up Notice” means the notice given to the Administrator pursuant to Section 7.06 of the Standard Terms.

“Code” means the Internal Revenue Code of 1986, as it may be amended from time to time, and any successor statute thereto.

“Commission” means the Securities and Exchange Commission, as constituted from time to time, created under the Securities Exchange Act.

“Commitment Price” means, with respect to any date of determination, the highest cash purchase price for the Assets subject to sale or distribution on such date obtained by the Administrator by soliciting in good faith at least three bids to purchase such Assets from Persons (other than the Administrator, the Remarketing Agent, Freddie Mac, any Holder of a Class B Certificate, or any Affiliate of any such Person) that customarily provide such bids, including, but not limited to, investment dealers and brokers that customarily deal in municipal bonds or mortgage loans.

“Conditions to Stabilization” has the meaning set forth in the Reimbursement Agreement.

“Covered Payment” means those certain payments to be made by Freddie Mac if required in connection with an Owner Act of Bankruptcy pursuant to the Credit Enhancement.

“Credit Enhancement” means the guaranty of Freddie Mac set forth in Section 4.11 of the Standard Terms.

“Current Certificate Balance” means the Current Class A Certificate Balance or the Current Class B Certificate Balance, as appropriate.

“Current Class A Certificate Balance” means with respect to any Class A Certificate, as of any date of determination, its Initial Certificate Balance minus the sum of all amounts previously distributed to the Holder of such Certificate (or any Predecessor Certificate) with respect to principal payments on the Assets, payments arising from a Release Event, and Class A Certificate Notional Accelerated Principal Paydown Amounts, if applicable.

“Current Class B Certificate Balance” means with respect to any Class B Certificate, as of any date of determination, its Initial Certificate Balance thereof (i) minus the sum of all amounts previously distributed to the Holder of such Certificate (or any Predecessor Certificate) with respect to principal payments on the Assets and payments arising from a Release Event; (ii) plus, (A) on each Payment Date, the amount obtained by multiplying the Class A Certificate Notional Accelerated Principal Paydown Amounts, if any, distributed to the Holders of Class A Certificates under Section 4.03(a)(v) of the Standard Terms on such Payment Date by the ratio of the Current Certificate Balance of such Class B Certificate to the Aggregate Outstanding Class B Certificate Balance.

“Daily Administrator Advance Charge” means, for any day, the amount of outstanding Administrator Advances on such day multiplied by the prime rate in effect on such date and divided by 365. Prime rate will equal the prime or base lending rate of major banks as published in the *Wall Street Journal*.

“Date of Original Issue” means the day on which the Certificates are first executed, authenticated and delivered by the Administrator.

“Delivery Office” means the office of the Administrator located at Freddie Mac, 1551 Park Run Drive, MS D5B, McLean, Virginia 22102, Attention: Office of the Registrar, or such other address as the Administrator may designate from time to time by notice to the Registered Holders, the Remarketing Agent and Freddie Mac.

“Deposit Price” means, with respect to any Asset, the Federal income tax basis of such Asset determined in accordance with the Code at the time of transfer and deposit as set forth in the Series Certificate Agreement with respect to Assets transferred and deposited on the Date of Original Issue or on any Substitution Date.

“Depositor Order” means a written order or request signed in the name of Freddie Mac by any Responsible Officer of Freddie Mac.

“Disposition” means, with respect to any Asset, any redemption, maturation, sale or other disposition of such Asset, or portion thereof, that results in the realization of gain or loss under applicable Code provisions.

“Disposition Gain” means, with respect to a Disposition of any Asset or portion thereof, the excess, if any, of the amount realized from such Disposition as determined under applicable Code provisions, over the Accreted Price of such Asset (including, if applicable, any Bond Redemption Premium) or portion of such Asset.

“Disposition Loss” means, with respect to a Disposition of any Asset, or portion thereof, the excess, if any, of the Accreted Price of such Asset, or portion thereof, over the amount realized from such Disposition, as determined under applicable Code provisions.

“Distribution Account” means, collectively, the segregated subaccounts established and maintained pursuant to Section 4.02 of the Standard Terms.

“Documents” means, collectively, the Series Certificate Agreement, the Remarketing Agreement, the Certificate Purchase Agreement, the Reimbursement Agreement and the Certificates; and the term *“Document”* will mean any of the foregoing.

“DTC” means The Depository Trust Company or any successor securities depository institution selected or approved by Freddie Mac.

“DTC Participant” means a member of, or participant in, DTC, as provided in the rules and regulations of DTC.

“Electronic Notice” means notice given by telecopy, facsimile transmission, electronic mail (“e-mail”) or other similar electronic means of communication.

“Event of Default” means:

(a) The Administrator defaults in the payment to Holders of the applicable Certificate Payment Amount or Freddie Mac defaults in the payment of any amount pursuant to the

Credit Enhancement or the Liquidity Facility when the same is due and payable as provided in the Series Certificate Agreement, and such default continues for a period of three (3) Business Days; or

(b) Freddie Mac or the Administrator fails to observe or perform any other of its covenants set forth in the Series Certificate Agreement, and such failure continues for a period of 60 days after the date on which written notice of such failure, requiring Freddie Mac or the Administrator to remedy the same, has been given to Freddie Mac or the Administrator, as appropriate, by the Holders representing not less than 60% of the then outstanding unpaid principal balance of the Class A Certificates or Class B Certificates, as applicable.

“Excess Accrued Net Interest Amount” means, as of any date of determination, the excess of accrued interest on the Assets over the sum of the accrued interest on the Class A Certificates for each prior day in any Accrual Period. This definition is used in establishing the Maximum Reset Rate where all the Assets are fixed rate after the excess amount is converted to an interest rate related to the Class A Certificates as provided in the definition of Excess Accrued Net Interest Amount Rate. The calculation of Excess Accrued Net Interest Amount is determined as (i) the aggregate amount of interest calculated at the applicable Asset Rate on the Outstanding Asset Balance of each related Asset for each preceding day in the Accrual Period over (ii) the sum of the aggregate amount of interest calculated at the applicable Reset Rate on the Aggregate Outstanding Class A Certificate Balance for each such day (whether or not distributed to Holders).

“Excess Accrued Net Interest Amount Rate” means, with respect to the determination of the Maximum Reset Rate where all the Assets are fixed rate the following: a per annum rate equal to the product of (i) the quotient obtained by dividing (a) 365 (or 366 in a leap year) by (b) the number of calendar days during which a Reset Rate will be in effect and (ii) the quotient (expressed as a percentage of the Aggregate Outstanding Class A Certificate Balance) obtained by dividing (a) the Excess Accrued Net Interest Amount as of the relevant day of determination by (b) the Aggregate Outstanding Class A Certificate Balance as of such day. This rate is expressed as the variable “ER” in the following:²

$$ER = \left\{ \frac{365/6}{D} \right\} \left\{ \frac{EA}{CLA} \right\}$$

where

D = number of calendar days during which a Reset Period will be in effect

EA = Excess Accrued Net Interest Amount

CLA = Aggregate Outstanding Class A Certificate Balance

“Exchange Date” means the date on which the Series Pool is liquidated in accordance with Section 13.04 of the Standard Terms, which date will be designated by Freddie Mac and will occur within five Business Days after the occurrence of a Tender Option Termination Event or Liquidity Failure.

“Exchanging Holder” means each related holder of class B certificates of another Series as described in Section 7.02(c) of the Standard Terms.

“Exercise Notice” means the notice delivered by a DTC Participant through which a Class A Certificate is held for a Holder of Class A Certificates on the records of DTC to the Remarketing Agent and the Administrator pursuant to Section 6.03 of the Standard Terms in connection with the exercise of the Tender Option.

“Fair Market Value” for any asset will mean its fair market value as determined in good faith by the Remarketing Agent pursuant to a valuation made (i) on the basis of current bid prices for such asset, (ii) if bid prices are not available for such asset, on the basis of current bid prices for comparable assets, (iii) by determining the value of such asset on the bid side of the market by appraisal, or (iv) by any combination of the foregoing. For purposes of the foregoing, the Remarketing Agent will utilize the services of Persons which are not the Administrator, the Remarketing Agent, Freddie Mac, any Holder of Class B Certificates or any Affiliate of any such Person.

“First Optional Disposition Date” means the date set forth as such in the Series Certificate Agreement.

“First Payment Date” means the initial Payment Date on which interest is scheduled to be payable on the Certificates, as set forth in the Series Certificate Agreement.

“Fiscal Year” will mean the fiscal year of the Series Pool for financial accounting purposes and for Federal, state and local income tax purposes, or such shorter period for which income tax returns must be prepared. Such Fiscal Year initially will be the calendar year, unless a different Fiscal Year is required by Section 706(b) of the Code and the Regulations thereunder.

“Fitch” means Fitch, Inc. and its successors.

“Freddie Mac” means Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States.

“Freddie Mac Act” means Title III of the Emergency Home Finance Act of 1970, as amended, 12 U.S.C. §§ 1451-1459.

“Freddie Mac Fee” means the fees due Freddie Mac under the Reimbursement Agreement for providing the Credit Enhancement, the Liquidity Facility and serving as Administrator.

² Example 1:

Assumptions =	1.	Weekly Reset Rate
	2.	Excess Accrued Net Interest Amount: \$50,000
	3.	Aggregate Outstanding Class A Certificate Balance: \$80,000
365	X	\$50,000
7		\$80,000,000
(52.1428)		(0.000625)
0.3258		

Example 2:

Assumptions: Same assumptions except that there is a Monthly Rate

365	X	\$50,000
30		\$80,000,000
(12.1666)		(0.000625)
.00760		

“*Gain Share*” means, (i) first, with respect to the Holders of Class A Certificates that have had their Certificates redeemed or exchanged (to the extent applicable to such a redemption or exchange pursuant to the operative provisions of the Series Certificate Agreement), the product of (a) 10% of the Disposition Gain and (b) the ratio of the Aggregate Outstanding Class A Certificate Balance to the Aggregate Outstanding Certificate Balance (as determined immediately prior to the redemption or exchange, as applicable, of Certificates); and (ii) second, with respect to the Holders of Class B Certificates, the remaining Disposition Gain. Gain Share with respect to the Holders of the Class A Certificates for any Asset is expressed as the variable “GS” in the following formula:

$$GS = (.10)(DG) \left(\frac{CLA}{CLA+CLB} \right)$$

where

DG = Disposition Gain

CLA = Aggregate Outstanding Class A Certificate Balance

CLB = Aggregate Outstanding Class B Certificate Balance

Example:

- Assumptions:
1. Disposition Gain = (2%) (\$50,000,000 Asset)
 2. Aggregate Outstanding Class A Certificate Balance = \$80,000,000
 3. Aggregate Outstanding Class B Certificate Balance = \$20,000,000

$$\begin{aligned}
 & (.10)(1,000,000) \left(\frac{80,000,000}{80,000,000+20,000,000} \right) \\
 & (100,000)(.8) = \$80,000
 \end{aligned}$$

In this example the Holders of Class A Certificates receive \$80,000 and the Holders of Class B Certificates receive the balance, or \$920,000.

“Global Class A Certificate” means with respect to any Series of book-entry Class A Certificates, a global certificate executed and authenticated by the Administrator, substantially in the form attached to the Standard Terms, evidencing all of the Class A Certificates of such Series. If the rules and regulations of DTC (or a successor securities depository, including, if designated by Freddie Mac, the Federal Reserve Bank) so require, a Series of book-entry Class A Certificates may be evidenced by more than one Global Class A Certificate which, together, will evidence all of the Class A Certificates of such Series, and which, together, will constitute the “Global Class A Certificate” for such Series.

“Grant” means to pledge or grant a lien upon or a security interest in, or a right of set-off to, the Administrator pursuant to a Series Certificate Agreement. A Grant of a security interest in the Assets, or any other instrument, will include all rights but none of the obligations of the granting party.

“Holdback Requirement” means, on each Payment Date, the amount designated as such in the Series Certificate Agreement; provided, however, that the Holdback Requirement may be changed by the Registered Holders of not less than 51% of the Aggregate Outstanding Class B Certificate Balance with the written consent of Freddie Mac, by written notice to the Administrator not less than ten (10) Business Days prior to any Payment Date.

“Holder” means (i) with respect to a Class A Certificate, a Person who is listed as the beneficial owner of such Class A Certificate in the records of a DTC Participant or Indirect DTC Participant and (ii) with respect to a Class B Certificate, the beneficial owner of such Class B Certificate.

“HUD Document” means, with respect to any Mortgaged Property, any interest rate reduction agreement, housing assistance payment agreement or similar document delivered by or on behalf of the Department of Housing and Urban Development to provide support for rent or mortgage payments.

“*Hypothetical Gain Share*” means, for any Class A Certificate, with respect to a Release Event Date, an Optional Disposition Date or a Mandatory Tender Date relating to a Liquidity Provider Termination Event, a Sponsor Act of Bankruptcy (if applicable) or a Clean-Up Event, (i) the product of (a) the aggregate of, for each Asset, (1) the second highest bid (not including accrued interest) obtained after the Remarketing Agent solicits three bids to purchase such Asset from Persons that customarily provide such bids, other than the Administrator, Freddie Mac, the Remarketing Agent, any Holder of Class B Certificates, or any Affiliate of any such Person, including but not limited to investment dealers and brokers that customarily deal in municipal bonds or mortgage loans, determined for the Business Day immediately preceding the Release Event Date, Optional Disposition Date, or Mandatory Tender Date, as applicable, minus (2) the Accreted Price of such Asset and (b) the ratio of the Current Certificate Balance of such Class A Certificate to be tendered to the Aggregate Outstanding Certificate Balance and (c) 0.10, minus (ii) any Hypothetical Gain Share previously paid to any Holder of such Class A Certificate. However, in no event may the Hypothetical Gain Share be less than zero, *provided that*, with respect to any particular Asset, the subtraction described in (a) for purposes of determining the aggregate may result in a number that is less than zero, and this negative number will be used for purposes of calculating the aggregate amount described in (a). Hypothetical Gain Share is expressed as the variable “HGS” in the following formula:³

$$HGS = \left\{ (MV-AP) \left(\frac{ACAC}{(CLA+CLB)} \right) (.10) \right\} - HGSP$$

where

MV = second highest bid obtained from qualified bidder
AP = Accreted Price for that Asset
ACAC = Current Certificate Balance of applicable Class A Certificate
CLA = Aggregate Outstanding Class A Certificate Balance
CLB = Aggregate Outstanding Class B Certificate Balance
HGSP = Hypothetical Gain Share previously paid to any Holder of the applicable Class A Certificate

³ Example:

Assumptions:	1. Market Value of First Asset = (110%) (\$10,000,000)
	2. Accreted Price of First Asset = (100%) (\$10,000,000)
	3. Current Certificate Balance of applicable Class A Certificate = \$5,000,000
	4. Aggregate Outstanding Class A Certificate Balance = \$20,000,000
	5. Aggregate Outstanding Class B Certificate Balance = \$10,000,000
	6. Market Value of Second Asset = (100%) (\$10,000,000)
	7. Accreted Price of Second Asset = (100%) (\$10,000,000)
	8. Market Value of Third Asset = (98%) (\$10,000,000)
	9. Accreted Price of Third Asset = (100%) (\$10,000,000)
	10. Previously paid applicable Hypothetical Gain Share = \$2,000 (100%)
Asset 1:	$((110\%) (\$10,000,000) - (100\%) (\$10,000,000)) \left(\frac{\$5,000,000}{(\$20,000,000 + \$10,000,000)} \right) (.10) = \$16,666$
Asset 2:	$((100\%) (\$10,000,000) - (100\%) (\$10,000,000)) \left(\frac{\$5,000,000}{(\$20,000,000 + \$10,000,000)} \right) (.10) = \text{zero}$
Asset 3:	$((98\%) (\$10,000,000) - (100\%) (\$10,000,000)) \left(\frac{\$5,000,000}{(\$20,000,000 + \$10,000,000)} \right) (.10) = (\$3,333)$

Aggregating the hypothetical gain share

Asset 1 + Asset 2 + Asset 3 – HGSP
\$16,666 + \$0 + (–\$3,333) – (\$2,000) = \$11,333

“Indirect DTC Participant” means an entity holding securities through a DTC Participant as described in the rules and regulations of DTC.

“Initial Certificate Balance” means the initial certificate balance of any Certificate set forth on the face of such Certificate.

“Initial Purchaser” means the initial purchaser of the Class A Certificates named in the Remarketing Agreement.

“Investment Company Act” means the Investment Company Act of 1940, as amended from time to time, and any successor statute thereto.

“Investor Letter” means the investor letter executed by each Holder of Class B Certificates in the form attached to the Standard Terms or as otherwise approved by Freddie Mac.

“Issuer” means, with respect to each Bond, the entity specified as the Issuer in the Series Certificate Agreement.

“Knowledge” means actual knowledge.

“Letter of Representations” means the letter of representations from Freddie Mac to DTC in connection with each Series Certificate Agreement, relating to the Certificate or, if applicable, any blanket letter of representations from Freddie Mac to DTC, and any amendment or replacement of such letter.

“Lien” means a lien, charge, security interest, mortgage, pledge, encumbrance, or other type of preferential arrangement (including the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement).

“Liquidity Commitment” means, with respect to the Liquidity Facility, the amount for which Freddie Mac is obligated to honor demands for payment under the Liquidity Facility.

“Liquidity Facility” means the agreement of Freddie Mac set forth in Section 6.01(b) of the Standard Terms to pay the Purchase Price of certain Class A Certificates.

“Liquidity Failure” means the failure of Freddie Mac to comply with its obligations in accordance with the provisions of the Liquidity Facility, and the continuance of such failure for three (3) Business Days, to pay the Purchase Price of Class A Certificates subject to Mandatory Tender, Tendered Class A Certificates whose Holders have exercised the Tender Option or Class A Certificates whose Holders have exercised their Optional Disposition Right.

“Liquidity Provider” means Freddie Mac.

“Liquidity Provider Termination Event” means the occurrence of a “Reimbursement Event of Default” under the Reimbursement Agreement.

“Liquidity Provider Termination Notice” means the notice given to the Administrator by Freddie Mac pursuant to Section 7.03 of the Standard Terms.

“Loan Agreement” means, with respect to any issue of Bonds, the loan agreement, financing agreement or other agreement providing for the Bond Mortgage Loan from the Issuer to the Owner.

“LURA” means with respect to any issue of Bonds, the land use restriction agreement, tax regulatory agreement or other similar agreement imposing operating restrictions on the related Project.

“Mandatory Tender” means the obligation of the Holders of Class A Certificates to tender such Certificates for purchase pursuant to Section 6.04 of the Standard Terms, subject to the right to retain such Certificates pursuant to Section 6.07 of the Standard Terms.

“Mandatory Tender Date” means any date on which Class A Certificates, other than Affected Certificates, are subject to Mandatory Tender pursuant to Section 6.04 of the Standard Terms following the occurrence of a Mandatory Tender Event.

“Mandatory Tender Event” means any of the events set forth in Section 6.04 of the Standard Terms.

“Mandatory Tender Notice” means the notice given by the Administrator to the Registered Holders of the occurrence of a Mandatory Tender Event pursuant to Section 6.05 of the Standard Terms.

“Market Discount Gain” means, with respect to a Disposition of any Asset or portion of an Asset, the amount of any gain recognized for federal income tax purposes on such Disposition, to the extent such gain does not exceed the Accrued Market Discount, if any, on such Asset or portion thereof.

“Market Discount Share” means 100% of the Market Discount Gain, which will be allocated solely to the Holders of Class B Certificates.

“Maximum Reset Rate” is to be calculated by the Remarketing Agent on any Reset Date immediately before determining the applicable Reset Rate. The Maximum Reset Rate is to be calculated, as applicable, using one of two different methods. One method applies only if all the Assets are fixed rate assets and the other method applies if any of the Assets are not fixed rate assets.

The Maximum Reset Rate, if all the Assets are fixed rate assets, is equal to the Excess Accrued Net Interest Amount Rate, if any, plus a rate determined by dividing the product of the lowest Asset Rate times the Aggregate Outstanding Asset Balance by the Aggregate Outstanding Class A Certificate Balance as of such day. For any Reset Rate Method other than a Weekly Reset Rate method, the calculation will not include the Excess Accrued Net Interest Amount Rate because the Maximum Reset Rate is calculated on a Reset Date and there will be no Excess Accrued Net Interest Amount on a Reset Date for a Monthly Reset Rate Method or a Term Reset Rate Method. This Maximum Reset Rate is expressed as the variable MRR(FRB) in the following formula:⁴

$$\text{MRR(FRB)} = \left\{ \frac{365/6}{D} \right\} \left\{ \frac{EA}{CLA} \right\} \text{ PLUS } \left\{ \frac{(LBR \times BB)}{CLA} \right\}$$

This Maximum Reset Rate is determined in four steps.

STEP ONE: the Excess Accrued Net Interest Amount is determined, which is the excess of accrued interest on the underlying Assets over the sum of interest on the Class A Certificates, in each case, for each prior day in the Accrual Period.

⁴ Example 1:

- Assumptions:
1. Aggregate Outstanding Asset Balance: \$100,000,000
 2. Lowest Asset Rate: 6.5%
 3. Aggregate Outstanding Class A Balance: \$80,000,000
 4. Aggregate Outstanding Class B Balance: \$20,000,000
 5. Not a leap year
 6. Weekly Reset Rate; 7 days previously accrued interest for Class A Certificates at 3.8%
 7. The applicable Weekly Reset Date is the second such Reset Date in the Accrual Period

STEP ONE:

Asset Interest on \$100,000,000@6.5% for 7 days = \$124,657.53
 Accrued interest on Class A Certificates for 7 days @3.8% = \$58,301.37
 (\$124,657.53) - (\$58,301.37) = \$66,356.16

STEP TWO:

convert that amount to an annual interest rate related to Class A Certificates:

$$\frac{365}{7} \times \frac{EA}{CLA} \\ (52.1428) (.00082945) = 4.324995\%$$

STEP THREE: Convert Asset interest to an interest rate related to Class A Certificates

$$\frac{(LBR)(BB)}{CLA} \\ \frac{(.065)(100,000,000)}{80,000,000} \\ 8.125\%$$

STEP TWO: the Excess Accrued Net Interest Amount is converted to an annual rate of interest (the Excess Accrued Net Interest Amount Rate) related to the Class A Certificates. This excess rate is expressed as the variable “ER” in the following formula:

$$ER = \left\{ \frac{365/6}{D} \right\} \left\{ \frac{EA}{CLA} \right\}$$

where

D = Number of calendar days during which a Reset Period will be in effect

EA = Excess Accrued Net Interest Amount

CLA = Aggregate Outstanding Class A Certificate Balance

STEP THREE: interest on the Assets at the lowest Asset Rate is converted to an interest rate related to the Class A Certificates. This converted rate is expressed in the following formula:

$$\frac{(LBR \times BB)}{CLA}$$

where

LBR = Lowest Asset Rate

BB = Aggregate Outstanding Asset Balance

STEP FOUR: add the rates obtained in STEP TWO and STEP THREE

(...continued)

STEP FOUR: add STEP TWO and STEP THREE

$$4.324995\% + 8.125\% = 12.449995\%$$

Example 2:

1. Same assumptions as first six assumptions
2. 14 days of accrued interest on Class A Certificates at 3.8% and the applicable Weekly Reset Date is the third Weekly Reset Date in the Accrual Period

STEP ONE:

Asset interest on \$100,000,000@6.5% for 14 days = \$249,315.07

Accrued interest on Class A Certificates @3.8% for 14 days = \$116,602.74

(\$249,315.07) - (\$116,602.74) = \$132,712.33

STEP TWO:

convert that amount to an annual interest rate related to Class A Certificates

$\frac{365}{D}$	X	$\frac{EA}{CLA}$
$\frac{365}{7}$	X	$\frac{\$132,712.33}{\$80,000,000}$

$$(52.1428) (.00165890) = 8.649991\%$$

STEP THREE: Convert Asset interest to interest rate related to Class A Certificates. Same result as Example 1 = 8.125%

STEP FOUR: add STEP TWO and STEP THREE

$$8.649991\% + 8.125\% = 16.774991\%$$

The Maximum Reset Rate, if any of the Assets are not fixed rate assets, is equal to the product of (i) the quotient of the number of days in the year divided by the number of days in which a Reset Rate will be in effect times (ii) the quotient of (a) the Available Interest Amount minus the aggregate amount of interest accrued at the applicable Reset Rate on the Aggregate Outstanding Class A Certificate Balance for each preceding day in the Accrual Period divided by (b) the Aggregate Outstanding Class A Certificate Balance; *provided however*, that the Class A Certificates will never accrue more interest than the Available Interest Amount, regardless of any calculation previously made. Unlike the formula for determining the Maximum Reset Rate where all Assets are fixed rate assets, this calculation will apply to all Reset Rate Methods because the determination of the Available Interest Amount includes both accrued interest on the Assets and interest on the Assets that will accrue over the balance of the applicable Reset Period, to the extent that amount is known. This Maximum Reset Rate is expressed as the variable MRR(NFRB) in the following formula:⁵

$$\text{MRR(NFRB)} = \frac{365/6}{D} (\text{AIA}-\text{ACI})$$

where

D = number of calendar days in which a Reset Period will be in effect
AIA = Available Interest Amount
ACI = Accrued Certificate Interest

⁵ Example 1:

- Assumptions:
1. Weekly Reset for Class A Certificates
 2. Available Interest Amount the same as Example 1 under definition of Available Interest Amount
 3. Not a leap year
 4. Aggregate Outstanding Class A Certificate Balance: \$80,000,000
 5. Interest accrued on Class A Certificates at 2.0% during first week and 2.5% during second week

$$\frac{365}{7} \times (\$130,410.94 - (69,041.10))$$

$$\frac{\$80,000,000}{(52.1428) (\$61,369.84)} \\ \$80,000,000$$

3.9999% = Maximum Reset Rate

Example 2:

- Assumptions:
1. Weekly Reset for Class A Certificates
 2. Available Interest Amount assumptions
 - a. Assets bear interest at 90% of 30 day LIBOR; LIBOR is 3.0% for applicable period and for this example, LIBOR is set on the same day as the first Weekly Reset Date in the Accrual Period
 - b. the applicable Weekly Reset Date is the beginning of the third reset period so there are 14 days of prior interest accrual on the Class A Certificates
 - c. \$100,000,000 in Outstanding Asset Balance
 3. Not a leap year
 4. Aggregate Outstanding Class A Certificate Balance: \$80,000,000
 5. Interest accrued on Class A Certificates at 2.0% during first week and 2.5% during second week

STEP ONE: establish Reset Rate period factor

$$\frac{365}{7} = 52.1428$$

STEP TWO: determine the Available Interest Amount accruals on Assets: \$155,342.46

(21 days; 14 days have already accrued and since the rate is established for next 7 days that period is included as well)
AIA = \$155,342.46 then subtract Class A Certificates Accruals from AIA \$155,342.46 # \$69,041.10 = \$86,301.36

STEP THREE: multiply STEP ONE times STEP TWO and convert to interest rate related to Class A Certificates

$$\frac{(52.1428) (\$86,301.36)}{\$80,000,000}$$

5.62499% = Maximum Reset Rate

This Maximum Reset Rate is determined in three steps

STEP ONE: establish the Reset Rate period factor

$\frac{365}{D}$

D = Number of calendar days in which a Reset Period will be in effect

STEP TWO: determine the Available Interest Amount; then subtract Accrued Certificate Interest

STEP THREE: multiply STEP ONE times STEP TWO and convert product to interest rate related to Class A Certificates by dividing by Aggregate Outstanding Class A Certificate Balance

“*Minimum Sponsor Interest*” means, (i) if the Series Certificate Agreement provides that the Partnership Factors apply, with respect to any day, an amount equal to the lesser of one percent of the Aggregate Outstanding Certificate Balance and \$500,000 (adjusted for any capital contributions (actual or deemed) by any Holder) or (ii) in all other cases, an aggregate interest at all times in the capital of the Series Pool of \$5,000.

“*Minimum Sponsor Percentage*” means, if the Series Certificate Agreement provides that the Partnership Factors apply, one percent and in all other cases, “Minimum Sponsor Percentage” will not apply to the related Series.

(...continued)

Example 3:

Assumptions: 1. Same as Example 2 except that the applicable Weekly Reset Date is the first one in the Interest Accrual Period so there are no prior interest accruals on the Assets or the Class A Certificates

STEP ONE: the applicable Reset Period factor is 52.1428

STEP TWO: determine the Available Interest Amount Interest accruals on Assets: \$51,780.82
(7 days until next Weekly Reset Date since rate on Assets is established)
AIA = \$51,780.82

STEP THREE: multiply STEP ONE times STEP TWO and convert to interest rate related to Class A Certificates

$$\frac{(52.1428)(\$51,780.82)}{\$80,000,000} = 3.337\% = \text{Maximum Reset Rate}$$

Example 4:

Assumptions: 1. Same as Example 3 except that \$20,000,000 of Assets bear interest at 90% of 30 day LIBOR and \$80,000,000 of Assets are fixed rate bonds bearing interest at 6.8%

STEP ONE: the applicable Reset Period factor is 52.1428

STEP TWO: determine the Available Interest Amount

Interest accruals on Assets
\$20,000,000 LIBOR-based Assets =

$$\frac{(\$20,000,000)(2.7\%)(7)}{365} = \$10,356.16$$

$$\frac{(\$80,000,000)(6.8\%)(7)}{365} = \$104,328.76$$

$$\text{AIA} = (\$10,356.16 + \$104,328.76) = \$114,684.92$$

STEP THREE: multiply STEP ONE and STEP TWO and convert to interest rate related to Class A Certificates

$$\frac{(52.1428)(\$114,684.92)}{\$80,000,000} = 7.47499\% = \text{Maximum Reset Rate}$$

“Monthly Reset Date” means the Business Day immediately preceding the first day of the next succeeding calendar month, provided that if the Reset Rate Method is being changed to the Monthly Reset Rate Method, the Monthly Reset Date will be the Business Day immediately preceding the Reset Rate Method Change Date.

“Monthly Reset Rate” means a Reset Rate that is determined by the Remarketing Agent on a monthly basis as provided in Article V of the Standard Terms.

“Monthly Reset Rate Method” means the method used to determine the Monthly Reset Rate in accordance with Article V of the Standard Terms.

“Moody’s” means Moody’s Investors Service, Inc., and its successors.

“Mortgage Loan” means each conventional mortgage loan identified in the Series Certificate Agreement on the Date of Original Issue and any conventional mortgage loan delivered to the Administrator on a Substitution Date. The term “Mortgage Loan” shall include any custodial receipt, trust receipt or any other similar instrument evidencing an ownership interest in a mortgage loan held in a pass-through arrangement.

“Mortgage Loan Documents” means, with respect to any Mortgage Loan, the related promissory note from the Owner of the Project evidencing the same, the related deed of trust or mortgage and assignment of rents, and any other document, agreement or instrument evidencing or securing the obligations of the Owner with respect to the Mortgage Loan, as the same may be amended, supplemented or restated.

“Non-Monetary Default” means the occurrence of any default, other than the failure to pay principal, premium or interest, on the Assets or any document or instrument related to the Assets.

“Notice of Sponsor Bankruptcy” means the notice given to the Remarketing Agent and Freddie Mac by the Administrator pursuant to Section 7.04 of the Standard Terms.

“Notional Accelerated Principal Amortization Schedule” means, if applicable to a Series, the schedule provided by Freddie Mac on the Date of Original Issue and attached to the Series Certificate Agreement, which schedule contains the Class A Certificate Notional Accelerated Principal Paydown Amount applicable to each Payment Date, and which may be amended by Freddie Mac to the extent the Remarketing Agent deems appropriate.

“Offering Circular” means the Offering Circular, including any Offering Circular Supplement, describing the Class A Certificates.

“Official Action” means any formal action conducted by a Person, which results in a written statement of action duly approved by an authorized committee or governing body of such Person, as appropriate.

“Offsetting Allocations” will have the meaning set forth in Section 11.05(d) of the Standard Terms.

“Opinion of Counsel” means one or more written opinions of outside counsel for Freddie Mac satisfactory to the Administrator and Freddie Mac, and which opinion is addressed to the Administrator and Freddie Mac and is in form and substance satisfactory to the Administrator and Freddie Mac.

“Opinion of Tax Counsel” means one or more written opinions of an attorney or firm of attorneys duly admitted to the practice of law before the highest court of any state of the United States of America and experienced in matters pertaining to the tax status of interests in trusts, and partnerships, which counsel is satisfactory to the Administrator and Freddie Mac and which opinion is addressed to the Administrator and Freddie Mac, and is in form and in substance satisfactory to the Administrator and Freddie Mac.

“Optional Disposition Date” means with respect to any Class A Certificate, the First Optional Disposition Date and each Payment Date thereafter.

“Optional Disposition Price” means, with respect to any Class A Certificate, the sum of the Purchase Price and the Hypothetical Gain Share.

“Optional Disposition Right” means the right of a Holder of a Class A Certificate to tender such Class A Certificate in exchange for the Optional Disposition Price in accordance with the provisions of Section 7.05 of the Standard Terms.

“Outstanding” means, with respect to the Certificates, as of any date of determination, all such Certificates previously executed, authenticated and delivered under the Series Certificate Agreement except:

- (i) Certificates previously canceled by the Certificate Registrar or the Administrator or delivered to the Certificate Registrar or the Administrator for cancellation; and

- (ii) Certificates in exchange for which, or in lieu of which, other Certificates have been executed, authenticated and delivered pursuant to the Series Certificate Agreement, unless proof satisfactory to the Administrator is presented that any such Certificates are held by a bona fide purchaser.

“Outstanding Asset Balance” means, with respect to any Asset, as of any date of determination, the outstanding principal balance of such Asset as of the Date of Original Issue, as set forth in the Series Certificate Agreement (or in the case of a Substitute Asset, the outstanding principal balance of the Substitute Asset as of the Substitution Date), minus any payment of principal on such Asset received by the Administrator with respect to such Asset after the Date of Original Issue (or Substitution Date, if applicable) and on or before such date of determination.

“Owner” means, with respect to any Project, the owner of such Project and any successor owner.

“Owner Act of Bankruptcy” means an Act of Bankruptcy arising with respect to an Owner.

“Partnership Factors” means the provisions of the Series Certificate Agreement necessary for the arrangement created in the Series Certificate Agreement to be treated as a partnership under the tax laws of certain states and which will only apply to the Series Pool and the Certificates if the Series Certificate Agreement so states, in connection with the application of the definitions of “Minimum Sponsor Interest” and “Minimum Sponsor Percentage”, and Sections 3.05, 3.06, 7.04 and 11.05(e) of the Standard Terms.

“Paying Agent” means the Administrator or any other Person appointed as Paying Agent by the Administrator in accordance with Section 4.04 of the Standard Terms.

“Payment Date” means the fifteenth day of each calendar month, provided, that if such day is not a Business Day, the Payment Date will occur on the next Business Day.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

“Pledge Custodian” means Freddie Mac or any other entity appointed by Freddie Mac to serve in such capacity.

“Pledged Class A Certificate” means any (i) Available Remarketing Class A Certificate purchased with funds derived from a demand on the Liquidity Facility, which is registered in the name of the Pledge Custodian, pursuant to Section 6.06(d) of the Standard Terms, and which is pledged to Freddie Mac as security for the reimbursement obligation owed to Freddie Mac with respect to such demand on the Liquidity Facility and (ii) any Class A Certificate purchased in connection with a Special Adjustment Event and which is registered in the name of the Pledge Custodian and pledged to Freddie Mac as security for the obligations of the Sponsor under the Reimbursement Agreement.

“Predecessor Certificate” means, with respect to any Certificate, every previous Certificate evidencing all or a portion of the same Initial Certificate Balance as that evidenced by such Certificate. For the purpose of this definition, any Certificate executed, authenticated and delivered under Section 2.07 of the Standard Terms in lieu of a lost, destroyed or stolen Certificate will be deemed to evidence the same interest in the assets held by the Administrator.

“Preliminary Class A Certificate Rate” means the interest rate set pursuant to Section 5.02(b) or 5.03(a) of the Standard Terms, as applicable.

“Profits” and *“Losses”* will mean, for each Fiscal Year or other period, an amount equal to the Series Pool’s taxable income or loss for such Fiscal Year or period, except for Market Discount Gains, Capital Gains and Capital Losses, determined in accordance with Section 703(a) of the Code, which for this purpose, will include all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code, with the following adjustments:

(a) Any income of the Series Pool that is exempt from Federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition will be added to such taxable income or loss;

(b) Any expenditures of the Series Pool described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken into account in computing Profits or Losses pursuant to this definition will be subtracted from such taxable income or loss; and

(c) Any amounts paid by the Sponsor pursuant to Sections 3.04 or 3.05 of the Standard Terms will be treated as payments of expenses by the Series Pool.

Notwithstanding any of the foregoing, any items which are specially allocated pursuant to Section 11.05 will not be taken into account in computing Profits or Losses.

“Proceeding” means any suit in equity, action at law or other judicial or administrative proceeding.

“Project” means the related multifamily development financed with proceeds of a series of Bonds or a Mortgage Loan.

“Property” and *“Series Pool Property”* means (i) the Assets and all Asset Payments made from and after the Date of Original Issue and certificates and instruments, if any, representing the Assets, (ii) the Distribution Account (including any amounts held therein), (iii) the Credit Enhancement and the Liquidity Facility and (iv) all proceeds of the foregoing of every kind and nature.

“Proportional Amount” means Current Certificate Balances of Class A Certificates and/or Class B Certificates, depending on the context in which such term is used, in the proportion set forth in the Series Certificate Agreement.

“Purchase Date” means any date on which the Class A Certificates, other than Affected Certificates and Pledged Class A Certificates, are eligible for purchase pursuant to an exercise of the Tender Option, as specified in Section 6.03 of the Standard Terms.

“Purchase Price” means, with respect to any Class A Certificate, an amount equal to the sum of (i) the Current Certificate Balance of such Class A Certificate and (ii) the accrued and unpaid Required Class A Certificate Interest Distribution Amount on such Current Certificate Balance to but not including the Purchase Date; provided, that “Class A Certificates”, for purposes of this definition, refers solely to Class A Certificates that are not Affected Certificates.

“Purchase Price Excess” will have the meaning set forth in Section 6.06(b) of the Standard Terms.

“Rating Agency” shall mean each institution that at the request of Freddie Mac provides a rating with respect to the Class A Certificates, as set forth in the Series Certificate Agreement. For purposes of the Series Certificate Agreement, “applicable Rating Agency” refers to all institutions that are rating such Class A Certificates at such time.

“Redemption Date” means any day on which payments of principal or Redemption Premium with respect to any Bond are to be distributed to Holders of Class A Certificates, which day will be a Payment Date.

“Redemption Notice” means a notice of a Redemption Date.

“Redemption Premium” means, with respect to any Asset, any portion of a payment made in connection with the payment of all or a portion of the Outstanding Asset Balance that is in excess of the sum of (i) the Outstanding Asset Balance or the portion of such Outstanding Asset Balance that was paid, as the case may be, and (ii) interest accrued at the Asset Rate on the applicable Outstanding Asset Balance (if any) from and including the last Asset Interest Payment Date to but excluding the Asset Redemption Date.

“Redemption Premium Payment” means the respective portions of the Redemption Premium payable to Holders in accordance with the definitions of “Disposition Gain” and “Gain Share”.

“Redemption Record Date” means, with respect to a Redemption Date, the close of business on the last day of the month prior to the month in which such Redemption Date occurs.

“Registered Holder” means the Person in whose name a Certificate is registered on the Certificate Register.

“Regular Record Date” means, with respect to any Payment Date, including a Redemption Date, the last day of the month preceding the month in which such Payment Date occurs.

“Regulations” means the Treasury Regulations promulgated under the Code, as such regulations are in effect on the date of the Series Certificate Agreement.

“Regulatory Allocations” will have the meaning set forth in Section 11.05(d) of the Standard Terms.

“Reimbursement Agreement” means the Bond Exchange, Reimbursement, Pledge and Security Agreement dated as of April 1, 2004 between the Sponsor and Freddie Mac, as amended or supplemented.

“Release Event” means, with respect to any Asset, the occurrence of either (i) an event of default pursuant to the related Bond Documents or Mortgage Loan Documents, (ii) the failure of the related Project to achieve stabilization by the date required by the terms of the Reimbursement Agreement, (iii) the Sponsor’s delivery of notice to the Administrator that the Sponsor has elected to purchase the Asset pursuant to the terms of the Reimbursement Agreement, (iv) the Sponsor’s delivery of notice to the Administrator that the Sponsor has elected to purchase a portion of the Asset in connection with a substitution of Assets as provided in Section 3.10, or (v) the termination of the Series.

“Release Event Date” means the Payment Date on which the payment of the Release Purchase Price is to be made by the Administrator concurrent with the provision of notice to the Holders that a Release Event has occurred.

“Release Purchase Price” means, with respect to any Asset, an amount equal to the then outstanding principal amount of such Asset plus accrued interest on such Asset to, but not including, the Release Event Date.

“Remarketing Agent” means the remarketing agent named in the Series Certificate Agreement, and its successors and assigns.

“Remarketing Agent Fee” will have the meaning set forth in the Remarketing Agreement.

“Remarketing Agent Fee Rate” will have the meaning set forth in the Remarketing Agreement.

“Remarketing Agent Notice” means the notice given by the Remarketing Agent to the Administrator and Freddie Mac pursuant to Section 6.06(a)(iii) of the Standard Terms with respect to remarketing proceeds received by the Remarketing Agent related to remarketed Class A Certificates.

“Remarketing Agreement” means, with respect to each Series of Class A Certificates, the Certificate Purchase and Remarketing Agreement dated as of April 1, 2004 among Freddie Mac, the Sponsor, the Initial Purchaser and the Remarketing Agent, as amended or supplemented.

“Required Class A Certificate Interest Distribution Amount” means, subject to Section 1.02 of the Standard Terms, with respect to any Class A Certificate, and for any Payment Date, the aggregate of the amounts of interest accrued, for each day in the Accrual Period related to such Payment Date, at the Reset Rate in effect on each such day, on the Current Certificate Balance of such Certificate for each such day.

“Required Class B Certificate Consent” means the prior consent of the Holders of Class B Certificates representing at least 51% of the Aggregate Outstanding Class B Certificate Balance, which consent will be deemed to have been given without any action being taken by the applicable Holder unless the Holder provides to the Administrator an executed notice of refusal of consent in form reasonably acceptable to the Administrator.

“Reset Date” means a Weekly Reset Date, a Monthly Reset Date or a Term Reset Date on which the Reset Rate is to be determined by the Remarketing Agent.

“Reset Rate” means the per annum rate at which interest accrues on the Current Certificate Balance of the Class A Certificates from time to time, as determined from time to time by the Remarketing Agent pursuant to Article V of the Standard Terms, subject to, on any day in an Accrual Period, the Maximum Reset Rate for such day.

“Reset Rate Method” means, on any day, the method in effect for determining the Reset Rate for a weekly, monthly or term interval, as applicable, pursuant to Article V of the Standard Terms.

“Reset Rate Method Change Date” means any date on which a change in the Reset Rate Method from a Weekly Reset Rate Method, a Monthly Reset Rate Method or a Term Reset Rate Method to another Reset Rate Method takes effect pursuant to Article V of the Standard Terms.

“Reset Rate Method Change Notice” means the notice given to the Remarketing Agent and the Administrator, and by the Administrator to the Registered Holders, pursuant to Section 5.02(c) or Section 5.03(c) of the Standard Terms.

“Responsible Officer” means, as to Freddie Mac or the Administrator, any of the President, any Vice President, any Managing Director, the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer of such entity.

“Retention Notice” means the notice delivered by or on behalf of a Holder of a Class A Certificate pursuant to Section 6.07 of the Standard Terms.

“Section 761 Election” means the election to exclude the Series Pool from the application of all of the provisions of Subchapter K of the Code, if such election is permitted to be taken pursuant to the Regulations.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and any successor statute thereto.

“Securities Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, and any successor statute thereto.

“Selected by Lot” means, with respect to Class A Certificates held by DTC, the procedure by which Holders of Certificates are selected to be affected by a given action affecting less than all of the Holders under any CUSIP number are selected, which procedure will be initiated by the Administrator by notifying DTC of a requirement for such a selection. With respect to such Certificates, DTC will select, in such manner as it determines from a position listing of the aggregate Current Certificate Balances of such Class A Certificates as of the close of business on the date of such notice, the interests in Class A Certificates held by DTC Participants with respect to which such action will be taken. DTC will give the DTC Participant(s) for the interests so selected written notice of the selection, which will specify the date and nature of such action and the aggregate Current Certificate Balance of Class A Certificates to be selected. Each such DTC Participant will

thereupon select, in such manner as it determines, the Holders with respect to whose interests such action will be taken. The Remarketing Agent will contact each such DTC Participant to request such DTC Participant to disclose to the Remarketing Agent the Holders so selected. With respect to the Class B Certificates and any Class A Certificates not held by DTC, “*Selected by Lot*” means selected by the Administrator by lot or in such other manner as the Administrator, in its discretion, deems fair.

“*Series*” means a separate series of Certificates issued pursuant to a Series Certificate Agreement and having the numerical or other designation specified therein.

“*Series Certificate Agreement*” means the Series Certificate Agreement into which the Standard Terms have been incorporated, including all schedules, exhibits, appendices and amendments, and pursuant to which the related Series Pool is created and related Certificates are issued.

“*Series Expiration Date*” means the date on which the final payment of principal and interest with respect to the Class A Certificates has been distributed by the Administrator pursuant to Article IV of the Standard Terms.

“*Series Pool*” means a discrete pool formed by Freddie Mac consisting of Assets with respect to which Freddie Mac has elected partnership status.

“*Series Termination Event*” means the occurrence of any of the following events:

- (i) the Series Expiration Date;
- (ii) the Exchange Date on which all Certificates are exchanged for Assets or sales proceeds in connection with a Tender Option Termination Event or a Liquidity Failure;
- (iii) the Mandatory Tender Date relating to a Mandatory Tender Event arising in connection with a Liquidity Provider Termination Event or following a Sponsor Act of Bankruptcy (if applicable) or a Clean-Up Event; or
- (iv) the date on which the Optional Disposition Right has been exercised with respect to the last Class A Certificate (unless such Class A Certificate has been remarketed).

“*Servicer*” means the party designated as the Servicer in the Series Certificate Agreement.

“*Servicing Fee*” means the fee payable to the Servicer in accordance with the servicing arrangement between Freddie Mac and the Servicer.

“*Special Adjustment Date*” means the Mandatory Tender Date arising from a Special Adjustment Event.

“*Special Adjustment Event*” means the occurrence of (i) the receipt of principal paid with respect to any “Class B Certificates” of another Series, as described in Section 7.02 of the Standard Terms, or, if applicable, (ii) the payment by the Sponsor of amounts pursuant to the Reimbursement Agreement relating to a conversion of the related Bond Mortgage Loan or Mortgage Loan from the construction period to the permanent period.

“*Special Adjustment Event Notice*” means the notice given to the Administrator by Freddie Mac pursuant to Section 7.02 of the Standard Terms.

“*Specified Party*” means, collectively, the Administrator, Freddie Mac, the Remarketing Agent and any Holder of Class B Certificates or any Affiliate of any such Person.

“Sponsor” means the party designated as the Sponsor in the Series Certificate Agreement.

“Sponsor Act of Bankruptcy” means an Act of Bankruptcy arising with respect to the Sponsor.

“S&P” shall mean Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc, or its successor in interest. If neither such rating agency nor any successor remains in existence, *“S&P”* shall be deemed to refer to such other nationally recognized statistical rating agency or other comparable Person designated by Freddie Mac, notice of which designation shall be given to the Administrator, the Sponsor and the Remarketing Agent, and specific ratings of S&P referenced herein shall be deemed to refer to the equivalent ratings of the party so designated.

“Standard Terms” means the Standard Terms of Series Certificate Agreement, together with all exhibits, as it may be amended or supplemented from time to time.

“State” means any one of the 50 states of the United States of America, or the District of Columbia.

“Substitute Asset” means any new Asset delivered in substitution for an existing Asset in accordance with Section 3.10 of the Series Certificate Agreement on a Substitution Date.

“Substitution Date” means any date on which a substitution of Assets is effected in accordance with the Series Certificate Agreement.

“Tender Advice” means the notice delivered by the Administrator to Freddie Mac pursuant to Section 6.03 or 6.05 of the Standard Terms.

“Tender Option” means the right granted to the Holders of Class A Certificates pursuant to Section 6.01 (a) of the Standard Terms to tender or cause to be tendered such Class A Certificates (other than Affected Certificates or Pledged Class A Certificates) for purchase by the Administrator from amounts deposited pursuant to Section 6.06 of the Standard Terms.

“Tender Option Termination Event” means:

(a) if Freddie Mac fails to pay under the Credit Enhancement set forth in Section 4.11 of the Standard Terms, and such failure continues for a period of three (3) Business Days; or

(b) if the rating of the long-term senior debt of Freddie Mac is reduced below “investment grade” (being “Baa3” in the case of Moody’s and “BBB-” in the case of Fitch and S&P) by each Rating Agency rating such debt.

“Tender Option Termination Notice” means the notice given by the Administrator to the Registered Holders pursuant to Section 7.01 of the Series Certificate Agreement in connection with the occurrence of a Tender Option Termination Event.

“Tendered Class A Certificates” means any Certificate as to which an Exercise Notice has been given.

“Term Effective Date” means the date on which a particular Term Reset Rate will be effective.

“Term Reset Date” means the Business Day immediately preceding a Term Effective Date.

“Term Reset Method Notice” means the notice given to the Remarketing Agent and the Administrator, and given by the Administrator to the Registered Holders, pursuant to Section 5.03(b) of the Standard Terms.

“Term Reset Rate” means a Reset Rate determined by the Remarketing Agent for a specified term as provided in Article V of the Standard Terms.

“Term Reset Rate Method” means the method used to determine the Term Reset Rate in accordance with Article V of the Standard Terms.

“Terminating Mandatory Tender Date” means a Mandatory Tender Date relating to a Mandatory Tender Event arising in connection with a Liquidity Provider Termination Event, a Clean-Up Event or, if applicable, following a Sponsor Act of Bankruptcy.

“UCC” means the Uniform Commercial Code as in effect in the relevant jurisdiction.

“Vice President” means, with respect to Freddie Mac and the Administrator, any Senior Vice President, Vice President, or Assistant Vice President.

“Weekly Reset Date” means Wednesday of each week, or if Wednesday is not a Business Day, the immediately preceding Business Day, provided that, if the Reset Rate Method is being changed to the Weekly Reset Rate Method, the initial Weekly Reset Date will be the Business Day preceding the Reset Rate Change Date.

“Weekly Reset Rate” means a Reset Rate that is determined by the Remarketing Agent on a weekly basis as provided in Article V of the Standard Terms.

“Weekly Reset Rate Method” means the method used to determine the Weekly Reset Rate in accordance with Article V of the Standard Terms.

“Weighted Average Asset Rate” means, as of any date of determination, (i) the aggregate of, for each Asset, the product of the Outstanding Asset Balance and the related Asset Rate, divided by (ii) the Aggregate Outstanding Asset Balance, expressed as a percentage.