

Offering Circular Supplement
(To Offering Circular
Dated February 23, 2017)

\$358,455,000
(Approximate)



Freddie Mac
Structured Pass-Through Certificates (SPCs)
Series K-J22

Offered Classes: Classes of SPCs shown below
Underlying Classes: Each Class of SPCs represents a pass-through interest in a separate class of securities issued by the Underlying Trust
Underlying Trust: FREMF 2018-KJ22 Mortgage Trust
Mortgages: Floating-rate and fixed-rate, junior-lien, multifamily mortgages
Underlying Originators: Berkadia Commercial Mortgage LLC, Berkeley Point Capital LLC, Captial One Multifamily Finance, LLC, CBRE Capital Markets, Inc., Grandbridge Real Estate Capital LLC, Holliday Fenoglio Fowler, L.P., Hunt Mortgage Partners, LLC, Jones Lang LaSalle Multifamily, LLC, KeyBank National Association, NorthMarq Capital, LLC, PGIM Real Estate Finance, LLC, PNC Bank, National Association, Prudential Affordable Mortgage Company, LLC, Walker & Dunlop, LLC and Wells Fargo Bank, National Association
Underlying Seller: Freddie Mac
Underlying Depositor: Banc of America Merrill Lynch Commercial Mortgage Inc.
Underlying Master Servicer: Freddie Mac
Underlying Primary Special Servicer: CWCcapital Asset Management LLC
Underlying Backup Special Servicer: KeyBank National Association
Underlying Trustee: U.S. Bank National Association
Underlying Certificate Administrator and Custodian: U.S. Bank National Association
Payment Dates: Monthly beginning in December 2018
Optional Retirement: The Underlying Classes in each certificate group are subject to certain liquidation rights as described in this Supplement; the SPCs are not subject to a clean-up call right
Form of SPCs: Book-entry on DTC System
Offering Terms: The placement agents named below are offering the SPCs in negotiated transactions at varying prices, and in accordance with the selling restrictions set forth in *Appendix A*; it is expected that we will purchase a portion of A-FL and all or a portion of X, XI and XP
Closing Date: On or about November 19, 2018

Class	Approximate Original Principal Balance or Notional Amount(1)	Class Coupon	CUSIP Number	Final Payment Date
Floating Loan Group				
A-FL	\$ 15,370,000	(2)	3137FJYC7	January 25, 2024
XI	18,083,375	(2)	3137FJYE3	January 25, 2024
XP	18,083,375	(2)	3137FJYF0	September 25, 2023
Fixed Loan Group				
A-1	\$135,472,000	3.45400%	3137FJYA1	May 25, 2023
A-2	207,613,000	4.09400%	3137FJYB9	September 25, 2024
X	428,856,439	(2)	3137FJYD5	October 25, 2028

(1) Approximate. May vary by up to 5%.
(2) See *Terms Sheet — Interest*.

The SPCs may not be suitable investments for you. You should not purchase SPCs unless you have carefully considered and are able to bear the associated prepayment, interest rate, yield and market risks of investing in them. *Certain Risk Considerations* on page S-2 highlights some of these risks.

You should purchase SPCs only if you have read and understood this Supplement, our Giant and Other Pass-Through Certificates (Multifamily) Offering Circular dated February 23, 2017 (the “**Offering Circular**”) and the other documents identified under *Available Information*.

We guarantee certain principal and interest payments on the SPCs. These payments are not guaranteed by, and are not debts or obligations of, the United States or any federal agency or instrumentality other than Freddie Mac. The SPCs are not tax-exempt. Because of applicable securities law exemptions, we have not registered the SPCs with any federal or state securities commission. No securities commission has reviewed this Supplement. We have not engaged any rating agency to rate the SPCs.

Lead Manager and Sole Bookrunner

BofA Merrill Lynch

Co-Managers

Barclays

Hunt Financial Securities

Morgan Stanley

Multi-Bank Securities, Inc.

November 7, 2018

CERTAIN RISK CONSIDERATIONS

Although we guarantee the payments on the SPCs, and so bear the associated credit risk, as an investor you will bear the other risks of owning mortgage securities. This section highlights some of these risks. You should also read *Risk Factors* and *Prepayment, Yield and Suitability Considerations* in the Offering Circular and *Risk Factors* in the Information Circular for further discussions of these risks.

SPCs May Not be Suitable Investments for You. The SPCs are complex securities. You should not purchase SPCs unless you are able to understand and bear the associated prepayment, basis, termination, retirement, interest rate, yield and market risks.

Two Groups of SPCs. A-FL, XI and XP are referred to as the “**Floating Loan Group SPCs**” and will be backed by the certificates from the Underlying Trust that are entitled to distributions attributable to the Mortgages in the **Floating Loan Group** (i.e., Mortgages that, in the absence of default, have **LIBOR**-based floating mortgage interest rates). A-1, A-2 and X are referred to as the “**Fixed Loan Group SPCs**” and will be backed by the certificates from the Underlying Trust that are entitled to distributions attributable to the Mortgages in the **Fixed Loan Group** (i.e., Mortgages that, in the absence of default, have fixed mortgage interest rates). No class of Floating Loan Group SPCs will be entitled to any distributions with respect to the Mortgages in the Fixed Loan Group and no class of Fixed Loan Group SPCs will be entitled to any distributions with respect to the Mortgages in the Floating Loan Group. Floating Loan Group SPCs and Fixed Loan Group SPCs are each, respectively, an “**SPC Group**.”

Prepayments Can Reduce Your Yield. Your yield could be lower than you expect if:

- You buy A-FL, A-1 or A-2 at a premium over its principal balance, or if you buy XI or X, and prepayments on the underlying Mortgages in the related **Loan Group** are faster than you expect.
- You buy A-FL, A-1 or A-2 at a discount to its principal balance and prepayments on the underlying Mortgages in the related Loan Group are slower than you expect.

With respect to the Floating Loan Group SPCs, rapid prepayments on the Mortgages in the related Loan Group, especially those with relatively high interest rate margins over LIBOR, would reduce the yields on A-FL and XI, and because XI is an Interest Only Class could even result in the failure of investors in that Class to recover their investment.

If the holders of a majority interest in XP (initially expected to be Freddie Mac) exercise their right to direct waivers of the borrowers' obligations to pay **Static Prepayment Premiums** in connection with prepayments of Mortgages in the Floating Loan Group, the borrowers would have an incentive to prepay their Mortgages, which could result in the Mortgages in the Floating Loan Group experiencing a higher than expected rate of prepayments. If the holders of a majority interest in X (initially expected to be Freddie Mac) exercise their right to direct waivers of the borrowers' obligations to pay **Static Prepayment Premiums or Yield Maintenance Charges** in connection with prepayments of Mortgages in the Fixed Loan Group, the borrowers would have an incentive to prepay their Mortgages, which could result in the Mortgages in the Fixed Loan Group experiencing a higher than expected rate of prepayments. See *Payments — Static Prepayment Premiums and Yield Maintenance Charges* in this Supplement and *Risk Factors — Risks Related to the Offered Certificates — The Underlying Mortgage Loans in the Related Loan Group May Experience a Higher Than Expected Rate of Prepayment Due to the Right of a Majority of Holders of Class XP and X Certificates to Cause the Waiver of Static Prepayment Premiums or Yield Maintenance Charges and Due to Limited Prepayment Protection in the Related Loan Group* in the Information Circular.

With respect to the Fixed Loan Group SPCs, rapid prepayments on the Mortgages in the related Loan Group, especially those with relatively high interest rates, would reduce the yield on X, and because X is an Interest Only Class, could even result in the failure of investors in that Class to recover their investment.

LIBOR Levels Can Reduce the Yield on A-FL. With respect to A-FL, your yield could be lower than you expect if LIBOR levels are lower than you expect. In addition, see *Risk Factors — Risks Related to the Underlying Mortgage Loans — Changes to, or Elimination of, LIBOR Could Adversely Affect Your Investment in the Offered Floating Loan Group Certificates* in the Information Circular.

A-FL, X and XI are Subject to Basis Risk. A-FL is subject to a cap on its Class Coupon based on, and the Class Coupon of X and XI is based on, the related **Weighted Average Net Mortgage Pass-Through Rate**. As a result, these Classes will be subject to basis risk, which may reduce their yields.

The SPCs are Subject to Retirement Risk. If the Underlying Classes in either **Certificate Group** are retired, the effect on the related SPCs will be similar to a full prepayment of all the Mortgages in the related Loan Group.

The SPCs are Subject to Market Risks. You will bear all of the market risks of your investment. The market value of your SPCs will vary over time, primarily in response to changes in prevailing interest rate margins over LIBOR with respect to the Floating Loan Group SPCs and prevailing interest rates with respect to the Fixed Loan Group SPCs. If you sell your SPCs when their market value is low, you may experience significant losses. The placement agents named on the front cover (the “**Placement Agents**”) intend to deliver the SPCs on our behalf to third party purchasers (except it is expected that we will purchase all or a portion of A-FL, X, XI and XP); however, if the SPCs are not placed with third parties, they will be resold to us by the Placement Agents.

The SPCs Will Not Be Rated. The SPCs will not be rated by any **NRSRO** (unless an NRSRO issues an unsolicited rating), which may adversely affect the ability of an investor to purchase or retain, or otherwise impact the liquidity, market value and regulatory characteristics of, the SPCs.

Payments of Additional Interest Distribution Amounts will Reduce the Yield of XI and X. The yield of XI will be reduced to the extent that **Floating Loan Group Additional Interest Distribution Amounts** are required to be paid to the series 2018-KJ22 class B-FL certificates from amounts otherwise payable to the series 2018-KJ22 class XI certificates. The yield of X will be reduced to the extent that **Fixed Loan Group Additional Interest Distribution Amounts** are required to be paid to the series 2018-KJ22 class B-FX certificates from amounts otherwise payable to the series 2018-KJ22 class X certificates. See *Description of the Certificates — Distributions — Interest Distributions (Floating Loan Group Certificates)* and *Interest Distributions (Fixed Loan Group Certificates)* in the Information Circular.

The Yield on XI Will Be Extremely Sensitive to Actions of the Holders of a Majority Interest in XP. The yield to maturity on XI will be extremely sensitive to any election by holders of a majority interest in XP to waive payments of Static Prepayment Premiums, because such waivers would tend to increase the rate of prepayments on the Mortgages, which would result in a faster than anticipated reduction in the notional amount of XI. See *Description of the Underlying Mortgage Loans — Certain Terms and Conditions of the Underlying Mortgage Loans — Prepayment Provisions* in the Information Circular.

The Yield on X Will Be Extremely Sensitive to Actions of the Holders of a Majority Interest in X. The yield to maturity on X will be extremely sensitive to any election by holders of a majority interest in X to waive payments of Static Prepayment Premiums or Yield Maintenance Charges, because such waivers would tend to increase the rate of prepayments on the Mortgages, which would result in a faster than anticipated reduction in the notional amount of X. See *Description of the Underlying Mortgage Loans — Certain Terms and Conditions of the Underlying Mortgage Loans — Prepayment Provisions* in the Information Circular.

TERMS SHEET

This Terms Sheet contains selected information about this Series. You should refer to the remainder of this Supplement and to the Offering Circular and the attached Information Circular for further information.

The Offering Circular defines many of the terms we use in this Supplement. The Underlying Depositor's Information Circular dated the same date as this Supplement (the "**Information Circular**"), attached to this Supplement, defines terms that appear in **bold type** on their first use and are not defined in this Supplement or the Offering Circular.

In this Supplement, we sometimes refer to Classes of SPCs only by their number and/or letter designations. For example, "A-1" refers to the A-1 Class of this Series.

General

Each Class of SPCs represents the entire undivided interest in a separate pass-through pool. Each pass-through pool consists of a class of securities (each, an "**Underlying Class**") issued by the Underlying Trust. Each Underlying Class has the same designation as its corresponding Class of SPCs. Each Mortgage is a junior-lien, multifamily balloon mortgage loan that provides for (1) an amortization schedule that is significantly longer than its remaining term to stated maturity or no amortization prior to stated maturity; and (2) a substantial payment of principal on its maturity date. Each Mortgage in the Floating Loan Group bears interest at a floating rate, and each Mortgage in the Fixed Loan Group bears interest at a fixed rate.

In addition to the Underlying Classes, the Underlying Trust is issuing three other classes of securities: the series 2018-KJ22 class B-FL, class B-FX and class R certificates.

Interest

Floating Loan Group SPCs

A-FL will bear interest at a Class Coupon equal to the lesser of:

- LIBOR plus 0.43000%; and
- The Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group minus the applicable **Guarantee Fee Rate** (*provided* that in no event will the Class Coupon of A-FL be less than zero).

XI will bear interest at a Class Coupon equal to the interest rate of its Underlying Class, which is equal to the weighted average of the **Class XI Strip Rates**, as described in the Information Circular. The interest payable to XI on any Payment Date will be reduced by the amount of any Floating Loan Group Additional Interest Distribution Amounts distributed to the series 2018-KJ22 class B-FL certificates on the related Payment Date as described under *Description of the Certificates — Distributions — Interest Distributions (Floating Loan Group Certificates)* in the Information Circular.

Accordingly, the Class Coupons of A-FL and XI will vary from month to month. The initial Class Coupon of A-FL is approximately 2.73688% per annum, based on LIBOR for the first **Interest Accrual Period** of 2.30688%. The initial Class Coupon of XI is approximately 1.14926% per annum after giving effect to any payments of Floating Loan Group Additional Interest Distribution Amounts.

XP does not have a principal balance or Class Coupon and is not entitled to payments of principal or interest.

See *Payments — Interest* in this Supplement and *Description of the Underlying Mortgage Loans — Certain Terms and Conditions of the Underlying Mortgage Loans — Mortgage Interest Rates; Calculations of Interest, Description of the Certificates — Distributions — Interest Distributions (Floating Loan Group Certificates)* and — *Calculation of Pass-Through Rates* in the Information Circular.

Fixed Loan Group SPCs

A-1 and A-2 each will bear interest at a Class Coupon shown on the front cover.

X will bear interest at a Class Coupon equal to the interest rate of its Underlying Class, which is equal to the weighted average of the **Class X Strip Rates**, as described in the Information Circular. The interest payable to X on any Payment Date will be reduced by the amount of any Fixed Loan Group Additional Interest Distribution Amounts distributed to the series 2018-KJ22 class B-FX certificates on the related Payment Date as described under *Description of the Certificates — Distributions — Interest Distributions (Fixed Loan Group Certificates)* in the Information Circular.

Accordingly, the Class Coupon of X will vary from month to month. The initial Class Coupon of X is approximately 0.00000% per annum after giving effect to any payments of Fixed Loan Group Additional Interest Distribution Amounts.

See *Payments — Interest* in this Supplement and *Description of the Underlying Mortgage Loans — Certain Terms and Conditions of the Underlying Mortgage Loans — Mortgage Interest Rates; Calculations of Interest, Description of the Certificates — Distributions — Interest Distributions (Fixed Loan Group Certificates)* and — *Calculation of Pass-Through Rates* in the Information Circular.

Interest Only (Notional) Classes

Neither XI nor X will receive principal payments. To calculate interest payments, XI has a notional amount equal to the sum of the then-current principal balances of Underlying Class A-FL and the series 2018-KJ22 class B-FL certificates, and X has a notional amount equal to the sum of the then-current principal balances of Underlying Classes A-1 and A-2 and the series 2018-KJ22 class B-FX certificates.

XP is not entitled to payments of interest or principal.

For more specific information with respect to XI and X, see *Description of the Certificates — Distributions — Interest Distributions (Floating Loan Group Certificates)* and — *Interest Distributions (Fixed Loan Group Certificates)* in the Information Circular.

Principal

On each Payment Date, we pay principal on each of A-FL, A-1 and A-2 in an amount equal to the principal, if any, required to be paid on that Payment Date on its corresponding Underlying Class.

See *Payments — Principal* and *Prepayment and Yield Analysis* in this Supplement and *Description of the Certificates — Distributions — Principal Distributions (Floating Loan Group Certificates)* and *— Principal Distributions (Fixed Loan Group Certificates)* in the Information Circular.

Static Prepayment Premiums and Yield Maintenance Charges

Our guarantee does not cover the payment of any **Yield Maintenance Charges**, Static Prepayment Premiums or any other prepayment premiums related to the Mortgages.

Any Static Prepayment Premiums or Yield Maintenance Charges distributed to Underlying Classes A-1, A-2, XP or X will be passed through to the corresponding Classes of SPCs.

The Underlying Master Servicer, the Underlying Primary Special Servicer or the Underlying Backup Special Servicer, as applicable, will be required to waive any obligation of the related borrower to pay a Static Prepayment Premium or Yield Maintenance Charge in connection with any prepayment of any Mortgage in the related Loan Group upon written direction by certificateholders representing a majority, by outstanding notional amount, of XP or X, as applicable, exercising their sole discretion. Freddie Mac is expected to be the initial holder of XP and X. We may be more likely to direct a waiver of a Static Prepayment Premium for a Mortgage in the Floating Loan Group in certain circumstances, such as if the prepayment will be made in connection with a refinancing of such Mortgage that meets certain conditions. See *Description of the Underlying Mortgage Loans — Certain Terms and Conditions of the Underlying Mortgage Loans — Prepayment Provisions* in the Information Circular.

Floating Loan Group

Any Static Prepayment Premium received in respect of any of the Mortgages in the Floating Loan Group will be distributed to Underlying Class XP, as described under *Description of the Certificates — Distributions — Distributions of Static Prepayment Premiums and Yield Maintenance Charges* in the Information Circular.

Fixed Loan Group

Any Static Prepayment Premium or Yield Maintenance Charge collected in respect of any of the Mortgages in the Fixed Loan Group will be distributed to Underlying Classes A-1 and A-2, the series 2018-KJ22 class B-FX certificates and Underlying Class X in the proportions described under *Description of the Certificates — Distributions — Distributions of Static Prepayment Premiums and Yield Maintenance Charges* in the Information Circular.

Federal Income Taxes

If you own a Class of SPCs, you will be treated for federal income tax purposes as owning an undivided interest in the related Underlying Class. Each of Underlying Classes A-FL, A-1 and A-2 represents ownership in a REMIC “regular interest”. Underlying Classes XI and X represent ownership

in a REMIC “regular interest” and the obligation to pay Floating Loan Group Additional Interest Distribution Amounts or Fixed Loan Group Additional Interest Distribution Amounts, respectively. Underlying Class XP represents ownership of certain assets held in a grantor trust.

See *Certain Federal Income Tax Consequences* in this Supplement, in the Offering Circular and in the Information Circular.

Weighted Average Lives

The Information Circular shows the weighted average lives and declining principal balances for Underlying Classes A-FL, A-1 and A-2 and the weighted average lives and pre-tax yields for Underlying Classes XI and X, in each case, based on the applicable assumptions described in the Information Circular. The weighted average lives, declining principal balances and pre-tax yields, as applicable, for each Class of SPCs would be the same as those shown in the Information Circular for its corresponding Underlying Class, based on these assumptions. However, these assumptions are likely to differ from actual experience in many cases.

See *Yield and Maturity Considerations — Weighted Average Lives of the Offered Principal Balance Certificates*, — *Yield Sensitivity of the Class XI and X Certificates* and *Exhibits D and E* in the Information Circular.

AVAILABLE INFORMATION

You should purchase SPCs only if you have read and understood:

- This Supplement.
- The Offering Circular.
- The attached Information Circular.
- The Incorporated Documents listed under *Additional Information* in the Offering Circular.

This Supplement incorporates the Offering Circular, including the Incorporated Documents, by reference. When we incorporate documents by reference, that means we are disclosing information to you by referring to those documents rather than by providing you with separate copies. The Offering Circular, including the Incorporated Documents, is considered part of this Supplement. Information that we incorporate by reference will automatically update information in this Supplement. You should rely only on the most current information provided or incorporated by reference in this Supplement.

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

You can obtain, without charge, copies of the Offering Circular, including the Incorporated Documents, any documents we subsequently file with the SEC, the Multifamily Pass-Through Trust Agreement and current information concerning the SPCs, as well as the disclosure documents and current information for any other securities we issue, from:

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

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

Internet Website*: www.freddiemac.com

* We are providing this internet address solely for the information of investors. We do not intend this internet address to be an active link and we are not using references to this address to incorporate additional information into this Supplement, except as specifically stated in this Supplement.

You can also obtain the documents listed above from the Placement Agent named below at:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
Attn: CMBS Prospectus Department
One Bryant Park, NY-100-11-07
New York, New York 10036
(646) 855-2457

The Underlying Depositor has prepared the Information Circular in connection with its sale of the Underlying Classes to us. The Underlying Depositor is responsible for the accuracy and completeness of the Information Circular, and we do not make any representations that it is accurate or complete.

GENERAL INFORMATION

Multifamily Pass-Through Trust Agreement

We will form a trust fund to hold the Underlying Classes and to issue the SPCs, each pursuant to the Multifamily Pass-Through Certificates Master Trust Agreement dated February 23, 2017 and a Terms Supplement dated the Closing Date (together, the **“Multifamily Pass-Through Trust Agreement”**). We will act as Trustee and Administrator under the Multifamily Pass-Through Trust Agreement.

You should refer to the Multifamily Pass-Through Trust Agreement for a complete description of your rights and obligations and those of Freddie Mac. You will acquire your SPCs subject to the terms and conditions of the Multifamily Pass-Through Trust Agreement, including the Terms Supplement.

Form of SPCs

The SPCs are issued, held and transferable on the DTC System. DTC or its nominee is the Holder of each Class. As an investor in SPCs, you are not the Holder. See *Description of Pass-Through Certificates — Form, Holders and Payment Procedures* in the Offering Circular.

Denominations of SPCs

A-FL, A-1 and A-2 will be issued, and may be held and transferred, in minimum original principal amounts of \$1,000 and additional increments of \$1. XI, XP and X will be issued, and may be held and transferred, in minimum original notional principal amounts of \$100,000 and additional increments of \$1. The XP notional amount will only be used for the purpose of calculating the percentage interest of a Holder and does not represent any entitlement to receive any distributions other than the Static Prepayment Premiums attributable to the Floating Loan Group, if any.

Structure of Transaction

General

Each Class of SPCs represents the entire interest in a pass-through pool consisting of its corresponding Underlying Class. Each Underlying Class represents an interest in the Underlying Trust formed by the Underlying Depositor. The Underlying Trust consists primarily of the Mortgages

described under *Description of the Underlying Mortgage Loans* in the Information Circular. Each Class of SPCs receives the payments of principal, interest, Static Prepayment Premiums and/or Yield Maintenance Charges required to be made on its corresponding Underlying Class.

In addition to the Underlying Classes, the Underlying Trust is issuing three other classes, which are subordinate to Underlying Classes A-FL, A-1, A-2, XI and X to the extent described in the Information Circular. These additional classes will not be assets underlying the Classes of SPCs offered hereby. The pooling and servicing agreement for the Underlying Trust (the “**Pooling Agreement**”) governs the Underlying Classes and these additional classes.

Each Underlying Class will bear interest at the same rate (if such Underlying Class bears interest), and at all times will have the same principal balance or notional amount, as its corresponding Class of SPCs. On the Closing Date, we will acquire the Underlying Classes from the Underlying Depositor. We will hold the Underlying Classes in certificated form on behalf of investors in the SPCs.

See *Description of Pass-Through Certificates — Structured Pass-Through Certificates* in the Offering Circular.

Credit Enhancement Features of the Underlying Trust

Underlying Classes A-FL and XI will have a payment priority over the series 2018-KJ22 class B-FL certificates and Underlying Classes A-1, A-2 and X will have a payment priority over the series 2018-KJ22 class B-FX certificates, in each case, issued by the Underlying Trust to the extent described in the Information Circular. Subordination is designed to provide the holders of those Underlying Classes with protection against most losses realized when the remaining unpaid amount on a Mortgage exceeds the amount of net proceeds recovered upon the liquidation of that Mortgage. In general, this is accomplished by allocating the **Realized Losses** among subordinated certificates in the related Loan Group as described in the Information Circular. See *Description of the Certificates — Distributions — Subordination (Floating Loan Group Certificates)* and *— Subordination (Fixed Loan Group Certificates)* in the Information Circular.

Upon the occurrence and continuation of a **Floating Loan Group Waterfall Trigger Event**, Underlying Class A-FL will receive all of the principal payments on the Mortgages in the Floating Loan Group until it is retired. Underlying Class A-FL will also always receive the principal payments on certain **Specially Serviced Mortgage Loans** in the Floating Loan Group until it is retired. Thereafter, following reimbursement to Freddie Mac of certain guarantee payments with respect to Underlying Classes A-FL and XI, the series 2018-KJ22 class B-FL certificates will be entitled to such principal payments. Because of losses on the Mortgages in the Floating Loan Group and/or default-related or other unanticipated expenses of the Underlying Trust attributable to the Floating Loan Group or otherwise allocated to the Floating Loan Group, the total principal balance of the series 2018-KJ22 class B-FL certificates could be reduced to zero at a time when Underlying Class A-FL remains outstanding. See *Description of the Certificates — Distributions — Principal Distributions (Floating Loan Group Certificates)* and *— Priority of Distributions (Floating Loan Group Certificates)* in the Information Circular.

Upon the occurrence and continuation of a **Fixed Loan Group Waterfall Trigger Event**, Underlying Classes A-1 and A-2, in that order, will receive all of the principal payments on the Mortgages until they are retired. Whether or not a Fixed Loan Group Waterfall Trigger Event has occurred, Underlying Classes A-1 and A-2, in that order, will also always receive the principal payments on certain Specially Serviced Mortgage Loans in the Fixed Loan Group until they are retired. Thereafter, following reimbursement to Freddie Mac of certain guarantee payments with respect to

Underlying Classes A-1, A-2 and X, the series 2018-KJ22 class B-FX certificates will be entitled to the remaining portion of any principal payments. Because of losses on the Mortgages in the Fixed Loan Group and/or default-related or other unanticipated expenses of the Underlying Trust attributable to the Fixed Loan Group or otherwise allocated to the Fixed Loan Group, the principal balance of the series 2018-KJ22 class B-FX certificates could be reduced to zero at a time when both Underlying Classes A-1 and A-2 remain outstanding. Under those circumstances, any principal payments to Underlying Classes A-1 and A-2 will be made on a *pro rata* basis in accordance with the then-outstanding principal balances of those classes. See *Description of the Certificates — Distributions — Principal Distributions (Fixed Loan Group Certificates)* and *— Priority of Distributions (Fixed Loan Group Certificates)* in the Information Circular.

The Underlying Classes Will Not Be Rated

None of the Underlying Classes will be rated by an NRSRO (unless an NRSRO issues an unsolicited rating). See *Risk Factors — Risks Related to the Offered Certificates — The Certificates Will Not Be Rated* in the Information Circular.

The Mortgages

The Mortgages consist of 86 junior-lien mortgage loans, secured by 84 multifamily properties. The Mortgages include 4 LIBOR-based floating rate mortgage loans (the “**Floating Loan Group**”) secured by 3 multifamily properties and 82 fixed rate mortgage loans (the “**Fixed Loan Group**”) secured by 81 multifamily properties. The Floating Loan Group and the Fixed Loan Group are each a “**Loan Group.**” The Floating Loan Group and the Fixed Loan Group will have an initial Loan Group balance of approximately \$18,083,375 and \$428,856,439, respectively, as of November 1, 2018. All of the Mortgages are **Balloon Loans**.

Mortgages in the Floating Loan Group do not provide for any interest-only period and provide for amortization for the entire loan term.

In addition, with respect to all of the Mortgages in the Floating Loan Group that have prepayment consideration periods during which voluntary principal prepayments must be accompanied by a Static Prepayment Premium, the loan documents set out a period of time during which each related borrower may prepay its entire Mortgage without payment of a Static Prepayment Premium, provided that such Mortgage is prepaid using the proceeds of certain types of Freddie Mac mortgage loans that are the subject of a binding purchase commitment between Freddie Mac and a Freddie Mac-approved “Program Plus” seller/servicer. See *Description of the Underlying Mortgage Loans — Certain Terms and Conditions of the Underlying Mortgage Loans — Prepayment Provisions* in the Information Circular.

Mortgages in the Fixed Loan Group representing 76.1% of the initial Fixed Loan Group balance do not provide for any interest-only period and provide for amortization for the entire loan term. Mortgages in the Fixed Loan Group representing 3.6% of the initial Fixed Loan Group balance provide for an interest-only period of 16 months following origination followed by amortization for the balance of the loan term. One Mortgage in the Fixed Loan Group representing 1.4% of the initial Fixed Loan Group balance provides for an interest-only period of 18 months following origination followed by amortization for the balance of the loan term. Mortgages in the Fixed Loan Group representing 4.4% of the initial Fixed Loan Group balance provide for an interest-only period of 19 months following

origination followed by amortization for the balance of the loan term. One Mortgage in the Fixed Loan Group representing 2.4% of the initial Fixed Loan Group balance provides for an interest-only period of 24 months following origination followed by amortization for the balance of the loan term. One Mortgage in the Fixed Loan Group representing 0.5% of the initial Fixed Loan Group balance provides for an interest-only period of 25 months following origination followed by amortization for the balance of the loan term. In addition, Mortgages in the Fixed Loan Group representing 1.4% of the initial Fixed Loan Group balance provide for an interest-only period of 12 and 14 months following origination followed by amortization for the balance of the loan term, but, the initial interest-only period has expired before the first distribution date and such Mortgages are currently amortizing. Mortgages in the Fixed Loan Group representing 10.1% of the initial Fixed Loan Group balance provide for an interest-only period for the entire term of the loan.

Mortgage prepayment rates may fluctuate continuously and, in some market conditions, substantially. *Description of the Underlying Mortgage Loans* and *Exhibits A-1, A-2 and A-3* in the Information Circular further describe the Mortgages.

Credit Risk Retention

Freddie Mac, as the sponsor of the securitization in which the SPCs are to be issued, will satisfy its credit risk retention requirement under the Credit Risk Retention Rule of the Federal Housing Finance Agency (“FHFA”) at 12 C.F.R. Part 1234 pursuant to Section 1234.8 thereof. Freddie Mac is currently operating under the conservatorship of the FHFA with capital support from the United States and will fully guarantee the timely payment of principal and interest on all the SPCs.

PAYMENTS

Payment Dates; Record Dates

We make payments of principal and interest on the SPCs on each Payment Date, beginning in December 2018. A “**Payment Date**” is the 25th of each month or, if the 25th is not a **Business Day**, the next Business Day.

On each Payment Date, DTC credits payments to the DTC Participants that were owners of record at the close of business on the last Business Day of the related Accrual Period.

Method of Payment

The Registrar makes payments to DTC in immediately available funds. DTC credits payments to the accounts of DTC Participants in accordance with its normal procedures. Each DTC Participant, and each other financial intermediary, is responsible for remitting payments to its customers.

Interest

General

We pay interest on each Payment Date on A-FL, XI, A-1, A-2 and X. A-FL, XI, A-1, A-2 and X bear interest as described under *Terms Sheet — Interest* in this Supplement. For more specific information on interest distributions to the Underlying Classes, see *Description of the Certificates — Distributions — Interest Distributions (Floating Loan Group Certificates)* and — *Interest Distributions (Fixed Loan Group Certificates)* in the Information Circular.

Accrual Period

Floating Rate SPCs

The “**Accrual Period**” for each Payment Date on A-FL and XI is the period beginning on and including the 25th day of the month preceding the month in which such Payment Date occurs (or beginning on and including the Closing Date, in the case of the first Payment Date) and ending on and including the 24th day of the month in which such Payment Date occurs.

We calculate interest on each of A-FL and XI based on an **Actual/360 Basis**.

Fixed Rate SPCs

The “**Accrual Period**” for each Payment Date on A-1, A-2 and X is the preceding calendar month.

We calculate interest on each of A-1, A-2 and X based on a **30/360 Basis**.

Principal

We pay principal on each Payment Date on each of A-FL, A-1 and A-2 to the extent principal is payable on its corresponding Underlying Class. Investors receive principal payments on a *pro rata* basis among the SPCs of their Class.

See *Terms Sheet — Principal* in this Supplement and *Description of the Certificates — Distributions — Priority of Distributions (Floating Loan Group Certificates)*, — *Priority of Distributions (Fixed Loan Group Certificates)*, — *Principal Distributions (Floating Loan Group Certificates)* and — *Principal Distributions (Fixed Loan Group Certificates)* in the Information Circular.

Static Prepayment Premiums and Yield Maintenance Charges

Any Static Prepayment Premium or Yield Maintenance Charge collected in respect of any of the Mortgages will be distributed to Underlying Class XP (if attributable to the Floating Loan Group) or Underlying Classes A-1 and A-2, the series 2018-KJ22 class B-FX certificates and Underlying Class X (if attributable to the Fixed Loan Group), as described under *Description of the Certificates — Distributions — Distributions of Static Prepayment Premiums and Yield Maintenance Charges* in the Information Circular. Any Static Prepayment Premiums or Yield Maintenance Charges distributed to Underlying Classes XP, A-1, A-2 or X will be passed through to the corresponding Classes of SPCs.

Our guarantee does not cover the payment of any Yield Maintenance Charges, Static Prepayment Premiums or any other prepayment premiums related to the Mortgages (except with respect to a guarantee that Static Prepayment Premiums attributable to the Floating Loan Group, if any, actually received by the applicable servicer will be distributed to XP).

The Underlying Master Servicer, the Underlying Primary Special Servicer or the Underlying Backup Special Servicer, as applicable, will be required to waive any obligation of the related borrower to pay a Static Prepayment Premium or Yield Maintenance Charge in connection with any prepayment of any Mortgage in a related Loan Group upon written direction by certificateholders representing a majority, by outstanding notional amount, of XP or X, as applicable, exercising their sole discretion. Freddie Mac is expected to be the initial holder of XP and X. We may be more likely to direct a waiver of a Static Prepayment Premium for a Mortgage in certain circumstances, such as if the

prepayment will be made in connection with a refinancing of such Mortgage that meets certain conditions. See *Description of the Underlying Mortgage Loans — Certain Terms and Conditions of the Underlying Mortgage Loans — Prepayment Provisions* in the Information Circular.

Class Factors

General

We make Class Factors for the Classes of SPCs available on or prior to each Payment Date. See *Description of Pass-Through Certificates — Payments — Class Factors* in the Offering Circular.

Use of Factors

You can calculate principal and interest payments by using the Class Factors.

For example, the reduction in the balance of a Class in February will equal its original balance times the difference between its January and February Class Factors. The amount of interest to be paid on a Class in February will equal interest at its Class Coupon, accrued during the related Accrual Period, on its balance determined by its January Class Factor.

Guarantees

We guarantee (a) the timely payment of interest on A-FL, A-1, A-2, XI and X at their Class Coupons; (b) the payment of principal on A-FL, A-1 and A-2, on or before the Payment Date immediately following the maturity date of each Balloon Loan in the applicable Loan Group (to the extent of principal on A-FL, A-1 and A-2 that would have been payable from such related Balloon Loan); (c) the reimbursement of any Realized Losses (including as a result of **Additional Issuing Entity Expenses**) allocated to each Class of SPCs; (d) the ultimate payment of principal on A-FL, A-1 and A-2 by the Final Payment Date of such Class; and (e) with respect to XP, Static Prepayment Premiums attributable to the Floating Loan Group, if any, actually received by the applicable servicer will be distributed to XP.

Our guarantee does not cover any loss of yield on (i) XI due to payment of Floating Loan Group Additional Interest Distribution Amounts to the series 2018-KJ22 class B-FL certificates or applicable **Outstanding Guarantor Reimbursement Amounts** to us or due to a reduction of XI's notional amount due to a reduction of the principal balance of any **Floating Loan Group Principal Balance Certificates**, or (ii) X due to payment of Fixed Loan Group Additional Interest Distribution Amounts to the series 2018-KJ22 class B-FX certificates or applicable Outstanding Guarantor Reimbursement Amounts to us or due to a reduction of X's notional amount due to a reduction of the principal balance of any **Fixed Loan Group Principal Balance Certificates**, nor does it cover the payment of Yield Maintenance Charges, Static Prepayment Premiums or any other prepayment premiums related to the Mortgages or the payment of Floating Loan Group Additional Interest Distribution Amounts and Fixed Loan Group Additional Interest Distribution Amounts to the series 2018-KJ22 class B-FL and class B-FX certificates, respectively (except with respect to a guarantee that Static Prepayment Premiums attributable to the Floating Loan Group, if any, actually received by the applicable servicer will be distributed to XP).

See *Description of Pass-Through Certificates — Guarantees* in the Offering Circular and *Description of the Certificates — Distributions — Freddie Mac Guarantee* in the Information Circular.

Optional Retirement

With respect to each Certificate Group, the **Controlling Class Majority Holder** for such Certificate Group (in each case, excluding Freddie Mac (as defined in the Information Circular)), the Underlying Primary Special Servicer and any **Third Party Master Servicer** each will have the option, in that order, to purchase the Mortgages in the related Loan Group and other trust property with respect to such Loan Group and retire that Certificate Group on any Payment Date on which the total **Stated Principal Balance** of the Mortgages in the related Loan Group is less than 1% of the initial Loan Group balance. In addition, with the satisfaction of the conditions set forth in the proviso to the definition of “Sole Certificateholder” in the Information Circular and with the consent of the Underlying Master Servicer, the related **Sole Certificateholder** for that Certificate Group (in each case, excluding Freddie Mac (as defined in the Information Circular)) will have the right to exchange all of its certificates in the related Certificate Group issued by the Underlying Trust (other than the series 2018-KJ22 class R certificates) for all of the Mortgages and **REO Properties** remaining in that Loan Group, resulting in the retirement of that Certificate Group and liquidation of the related Loan Group. See *The Pooling and Servicing Agreement — Retirement* in the Information Circular.

If a termination of the Underlying Trust or a retirement of a Certificate Group occurs, each Class of SPCs (in the case of a termination of the Underlying Trust) or the related SPC Group (in the case of a retirement of a Certificate Group) will receive its unpaid principal balance, if any, plus interest for the related Accrual Period. We will give notice of retirement to the related Holders not later than the fifth Business Day of the month in which the retirement will occur, and each Class Factor we publish in that month will equal zero.

The SPCs are not subject to a clean-up call right.

PREPAYMENT AND YIELD ANALYSIS

Mortgage Prepayments

The rates of principal payments on the Classes will depend primarily on the rates of principal payments, including prepayments, on the related Mortgages in the applicable Loan Group. Each Mortgage may be prepaid, subject to certain restrictions and requirements, including one of the following:

Floating Loan Group

- a prepayment lockout period, during which voluntary principal prepayments are prohibited, followed by a prepayment consideration period during which voluntary principal prepayments are restricted by requiring that any voluntary principal prepayments must be accompanied by a Static Prepayment Premium, followed by an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.

Fixed Loan Group

- a prepayment consideration period during which voluntary principal prepayments must be accompanied by the greater of a Static Prepayment Premium and a Yield Maintenance Charge, followed by a prepayment consideration period during which voluntary principal prepayments are restricted by requiring that any voluntary principal prepayments must be

accompanied by a Static Prepayment Premium, followed by an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration; or

- a prepayment consideration period during which voluntary principal prepayments are restricted by requiring that any voluntary principal prepayments must be accompanied by the greater of a Static Prepayment Premium and a Yield Maintenance Charge, followed by an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.

In addition, with respect to all of the Mortgages in the Floating Loan Group that have prepayment consideration periods during which voluntary principal prepayments must be accompanied by a Static Prepayment Premium, the loan documents set out a period of time during which each related borrower may prepay its entire Mortgage without payment of a Static Prepayment Premium, provided that such Mortgage is prepaid using the proceeds of certain types of Freddie Mac mortgage loans that are the subject of a binding purchase commitment between Freddie Mac and a Freddie Mac-approved “Program Plus” seller/servicer. See *Description of the Underlying Mortgage Loans — Certain Terms and Conditions of the Underlying Mortgage Loans — Prepayment Provisions* in the Information Circular. Mortgage prepayment rates may fluctuate continuously and, in some market conditions, substantially.

See *Prepayment, Yield and Suitability Considerations — Prepayments* in the Offering Circular for a discussion of mortgage prepayment considerations and risks. *Risk Factors, Description of the Underlying Mortgage Loans* and *Yield and Maturity Considerations* in the Information Circular discuss prepayment considerations for the Underlying Classes.

Yield

As an investor in SPCs, your yield will depend on:

- Your purchase price.
- The rate of principal payments on the underlying Mortgages in the related Loan Group.
- Whether an optional termination of the Underlying Trust or an optional retirement of the related Certificate Group occurs.
- The actual characteristics of the underlying Mortgages in the related Loan Group.
- With respect to A-FL, the level of LIBOR.
- The extent to which the Class Coupon formula of your class of SPCs results in reductions or increases in its Class Coupon.
- Whether a Floating Loan Group Waterfall Trigger Event or a Fixed Loan Group Waterfall Trigger Event, as applicable, or any other event that results in principal being distributed sequentially, occurs and is continuing.
- With respect to XI, whether Floating Loan Group Additional Interest Distribution Amounts are distributed to the series 2018-KJ22 class B-FL certificates from amounts otherwise payable to Underlying Class XI.

- With respect to X, whether Fixed Loan Group Additional Interest Distribution Amounts are distributed to the series 2018-KJ22 class B-FX certificates from amounts otherwise payable to Underlying Class X.
- Collection and payment, or waiver of, Static Prepayment Premiums or Yield Maintenance Charges and whether the rate of prepayment increases due to any such waiver.

See *Prepayment, Yield and Suitability Considerations — Yields* in the Offering Circular for a discussion of yield considerations and risks.

Suitability

The SPCs may not be suitable investments for you. See *Prepayment, Yield and Suitability Considerations — Suitability* in the Offering Circular for a discussion of suitability considerations and risks.

FINAL PAYMENT DATES

The Final Payment Date for each Class of SPCs is the latest date by which it will be paid in full and will retire. The Final Payment Dates generally reflect the maturity dates of the Mortgages in the related Loan Group and assume, among other things, no prepayments or defaults on the Mortgages in the related Loan Group. The actual retirement of each Class may occur earlier than its Final Payment Date.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES

General

The following is a general discussion of federal income tax consequences of the purchase, ownership and disposition of the Classes of SPCs. It does not address all federal income tax consequences that may apply to particular categories of investors, some of which may be subject to special rules. The tax laws and other authorities for this discussion are subject to change or differing interpretations, and any change or interpretation could apply retroactively. You should consult your tax advisor to determine the federal, state, local and any other tax consequences that may be relevant to you.

Neither the SPCs nor the income derived from them is exempt from federal income, estate or gift taxes under the Code by virtue of the status of Freddie Mac as a government-sponsored enterprise. Neither the Code nor the Freddie Mac Act contains an exemption from taxation of the SPCs or the income derived from them by any state, any possession of the United States or any local taxing authority.

Classification of Investment Arrangement

The arrangement under which each Class of SPCs is created and sold and the related pass-through pool is administered will be classified as a grantor trust under subpart E, part I of subchapter J of the Code. As an investor in SPCs, you will be treated for federal income tax purposes as the owner of a *pro rata* undivided interest in the related Underlying Class.

Status of Classes

Upon the issuance of the Underlying Classes, Cadwalader, Wickersham & Taft LLP, counsel for the Underlying Depositor, will deliver its opinion generally to the effect that, assuming compliance with all the provisions of the Pooling Agreement and certain other documents:

- Specified portions of the assets of the Underlying Trust will qualify as multiple REMICs under the Code.
- Each of Underlying Classes A-FL, A-1 and A-2 will represent ownership of a “regular interest” in one of those REMICs.
- Each of Underlying Classes XI and X (exclusive of its obligation to pay Floating Loan Group Additional Interest Distribution Amounts or Fixed Loan Group Additional Interest Distribution Amounts, respectively) will represent ownership of a “regular interest” in one of those REMICs.
- Underlying Class XP will represent an ownership of an undivided interest in the Static Prepayment Premiums and related amounts thereof held in a grantor trust.

Accordingly, an investor in A-FL, A-1 or A-2 will be treated as owning a regular interest in a REMIC. An investor in XI or X will be treated as owning a regular interest in a REMIC and will be treated as having an obligation to pay Floating Loan Group Additional Interest Distribution Amounts or Fixed Loan Group Additional Interest Distribution Amounts, as applicable. An investor in XP will be treated as owning a portion of a grantor trust consisting of Static Prepayment Premiums and related amounts thereof.

For information regarding the federal income tax consequences of investing in an Underlying Class, see *Certain Federal Income Tax Consequences* in the Information Circular.

Information Reporting

Within a reasonable time after the end of each calendar year, we will furnish or make available to each Holder of each Class of SPCs such information as Freddie Mac deems necessary or desirable to assist beneficial owners in preparing their federal income tax returns, or to enable each Holder to make such information available to beneficial owners or financial intermediaries for which the Holder holds such SPCs as nominee.

LEGAL INVESTMENT CONSIDERATIONS

You should consult your legal advisor to determine whether the SPCs are a legal investment for you and whether you can use the SPCs as collateral for borrowings. See *Legal Investment Considerations* in the Offering Circular.

ACCOUNTING CONSIDERATIONS

You should consult your accountant for advice on the appropriate accounting treatment for your SPCs. See *Accounting Considerations* in the Offering Circular.

ERISA CONSIDERATIONS

Fiduciaries of employee benefit plans should review *ERISA Considerations* in the Offering Circular.

In addition, because Freddie Mac, the Placement Agents, the Underlying Trust, the Underlying Originators, the Underlying Depositor, the Underlying Master Servicer, the Underlying Primary Special Servicer, the Underlying Backup Special Servicer, the Underlying Trustee, Certificate Administrator and Custodian (the “**Transaction Parties**”), or their respective affiliates, may receive certain benefits in connection with the sale or holding of the SPCs, the purchase or holding of the SPCs using “plan assets” of any plan subject to Part 4, Subtitle B of Title I of ERISA and/or Section 4975 of the Code (each, a “**Plan**”) over which any of the Transaction Parties or their affiliates has discretionary authority or control, or renders “investment advice” (within the meaning of Section 3(21) of ERISA and/or Section 4975 of the Code and applicable regulations) for a fee (direct or indirect) with respect to the assets of a Plan, or is the employer or other sponsor of a Plan, might be deemed to be a violation of the prohibited transaction provisions of Part 4, Subtitle B, Title I of ERISA or Section 4975 of the Code (or could otherwise constitute a violation of fiduciary responsibilities under Title I of ERISA). Accordingly, the SPCs may not be purchased using the assets of any Plan if any Transaction Party or any of their respective affiliates has discretionary authority or control or renders investment advice for a fee with respect to the assets of the Plan, or is the employer or other sponsor of the Plan, unless an applicable prohibited transaction exemption is available (all of the conditions of which are satisfied) to cover the purchase and holding of the SPCs or the transaction is not otherwise prohibited.

PLAN OF DISTRIBUTION

Under an agreement with the Placement Agents, they have agreed to purchase all of the SPCs not placed with third parties for resale to us.

Our agreement with the Placement Agents provides that we will indemnify them against certain liabilities.

LEGAL MATTERS

Our General Counsel or one of our Deputy General Counsels will render an opinion on the legality of the SPCs. Cadwalader, Wickersham & Taft LLP is representing the Underlying Depositor and the Placement Agents on legal matters concerning the SPCs. That firm is also rendering certain legal services to us with respect to the SPCs.

Appendix A

Selling Restrictions

NOTICE TO RESIDENTS OF THE REPUBLIC OF KOREA

THIS OFFERING CIRCULAR SUPPLEMENT IS NOT, AND UNDER NO CIRCUMSTANCES IS TO BE CONSTRUED AS, A PUBLIC OFFERING OF SECURITIES IN KOREA. NEITHER FREDDIE MAC NOR ANY OF ITS AGENTS MAKE ANY REPRESENTATION WITH RESPECT TO THE ELIGIBILITY OF ANY RECIPIENTS OF THIS OFFERING CIRCULAR SUPPLEMENT TO ACQUIRE THE SPCs UNDER THE LAWS OF KOREA, INCLUDING, BUT WITHOUT LIMITATION, THE FOREIGN EXCHANGE TRANSACTION LAW AND REGULATIONS THEREUNDER (THE “FETL”). THE SPCs HAVE NOT BEEN REGISTERED WITH THE FINANCIAL SERVICES COMMISSION OF KOREA FOR PUBLIC OFFERING IN KOREA, AND NONE OF THE SPCs MAY BE OFFERED, SOLD OR DELIVERED, DIRECTLY OR INDIRECTLY, OR OFFERED OR SOLD TO ANY PERSON FOR RE-OFFERING OR RESALE, DIRECTLY OR INDIRECTLY IN KOREA OR TO ANY RESIDENT OF KOREA EXCEPT PURSUANT TO THE FINANCIAL INVESTMENT SERVICES AND CAPITAL MARKETS ACT AND THE DECREES AND REGULATIONS THEREUNDER (THE “FSCMA”), THE FETL AND ANY OTHER APPLICABLE LAWS, REGULATIONS AND MINISTERIAL GUIDELINES IN KOREA.

NOTICE TO RESIDENTS OF THE PEOPLE’S REPUBLIC OF CHINA

THE SPCs WILL NOT BE OFFERED OR SOLD IN THE PEOPLE’S REPUBLIC OF CHINA (EXCLUDING HONG KONG, MACAU AND TAIWAN, THE “PRC”) AS PART OF THE INITIAL DISTRIBUTION OF THE SPCs BUT MAY BE AVAILABLE FOR PURCHASE BY INVESTORS RESIDENT IN THE PRC FROM OUTSIDE THE PRC.

THIS OFFERING CIRCULAR SUPPLEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN THE PRC TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE THE OFFER OR SOLICITATION IN THE PRC.

THE PRC DOES NOT REPRESENT THAT THIS OFFERING CIRCULAR SUPPLEMENT MAY BE LAWFULLY DISTRIBUTED, OR THAT ANY SPCs MAY BE LAWFULLY OFFERED, IN COMPLIANCE WITH ANY APPLICABLE REGISTRATION OR OTHER REQUIREMENTS IN THE PRC, OR PURSUANT TO AN EXEMPTION AVAILABLE THEREUNDER, OR ASSUME ANY RESPONSIBILITY FOR FACILITATING ANY SUCH DISTRIBUTION OR OFFERING. IN PARTICULAR, NO ACTION HAS BEEN TAKEN BY THE PRC WHICH WOULD PERMIT A PUBLIC OFFERING OF ANY SPCs OR THE DISTRIBUTION OF THIS OFFERING CIRCULAR SUPPLEMENT IN THE PRC. ACCORDINGLY, THE SPCs ARE NOT BEING OFFERED OR SOLD WITHIN THE PRC BY MEANS OF THIS OFFERING CIRCULAR SUPPLEMENT OR ANY OTHER DOCUMENT. NEITHER THIS OFFERING CIRCULAR SUPPLEMENT NOR ANY ADVERTISEMENT OR OTHER OFFERING MATERIAL MAY BE DISTRIBUTED OR PUBLISHED IN THE PRC, EXCEPT UNDER CIRCUMSTANCES THAT WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS AND REGULATIONS.

NOTICE TO RESIDENTS OF JAPAN

THE SPCs HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE FINANCIAL INSTRUMENTS EXCHANGE ACT OF JAPAN (LAW NO. 25 OF 1948, AS AMENDED (THE “FIEL”)), AND EACH INITIAL PURCHASER HAS AGREED THAT IT WILL NOT OFFER OR SELL ANY SPCs, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO, OR FOR THE BENEFIT OF, ANY JAPANESE PERSON, OR TO OTHERS FOR RE-OFFERING OR RESALE, DIRECTLY OR INDIRECTLY, IN JAPAN OR TO ANY JAPANESE PERSON, EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, AND OTHERWISE IN COMPLIANCE WITH, THE FIEL AND ANY OTHER APPLICABLE LAWS AND REGULATIONS. FOR THE PURPOSES OF THIS PARAGRAPH, “JAPANESE PERSON” SHALL MEAN ANY PERSON RESIDENT IN JAPAN, INCLUDING ANY CORPORATION OR OTHER ENTITY ORGANIZED UNDER THE LAWS AND REGULATIONS OF JAPAN.

NOTICE TO RESIDENTS OF HONG KONG

THE SPCs ARE NOT BEING OFFERED OR SOLD AND WILL NOT BE OFFERED OR SOLD IN HONG KONG, BY MEANS OF ANY DOCUMENT (EXCEPT FOR SPCs WHICH ARE A “STRUCTURED PRODUCT” AS DEFINED IN THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) (THE “SFO”) OF HONG KONG) OTHER THAN (A) TO “PROFESSIONAL INVESTORS” AS DEFINED IN THE SFO AND ANY RULES MADE UNDER THE SFO; OR (B) IN OTHER CIRCUMSTANCES WHICH DO NOT RESULT IN THE DOCUMENT BEING A “PROSPECTUS” AS DEFINED IN THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE (CAP. 32) (THE “C(WUMP)O”) OF HONG KONG OR WHICH DO NOT CONSTITUTE AN OFFER TO THE PUBLIC WITHIN THE MEANING OF THE C(WUMP)O. NO ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO THE SPCs HAS BEEN ISSUED OR WILL BE ISSUED, WHETHER IN HONG KONG OR ELSEWHERE, WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC OF HONG KONG (EXCEPT IF PERMITTED TO DO SO UNDER THE SECURITIES LAWS OF HONG KONG) OTHER THAN WITH RESPECT TO SPCs WHICH ARE OR ARE INTENDED TO BE DISPOSED OF ONLY TO PERSONS OUTSIDE HONG KONG OR ONLY TO “PROFESSIONAL INVESTORS” AS DEFINED IN THE SFO AND ANY RULES MADE UNDER THE SFO.

NOTICE TO RESIDENTS OF EUROPEAN ECONOMIC AREA

THIS OFFERING CIRCULAR SUPPLEMENT IS NOT A PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS DIRECTIVE (AS DEFINED BELOW).

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

- (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (AS AMENDED, “MIFID II”); OR

- (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE 2002/92/EC, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR
- (III) NOT A QUALIFIED INVESTOR AS DEFINED IN DIRECTIVE 2003/71/EC (AS AMENDED, THE “PROSPECTUS DIRECTIVE”).

CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014 (AS AMENDED, THE “PRIIPS REGULATION”) FOR OFFERING OR SELLING THE SPCs OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE SPCs OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION. FURTHERMORE, THIS OFFERING CIRCULAR SUPPLEMENT HAS BEEN PREPARED ON THE BASIS THAT ANY OFFER OF SPCs IN THE EEA WILL ONLY BE MADE TO A LEGAL ENTITY WHICH IS A QUALIFIED INVESTOR UNDER THE PROSPECTUS DIRECTIVE. ACCORDINGLY, ANY PERSON MAKING OR INTENDING TO MAKE AN OFFER IN THE EEA OF THE SPCs MAY ONLY DO SO WITH RESPECT TO QUALIFIED INVESTORS. NONE OF THE ISSUING ENTITY, FREDDIE MAC OR ANY PLACEMENT AGENT HAS AUTHORIZED, NOR DOES ANY OF THEM AUTHORIZE, THE MAKING OF ANY OFFER OF SPCs OTHER THAN TO QUALIFIED INVESTORS.

[THIS PAGE INTENTIONALLY LEFT BLANK]

\$358,455,000

(Approximate)

**Multifamily Mortgage Pass-Through Certificates,
Series 2018-KJ22**

FREMF 2018-KJ22 Mortgage Trust
issuing entity

Banc of America Merrill Lynch Commercial Mortgage Inc.
depositor

Federal Home Loan Mortgage Corporation
mortgage loan seller and guarantor

We, Banc of America Merrill Lynch Commercial Mortgage Inc., intend to establish a trust to act as an issuing entity, which we refer to in this information circular as the “issuing entity.” The primary assets of the issuing entity will consist of 86 junior-lien multifamily mortgage loans (comprising 2 loan groups, a floating rate loan group and a fixed rate loan group) secured by 84 mortgaged real properties with the characteristics described in this information circular. The issuing entity will issue 9 classes of certificates, 6 of which, referred to in this information circular as the “offered certificates,” are being offered by this information circular, as listed below. The issuing entity will pay interest and/or principal monthly, commencing in December 2018. The offered certificates represent obligations of the issuing entity only (and, solely with respect to certain payments of interest and principal pursuant to a guarantee of the offered certificates described in this information circular, Freddie Mac), and do not represent obligations of or interests in us or any of our affiliates. We do not intend to list the offered certificates on any national securities exchange or any automated quotation system of any registered securities association.

This information circular was prepared solely in connection with the offering and sale of the offered certificates to Freddie Mac.

Investing in the offered certificates involves risks. See “Risk Factors” beginning on page 53 of this information circular.

<u>Offered Classes</u>	<u>Total Initial Principal Balance or Notional Amount</u>	<u>Initial Pass-Through Rate or Description</u>	<u>Assumed Final Distribution Date</u>
<u>Floating Loan Group</u>			
Class A-FL.....	\$ 15,370,000	LIBOR + 0.43000%*	January 25, 2024
Class XI.....	\$ 18,083,375	Variable IO	January 25, 2024
Class XP.....	\$ 18,083,375	N/A**	September 25, 2023
<u>Fixed Loan Group</u>			
Class A-1.....	\$ 135,472,000	3.45400%	May 25, 2023
Class A-2.....	\$ 207,613,000	4.09400%	September 25, 2024
Class X.....	\$ 428,856,439	0.00000%***	October 25, 2028

* Subject to a pass-through rate cap.

** Represents an entitlement to Static Prepayment Premiums related to the underlying mortgage loans in the Floating Loan Group.

*** Approximate, after giving effect to payments of Fixed Loan Group Additional Interest Distribution Amounts.

Delivery of the offered certificates will be made on or about November 19, 2018. Credit enhancement will be provided by (i) the subordination of certain classes of certificates to certain other classes of such certificates as described in this information circular under “Summary of Information Circular—The Offered Certificates—Priority of Distributions and Subordination (Floating Loan Group Certificates),” “—Priority of Distributions and Subordination (Fixed Loan Group Certificates),” “Description of the Certificates—Distributions—Subordination (Floating Loan Group Certificates)” and “—Subordination (Fixed Loan Group Certificates)” and (ii) the guarantee of the offered certificates by Freddie Mac as described under “Summary of Information Circular—The Offered Certificates—Freddie Mac Guarantee” and “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this information circular.

The issuing entity will be relying on an exclusion or exemption from the definition of “investment company” under the Investment Company Act of 1940, as amended (the “Investment Company Act”), contained in Section 3(c)(5) of the Investment Company Act or Rule 3a-7 under the Investment Company Act, although there may be additional exclusions or exemptions available to the issuing entity. The issuing entity is being structured so as not to constitute a “covered fund” for purposes of the Volcker Rule under the Dodd-Frank Act.

It is a condition to the issuance of the offered certificates that they be purchased and guaranteed by Freddie Mac as described in this information circular. The obligations of Freddie Mac under its guarantee of the offered certificates are obligations of Freddie Mac only. **Freddie Mac will not guarantee any class of certificates other than the offered certificates.** The offered certificates are not guaranteed by the United States of America (“United States”) and do not constitute debts or obligations of the United States or any agency or instrumentality of the United States other than Freddie Mac. Income on the offered certificates has no exemption under federal law from federal, state or local taxation.

FREMF 2018-KJ22 Mortgage Trust

Multifamily Mortgage Pass-Through Certificates Series 2018-KJ22

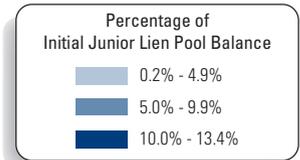
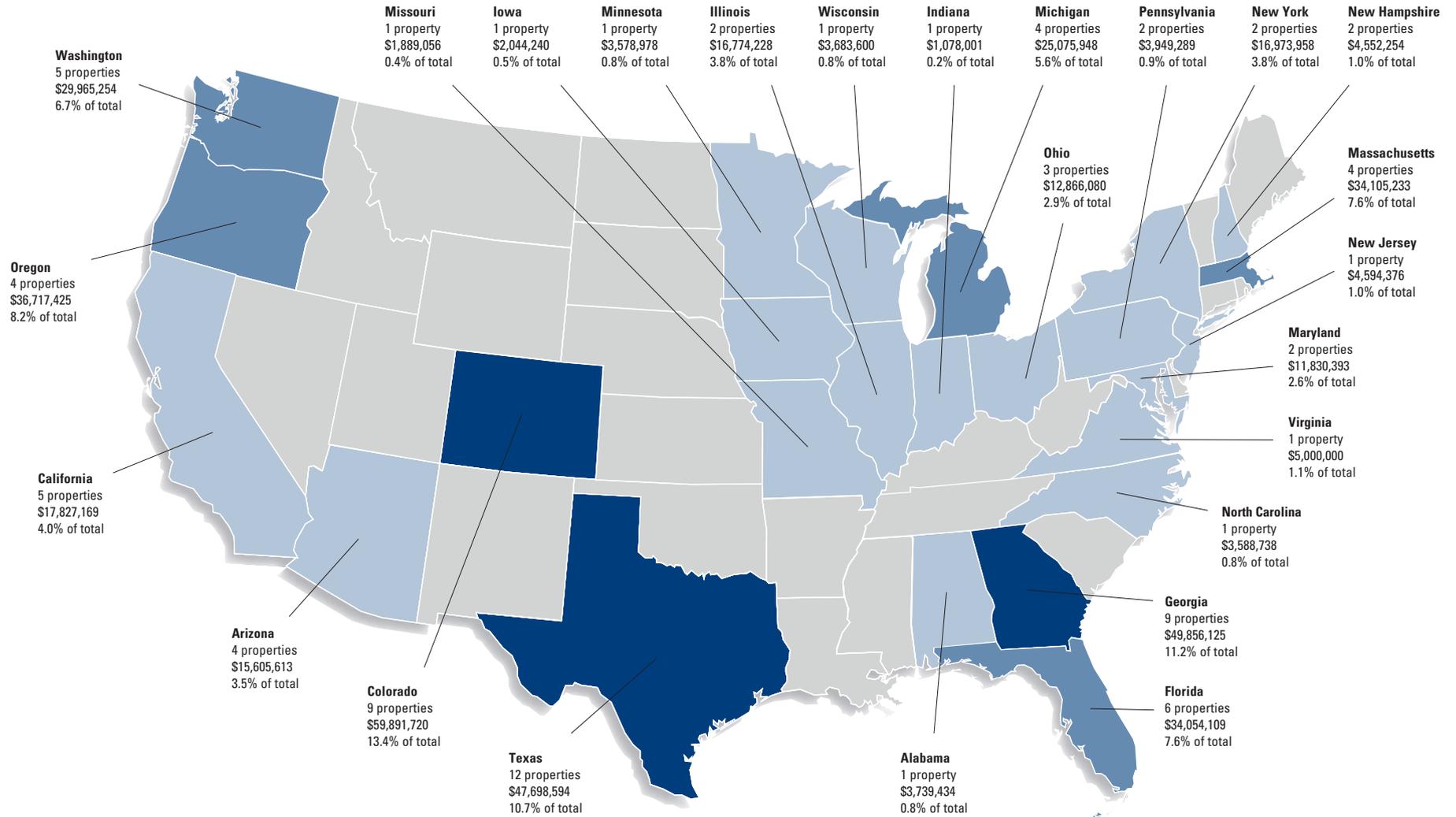


TABLE OF CONTENTS

Information Circular

IMPORTANT NOTICE REGARDING THE CERTIFICATES.....	4
IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS INFORMATION CIRCULAR.....	4
SUMMARY OF INFORMATION CIRCULAR.....	5
RISK FACTORS	53
CAPITALIZED TERMS USED IN THIS INFORMATION CIRCULAR.....	105
FORWARD-LOOKING STATEMENTS.....	105
DESCRIPTION OF THE ISSUING ENTITY	106
DESCRIPTION OF THE DEPOSITOR.....	107
DESCRIPTION OF THE MORTGAGE LOAN SELLER AND GUARANTOR.....	107
DESCRIPTION OF THE UNDERLYING MORTGAGE LOANS.....	111
DESCRIPTION OF THE INTERCREDITOR AGREEMENTS.....	142
DESCRIPTION OF THE CERTIFICATES.....	142
YIELD AND MATURITY CONSIDERATIONS	173
THE POOLING AND SERVICING AGREEMENT.....	183
CERTAIN FEDERAL INCOME TAX CONSEQUENCES.....	251
STATE AND OTHER TAX CONSIDERATIONS	264
USE OF PROCEEDS	265
PLAN OF DISTRIBUTION.....	265
LEGAL MATTERS	265
GLOSSARY	266

Exhibits to Information Circular

EXHIBIT A-1	—	CERTAIN CHARACTERISTICS OF THE UNDERLYING MORTGAGE LOANS AND THE RELATED MORTGAGED REAL PROPERTIES
EXHIBIT A-2	—	CERTAIN INFORMATION REGARDING THE UNDERLYING MORTGAGE LOANS
EXHIBIT A-3	—	DESCRIPTION OF THE TEN LARGEST UNDERLYING MORTGAGE LOANS OR GROUP OF CROSS-COLLATERALIZED UNDERLYING MORTGAGE LOANS IN THE FIXED LOAN GROUP
EXHIBIT B	—	FORM OF CERTIFICATE ADMINISTRATOR’S STATEMENT TO CERTIFICATEHOLDERS
EXHIBIT C-1	—	MORTGAGE LOAN SELLER’S REPRESENTATIONS AND WARRANTIES
EXHIBIT C-2	—	EXCEPTIONS TO MORTGAGE LOAN SELLER’S REPRESENTATIONS AND WARRANTIES
EXHIBIT D	—	DECREMENT TABLES FOR THE OFFERED PRINCIPAL BALANCE CERTIFICATES
EXHIBIT E	—	PRICE/YIELD TABLES FOR THE CLASS XI AND X CERTIFICATES

You should rely only on the information contained in this document or to which we have referred you. We have not authorized anyone to provide you with information that is different. This document may only be used where it is legal to sell these securities. The information in this document may only be accurate on the date of this document.

IMPORTANT NOTICE REGARDING THE CERTIFICATES

NONE OF THE DEPOSITOR, THE DEPOSITOR'S AFFILIATES, FREDDIE MAC OR ANY OTHER PERSON INTENDS TO RETAIN A 5% NET ECONOMIC INTEREST WITH RESPECT TO THE CERTIFICATES IN ANY OF THE FORMS PRESCRIBED BY ARTICLE 405(1) OF EUROPEAN UNION REGULATION 575/2013 OR BY ANY OTHER EUROPEAN UNION LEGISLATION THAT REQUIRES THAT THERE BE SUCH A RETENTION AS A CONDITION TO AN INVESTMENT IN THE CERTIFICATES BY A EUROPEAN INVESTOR SUBJECT TO SUCH LEGISLATION. FOR ADDITIONAL INFORMATION IN THIS REGARD, SEE "RISK FACTORS—RISKS RELATED TO THE OFFERED CERTIFICATES—LEGAL AND REGULATORY PROVISIONS AFFECTING INVESTORS COULD ADVERSELY AFFECT THE LIQUIDITY OF YOUR INVESTMENT" IN THIS INFORMATION CIRCULAR. IN ADDITION, NO PARTY WILL RETAIN RISK WITH RESPECT TO THIS TRANSACTION IN A FORM OR AN AMOUNT PURSUANT TO THE TERMS OF THE U.S. CREDIT RISK RETENTION RULE (12 C.F.R. PART 1234). SEE "DESCRIPTION OF THE MORTGAGE LOAN SELLER AND GUARANTOR—CREDIT RISK RETENTION" IN THIS INFORMATION CIRCULAR.

IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS INFORMATION CIRCULAR

THE PLACEMENT AGENTS DESCRIBED IN THIS INFORMATION CIRCULAR MAY FROM TIME TO TIME PERFORM INVESTMENT BANKING SERVICES FOR, OR SOLICIT INVESTMENT BANKING BUSINESS FROM, ANY COMPANY NAMED IN THIS INFORMATION CIRCULAR. THE PLACEMENT AGENTS AND/OR THEIR RESPECTIVE EMPLOYEES MAY FROM TIME TO TIME HAVE A LONG OR SHORT POSITION IN ANY SECURITY OR CONTRACT DISCUSSED IN THIS INFORMATION CIRCULAR.

THE INFORMATION CONTAINED IN THIS INFORMATION CIRCULAR SUPERSEDES ANY PREVIOUS SUCH INFORMATION DELIVERED TO ANY INVESTOR.

We provide information to you about the offered certificates in this information circular, which describes the specific terms of the offered certificates.

You should read this information circular in full to obtain material information concerning the offered certificates.

This information circular includes cross-references to sections in this information circular where you can find further related discussions. The Table of Contents in this information circular identifies the pages where these sections are located.

When deciding whether to invest in any of the offered certificates, you should only rely on the information contained in this information circular or as provided in "Description of the Mortgage Loan Seller and Guarantor—Freddie Mac Conservatorship" and "—Litigation Involving the Mortgage Loan Seller and Guarantor" in this information circular. We have not authorized any dealer, salesman or other person to give any information or to make any representation that is different. In addition, information in this information circular is current only as of the date on its cover. By delivery of this information circular, we are not offering to sell any securities, and are not soliciting an offer to buy any securities, in any state or other jurisdiction where the offer and sale is not permitted.

SUMMARY OF INFORMATION CIRCULAR

This summary highlights selected information from this information circular and does not contain all of the information that you need to consider in making your investment decision. To understand all of the terms of the offered certificates, you should carefully read this information circular in its entirety prior to making an investment in any offered certificates, including the information set forth under “Risk Factors” in this information circular. This summary provides an overview of certain information to aid your understanding and is qualified by the full description presented in this information circular.

Transaction Overview

The offered certificates will be part of a series of multifamily mortgage pass-through certificates designated as the Series 2018-KJ22 Multifamily Mortgage Pass-Through Certificates. The certificates will consist of nine classes (which, except for the class R certificates, comprise two groups of certificates: one backed by floating rate underlying mortgage loans and the other backed by fixed rate underlying mortgage loans). The table below identifies and specifies various characteristics for those classes other than the class R certificates.

Class ⁽¹⁾	Total Initial Principal Balance or Notional Amount	Approximate % of Total Initial Certificate Group Principal Balance	Approximate Initial Credit Support	Pass-Through Rate Description	Initial Pass-Through Rate	Assumed Weighted Average Life (Years) ^{(2) (3)}	Assumed Principal Window ^{(2) (4)}	Assumed Final Distribution Date ^{(2) (5)}
<u>Offered Certificates</u>								
<u>(Floating Loan Group):</u>								
A-FL	\$ 15,370,000	85.000%	15.000% ⁽⁶⁾	Variable	LIBOR + 0.43000% ⁽⁸⁾	4.75	1-62	January 25, 2024
XI	\$ 18,083,375	N/A	N/A	Variable IO	1.14926% ⁽¹⁰⁾	4.75	N/A	January 25, 2024
XP	\$ 18,083,375 ⁽¹²⁾	N/A	N/A	N/A ⁽¹³⁾	N/A	N/A	N/A	September 25, 2023
<u>Offered Certificates</u>								
<u>(Fixed Loan Group):</u>								
A-1	\$135,472,000	31.589%	20.000% ⁽⁷⁾	Fixed	3.45400%	3.00	1-54	May 25, 2023
A-2	\$207,613,000	48.411%	20.000% ⁽⁷⁾	Fixed	4.09400%	5.29	54-70	September 25, 2024
X	\$428,856,439	N/A	N/A	Variable IO	0.00000% ⁽¹¹⁾	4.41	N/A	October 25, 2028
<u>Non-Offered Certificates</u>								
<u>(Floating Loan Group):</u>								
B-FL	\$ 2,713,375	15.000%	0.000%	Variable	LIBOR + 8.5000% ⁽⁸⁾	4.75	1-62	January 25, 2024
<u>Non-Offered Certificates</u>								
<u>(Fixed Loan Group):</u>								
B-FX	\$ 85,771,439	20.000%	0.000%	Variable	8.00000% ⁽⁹⁾	4.50	1-119	October 25, 2028

- (1) The class R certificates are not represented in this table and are not being offered by this information circular. The class R certificates will not have a principal balance, notional amount or pass-through rate.
- (2) As to any given class of certificates shown in this table, the assumed weighted average life, the assumed principal window and the Assumed Final Distribution Date have been calculated based on the applicable Modeling Assumptions, including, among other things, that—
 - (i) there are no voluntary or involuntary prepayments with respect to the underlying mortgage loans,
 - (ii) there are no delinquencies, modifications or losses with respect to the underlying mortgage loans,
 - (iii) there are no modifications, extensions, waivers or amendments affecting the monthly debt service or balloon payments by borrowers on the underlying mortgage loans, and
 - (iv) the certificates are not redeemed prior to their Assumed Final Distribution Date pursuant to the clean-up call described under the heading “—The Offered Certificates—Optional Retirement” below.
- (3) As to the class A-FL, A-1, A-2, B-FL and B-FX certificates, the assumed weighted average life is the average amount of time in years between the assumed settlement date for the certificates and the payment of each dollar of principal on that class. As to the class XI and X certificates, the assumed weighted average life is the average amount of time in years between the assumed settlement date for these classes and the application of each dollar to be applied in reduction of the notional amounts of these classes.
- (4) As to the class A-FL, A-1, A-2, B-FL and B-FX certificates, the assumed principal window is the period during which holders of that class are expected to receive distributions of principal.

- (5) As to the class A-FL, A-1, A-2, B-FL and B-FX certificates, the Assumed Final Distribution Date is the distribution date on which the last distribution of principal and interest is assumed to be made on that class. As to the class XI and X certificates, the Assumed Final Distribution Date is the distribution date on which the last reduction to the notional amount of that class is expected to occur. As to the class XP certificates, the Assumed Final Distribution Date is the first distribution date following the end of the latest ending Static Prepayment Premium Period for the underlying mortgage loans in the Floating Loan Group.
- (6) Represents the approximate initial credit support provided by the class B-FL certificates for the class A-FL certificates.
- (7) Represents the approximate initial credit support provided by the class B-FX certificates for the class A-1 and A-2 certificates collectively.
- (8) For each distribution date, LIBOR will be determined as described under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans” in this information circular. The pass-through rates for the class A-FL and B-FL certificates will be subject to pass-through rate caps equal to (a) with respect to the class A-FL certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group minus the applicable Guarantee Fee Rate (*provided* that in no event will the class A-FL pass-through rate be less than zero) and (b) with respect to the class B-FL certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group (*provided* that in no event will the class B-FL pass-through rate be less than zero). LIBOR for the first Interest Accrual Period for the class A-FL and B-FL certificates will be 2.30688% *per annum*.
- (9) The initial pass-through rate for the class B-FX certificates is 7.84850% *per annum*. The pass-through rate for the class B-FX certificates will be the lesser of (i) 8.00000% *per annum* or (ii) the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group (*provided* that in no event will the class B-FX pass-through rate be less than zero and *provided further*, that holders of the class B-FX certificates will be entitled to Fixed Loan Group Additional Interest Distribution Amounts equal to the difference between (a) 8.00000% *per annum* and (b) the capped rate described in clause (ii) above).
- (10) Approximate. The initial pass-through rate for the class XI certificates is approximately 1.14926% *per annum* after giving effect to any payments of Floating Loan Group Additional Interest Distribution Amounts.
- (11) Approximate. The initial pass-through rate for the class X certificates is approximately 0.00000% *per annum* after giving effect to any payments of Fixed Loan Group Additional Interest Distribution Amounts.
- (12) The notional amount of the class XP certificates will be reduced to zero as of the Assumed Final Distribution Date for the class XP certificates.
- (13) The class XP certificates represent an entitlement to Static Prepayment Premiums related to the underlying mortgage loans in the Floating Loan Group.

In reviewing the table above, please note that:

- Only the class A-FL, A-1, A-2, XI, XP and X certificates are offered by this information circular.
- The class A-FL, A-1, A-2, B-FL and B-FX certificates will have principal balances (collectively, the “Principal Balance Certificates”). The class A-FL, A-1 and A-2 certificates are being offered hereunder (the “Offered Principal Balance Certificates”).
- All of the classes of certificates shown in the table (except the class XP certificates) will bear interest. The class XI and X certificates constitute the “interest-only certificates.” The class A-FL, XI, B-FL and XP certificates are referred to in this information circular as the “Floating Loan Group Certificates” and will be entitled to distributions attributable to amounts collected on the underlying mortgage loans in the “Floating Loan Group” (*i.e.*, underlying mortgage loans that, in the absence of default, have LIBOR-based floating mortgage interest rates). The class A-FL and B-FL certificates are referred to in this information circular as the “Floating Loan Group Principal Balance Certificates.” The class A-1, A-2, X and B-FX certificates are referred to in this information circular as the “Fixed Loan Group Certificates” and will be entitled to distributions attributable to amounts collected on the underlying mortgage loans in the “Fixed Loan Group” (*i.e.*, underlying mortgage loans that, in the absence of default, have fixed mortgage interest rates). The class A-1, A-2 and B-FX certificates are referred to in this information circular as the “Fixed Loan Group Principal Balance Certificates.” The Floating Loan Group and the Fixed Loan Group are each referred to in this information circular as a “Loan Group.” The Floating Loan Group Certificates and the Fixed Loan Group Certificates are sometimes referred to in this information circular as “Loan Group Certificates” and all of the certificates comprising either the Floating Loan Group Certificates or the Fixed Loan Group Certificates are sometimes referred to in this information circular as a “Certificate Group.” No class of Floating Loan Group Certificates will be entitled to any distributions of funds attributable to amounts collected on the underlying mortgage loans in the Fixed Loan Group and no class of Fixed Loan Group Certificates will be entitled to any distributions of funds attributable to amounts collected on the underlying mortgage loans in the Floating Loan Group.

- The initial principal balance or notional amount of any class shown in the table may be larger or smaller depending on, among other things, the actual initial Floating Loan Group balance or initial Fixed Loan Group balance, as applicable. The initial Floating Loan Group balance or initial Fixed Loan Group balance may be 5% more or less than the amount shown in the tables on pages 49 and 50, respectively, of this information circular.
- The initial Floating Loan Group balance refers to the aggregate outstanding principal balance of the underlying mortgage loans in the Floating Loan Group as of the Cut-off Date, after application of all payments of principal due with respect to the underlying mortgage loans in the Floating Loan Group on or before the Cut-off Date, whether or not received. The initial Fixed Loan Group balance refers to the aggregate outstanding principal balance of the underlying mortgage loans in the Fixed Loan Group as of the Cut-off Date, after application of all payments of principal due with respect to the underlying mortgage loans in the Fixed Loan Group on or before the Cut-off Date, whether or not received.
- Each class of Floating Loan Group Certificates (other than the class XP certificates) will bear interest and such interest will accrue on the basis of a 360-day year and the actual number of days elapsed in the applicable Interest Accrual Period (an “Actual/360 Basis”).
- Each class of Fixed Loan Group Certificates will bear interest and such interest will accrue based on the assumption that each year is 360 days and consists of 12 months each consisting of 30 days (a “30/360 Basis”).
- Each class of certificates identified in the table as having a pass-through rate of LIBOR plus a specified margin has a *per annum* pass-through rate equal to the lesser of—
 - (i) LIBOR plus the specified margin for that class set forth in that table; and
 - (ii) (a) with respect to the class A-FL certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group for the related distribution date minus the applicable Guarantee Fee Rate (*provided* that in no event will the class A-FL pass-through rate be less than zero) and (b) with respect to the class B-FL certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group for the related distribution date (*provided* that in no event will the class B-FL pass-through rate be less than zero).
- To the extent that the pass-through rate for the class B-FL certificates for any distribution date is capped at the rate set forth in clause (ii) of the preceding bullet point, the holders of such certificates will be entitled to an additional interest payment equal to the difference between (i) LIBOR plus the specified margin and (ii) the applicable capped rate described in clause (ii) of the preceding bullet point, to the extent of funds available for such payment as described in this information circular (such additional interest, “Floating Loan Group Additional Interest Distribution Amounts”). We cannot assure you that any Floating Loan Group Additional Interest Distribution Amounts will ever be payable. See “Description of the Certificates—Distributions—Interest Distributions (Floating Loan Group Certificates)” in this information circular.
- Each class of certificates identified in the table as having a “Fixed” pass-through rate has a fixed pass-through rate that will remain constant at the initial pass-through rate shown for that class in that table.
- The pass-through rate for the class B-FX certificates will be equal to the lesser of (i) 8.00000% *per annum* and (ii) the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group for the related distribution date (*provided* that in no event will the class B-FX pass-through rate be less than zero).
- To the extent that the pass-through rate for the class B-FX certificates for any distribution date is capped at the rate set forth in clause (ii) of the preceding bullet point, the holders of such certificates will be entitled to an additional interest payment equal to the difference between (x) 8.00000% *per annum* and (y) the capped rate described in clause (ii) of the preceding bullet point, to the extent of funds available for such payment as described in this information circular (such additional interest, “Fixed Loan Group Additional Interest Distribution Amounts”). We cannot assure you that any Fixed Loan Group Additional Interest

Distribution Amounts will ever be payable. See “Description of the Certificates—Distributions—Interest Distributions (Fixed Loan Group Certificates)” in this information circular.

- For purposes of calculating the accrual of interest as of any date of determination, (i) the class XI certificates will have a notional amount that is equal to the then total outstanding principal balance of the class A-FL and B-FL certificates and (ii) the class X certificates will have a notional amount that is equal to the then total outstanding principal balance of the class A-1, A-2 and B-FX certificates.
- The class XP certificates will not be entitled to distributions of principal or interest and will only be entitled to distributions of Static Prepayment Premiums, if any, received by the applicable servicer in respect of the underlying mortgage loans in the Floating Loan Group.
- Any Static Prepayment Premium or Yield Maintenance Charge collected in respect of any of the underlying mortgage loans in the Fixed Loan Group will be distributed to the holders of the class A-1, A-2, B-FX and/or X certificates, in the proportions described and subject to the qualifications described under “Description of the Certificates—Distributions—Distributions of Static Prepayment Premiums and Yield Maintenance Charges” in this information circular.
- The pass-through rate for the class XI certificates for any Interest Accrual Period will equal the weighted average of the Class XI Strip Rates (weighted based on the relative sizes of their respective components). The “Class XI Strip Rates” means, for the purposes of calculating the pass-through rate for the class XI certificates, the rates *per annum* at which interest accrues from time to time on the two components of the notional amount of the class XI certificates outstanding immediately prior to the related distribution date. One component will be comprised of the outstanding principal balance of the class A-FL certificates and one component will be comprised of the outstanding principal balance of the class B-FL certificates. For purposes of calculating the pass-through rate for the class XI certificates for each Interest Accrual Period, (i) the Class XI Strip Rate with respect to the component related to the class A-FL certificates will be a rate *per annum* equal to the excess, if any, of (a) the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group for the related distribution date minus the applicable Guarantee Fee Rate, over (b) the pass-through rate for the class A-FL certificates and (ii) the Class XI Strip Rate with respect to the component related to the class B-FL certificates will be a rate *per annum* equal to the excess, if any, of (a) the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group for the related distribution date, over (b) the pass-through rate for the class B-FL certificates. In no event may any Class XI Strip Rate be less than zero.
- The pass-through rate for the class X certificates for any Interest Accrual Period will equal the weighted average of the Class X Strip Rates (weighted based on the relative sizes of their respective components). The “Class X Strip Rates” means, for the purposes of calculating the pass-through rate for the class X certificates, the rates *per annum* at which interest accrues from time to time on the three components of the notional amount of the class X certificates outstanding immediately prior to the related distribution date. One component will be comprised of the outstanding principal balance of the class A-1 certificates, one component will be comprised of the outstanding principal balance of the class A-2 certificates, and one component will be comprised of the outstanding principal balance of the class B-FX certificates. For purposes of calculating the pass-through rate for the class X certificates for each Interest Accrual Period, (i) the applicable Class X Strip Rate with respect to the component related to the class A-1 and A-2 certificates will be a rate *per annum* equal to the excess, if any, of (a) the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group for the related distribution date minus the applicable Guarantee Fee Rate, over (b) the pass-through rate for the class A-1 or A-2 certificates, as applicable and (ii) the Class X Strip Rate with respect to the component related to the class B-FX certificates will be a rate *per annum* equal to the excess, if any, of (a) the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group for such distribution date over (b) the pass-through rate for the class B-FX certificates. In no event may any Class X Strip Rate be less than zero.
- The amount of interest allocated for distribution on the class XI and class B-FL certificates on any distribution date will be distributed in the following order of priority: *first*, to the class XI certificates in an amount up to the Class XI Interest Distribution Amount, *second*, in the following order of priority: (i) to the

Guarantor, in an amount up to the amount of any Outstanding Guarantor Reimbursement Amounts related to the Floating Loan Group on such distribution date and (ii) to the class B-FL certificates, in an amount up to the amount of any Floating Loan Group Unpaid Interest Shortfall remaining unpaid on such class after the distribution of the Available Distribution Amount on such distribution date, *third*, to the class B-FL certificates in an amount up to the amount of such class's Floating Loan Group Additional Interest Distribution Amount, if any, payable on such distribution date and *fourth*, to the class B-FL certificates in an amount up to the amount of any shortfall in the amount of Floating Loan Group Additional Interest Shortfall Amount, if any, remaining unpaid on such class after the distribution of the Available Distribution Amount on such distribution date.

- The amount of interest allocated for distribution on the class X and class B-FX certificates on any distribution date will be distributed in the following order of priority: *first*, to the class X certificates in an amount up to the Class X Interest Distribution Amount, *second*, in the following order of priority: (i) to the Guarantor, in an amount up to the amount of any Outstanding Guarantor Reimbursement Amounts related to the Fixed Loan Group on such distribution date and (ii) to the class B-FX certificates, in an amount up to the amount of any Fixed Loan Group Unpaid Interest Shortfall remaining unpaid on such class after the distribution of the Available Distribution Amount on such distribution date, *third*, to the class B-FX certificates, in an amount up to the amount of the Fixed Loan Group Additional Interest Distribution Amount, if any, payable on such distribution date and *fourth*, to the class B-FX certificates, in an amount up to the amount of any shortfall in the amount of Fixed Loan Group Additional Interest Shortfall Amount, if any, remaining unpaid on such class after the distribution of the Fixed Loan Group Available Distribution Amount on such distribution date.
- “Net Mortgage Pass-Through Rate” means, (i) with respect to any underlying mortgage loan (including any successor REO Loan) in the Floating Loan Group, for any distribution date, a rate *per annum* equal to the greater of (a) the Net Mortgage Interest Rate for such underlying mortgage loan and (b) the Original Net Mortgage Interest Rate for such underlying mortgage loan; *provided that* if the Net Mortgage Interest Rate for any underlying mortgage loan is less than the Original Net Mortgage Interest Rate for such underlying mortgage loan solely due to a reduction in such underlying mortgage loan's interest rate margin over LIBOR that occurs after the Cut-off Date but that was provided for in the related loan agreement as of the Cut-off Date (but, for the avoidance of doubt, that is not due to a modification of such underlying mortgage loan after the Cut-off Date), for purposes of this definition of Net Mortgage Pass-Through Rate, the Original Net Mortgage Interest Rate will also be deemed to be reduced by the amount of such reduction; and (ii)(a) with respect to any underlying mortgage loan (including any successor REO Loan) in the Fixed Loan Group that accrues interest on a 30/360 Basis, for any distribution date, a rate *per annum* equal to the greater of (1) the Net Mortgage Interest Rate for such underlying mortgage loan and (2) the Original Net Mortgage Interest Rate for such underlying mortgage loan; and (b) with respect to any underlying mortgage loan (including any successor REO Loan) in the Fixed Loan Group that accrues interest on an Actual/360 Basis for any distribution date, a rate *per annum* equal to 12 times a fraction, expressed as a percentage (1) the numerator of which fraction is, subject to adjustment as described below in this definition, an amount of interest equal to the product of (A) the number of days in the related interest accrual period for such underlying mortgage loan with respect to the due date for such underlying mortgage loan that occurs during the Collection Period related to such distribution date, multiplied by (B) the Stated Principal Balance of that underlying mortgage loan immediately preceding that distribution date, multiplied by (C) 1/360, multiplied by (D) the greater of (x) the Net Mortgage Interest Rate for such underlying mortgage loan and (y) the Original Net Mortgage Interest Rate for such underlying mortgage loan and (2) the denominator of which is the Stated Principal Balance of such underlying mortgage loan immediately preceding such distribution date.

However, if the subject distribution date occurs during January, except during a leap year, or February (unless in either case, such distribution date is the final distribution date), then, in the case of any underlying mortgage loan (including any successor REO Loan) in the Fixed Loan Group that accrues interest on an Actual/360 Basis, the Net Mortgage Pass-Through Rate will be decreased to reflect any interest reserve amount with respect to the underlying mortgage loan that is transferred from the distribution account to the interest reserve account during that month. Furthermore, if the subject distribution date occurs during March (or February, if the final distribution date occurs in such month), then

in the case of any underlying mortgage loan (including any successor REO Loan) in the Fixed Loan Group that accrues interest on an Actual/360 Basis, the Net Mortgage Pass-Through Rate will be increased to reflect any interest reserve amount(s) with respect to the underlying mortgage loan that are transferred from the interest reserve account to the distribution account during that month for distribution on such distribution date.

- “Net Mortgage Interest Rate” means, (i) with respect to any underlying mortgage loan (including any successor REO Loan) in the Floating Loan Group, the related mortgage interest rate (LIBOR plus a spread) then in effect reduced by the sum of the annual rates at which the master servicer surveillance fee (if any), the special servicer surveillance fee (if any), the master servicing fee, the sub-servicing fee (including the Securitization Compensation portion of the sub-servicing fee), the certificate administrator fee, the trustee fee and the CREFC[®] Intellectual Property Royalty License Fee are calculated and (ii) with respect to any underlying mortgage loan (including any successor REO Loan) in the Fixed Loan Group, the related mortgage interest rate then in effect reduced by the sum of the annual rates at which the master servicer surveillance fee (if any), the special servicer surveillance fee (if any), the master servicing fee, the sub-servicing fee, the certificate administrator fee, the trustee fee and the CREFC[®] Intellectual Property Royalty License Fee are calculated.
- “Original Net Mortgage Interest Rate” means, with respect to any underlying mortgage loan (including any successor REO Loan), the Net Mortgage Interest Rate in effect for such underlying mortgage loan as of the Cut-off Date (or, in the case of any underlying mortgage loan substituted in replacement of another underlying mortgage loan pursuant to or as contemplated by the mortgage loan purchase agreement, as of the date of substitution).
- “Weighted Average Net Mortgage Pass-Through Rate” means, with respect to any Loan Group and each distribution date, the weighted average of the respective Net Mortgage Pass-Through Rates with respect to all of the underlying mortgage loans (including any REO Loans) in such Loan Group for that distribution date, weighted on the basis of their respective Stated Principal Balances immediately prior to that distribution date.

See “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this information circular.

The document that will govern the issuance of the certificates, the creation of the related issuing entity and the servicing and administration of the underlying mortgage loans will be a pooling and servicing agreement to be dated as of November 1, 2018 (the “Pooling and Servicing Agreement”) among us, as depositor, Freddie Mac, as master servicer, U.S. Bank National Association, as trustee, certificate administrator and custodian, CWC Capital Asset Management LLC, as primary special servicer (in such capacity, the “Primary Special Servicer”), KeyBank National Association, as backup special servicer (the “Backup Special Servicer”), and Freddie Mac, acting in certain other capacities described in this information circular.

The certificates will evidence the entire beneficial ownership of the issuing entity that we intend to establish. The primary assets of that issuing entity will be a segregated pool of junior-lien multifamily mortgage loans, comprising two Loan Groups. The mortgage loans included in the issuing entity were originated between August 27, 2015 and August 1, 2018. Each of the underlying mortgage loans is secured by a second, third or fourth lien mortgage on a mortgaged real property. Each mortgaged real property is also subject to a first-lien senior mortgage that was previously purchased by Freddie Mac and securitized in a prior Freddie Mac-sponsored securitization and, in some cases, is subject to a second-lien and third-lien senior mortgage loan that was previously purchased by Freddie Mac and securitized in a prior Freddie Mac-sponsored securitization. The underlying mortgage loans will provide for monthly debt service payments and, except as described under “—The Underlying Mortgage Loans” below, will have fixed or floating mortgage interest rates in the absence of default. The Floating Loan Group is comprised of 4 underlying mortgage loans and the Fixed Loan Group is comprised of 82 underlying mortgage loans. All of the underlying mortgage loans in the Floating Loan Group have the benefit of interest rate cap agreements purchased from third party sellers that are currently in place. We will acquire the underlying mortgage loans, for deposit in the issuing entity, from the mortgage loan seller. As of the applicable due dates in November 2018 for the underlying mortgage loans (which will be November 1, 2018, subject, in some cases, to a next succeeding business day convention), which we refer to in this information circular as the “Cut-off Date,” the underlying mortgage loans will have the general characteristics discussed under the heading “—The Underlying Mortgage Loans” below.

Relevant Parties/Entities

Issuing Entity	FREMF 2018-KJ22 Mortgage Trust, a New York common law trust, will be formed on the Closing Date pursuant to the Pooling and Servicing Agreement. See “Description of the Issuing Entity” in this information circular.
Mortgage Loan Seller	Freddie Mac, a corporate instrumentality of the United States created and existing under Title III of the Emergency Home Finance Act of 1970, as amended (the “ <u>Freddie Mac Act</u> ”), or any successor to it, will act as the mortgage loan seller. Freddie Mac will also act as the guarantor of the offered certificates (in such capacity, the “ <u>Guarantor</u> ”), the master servicer and the servicing consultant with respect to the underlying mortgage loans. Freddie Mac maintains an office at 8200 Jones Branch Drive, McLean, Virginia 22102. See “—Master Servicer and Servicing Consultant” below and “Description of the Mortgage Loan Seller and Guarantor” in this information circular.
Depositor	Banc of America Merrill Lynch Commercial Mortgage Inc., a Delaware corporation, will create the issuing entity and transfer the underlying mortgage loans to it. We are an affiliate of Merrill Lynch, Pierce, Fenner & Smith Incorporated, which will be the initial purchaser of the class B-FL and class B-FX certificates, is one of the placement agents for the SPCs and is expected to purchase a portion of the class A-FL SPCs. Our principal executive office is located at One Bryant Park, New York, New York 10036. All references to “we,” “us” and “our” in this information circular are intended to mean Banc of America Merrill Lynch Commercial Mortgage Inc. See “Description of the Depositor” in this information circular.
Originators	Each underlying mortgage loan was originated by one of the Originators, and was acquired by the mortgage loan seller. See “Description of the Underlying Mortgage Loans—Significant Originators” in this information circular for information regarding any Originator that has originated a significant portion of one or both Loan Groups.
Master Servicer and Servicing Consultant	Freddie Mac will act as the master servicer and the servicing consultant with respect to the underlying mortgage loans. Freddie Mac is also the mortgage loan seller and the Guarantor of the offered certificates. Freddie Mac maintains a servicing office at 8100 Jones Branch Drive, McLean, Virginia 22102. As of the Closing Date, each of the underlying mortgage loans will be sub-serviced by various sub-servicers pursuant to sub-servicing agreements between the master servicer and each of the sub-servicers (each, a “ <u>Sub-Servicing Agreement</u> ”). Subject to meeting certain requirements, each Originator has the right to, and may, appoint itself or its affiliate as the sub-servicer for any of the underlying mortgage loans it originated. See “The Pooling and Servicing Agreement—Significant Sub-Servicers” and “—Summary of Significant Sub-Servicing Agreements” in this information circular for information regarding any sub-servicer that is sub-servicing a significant portion of one or both Loan Groups and information regarding the terms of the related Sub-Servicing Agreement. See Exhibit A-1 for the identity of the applicable Originator for each underlying mortgage loan.

As consideration for servicing the underlying mortgage loans, the master servicer will receive a master servicing fee and a sub-servicing fee with respect to each underlying mortgage loan.

In addition, the master servicer will receive a master servicer surveillance fee with respect to each Surveillance Fee Mortgage Loan, subject to the rights of the sub-servicers described in “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—The Servicing Fee” in this information circular. See “Description of the Certificates—Fees and Expenses” in this information circular for the applicable rates at which such fees accrue and “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—The Servicing Fee” in this information circular for further information regarding such fees.

The master servicing fee, the master servicer surveillance fee and the sub-servicing fees (including the Securitization Compensation portion of the sub-servicing fees, if any) are components of the “Administration Fee Rate” set forth on Exhibit A-1. Such fees are calculated on the same basis as interest on each underlying mortgage loan and will be paid out of interest payments received from the related borrower prior to any distributions being made on the offered certificates. The master servicer will also be entitled to additional servicing compensation in the form of borrower-paid fees as more particularly described in this information circular. See “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—Additional Servicing Compensation” and “—The Master Servicer” in this information circular.

Role of the Special Servicer

The underlying mortgage loans will be specially-serviced by the special servicer. In general, the special servicer role will be performed by the Primary Special Servicer. However, if the Primary Special Servicer is also acting as the Senior Loan Special Servicer for any related Senior Loan, the Primary Special Servicer may (or, if so directed by the applicable Approved Directing Certificateholder, will be required to) notify in writing the Backup Special Servicer that the Backup Special Servicer is to serve as the special servicer with respect to such underlying mortgage loan. If such notice to the Backup Special Servicer is delivered, the Backup Special Servicer will be deemed to be the special servicer with respect to such underlying mortgage loan and will be the “special servicer” for such underlying mortgage loan for all purposes under the Pooling and Servicing Agreement, and the Primary Special Servicer will no longer be considered the special servicer of such underlying mortgage loan or have any rights (other than to any accrued and unpaid compensation and any applicable indemnification rights), obligations or liabilities with respect to such underlying mortgage loan. The Primary Special Servicer will be required to notify the applicable directing certificateholder if the Primary Special Servicer is acting as the Senior Loan Special Servicer with respect to any Senior Loan, other than any Senior Loan for which the Primary Special Servicer is acting in such capacity on the Closing Date. The Primary Special Servicer will not have any liability for the actions or performance of the Backup Special Servicer. See “—Primary Special Servicer” and “—Backup Special Servicer” below. In general, references throughout this information circular to “special servicer” refer to the Primary Special Servicer or the Backup Special Servicer, as

applicable, with respect to any underlying mortgage loan or REO Property.

“Senior Loan Special Servicer” means with respect to any underlying mortgage loan, the special servicer of any related Senior Loan under the related Senior Loan Pooling and Servicing Agreement.

The special servicer will, in general, be responsible for servicing and administering:

- underlying mortgage loans that, in general, are in default or as to which default is reasonably foreseeable; and
- any real estate acquired by the issuing entity upon foreclosure of a Defaulted Loan.

As consideration for servicing each Specially Serviced Mortgage Loan and each underlying mortgage loan as to which the corresponding mortgaged real property has become subject to a foreclosure proceeding, the special servicer will receive a special servicing fee. In addition, the special servicer will receive a special servicer surveillance fee with respect to each Surveillance Fee Mortgage Loan. The special servicer surveillance fee is a component of the “Administration Fee Rates” set forth on Exhibit A-1. Such fees will be calculated on the same basis as interest on each underlying mortgage loan and will generally be payable to the special servicer monthly from collections on the underlying mortgage loans. Additionally, the special servicer will, in general, be entitled to receive a workout fee with respect to each Specially Serviced Mortgage Loan that has been returned to performing status. The special servicer will also be entitled to receive a liquidation fee with respect to each Specially Serviced Mortgage Loan for which it obtains a full, partial or discounted payoff or otherwise recovers Liquidation Proceeds. However, no liquidation fee is payable in connection with certain purchases by the applicable directing certificateholder, the mortgage loan seller or the Primary Special Servicer. See “Description of the Certificates—Fees and Expenses” in this information circular for the applicable rates at which such fees accrue and “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—Principal Special Servicing Compensation” in this information circular for further information regarding such fees.

The Primary Special Servicer and the Backup Special Servicer may each be terminated with respect to any Loan Group by the applicable directing certificateholder, who may appoint a replacement Primary Special Servicer and/or Backup Special Servicer, as applicable, for such Loan Group meeting the Successor Servicer Requirements, including Freddie Mac’s approval, which approval may not be unreasonably withheld or delayed. See “The Pooling and Servicing Agreement—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties” and “—The Role of the Special Servicer” in this information circular.

The Pooling and Servicing Agreement provides that in certain circumstances the applicable Approved Directing Certificateholder (if any) may, at its own expense, request that a person (which may be the special servicer) (in such capacity, the “Directing Certificateholder”

Servicing Consultant”) prepare and deliver a recommendation relating to a requested waiver of any “due-on-sale” or “due-on-encumbrance” clause for Specially Serviced Mortgage Loans or a requested consent to certain modifications, waivers or amendments for certain non-Specially Serviced Mortgage Loans in the related Loan Group. See “The Pooling and Servicing Agreement—Enforcement of “Due-on-Sale” and “Due-on-Encumbrance” Clauses” and “—Modifications, Waivers, Amendments and Consents” in this information circular.

If an Affiliated Borrower Special Servicer Loan Event occurs with respect to the Primary Special Servicer or the Backup Special Servicer (in the case of the Backup Special Servicer, solely if it is then acting as the special servicer with respect to the related underlying mortgage loan), as applicable, the Pooling and Servicing Agreement will require that the Primary Special Servicer or the Backup Special Servicer, as applicable, promptly resign as the Primary Special Servicer or the Backup Special Servicer, as applicable, of the related Affiliated Borrower Special Servicer Loan and provides for the appointment of a successor Affiliated Borrower Special Servicer to act as the Primary Special Servicer or the Backup Special Servicer, as applicable, with respect to such Affiliated Borrower Special Servicer Loan. For further information relating to Affiliated Borrower Special Servicer Loan Events, see “The Pooling and Servicing Agreement—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties—Resignation of the Master Servicer, the Primary Special Servicer or the Backup Special Servicer” and “—Removal of the Master Servicer, the Primary Special Servicer, the Backup Special Servicer and any Sub-Servicer.”

Primary Special Servicer

CWCapital Asset Management LLC, a Delaware limited liability company (“CWCAM”), is expected to act as the Primary Special Servicer with respect to the underlying mortgage loans that have not become Affiliated Borrower Special Servicer Loans as to the Primary Special Servicer. CWCAM also may, in certain circumstances, act as the Affiliated Borrower Loan Directing Certificateholder with respect to Affiliated Borrower Loans that are not Affiliated Borrower Special Servicer Loans as to the Primary Special Servicer and may, if requested, act as the Directing Certificateholder Servicing Consultant. CWCAM is owned by an affiliate of Fortress Investment Group LLC (“Fortress”). Until the third week of January 2016, Fortress, directly or through an affiliate, was a participant in a joint venture with an affiliate of Walker & Dunlop, LLC, which is an Originator and sub-servicer of certain underlying mortgage loans. Neither CWCAM nor the joint venture has been involved in or otherwise controlled the business of the other in any material respect. On February 14, 2017, Fortress and SoftBank Group Corp., a corporation organized under the laws of Japan (“SoftBank”), issued a joint press release announcing that they had entered into definitive agreements pursuant to which SoftBank agreed to acquire Fortress. On December 27, 2017, SoftBank completed its acquisition of Fortress and announced that Fortress will operate within SoftBank as an independent business headquartered in New York. The principal commercial mortgage servicing offices of CWCAM are located at 7501 Wisconsin Avenue, Suite 500 West, Bethesda, Maryland 20814. See “—Role of the Special Servicer” above and “The Pooling and Servicing Agreement—The Primary Special Servicer” in this information circular.

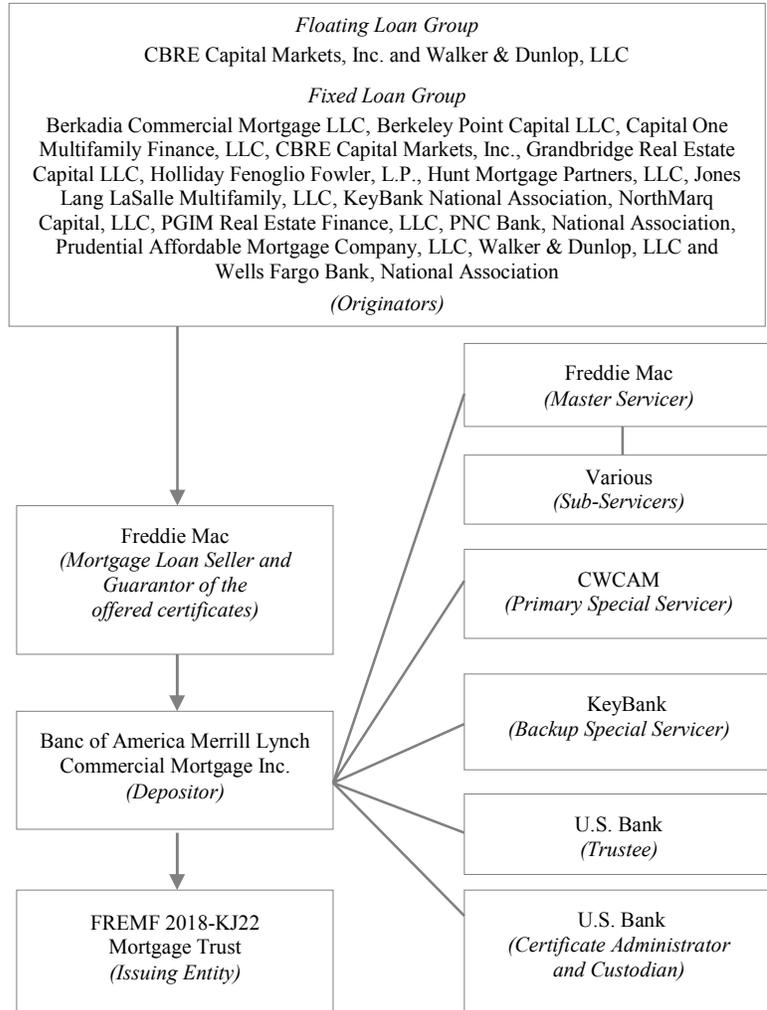
Backup Special Servicer..... KeyBank National Association, a national banking association (“KeyBank”), is expected to act as the Backup Special Servicer with respect to the underlying mortgage loans. KeyBank also may, in certain circumstances, act as the Affiliated Borrower Loan Directing Certificateholder with respect to any Affiliated Borrower Loan that is not an Affiliated Borrower Special Servicer Loan with respect to the Backup Special Servicer and with respect to which the Backup Special Servicer has become the special servicer, and may, if requested, act as the Directing Certificateholder Servicing Consultant. KeyBank originated 3 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 1.8% of the initial Fixed Loan Group balance, and will sub-service the underlying mortgage loans it originated. As of the Cut-off Date, KeyBank is the Senior Loan Special Servicer with respect to certain Senior Loans in the securitization and is the Senior Loan Master Servicer with respect to certain Senior Loans in the securitization. The principal special servicing office of the Backup Special Servicer is located at 11501 Outlook Street, Suite 300, Overland Park, Kansas 66211. See “—Role of the Special Servicer” above and “The Pooling and Servicing Agreement—The Backup Special Servicer” in this information circular.

Trustee, Certificate Administrator and Custodian..... U.S. Bank National Association, a national banking association (“U.S. Bank”), will act as the trustee on behalf of the certificateholders. The trustee’s principal address is One Federal Street, 3rd Floor, Mail Code EX-MA-FED, Boston, Massachusetts 02110. As consideration for acting as trustee, U.S. Bank will receive a trustee fee. The trustee fee is a component of the “Administration Fee Rates” set forth on Exhibit A-1. Such fee will be calculated on the same basis as interest on each underlying mortgage loan. See “Description of the Certificates—Fees and Expenses” in this information circular for the applicable rate at which such fee accrues and “The Pooling and Servicing Agreement—Matters Regarding the Trustee, the Certificate Administrator and the Custodian” in this information circular for further information regarding such fees.

U.S. Bank will also act as the certificate administrator, the custodian and the certificate registrar. The certificate administrator’s principal address is One Federal Street, 3rd Floor, Mail Code EX-MA-FED, Boston Massachusetts 02110 (and for certificate transfer purposes, 111 Fillmore Avenue, St. Paul, Minnesota 55107, Attention: Bondholder Services – FREMF 2018-KJ22), and it has a custodial office at 1133 Rankin Street, Suite 100, St. Paul, Minnesota 55116, Attention: Document Custody Services - FREMF 2018-KJ22. As consideration for acting as certificate administrator, custodian and certificate registrar, U.S. Bank will receive a certificate administrator fee. The certificate administrator fee is a component of the “Administration Fee Rates” set forth on Exhibit A-1. Such fee will be calculated on the same basis as interest on each underlying mortgage loan. See “Description of the Certificates—Fees and Expenses” in this information circular for the applicable rate at which such fee accrues, “The Pooling and Servicing Agreement—Matters Regarding the Trustee, the Certificate Administrator and the Custodian” in this information circular for further information regarding such fees and “The Pooling and Servicing Agreement—The Trustee, Certificate Administrator and Custodian” in this information circular for further

information about the trustee, the certificate administrator and the custodian.

Parties The following diagram illustrates the various parties involved in the transaction and their functions.



Directing Certificateholders There will be two directing certificateholders under the Pooling and Servicing Agreement.

Each Certificate Group will have a corresponding directing certificateholder and a corresponding Controlling Class Majority Holder. The “directing certificateholder” with respect to the Floating Loan Group Certificates will be the Controlling Class Majority Holder with respect to the Floating Loan Group Certificates or its designee; *provided* that if the class A-FL certificates are the Controlling Class with respect to the Floating Loan Group Certificates, Freddie Mac, as the holder of the class A-FL certificates, or its designee will act as the directing certificateholder with respect to the Floating Loan Group Certificates and be deemed an Approved Directing Certificateholder with respect to the Floating Loan Group Certificates. It is anticipated that KARED II Securities, LLC, a Delaware limited liability company and an affiliate of Kayne Anderson Real Estate Advisors, LLC, will be designated as the initial directing certificateholder with respect to the

Floating Loan Group Certificates (the “Initial Floating Loan Group Directing Certificateholder”).

The “directing certificateholder” with respect to the Fixed Loan Group Certificates will be the Controlling Class Majority Holder with respect to the Fixed Loan Group Certificates or its designee; *provided* that if the class A-1 and A-2 certificates are the Controlling Class with respect to the Fixed Loan Group Certificates, Freddie Mac, as the holder of the class A-1 and A-2 certificates, or its designee will act as the directing certificateholder with respect to the Fixed Loan Group Certificates and be deemed an Approved Directing Certificateholder. It is anticipated that KARED II Securities, LLC, a Delaware limited liability company and an affiliate of Kayne Anderson Real Estate Advisors, LLC, will be designated as the initial directing certificateholder with respect to the Fixed Loan Group Certificates (the “Initial Fixed Loan Group Directing Certificateholder”).

For more information regarding the identity and selection of the applicable directing certificateholder and the procedure for a Controlling Class Majority Holder becoming or designating an Approved Directing Certificateholder, see “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholders” in this information circular.

For purposes of this information circular, the “directing certificateholder,” “Approved Directing Certificateholder” or “Controlling Class Majority Holder” means, as applicable, the directing certificateholder, Approved Directing Certificateholder or Controlling Class Majority Holder with respect to the Floating Loan Group Certificates or the directing certificateholder, Approved Directing Certificateholder or Controlling Class Majority Holder with respect to the Fixed Loan Group Certificates, as provided above. The applicable directing certificateholder, applicable Approved Directing Certificateholder or applicable Controlling Class Majority Holder will only have rights with respect to decisions involving solely the underlying mortgage loans in the related Loan Group or solely the related Certificate Group or as otherwise set forth in the Pooling and Servicing Agreement.

As and to the extent described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this information circular, the applicable Approved Directing Certificateholder (if any) may direct the master servicer or the special servicer with respect to various servicing matters involving each of the underlying mortgage loans in the related Loan Group. The applicable directing certificateholder that is not an Approved Directing Certificateholder will not have such rights with respect to such servicing matters, but will be entitled to exercise the Controlling Class Majority Holder Rights described in this information circular with respect to each of the underlying mortgage loans in the related Loan Group.

Upon the occurrence and during the continuance of any Affiliated Borrower Loan Event with respect to any underlying mortgage loan, any right of the applicable directing certificateholder to (i) approve and consent to certain actions with respect to such underlying mortgage loan, (ii) exercise an option to purchase a Defaulted Loan in the related

Loan Group, a defaulted Senior Loan and any related Subordinate Lien Senior Loans that are senior to such underlying mortgage loan at a specified price and (iii) access certain information and reports regarding such underlying mortgage loan will be restricted as described in “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report,” “—Senior Loan Purchase Option” and “—Purchase Option,” as applicable, in this information circular. Upon the occurrence and during the continuance of an Affiliated Borrower Loan Event, (i) the master servicer, if Freddie Mac is then acting as master servicer, (ii) the Guarantor, if Freddie Mac is not then acting as master servicer and any Guaranteed Certificates are outstanding, or (iii) the special servicer, if Freddie Mac is not acting as the master servicer and no Guaranteed Certificates are then outstanding, will be required to exercise any approval, consent, consultation or other rights with respect to any matters related to an Affiliated Borrower Loan as described in “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this information circular.

As of the Closing Date, no Affiliated Borrower Loan Event is expected to exist with respect to either Initial Directing Certificateholder.

The Pooling and Servicing Agreement provides that in certain circumstances the applicable Approved Directing Certificateholder (if any) may, at its own expense, request that the Directing Certificateholder Servicing Consultant prepare and deliver recommendations relating to certain requests for consent to assumptions, modifications, waivers or amendments with respect to the related Loan Group. See “The Pooling and Servicing Agreement—Enforcement of “Due-on-Sale” and “Due-on-Encumbrance” Clauses” and “—Modifications, Waivers, Amendments and Consents” in this information circular. The applicable Approved Directing Certificateholder (if any) will be entitled to certain borrower-paid fees in connection with such assumptions, modifications, waivers, amendments or consents with respect to the related Loan Group. See “Description of the Certificates—Fees and Expenses” in this information circular.

Guarantor..... Freddie Mac will act as Guarantor of the class A-FL, A-1, A-2, XI, XP and X certificates offered by this information circular. Freddie Mac will be entitled to a Guarantee Fee described under “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this information circular. For a discussion of the Freddie Mac Guarantee, see “—The Offered Certificates—Freddie Mac Guarantee” below and “Description of the Mortgage Loan Seller and Guarantor—Proposed Operation of Multifamily Mortgage Business on a Stand-Alone Basis” in this information circular.

Junior Loan Holder Although all of the underlying mortgage loans are junior-lien mortgage loans secured by the related mortgaged real property, if the related borrowers exercise their options to obtain additional supplemental secured financing described under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt” in this information circular, Freddie Mac will be the initial holder of more-junior loans secured by more-junior liens on the applicable mortgaged real

properties (subject to intercreditor agreements). Freddie Mac may subsequently transfer existing or additional Junior Loans it holds in secondary market transactions, including securitizations.

Senior Loan Holder Each of the underlying mortgage loans is subordinate to the mortgage of a first-lien Senior Loan that was previously purchased by Freddie Mac and securitized in a prior Freddie Mac-sponsored securitization. The holder of each first-lien Senior Loan (the “**Senior Loan Holder**”) is the related securitization trust. Many of the underlying mortgage loans are also subordinate to other Senior Loans that are non-first lien loans and that are included in the issuing entity or have otherwise been securitized in another securitization.

Significant Dates and Periods

Cut-off Date..... The underlying mortgage loans will be considered assets of the issuing entity as of their applicable due dates in November 2018 (which will be November 1, 2018, subject, in some cases, to a next succeeding business day convention). All payments and collections received on each of the underlying mortgage loans after the Cut-off Date, excluding any payments or collections that represent amounts due on or before the Cut-off Date, will belong to the issuing entity.

Closing Date The date of initial issuance for the certificates will be on or about November 19, 2018.

Due Dates..... Subject, in some cases, to a next succeeding business day convention, monthly installments of principal and/or interest will be due on the first day of the month with respect to each of the underlying mortgage loans.

Determination Date The monthly cut-off for collections on the underlying mortgage loans that are to be distributed, and information regarding the underlying mortgage loans that is to be reported, to the holders of the certificates on any distribution date will be the close of business on the determination date in the same month as that distribution date. The determination date will be the 11th calendar day of each month, commencing in December 2018, or, if the 11th calendar day of any such month is not a Business Day, then the next succeeding Business Day.

Distribution Date Distributions of principal and/or interest on the certificates are scheduled to occur monthly, commencing in December 2018. The distribution date will be the 25th calendar day of each month, or, if the 25th calendar day of any such month is not a Business Day, then the next succeeding Business Day.

Record Date..... The record date for each monthly distribution on a certificate will be the last Business Day of the prior calendar month. The registered holders of the certificates at the close of business on each record date will be entitled to receive any distribution on those certificates on the following distribution date, except that the final distribution on any offered certificate will be made only upon presentation and surrender of that certificate at a designated location.

Collection Period..... Amounts available for distribution on the certificates of any Certificate Group on any distribution date will depend on the payments and other collections received, and any advances of payments due, on or with

respect to the underlying mortgage loans in the related Loan Group during the related Collection Period. Each Collection Period—

- will relate to a particular distribution date;
- will begin when the prior Collection Period ends or, in the case of the first Collection Period, will begin on the Cut-off Date; and
- will end at the close of business on the determination date that occurs in the same month as the related distribution date.

Interest Accrual Period The amount of interest payable with respect to the interest-bearing classes of certificates on any distribution date will be a function of the interest accrued during the related Interest Accrual Period. The “Interest Accrual Period” means, (i) with respect to the Floating Loan Group Certificates and any distribution date, the period beginning on and including the 25th day of the month preceding the month in which such distribution date occurs (or beginning on and including the Closing Date, in the case of the first distribution date) and ending on and including the 24th day of the month in which such distribution date occurs, (ii) with respect to the Fixed Loan Group Certificates and any distribution date, the calendar month immediately preceding the month in which that distribution date occurs (deemed to consist of 30 days) and (iii) with respect to any due date and (a) any underlying mortgage loan in the Fixed Loan Group, the period during which interest payable on such due date on such Loan accrues pursuant to the related note and (b) any underlying mortgage loan in the Floating Loan Group, the calendar month immediately preceding the month in which such due date occurs.

Assumed Final Distribution Date For each class of offered certificates, the applicable date set forth on the cover page.

The Offered Certificates

General The certificates offered by this information circular are the class A-FL, A-1, A-2, XI, XP and X certificates. Each class of offered certificates will have the initial principal balance or notional amount and, except for the class XP certificates, pass-through rate set forth or described in the table on page 5 or otherwise described above under “—Transaction Overview.” There are no other securities offered by this information circular.

Certificate Groups The certificates (other than the class R certificates) will be divided into 2 Certificate Groups, the Floating Loan Group Certificates (backed by the Floating Loan Group) and the Fixed Loan Group Certificates (backed by the Fixed Loan Group). The certificates in each Certificate Group will be entitled to distributions of amounts attributable to amounts collected on the related Loan Group and will not be entitled to any distributions of funds attributable to amounts collected on the other Loan Group.

Collections The master servicer or the special servicer, as applicable, will be required to make reasonable efforts in accordance with the Servicing Standard to collect all payments due under the terms and provisions of the underlying mortgage loans. Such payments will be deposited in the collection account on a daily basis.

Distributions..... Funds collected or advanced on the underlying mortgage loans in each Loan Group will be distributed on each corresponding distribution date to the holders of certificates in the related Certificate Group, in each case, net of (i) specified issuing entity expenses, including master servicing fees, special servicing fees, sub-servicing fees, master servicer surveillance fees, special servicer surveillance fees, certificate administrator fees, trustee fees, Guarantee Fees, CREFC® Intellectual Property Royalty License Fees, certain expenses, related compensation and indemnities in respect of the corresponding Loan Group or Certificate Group, (ii) amounts used to reimburse advances made by the master servicer or the trustee in respect of the corresponding Loan Group or Certificate Group and (iii) amounts used to reimburse Guarantor Payments or interest on such amounts in respect of the corresponding Loan Group or Certificate Group.

Priority of Distributions and Subordination (Floating Loan Group Certificates).....

In general, if no Floating Loan Group Waterfall Trigger Event has occurred and is continuing, the class A-FL and B-FL certificates will be entitled to receive principal collected or advanced in respect of performing underlying mortgage loans in the Floating Loan Group on a *pro rata* basis, based on their respective outstanding principal balances relative to the total outstanding principal balance of all of the Floating Loan Group Principal Balance Certificates. However, if a Floating Loan Group Waterfall Trigger Event has occurred and is continuing, the class A-FL and B-FL certificates will be entitled, in that sequential order, to principal collected or advanced with respect to performing underlying mortgage loans in the Floating Loan Group, in each case until their respective outstanding principal balances have been reduced to zero. Whether or not a Floating Loan Group Waterfall Trigger Event has occurred and is continuing, the class A-FL and B-FL certificates will be generally entitled to receive, in that sequential order, principal collected or advanced in respect of certain Specially Serviced Mortgage Loans in the Floating Loan Group, in each case until their respective outstanding principal balances have been reduced to zero. Distributions of principal to the class B-FL certificates in all cases will follow reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-FL and XI certificates.

A “Floating Loan Group Waterfall Trigger Event” means, with respect to any distribution date and the Floating Loan Group Certificates, when the aggregate Stated Principal Balance of the underlying mortgage loans in the Floating Loan Group (other than Specially Serviced Mortgage Loans) as of the related determination date is less than or equal to 25% of the aggregate Cut-off Date Principal Balance of all of the underlying mortgage loans in the Floating Loan Group outstanding on the Cut-off Date.

In general, the allocation of interest distributions between the class A-FL and XI certificates is to be made concurrently on a *pro rata* basis based on the interest accrued with respect to each such class, subject, in the case of the class XI certificates, to the payment of the Floating Loan Group Additional Interest Distribution Amounts from amounts otherwise payable to the class XI certificates. The interest distributions on the class B-FL certificates (including any Floating Loan Group Unpaid Interest Shortfalls) will be made (prior to payment of any Floating Loan Group Additional Interest Distribution Amounts),

following interest distributions on the class A-FL and XI certificates to which such classes are entitled on the applicable distribution date and following reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-FL and XI certificates. See “Description of the Certificates—Distributions—Priority of Distributions (Floating Loan Group Certificates)” in this information circular.

The class XI certificates do not have a principal balance and do not entitle holders of such certificates to distributions of principal.

No form of credit enhancement will be available to you as a holder of class A-FL or XI certificates, other than (i) in the case of class A-FL and XI certificates, the subordination of the class B-FL certificates to the class A-FL and XI certificates and (ii) the Freddie Mac Guarantee, as described under “—Freddie Mac Guarantee” below and “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this information circular.

The class XP certificates will be entitled to receive Static Prepayment Premiums, if any, received by the applicable servicer in respect of the underlying mortgage loans in the Floating Loan Group.

No class of Floating Loan Group Certificates will be entitled to any distributions of funds attributable to amounts collected on the underlying mortgage loans in the Fixed Loan Group.

Priority of Distributions and Subordination (Fixed Loan Group Certificates)

In general, if no Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, the class A-1 and A-2 certificates (as a collective group) and the class B-FX certificates will be entitled to receive principal collected or advanced in respect of performing underlying mortgage loans on a *pro rata* basis, based on their respective outstanding principal balances relative to the total outstanding principal balance of all of the certificates, and such principal distributions to the class A-1 and A-2 certificates will be made in that sequential order. However, if a Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, the class A-1, A-2 and B-FX certificates will generally be entitled, in that sequential order, to principal collected or advanced with respect to performing underlying mortgage loans in the Fixed Loan Group, in each case until their respective outstanding principal balances have been reduced to zero. Whether or not a Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, the class A-1, A-2 and B-FX certificates will be entitled to receive, in that sequential order, principal collected or advanced in respect of certain Specially Serviced Mortgage Loans in the Fixed Loan Group, in each case until their respective outstanding principal balances have been reduced to zero. If the outstanding principal balance of the class B-FX certificates has been reduced to zero as a result of losses on the underlying mortgage loans in the Fixed Loan Group and/or default-related or other unanticipated issuing entity expenses, the class A-1 and A-2 certificates will be entitled to principal distributions on a *pro rata* basis in accordance with their outstanding principal balances. Distributions of principal to the class B-FX certificates in all cases will follow reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-1, A-2 and X certificates.

A “Fixed Loan Group Waterfall Trigger Event” means with respect to any distribution date and for the Fixed Loan Group Certificates, the existence of any of the following: (i) the number of underlying mortgage loans in the Fixed Loan Group (other than Specially Serviced Mortgage Loans) held by the issuing entity as of the related determination date is less than or equal to 8 or (ii) the aggregate Stated Principal Balance of the underlying mortgage loans in the Fixed Loan Group (other than Specially Serviced Mortgage Loans) as of the related determination date is less than or equal to 15% of the aggregate Cut-off Date Principal Balance of all underlying mortgage loans in the Fixed Loan Group outstanding on the Cut-off Date.

In general, the allocation of interest distributions among the class A-1, A-2 and X certificates is to be made concurrently on a *pro rata* basis based on the interest accrued with respect to each such class, subject, in the case of the class X certificates, to the payment of Fixed Loan Group Additional Interest Distribution Amounts from amounts otherwise payable to the class X certificates. Any Fixed Loan Group Unpaid Interest Shortfalls payable on the class B-FX certificates will be payable prior to payment of any applicable Fixed Loan Group Additional Interest Distribution Amounts to the class B-FX certificates. The interest distributions on the class B-FX certificates will be made following interest distributions on the class A-1, A-2 and X certificates to which such classes are entitled on the applicable distribution date and following reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-1, A-2 and X certificates. See “Description of the Certificates—Distributions—Priority of Distributions (Fixed Loan Group Certificates)” in this information circular.

The class X certificates do not have a principal balance and do not entitle holders of such certificates to distributions of principal.

No form of credit enhancement will be available to you as a holder of offered Fixed Loan Group Certificates other than (i) the subordination of the class B-FX certificates to the class A-1, A-2 and X certificates and (ii) the Freddie Mac Guarantee, as described under “—Freddie Mac Guarantee” below and “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this information circular.

No class of Fixed Loan Group Certificates will be entitled to any distributions of funds attributable to amounts collected on the underlying mortgage loans in the Floating Loan Group.

Freddie Mac Guarantee

It is a condition to the issuance of the offered certificates that they be purchased by Freddie Mac and that Freddie Mac guarantee certain payments on the offered certificates, as described in this information circular (the “Freddie Mac Guarantee”). Any Guarantor Payment made to the (i) class A-FL certificates will reduce the outstanding principal balance of such class and will also result in a corresponding reduction in the notional amount of the class XI certificates and (ii) class A-1 or A-2 certificates in respect of principal will reduce the outstanding principal balance of such class by a corresponding amount and will also result in a corresponding reduction in the notional amount of the class X certificates. The Freddie Mac Guarantee does not cover Yield Maintenance Charges, Static Prepayment Premiums or any other prepayment premiums related to the underlying mortgage loans (except

with respect to a guarantee that Static Prepayment Premiums, if any, actually received by the applicable servicer in respect of the underlying mortgage loans in the Floating Loan Group will be distributed to the holders of the class XP certificates). In addition, the Freddie Mac Guarantee does not cover any loss of yield on (i) the class XI certificates due to the payment of Floating Loan Group Additional Interest Distribution Amounts to the class B-FL certificates or applicable Outstanding Guarantor Reimbursement Amounts to the Guarantor or a reduction in the notional amount of the class XI certificates resulting from a reduction of the outstanding principal balance of any class of Floating Loan Group Principal Balance Certificates or (ii) the class X certificates due to the payment of Fixed Loan Group Additional Interest Distribution Amounts to the class B-FX certificates or applicable Outstanding Guarantor Reimbursement Amounts to the Guarantor or a reduction in the notional amount of the class X certificates resulting from a reduction of the outstanding principal balance of any class of Fixed Loan Group Principal Balance Certificates. See “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this information circular.

Freddie Mac will be entitled to a Guarantee Fee described under “Description of the Certificates—Fees and Expenses” and “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this information circular.

The offered certificates are not guaranteed by the United States and do not constitute debts or obligations of the United States or any agency or instrumentality of the United States other than Freddie Mac. If Freddie Mac were unable to pay under the Freddie Mac Guarantee, the offered certificates could be subject to losses.

Freddie Mac will not guarantee any class of certificates other than the offered certificates.

Interest Distributions

Each class of (i) offered Floating Loan Group Certificates (other than the class XP certificates) will bear interest that will accrue on an Actual/360 Basis and (ii) offered Fixed Loan Group Certificates will bear interest that will accrue on a 30/360 Basis, in each case during each related Interest Accrual Period based on:

- the pass-through rate with respect to that class for that Interest Accrual Period; and
- the outstanding principal balance or notional amount, as the case may be, of that class outstanding immediately prior to the related distribution date.

With respect to the distribution date that occurs during December 2018, funds will be deposited on the Closing Date into a reserve account in an amount equal to 6 days of interest at the Net Mortgage Interest Rate with respect to each underlying mortgage loan in the Floating Loan Group. See “Description of the Certificates—Initial Interest Reserve Account” in this information circular.

Although the loan documents require the payment of a full month’s interest on any voluntary prepayment not made on a due date, a whole or partial prepayment on an underlying mortgage loan may not be accompanied by the amount of a full month’s interest on the

prepayment in some instances. To the extent those shortfalls are not covered by the master servicer as described under “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses” in this information circular, they will be allocated, as described under “Description of the Certificates—Distributions—Interest Distributions (Floating Loan Group Certificates)” or “—Interest Distributions (Fixed Loan Group Certificates)” in this information circular, to reduce the amount of accrued interest otherwise payable to the holders of one or more of the interest-bearing classes of certificates, including the offered certificates (other than the class XP certificates). However, such shortfalls with respect to the offered certificates (other than the class XP certificates) will be covered under the Freddie Mac Guarantee.

Floating Loan Group Certificates

If, for any distribution date, with respect to the class B-FL certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group is less than LIBOR plus the specified margin for the class B-FL certificates, such class will be entitled to a Floating Loan Group Additional Interest Accrual Amount for such class and such distribution date, to the extent funds are available for payment of such amount from the amount of interest otherwise payable to the class XI certificates on the related distribution date.

As described in this information circular, the Floating Loan Group Additional Interest Distribution Amount payable to the class B-FL certificates on any distribution date may not exceed the Class XI Interest Accrual Amount for the related Interest Accrual Period.

On each distribution date on which the class B-FL certificates are entitled to distributions of Floating Loan Group Additional Interest Accrual Amounts, the Floating Loan Group Additional Interest Distribution Amount for such distribution date is required to be distributed in the priority described in “Description of the Certificates—Distributions—Priority of Distributions (Floating Loan Group Certificates)” in this information circular.

The “Floating Loan Group Additional Interest Accrual Amount” with respect to any distribution date and the class B-FL certificates is the amount, if any, by which interest on the outstanding principal balance of such class for the related Interest Accrual Period calculated at a *per annum* rate of LIBOR plus the specified margin for such class exceeds the amount of interest accrued on the outstanding principal balance of such class at the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group for the related Interest Accrual Period.

The “Floating Loan Group Additional Interest Distribution Amount” with respect to any distribution date and the class B-FL certificates is the lesser of (x) the Floating Loan Group Additional Interest Accrual Amounts, if any, with respect to the class B-FL certificates and (y) an amount equal to the amount, not less than zero, of interest distributable in respect of the Class XI Interest Accrual Amount for such distribution date minus the Class XI Interest Distribution Amount.

The amount of interest payable to the class XI certificates on any distribution date will be the Class XI Interest Distribution Amount. The

“Class XI Interest Distribution Amount” means, for each distribution date, the excess, if any, of (i) the sum of (a) the excess, if any, of the Class XI Interest Accrual Amount for such distribution date over the Floating Loan Group Additional Interest Accrual Amounts, if any, for the class B-FL certificates with respect to such distribution date, and (b) the amount described in clause (a) above for all prior distribution dates that remains unpaid on such distribution date, over (ii) the Floating Loan Group Additional Interest Shortfall Amounts for the class B-FL certificates for such distribution date.

“Floating Loan Group Additional Interest Shortfall Amount” means, with respect to any distribution date and the class B-FL certificates, an amount equal to the aggregate amount of any Floating Loan Group Additional Interest Distribution Amounts for all prior distribution dates that was not distributed on such class on such prior distribution dates and remains unpaid immediately prior to the current distribution date.

“Class XI Interest Accrual Amount” means, for each distribution date, an amount equal to interest accrued during the related Interest Accrual Period on the notional amount of the class XI certificates immediately prior to such distribution date at the pass-through rate for the class XI certificates, minus any Net Aggregate Prepayment Interest Shortfalls allocated to the class XI certificates. The Class XI Interest Accrual Amount will be calculated on an Actual/360 Basis.

On each distribution date, subject to available funds and the distribution priorities described under “—Priority of Distributions and Subordination (Floating Loan Group Certificates)” above, holders of the class A-FL and XI certificates will be entitled to receive their proportionate share of all unpaid distributable interest accrued with respect to those classes of offered certificates (other than the class XP certificates) for the related Interest Accrual Period if such amounts were not paid pursuant to the Freddie Mac Guarantee. See “Description of the Certificates—Distributions—Interest Distributions (Floating Loan Group Certificates)” and “—Priority of Distributions (Floating Loan Group Certificates)” in this information circular.

The class XP certificates do not have a pass-through rate and are not entitled to any distributions of interest.

Fixed Loan Group Certificates

If, for any distribution date, with respect to the class B-FX certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group is less than 8.00000% *per annum*, the class B-FX certificates will be entitled to the Fixed Loan Group Additional Interest Accrual Amount for such distribution date, to the extent funds are available for payment of such amount from the amount of interest otherwise payable to the class X certificates on the related distribution date.

As described in this information circular, the Fixed Loan Group Additional Interest Distribution Amounts payable to the class B-FX certificates on any distribution date may not exceed the Class X Interest Accrual Amount for the related Interest Accrual Period.

On each distribution date on which the class B-FX certificates are entitled to distributions of Fixed Loan Group Additional Interest Accrual Amounts, the Fixed Loan Group Additional Interest Distribution Amount for such distribution date is required to be distributed in the priority described in “Description of the Certificates—Distributions—Interest Distributions (Fixed Loan Group Certificates)” and “—Priority of Distributions (Fixed Loan Group Certificates)” in this information circular.

The “Fixed Loan Group Additional Interest Accrual Amount” with respect to any distribution date and the class B-FX certificates is the amount, if any, by which interest on the outstanding principal balance of such class for the related Interest Accrual Period calculated at a rate of 8.00000% *per annum* exceeds the amount of interest accrued on the outstanding principal balance of such class at the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group for the related Interest Accrual Period.

The “Fixed Loan Group Additional Interest Distribution Amount” with respect to any distribution date and the class B-FX certificates is the lesser of (i) the Fixed Loan Group Additional Interest Accrual Amount, if any, with respect to the class B-FX certificates and (ii) an amount equal to the amount, not less than zero, of interest distributable in respect of the Class X Interest Accrual Amount for such distribution date minus the Class X Interest Distribution Amount.

The “Fixed Loan Group Additional Interest Shortfall Amount” means, with respect to any distribution date and the class B-FX certificates, an amount equal to the aggregate amount of any Fixed Loan Group Additional Interest Distribution Amounts for all prior distribution dates that was not distributed on such class on such prior distribution dates and remains unpaid immediately prior to the current distribution date.

The amount of interest payable to the class X certificates on any distribution date will be the Class X Interest Distribution Amount. The “Class X Interest Distribution Amount” means, for each distribution date, the excess if any, of (i) the sum of (a) the excess, if any, of the Class X Interest Accrual Amount for such distribution date over the Fixed Loan Group Additional Interest Accrual Amount, if any, for the class B-FX certificates with respect to such distribution date, and (b) the amount described in clause (a) above for all prior distribution dates that remains unpaid on such distribution date, over (ii) the Fixed Loan Group Additional Interest Shortfall Amount for the class B-FX certificates for such distribution date.

The “Class X Interest Accrual Amount” means, for each distribution date, an amount equal to (i) the interest accrued during the related Interest Accrual Period on the notional amount of the class X certificates immediately prior to such distribution date at the pass-through rate for the class X certificates, minus (ii) any Net Aggregate Prepayment Interest Shortfalls allocated to the class X certificates. The Class X Interest Accrual Amount will be calculated on a 30/360 Basis.

On each distribution date, subject to available funds and the distribution priorities described under “—Priority of Distributions and Subordination (Fixed Loan Group Certificates)” above, holders of the class X certificates will be entitled to receive their proportionate share

of all unpaid distributable interest accrued with respect to that class of offered certificates for the related Interest Accrual Period if such amounts were not paid pursuant to the Freddie Mac Guarantee. See “Description of the Certificates—Distributions—Interest Distributions (Fixed Loan Group Certificates)” and “—Priority of Distributions (Fixed Loan Group Certificates)” in this information circular.

Principal Distributions Subject to—

- available funds,
- the distribution priorities described under “—Priority of Distributions and Subordination (Floating Loan Group Certificates)” and “—Priority of Distributions and Subordination (Fixed Loan Group Certificates)” above, and
- the reductions to the outstanding principal balances described under “—Reductions of Certificate Principal Balances in Connection with Losses and Expenses” below,

the Offered Principal Balance Certificates, including the class A-FL certificates (the “Floating Loan Group Offered Principal Balance Certificates”) and the class A-1 and A-2 certificates (the “Fixed Loan Group Offered Principal Balance Certificates”) will be entitled to a total amount of principal distributions over time equal to the respective outstanding principal balances of such classes.

The total distributions of principal to be made on the Floating Loan Group Certificates and the Fixed Loan Group Certificates, respectively, on any distribution date will, in general, be a function of—

- the amount of scheduled payments of principal due or, in some cases, deemed due, on the underlying mortgage loans in the related Loan Group during the related Collection Period, which payments are either received as of the end of that Collection Period, advanced by the master servicer and/or the trustee, as applicable, or are the subject of a Balloon Guarantor Payment, and
- the amount of any prepayments and other unscheduled collections of previously unadvanced principal with respect to the underlying mortgage loans in the related Loan Group that are received during the related Collection Period.

However, if the master servicer or the trustee is reimbursed for any Nonrecoverable Advance or Workout-Delayed Reimbursement Amount (in each case, together with accrued interest on such amounts), such amount will be deemed to be reimbursed first out of payments and other collections of principal on all the underlying mortgage loans in the related Loan Group (thereby reducing the amount of principal otherwise distributable on the Principal Balance Certificates in the related Certificate Group on the related distribution date), prior to being deemed reimbursed out of payments and other collections of interest on all the underlying mortgage loans in the related Loan Group. See “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” and “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—Servicing Advances” in this information circular.

If any borrower fails to pay the entire outstanding principal balance of a Balloon Loan on its scheduled maturity date, the Guarantor will be required, pursuant to the Freddie Mac Guarantee, to make a Balloon Guarantor Payment in an amount equal to the amount of principal that otherwise would have been paid on the Offered Principal Balance Certificates in the corresponding Certificate Group if such Balloon Loan had been paid in full on its scheduled maturity date. However, such payment may not exceed the outstanding principal balance of the applicable class(es) of Offered Principal Balance Certificates less any principal to be distributed to the holders of the applicable class(es) of Offered Principal Balance Certificates on such distribution date. The amount of any such Balloon Guarantor Payment made to any class of Offered Principal Balance Certificates will reduce the outstanding principal balance of such class by the corresponding amount and will also result in a corresponding reduction in the notional amount of the class XI certificates (in the case of a Balloon Guarantor Payment to the class A-FL certificates) or in the notional amount of the class X certificates (in the case of a Balloon Guarantor Payment to the class A-1 or A-2 certificates). See “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this information circular. Each Balloon Guarantor Payment will be reimbursed to the Guarantor first from subsequent collections on the related Balloon Loan, net of any such collections used to reimburse the master servicer or the trustee, as applicable, for advances made by them (including interest on those advances) on such Balloon Loan or on other underlying mortgage loans in the related Loan Group if determined to be nonrecoverable (and therefore the principal portion of any such subsequent collections will not be included in the Principal Distribution Amount for future distribution dates) and second as described under “Description of the Certificates—Distributions—Priority of Distributions (Floating Loan Group Certificates)” and “—Priority of Distributions (Fixed Loan Group Certificates)” in this information circular.

Floating Loan Group Certificates

With respect to the Floating Loan Group Certificates, the certificate administrator will be required to make *pro rata* principal distributions on each distribution date so long as no Floating Loan Group Waterfall Trigger Event has occurred and is continuing on the class A-FL and B-FL certificates based on their respective outstanding principal balances relative to the total outstanding principal balance of all of the Floating Loan Group Principal Balance Certificates and taking account of whether the payments (or advances in lieu of the payments) and other collections of principal that are to be distributed were received and/or made with respect to the underlying mortgage loans in the Floating Loan Group, that generally equal an amount (in any event, not to exceed the principal balances of the class A-FL and B-FL certificates outstanding immediately prior to the applicable distribution date) equal to the applicable Performing Loan Principal Distribution Amount for such distribution date; *provided* that distributions to class B-FL certificates will follow reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-FL and XI certificates. However, if a Floating Loan Group Waterfall Trigger Event has occurred and is continuing, the class A-FL certificates will be entitled to the entire applicable Performing Loan Principal Distribution Amount for each distribution date until the outstanding principal balance of the

class A-FL certificates has been reduced to zero. Thereafter, following reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-FL and XI certificates, any remaining portion of the applicable Performing Loan Principal Distribution Amount will be allocated to the class B-FL certificates, until the outstanding principal balance of the class B-FL certificates has been reduced to zero. Further, the class A-FL certificates will always be entitled to the entire portion of the applicable Specially Serviced Loan Principal Distribution Amount for each distribution date until the outstanding principal balance of the class A-FL certificates has been reduced to zero, at which time, following reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-FL and XI certificates, the class B-FL certificates will be entitled to receive any remaining portion of the applicable Specially Serviced Loan Principal Distribution Amount, until the outstanding principal balance of the class B-FL certificates has been reduced to zero.

The class XI and XP certificates do not have principal balances and are not entitled to any distributions of principal.

See “Description of the Certificates—Distributions—Principal Distributions (Floating Loan Group Certificates)” and “—Priority of Distributions (Floating Loan Group Certificates)” in this information circular.

Fixed Loan Group Certificates

The certificate administrator will be required to make principal distributions on each distribution date, so long as no Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, *pro rata* to the class A-1 and A-2 certificates (as a collective group) and the class B-FX certificates, based on their respective outstanding principal balances relative to the total outstanding principal balance of all of the certificates and taking account of whether the payments (or advances in lieu of the payments) and other collections of principal that are to be distributed were received and/or made with respect to the underlying mortgage loans in the Fixed Loan Group, that generally equal an amount (in any event, not to exceed the principal balances of the class A-1, A-2 and B-FX certificates outstanding immediately prior to the applicable distribution date) equal to the applicable Performing Loan Principal Distribution Amount for such distribution date, and such principal distributions to the class A-1 and A-2 certificates will be made in that sequential order; *provided* that such distributions to the class B-FX certificates will follow reimbursement to Freddie Mac of guarantee payments with respect to the class A-1, A-2 and X certificates. However, if a Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, the class A-1 and A-2 certificates will be entitled, in that sequential order, to the entire applicable Performing Loan Principal Distribution Amount for each distribution date until the respective outstanding principal balances of the class A-1 and A-2 certificates have been reduced to zero. Thereafter, following reimbursement to Freddie Mac of guarantee payments with respect to the class A-1, A-2 and X certificates, any remaining portion of the applicable Performing Loan Principal Distribution Amount, will be allocated to the class B-FX certificates until the outstanding principal balance has been reduced to zero. Further, the class A-1 and A-2

certificates will always be entitled, in that order, to the entire portion of the applicable Specially Serviced Loan Principal Distribution Amount for each distribution date until the respective outstanding principal balances of the class A-1 and A-2 certificates have been reduced to zero, at which time, following reimbursement to Freddie Mac of guarantee payments with respect to the class A-1, A-2 and X certificates, the class B-FX certificates will be entitled to receive any remaining portion of the applicable Specially Serviced Loan Principal Distribution Amount until the outstanding principal balance has been reduced to zero.

The class X certificates do not have a principal balance and do not entitle holders to distributions of principal.

See “Description of the Certificates—Distributions—Principal Distributions (Fixed Loan Group Certificates)” and “—Priority of Distributions (Fixed Loan Group Certificates)” in this information circular.

**Distributions of Static Prepayment
Premiums and Yield**

Maintenance Charges

Static Prepayment Premiums, if any, received by the applicable servicer in respect of any of the underlying mortgage loans in the Floating Loan Group will be distributed to the holders of the class XP certificates. See “Description of the Certificates—Distributions—Distributions of Static Prepayment Premiums and Yield Maintenance Charges” in this information circular. Any Static Prepayment Premium or Yield Maintenance Charge collected in respect of any of the underlying mortgage loans in the Fixed Loan Group will be distributed to the holders of the class A-1, A-2, B-FX and X certificates, in the proportions described under “Description of the Certificates—Distributions—Distributions of Static Prepayment Premiums and Yield Maintenance Charges” in this information circular. Pursuant to the Pooling and Servicing Agreement, the master servicer or the special servicer, as applicable, will be required to waive any obligation of the related borrower to pay a Static Prepayment Premium or Yield Maintenance Charge in connection with any prepayment of any underlying mortgage loan in the related Loan Group upon written direction by certificateholders representing a majority, by outstanding notional amount, of the class XP or X certificates, as applicable, exercising their sole discretion.

Reductions of Certificate Principal Balances in Connection with Losses and Expenses

As and to the extent described under “Description of the Certificates—Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses” in this information circular, losses on, and default-related or other unanticipated issuing entity expenses attributable to, the underlying mortgage loans in each Loan Group will, in general, be allocated on each distribution date, after making distributions on such distribution date, to reduce the outstanding principal balances of the Principal Balance Certificates in the related Certificate Group, sequentially, in the following order:

Floating Loan Group Certificates

Reduction Order	Class
1 st	Class B-FL* certificates
2 nd	Class A-FL* certificates

* With respect to losses and expenses attributable to the Floating Loan Group only.

Any reduction of the outstanding principal balance of the class A-FL or class B-FL certificates will result in a corresponding reduction in the notional amount of the class XI certificates.

Fixed Loan Group Certificates

Reduction Order	Class
1 st	Class B-FX** certificates
2 nd	Class A-1 and A-2** certificates

** With respect to losses and expenses attributable to the Fixed Loan Group only.

Any reduction of the outstanding principal balances of the class A-1 and A-2 certificates as a result of losses will be made on a *pro rata* basis in accordance with the relative sizes of such outstanding principal balances at the time of the reduction. Any reduction of the outstanding principal balances of the class A-1, A-2 and B-FX certificates will also result in a corresponding reduction in the notional amount of the class X certificates.

Any unanticipated issuing entity expenses not attributable to a specific Loan Group or Certificate Group, as determined by Freddie Mac in its reasonable discretion, will be apportioned *pro rata* between the Certificate Groups based on the respective total outstanding principal balance of the Principal Balance Certificates in each Certificate Group and allocated within each Certificate Group according to the reduction orders shown in the tables above, and will have the effect of reducing the principal balances of the Principal Balance Certificates in each Certificate Group as set forth above. See “Description of the Certificates—Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses.”

However, Freddie Mac will be required under its guarantee to pay the holder of any Offered Principal Balance Certificate an amount equal to any such loss allocated to its Offered Principal Balance Certificates as set forth in “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this information circular.

**Advances of Delinquent Monthly
Debt Service Payments**

Except as described below in this “—Advances of Delinquent Monthly Debt Service Payments” section, the master servicer will be required to make advances with respect to any delinquent scheduled monthly payments, other than certain payments (including balloon payments), of principal and/or interest due on the underlying mortgage loans. The master servicer will be required to make advances of assumed monthly payments for those underlying mortgage loans that become defaulted upon their maturity dates on the same amortization schedule as if the maturity date had not occurred. In addition, the trustee must make any of those advances to the extent the master servicer fails to make such advances, in each case subject to a nonrecoverability determination. As described under “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this information circular, if the master servicer or the trustee, as applicable, makes an advance, it will be entitled to be reimbursed for the advance, together with interest at the Prime Rate out of collections on the related Loan Group.

However, neither the master servicer nor the trustee will advance master servicing fees, master servicer surveillance fees, special servicer surveillance fees or sub-servicing fees. Moreover, neither the master servicer nor the trustee will be required to make any advance if the master servicer, the trustee or the special servicer determines that such advance would constitute a Nonrecoverable P&I Advance. In addition, the trustee may conclusively rely on any determination of nonrecoverability made by the master servicer, and the master servicer and the trustee will be required to conclusively rely on any determination of nonrecoverability made by the special servicer.

In addition, if any of the adverse events or circumstances that we refer to under “The Pooling and Servicing Agreement—Required Appraisals” in this information circular occur or exist with respect to any underlying mortgage loan or the related mortgaged real property, the special servicer will generally be obligated to use reasonable efforts to obtain a new appraisal or, in some cases involving an underlying mortgage loan with an outstanding principal balance of less than \$2,000,000, conduct an internal valuation of that property, or may rely on an appraisal or internal valuation obtained or conducted by the Senior Loan Master Servicer or the Senior Loan Special Servicer, only so long as such appraisal or internal valuation is not more than 180 days old and the special servicer does not have reason to believe that such appraisal or internal valuation does not reflect the proper value of the mortgaged real property. If, based on that appraisal or internal valuation, it is determined that an Appraisal Reduction Amount exists with respect to the subject underlying mortgage loan, then the amount otherwise required to be advanced (subject to a nonrecoverability determination) with respect to interest on the subject underlying mortgage loan will be reduced. That reduction will generally be in the same proportion that the Appraisal Reduction Amount bears to the sum of the Stated Principal Balance of the subject

underlying mortgage loan and the unpaid principal balance of any related Senior Loan.

Due to the distribution priorities, any such reduction in advances will first reduce the funds available to pay interest on the most subordinate interest-bearing class of the related Loan Group Certificates outstanding and then on the other related Loan Group Certificates in reverse sequential order, as follows:

Floating Loan Group Certificates

Reduction Order	Class
1 st	Class B-FL* certificates
2 nd	Class A-FL and XI* certificates

* With respect to reductions attributable to the Floating Loan Group only.

Any reduction of the funds available to pay interest on the class A-FL and XI certificates will be made on a pro rata basis in accordance with the relative amounts of interest to which each such class is entitled from the applicable underlying mortgage loans in the Floating Loan Group at the time of the reduction.

Fixed Loan Group Certificates

Reduction Order	Class
1 st	Class B-FX** certificates
2 nd	Class A-1, A-2 and X** certificates

** With respect to reductions attributable to the Fixed Loan Group only.

Any reduction of the funds available to pay interest on the class A-1, A-2 and X certificates will be made on a *pro rata* basis in accordance with the relative amounts of interest to which each such class is entitled from the applicable underlying mortgage loans in the Fixed Loan Group at the time of the reduction.

There will be no such reduction in any advance for delinquent monthly debt service payments due to an Appraisal Reduction Event (i) with respect to the Floating Loan Group Certificates, at any time after the outstanding principal balance of the class B-FL certificates has been reduced to zero and (ii) with respect to the Fixed Loan Group Certificates, at any time after the outstanding principal balance of the class B-FX certificates has been reduced to zero.

See “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” and “The Pooling and Servicing Agreement—Required Appraisals” in this information circular.

Reports to Certificateholders.....

On each distribution date, the certificate administrator will be required to provide or make available to any Privileged Person a monthly report substantially in the form of and containing the information substantially as required by Exhibit B. The certificate administrator’s report will be required to detail, among other things, the distributions made to the certificateholders on that distribution date and the performance of the underlying mortgage loans and the mortgaged real properties on a Loan Group by Loan Group basis, *provided* that information regarding any

borrower or mortgaged real property contained in any report described in the Pooling and Servicing Agreement is permitted to relate to the reporting period immediately prior to the current reporting period. The certificate administrator will also be required to make available to any Privileged Person via its website initially located at <https://pivot.usbank.com>, certain underlying mortgage loan information as presented in the standard CREFC Investor Reporting Package® in accordance with the Pooling and Servicing Agreement.

You may also review via the certificate administrator’s website or, upon reasonable prior notice, at the master servicer’s, the special servicer’s, the certificate administrator’s or the custodian’s offices during normal business hours, a variety of information and documents that pertain to the underlying mortgage loans and the mortgaged real properties. Borrower operating statements, rent rolls and property inspection reports will be available at the office of the master servicer or the special servicer, as applicable, and may be available on the master servicer’s website. There are restrictions on the information that may be made available to you if you are a borrower or an affiliate of a borrower with respect to an underlying mortgage loan.

See “Description of the Certificates—Reports to Certificateholders and Freddie Mac; Available Information” in this information circular.

Deal Information/Analytics.....

Certain information concerning the underlying mortgage loans and the certificates may be available through the following services:

- BlackRock Financial Management, Inc., Bloomberg, L.P., Moody’s Analytics, Trepp, LLC, Intex Solutions, Inc., CMBS.com and Thomson Reuters Corporation;
- the certificate administrator’s website initially located at <https://pivot.usbank.com>; and
- the master servicer’s website initially located at <https://mf.freddiemac.com>.

Sale of Defaulted Loans.....

Subject to the rights of any related Junior Loan Holder and the rights of any Senior Loan Option Holder relating to a Mandatory Defaulted Loan Purchase, as discussed below under “—Senior Loan Purchase Option,” the applicable directing certificateholder will have the exclusive right to purchase an underlying mortgage loan that becomes a Defaulted Loan from the issuing entity prior to receipt of the special servicer’s notice of its determination of Fair Value for such underlying mortgage loan. For the 90-day period after the special servicer’s determination of Fair Value of such underlying mortgage loan, subject to the right of Freddie Mac to submit an increased offer, the applicable directing certificateholder will have the option to purchase such Defaulted Loan. Within five days after the expiration of the 90-day period, the master servicer or the special servicer, as applicable, will be required to notify Freddie Mac that such option was not exercised. After receipt of such notice, subject to the rights of the applicable directing certificateholder to submit an increased offer, Freddie Mac will then have the option to purchase such underlying mortgage loan within 60 days of receipt of such notice. If Freddie Mac does not exercise its purchase option within 60 days, then, subject to the rights of Freddie Mac and the applicable directing certificateholder to submit increased offers, the applicable directing certificateholder and Freddie

Mac will then both have the right to purchase such Defaulted Loan. The purchase options described above will be at the price and on the terms, including the restrictions applicable to Affiliated Borrower Loans and any applicable time limits, described in “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

If the fair value price to be paid by the applicable directing certificateholder or Freddie Mac for the underlying mortgage loan is less than 99% of the Purchase Price for such underlying mortgage loan, then the applicable directing certificateholder or Freddie Mac, as applicable, will also have the right to purchase such underlying mortgage loan at an increased price. In addition, any Junior Loan Holder will have the first option to purchase such underlying mortgage loan from the issuing entity; *provided* that if any such Junior Loan Holder elects not to exercise such option, then the holder of the next most subordinate Junior Loan (if any) will be entitled to exercise such right. The applicable directing certificateholder, Freddie Mac and any Junior Loan Holder may each assign their respective purchase options.

See “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans” in this information circular.

Senior Loan Purchase Option.....

With respect to each of the underlying mortgage loans, pursuant to the terms of all related intercreditor agreements and the Pooling and Servicing Agreement, if a Senior Loan that is a first-lien loan becomes a Defaulted Loan (as such term is defined under the related Senior Loan Pooling and Servicing Agreement, a “Defaulted First Lien Loan”) and the issuing entity for the certificates offered by this information circular is the “Junior Loan Holder” or “Senior Loan Option Holder” under a Senior Loan Pooling and Servicing Agreement or a Junior Lender Notice or is the “Junior Lender” or “Directing Junior Lender” under any related intercreditor agreement and such party has the option to purchase the Defaulted First Lien Loan pursuant to the terms of the related Senior Loan Pooling and Servicing Agreement, the applicable directing certificateholder and Freddie Mac will each have an option to purchase such Defaulted First Lien Loan together with any related Subordinate Lien Senior Loans that are more senior to the related underlying mortgage loan, if any, as described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular.

If the applicable directing certificateholder and Freddie Mac each decline to exercise their purchase option, then each holder of a Subordinate Lien Senior Loan will have five Business Days to notify the master servicer or the special servicer, as applicable, of such holder’s intent to purchase out the Defaulted First Lien Loan and any Subordinate Lien Senior Loan (the “Junior Lender Notice Period”). At the expiration of the Junior Lender Notice Period, the holder of the most junior Subordinate Lien Senior Loan that notified the master servicer or the special servicer, as applicable, of its intent to exercise its purchase option, if any, will be given the right to exercise such option and purchase the Defaulted First Lien Loan and any Subordinate Lien Senior Loan more senior than such Subordinate Lien Senior Loan (the holder exercising such purchase option being the “Senior Loan Option Holder”). See “The Pooling and Servicing Agreement—Realization

Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular.

Any Senior Loan purchased by an Option Holder (as described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular) will not become an asset of the issuing entity. Such purchase options may be assigned by Freddie Mac or the applicable directing certificateholder.

A party exercising its option to purchase the Defaulted First Lien Loan and any related Subordinate Lien Senior Loans will also be required to purchase the related Defaulted Loan from the issuing entity (the “Mandatory Defaulted Loan Purchase”) at a price at least equal to Fair Value. If the Fair Value price to be paid by the Option Holder for the Defaulted Loan pursuant to a Mandatory Defaulted Loan Purchase is less than 99% of the Purchase Price then Freddie Mac and the applicable directing certificateholder, as applicable, will also have the right to make a higher offer for such underlying mortgage loan.

See “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular.

Repurchase Obligation.....

If the mortgage loan seller has been notified of, or itself has discovered, a defect in any mortgage file or a breach of any of its representations and warranties that materially and adversely affects the value of any underlying mortgage loan (including any foreclosure property acquired in respect of any foreclosed mortgage loan) or any interests of the holders of any class of certificates, then the mortgage loan seller will be required to either cure such breach or defect, repurchase the affected underlying mortgage loan from the issuing entity or, within two years of the Closing Date, substitute the affected underlying mortgage loan with another mortgage loan. If the mortgage loan seller opts to repurchase any affected underlying mortgage loan, such repurchase would have the same effect on the certificates as a prepayment in full of such underlying mortgage loan (without payment of any Static Prepayment Premium or Yield Maintenance Charge). See “Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions” in this information circular.

Optional Retirement.....

The (i) Controlling Class Majority Holder for the Floating Loan Group Controlling Class or the Controlling Class Majority Holder for the Fixed Loan Group Controlling Class, as applicable (but in each case, excluding Freddie Mac), (ii) the Primary Special Servicer and (iii) any successor master servicer that is not Freddie Mac (a “Third Party Master Servicer”), in that order, will each in turn have the option to purchase all of the underlying mortgage loans in the related Loan Group and all other property remaining in the issuing entity with respect to the related Loan Group on any distribution date on which the total Stated Principal Balance of the underlying mortgage loans in the related Loan Group is less than 1.0% of the related initial Loan Group balance.

If any party so entitled exercises this option, all outstanding certificates in the related Certificate Group will be retired, as described in more

detail under “The Pooling and Servicing Agreement—Retirement” in this information circular.

In addition, with the satisfaction of the conditions set forth in the applicable proviso to the definition of “Sole Certificateholder” in this information circular and with the consent of the master servicer, the Sole Certificateholder (excluding Freddie Mac) with respect to each Certificate Group may exchange all of its certificates (other than the class R certificates) for all of the underlying mortgage loans and REO Properties remaining with respect to the related Loan Group in the issuing entity as described in more detail under “The Pooling and Servicing Agreement—Retirement” in this information circular.

The retirement of any Certificate Group while the other Certificate Group remains outstanding will not retire the other Certificate Group. Upon the retirement of one Certificate Group, the Pooling and Servicing Agreement will remain in full force and effect with respect to the other Certificate Group until such other Certificate Group is retired in accordance with the terms of the Pooling and Servicing Agreement as described under “The Pooling and Servicing Agreement—Retirement” in this information circular.

Denominations The offered certificates will be issuable in registered form, in the denominations set forth under “Description of the Certificates—Registration and Denominations” in this information circular.

Physical Certificates Freddie Mac will hold the offered certificates in the form of fully registered physical certificates. Freddie Mac will include the offered certificates in pass-through pools that it will form for its series K-J22 structured pass-through certificates (the “SPCs”).

Legal and Investment Considerations

Federal Income Tax Consequences The certificate administrator will cause elections to be made to treat designated portions of the assets of the issuing entity as three separate real estate mortgage investment conduits under Sections 860A through 860G of the Internal Revenue Code of 1986 (the “Code”). There will be the following REMICs:

- the Floating Loan Group Lower-Tier REMIC, which will consist of, among other things—
 1. the underlying mortgage loans comprising the Floating Loan Group (exclusive of Static Prepayment Premiums), and
 2. any REO Properties that secure a related underlying mortgage loan in the Floating Loan Group;
- the Fixed Loan Group Lower-Tier REMIC, which will consist of, among other things—
 1. the underlying mortgage loans comprising the Fixed Loan Group, and
 2. any REO Properties that secure a related underlying mortgage loan in the Fixed Loan Group; and

- the Upper-Tier REMIC, which will hold the regular interests in each Lower-Tier REMIC.

The Floating Loan Group Certificates (other than the class XP certificates) will represent (i) beneficial ownership of regular interests in the Upper-Tier REMIC and (ii) in the case of the class XI certificates, the obligation to pay Floating Loan Group Additional Interest Distribution Amounts, which will be treated as a notional principal contract between the class XI certificates and the class B-FL certificates. The Fixed Loan Group Certificates will represent (i) beneficial ownership of regular interests in the Upper-Tier REMIC and (ii) in the case of the class X certificates, the obligation to pay Fixed Loan Group Additional Interest Distribution Amounts, which will be treated as a notional principal contract between the class X certificates and the class B-FX certificates. See “Certain Federal Income Tax Consequences” in this information circular. The regular interests in the Upper-Tier REMIC corresponding to (i) the Floating Loan Group Certificates, and (ii) the Fixed Loan Group Certificates, the notional principal contracts with respect to (i) the class B-FL and XI certificates and (ii) class B-FX and X certificates, the Static Prepayment Premiums received in respect of the underlying mortgage loans in the Floating Loan Group will be held in a portion of the trust comprising a portion of the Grantor Trust. The class XP certificates will represent undivided beneficial interests in a portion of the Grantor Trust consisting of Static Prepayment Premiums received in respect of the underlying mortgage loans in the Floating Loan Group and proceeds thereof in the distribution account.

The REMIC regular interests beneficially owned by the holders of the offered certificates will be treated as newly issued debt instruments for federal income tax purposes. You will have to report income on the REMIC regular interests represented by the offered certificates in accordance with the accrual method of accounting even if you are otherwise a cash method taxpayer.

For a description of the tax opinions that our counsel will be issuing on the Closing Date and a more detailed discussion of the federal income tax aspects of investing in the offered certificates, see “Certain Federal Income Tax Consequences” in this information circular.

Investment Considerations The rate and timing of payments and other collections of principal on or with respect to the underlying mortgage loans in the related Loan Group will affect the yield to maturity on each class of offered certificates (other than the class XP certificates) in the related Certificate Group.

If you purchase Offered Principal Balance Certificates at a premium, then a faster than anticipated rate of payments and other collections of principal on the underlying mortgage loans in the related Loan Group could result in a lower than anticipated yield to maturity with respect to those certificates. Conversely, if you purchase Offered Principal Balance Certificates at a discount, a slower than anticipated rate of payments and other collections of principal on the underlying mortgage loans in the related Loan Group could result in a lower than anticipated yield to maturity with respect to those certificates.

The yield to maturity of the Floating Loan Group Offered Principal Balance Certificates will be adversely affected if the underlying mortgage loans in the Floating Loan Group with higher interest rate margins over LIBOR are subject to prepayment. This would have the effect of reducing the Net Mortgage Interest Rate of the underlying mortgage loans in the Floating Loan Group, which would result in the Floating Loan Group Offered Principal Balance Certificates being more likely to be subject to the pass-through rate cap on those certificates. This would limit amounts payable as interest on the Floating Loan Group Offered Principal Balance Certificates.

The yield to maturity on the Floating Loan Group Offered Principal Balance Certificates will be highly sensitive to changes in the levels of LIBOR such that decreasing levels of LIBOR will have a negative effect on such certificateholders. In addition, prevailing market conditions may increase the margin above LIBOR at which comparable securities are being offered, which would cause the Floating Loan Group Offered Principal Balance Certificates to decline in value.

If you are contemplating the purchase of any interest only certificates, you should be aware that—

- the yield to maturity on such certificates will be highly sensitive to the rate and timing of principal prepayments and other liquidations on or with respect to the underlying mortgage loans in the related Loan Group,
- a faster than anticipated rate of payments and other collections of principal on the underlying mortgage loans in the related Loan Group could result in a lower than anticipated yield to maturity with respect to such certificates, and
- an extremely rapid rate of amortization, prepayments and/or liquidations on or with respect to the underlying mortgage loans in the related Loan Group could result in a substantial loss of your initial investment with respect to such certificates.

If you are contemplating the purchase of class XP certificates, you should be aware that—

- to the extent prevailing market interest rates or margins over LIBOR exceed the annual rate or margin over LIBOR at which an underlying mortgage loan in the Floating Loan Group accrues interest, the borrower may be less likely to voluntarily prepay that underlying mortgage loan, and
- a slower than anticipated rate of prepayments on the underlying mortgage loans in the Floating Loan Group could result in a lower than anticipated yield to maturity with respect to the class XP certificates.

See “—The Offered Certificates—Interest Distributions” above and “Yield and Maturity Considerations” in this information circular.

We have not engaged any nationally recognized statistical rating organization (“NRSRO”), as defined in Section 3(a)(62) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), to rate any class of certificates. The absence of ratings may adversely affect the ability of an investor to purchase or retain, or otherwise

impact the liquidity, market value and regulatory characteristics of the certificates.

If your investment activities are subject to legal investment laws and regulations, regulatory capital requirements or review by regulatory authorities, then you may be subject to restrictions on investment in the certificates. You should consult your own legal advisors for assistance in determining the suitability of and consequences to you of the purchase, ownership, and sale of the certificates.

Credit Risk Retention..... For information as to the compliance of this transaction with the FHFA’s Credit Risk Retention Rule (12 C.F.R. Part 1234), see “Description of the Mortgage Loan Seller and Guarantor—Credit Risk Retention” in this information circular.

The Underlying Mortgage Loans

General We intend to include in the issuing entity 86 junior-lien mortgage loans, which we refer to in this information circular as the “underlying mortgage loans” and which are secured by the 84 mortgaged real properties identified on Exhibit A-1. Each underlying mortgage loan is secured by a mortgaged real property that consists of a single parcel or two or more contiguous or non-contiguous parcels, and we refer to such parcel or parcels collectively as the “mortgaged real property” securing such underlying mortgage loan. The pool of underlying mortgage loans will consist of two loan groups, the Floating Loan Group and the Fixed Loan Group. The underlying mortgage loans in the Floating Loan Group were originated between April 28, 2016 and April 30, 2018, had original terms to maturity from 68 to 92 months and will back the Floating Loan Group Certificates. The underlying mortgage loans in the Fixed Loan Group were originated between August 27, 2015 and August 1, 2018, had original terms to maturity from 33 to 135 months and will back the Fixed Loan Group Certificates.

In this section, “—The Underlying Mortgage Loans,” we provide summary information with respect to the underlying mortgage loans in each Loan Group. Exhibit A-1 sets forth the underlying mortgage loans in each Loan Group. For more detailed information regarding the underlying mortgage loans, you should review the following sections in this information circular:

- “Risk Factors—Risks Related to the Underlying Mortgage Loans”;
- “Description of the Underlying Mortgage Loans”;
- Exhibit A-1—Certain Characteristics of the Underlying Mortgage Loans and the Related Mortgaged Real Properties;
- Exhibit A-2— Certain Information Regarding the Underlying Mortgage Loans; and
- Exhibit A-3—Description of the Ten Largest Underlying Mortgage Loans or Group of Cross-Collateralized Underlying Mortgage Loans in the Fixed Loan Group.

When reviewing the information that we have included in this information circular with respect to the underlying mortgage loans, please note that—

- All numerical information provided with respect to the underlying mortgage loans is provided on an approximate basis.
- All weighted average information provided with respect to the underlying mortgage loans reflects a weighting based on their respective Cut-off Date Principal Balances. We will transfer the underlying mortgage loans with their respective Cut-off Date Principal Balances to the issuing entity. We show the Cut-off Date Principal Balance for each of the underlying mortgage loans on Exhibit A-1.
- In calculating the respective Cut-off Date Principal Balances of the underlying mortgage loans, we have assumed that:
 1. all scheduled payments of principal and/or interest due on the underlying mortgage loans on or before their respective due dates in November 2018 are timely made; and
 2. there are no prepayments or other unscheduled collections of principal with respect to any of the underlying mortgage loans during the period from its due date in October 2018 up to and including November 1, 2018.
- Whenever we refer to the initial Floating Loan Group balance in this information circular, we are referring to the total Cut-off Date Principal Balance of the entire Floating Loan Group.
- Whenever we refer to the initial Fixed Loan Group balance in this information circular, we are referring to the total Cut-off Date Principal Balance of the entire Fixed Loan Group.
- Whenever we refer to the initial mortgage pool balance in this information circular, we are referring to the total Cut-off Date Principal Balance of the entire mortgage pool (i.e., both Loan Groups).
- All Underwritten Debt Service Coverage Ratio, Underwritten Debt Service Coverage Ratio (IO), Cut-off Date Loan-to-Value Ratio, Maturity Loan-to-Value Ratio and Cut-off Date Balance/Unit calculations include the related Senior Loans and Junior Loans.
- With regard to each underlying mortgage loan, the underwriting information provided in this information circular reflects such information at the time of origination of the most subordinate junior loan on the related mortgaged real property, regardless of whether such mortgage loan is included in the issuing entity.
- With respect to 11 underlying mortgage loans in the Fixed Loan Group, collectively representing 13.6% of the initial Fixed Loan Group balance, each such underlying mortgage loan is cross-defaulted with a first-lien loan and a second-lien loan secured by the mortgaged real property that also secures such underlying mortgage loan. In addition, 1 underlying

mortgage loan in the Fixed Loan Group, representing 3.9% of the initial Fixed Loan Group balance, is cross-defaulted with a first-lien loan, a second-lien loan and a third-lien loan secured by the same mortgaged real property. Such Senior Loans will not be included in the issuing entity.

- In addition, 1 group of underlying mortgage loans in the Fixed Loan Group, secured by the mortgaged real properties identified on Exhibit A-1 as “Skyview On The Hudson” and “Skyview On The Hudson (Third Lien),” collectively representing 3.0% of the initial Fixed Loan Group balance, consists of a second-lien loan and a third-lien loan that are secured by the same mortgaged real property and that are cross-defaulted with a first-lien loan secured by same mortgaged real property and each other. Both of these underlying mortgage loans are included in the issuing entity.
- With respect to 2 underlying mortgage loans in the Floating Loan Group, collectively representing 73.2% of the initial Floating Loan Group balance, each underlying mortgage loan is cross-defaulted with a first-lien loan and a second-lien loan secured by the mortgaged real property that also secures such underlying mortgage loan. Such Senior Loans will not be included in the issuing entity.
- In addition, 1 group of underlying mortgage loans in the Floating Loan Group, secured by the mortgaged real properties identified on Exhibit A-1 as “Lennox Flats (Third Lien)” and “Lennox Flats Supplemental (Fourth Lien),” collectively representing 26.8% of the initial Floating Loan Group balance, consists of a third-lien loan and a fourth-lien loan that are secured by the same mortgaged real property and that are cross-defaulted with a first-lien loan and a second-lien loan secured by same mortgaged real property and each other. Both of these underlying mortgage loans are included in the issuing entity.
- Except as described in this information circular as to any related Senior Loans and Junior Loans secured by the same mortgaged real property, none of the underlying mortgage loans are cross-collateralized or cross-defaulted with any other underlying mortgage loan or any mortgage loan that will not be included in the issuing entity.
- When information with respect to mortgaged real properties is expressed as a percentage of the initial Fixed Loan Group balance or initial Floating Loan Group balance, as applicable, the percentages are based on the Cut-off Date Principal Balances of the related underlying mortgage loans in the applicable Loan Group.
- If an underlying mortgage loan is secured by a mortgaged real property consisting of multiple parcels of real property, we treat those parcels as a single mortgaged real property.
- Whenever we refer to a particular mortgaged real property by name, we mean the property identified by that name on Exhibit A-1. Whenever we refer to a particular underlying mortgage loan by name, we mean the underlying mortgage

loan secured by the mortgaged real property identified by that name on Exhibit A-1.

- Statistical information regarding the underlying mortgage loans may change prior to the Closing Date due to changes in the composition of the mortgage pool or the related Loan Group prior to that date.

Source of the Underlying

Mortgage Loans

We did not originate the underlying mortgage loans. We will acquire the underlying mortgage loans from Freddie Mac, the mortgage loan seller, pursuant to a mortgage loan purchase agreement dated as of the Cut-off Date. Each underlying mortgage loan was originated by an Originator and was acquired by Freddie Mac.

For a description of the underwriting criteria utilized in connection with the origination or acquisition of each of the underlying mortgage loans, see “Description of the Underlying Mortgage Loans—Underwriting Matters” in this information circular.

Payment and Other Terms

Each of the underlying mortgage loans is the obligation of a borrower to repay a specified sum with interest. Repayment of all but one of the underlying mortgage loans, collectively representing all of the initial Floating Loan Group balance and 99.5% of the initial Fixed Loan Group balance, is secured by a junior-lien mortgage on the fee interest of the related borrower in each mortgaged real property. Repayment of 1 underlying mortgage loan in the Fixed Loan Group, representing 0.5% of the initial Fixed Loan Group balance, is secured by a mortgage lien on the leasehold interest of the borrower in the mortgaged real property. See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt” in this information circular.

Interest accrues on each underlying mortgage loan in the Floating Loan Group at a *per annum* rate equal to LIBOR plus a specified margin (*provided* that if LIBOR is determined to be below zero, the interest rates on the underlying mortgage loans will be equal to the margin).

All of the underlying mortgage loans in the Floating Loan Group have the benefit of interest rate cap agreements purchased from third-party sellers (the “Interest Rate Cap Agreements”) that are currently in place.

The LIBOR cap strike rates under those Interest Rate Cap Agreements range from 1.820% to 3.250%.

The Interest Rate Cap Agreements require the applicable interest rate cap provider to pay the applicable borrower an amount equal to the amount by which LIBOR exceeds a specified cap strike rate multiplied by a notional amount at least equal to the principal balance of the related underlying mortgage loan. The borrowers’ rights under the Interest Rate Cap Agreements have been collaterally assigned to secure the related underlying mortgage loans. The terms of the Interest Rate Cap Agreements for all of the underlying mortgage loans in the Floating Loan Group expire prior to the scheduled maturity date of the related underlying mortgage loans, but the related loan documents obligate the applicable borrower to obtain a new interest rate cap agreement.

Each of the underlying mortgage loans in the Fixed Loan Group currently accrues interest at the annual rate specified with respect to that underlying mortgage loan on Exhibit A-1. Interest accrues on each underlying mortgage loan in the Fixed Loan Group on an Actual/360 Basis.

Exhibit A-1 sets forth the specified margin and the current annual mortgage interest rate for each underlying mortgage loan in the Floating Loan Group. Interest accrues on each underlying mortgage loan in the Floating Loan Group on an Actual/360 Basis.

Except with respect to certain limited nonrecourse carveouts, each of the underlying mortgage loans is nonrecourse to the borrower. Although the offered certificates will be guaranteed by Freddie Mac pursuant to the Freddie Mac Guarantee, none of the underlying mortgage loans is insured or guaranteed by any governmental agency or instrumentality or by any private mortgage insurer.

Balloon Loans..... All of the underlying mortgage loans are Balloon Loans. An underlying mortgage loan is considered to be a “Balloon Loan” if its principal balance is not scheduled to be fully amortized by the underlying mortgage loan’s scheduled maturity date and thus requires a payment at such scheduled maturity date larger than the regular monthly debt service payment due on such underlying mortgage loan.

Mortgage Loans with Interest-Only Periods..... 10 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 13.8% of the initial Fixed Loan Group balance, provide for an interest-only period of between 12 and 25 months following origination followed by amortization for the balance of the loan term. However, with respect to 2 of the underlying mortgage loans, identified on Exhibit A-1 as “Arden Villas” and “Timberwood Commons,” collectively representing 1.4% of the initial Fixed Loan Group balance, the initial interest-only period has expired or will expire before the first distribution date and the underlying mortgage loan is currently or will be amortizing. 6 underlying mortgage loans in the Fixed Loan Group, collectively representing 10.1% of the initial Fixed Loan Group balance, do not provide for any amortization prior to the related scheduled maturity date.

Underlying Mortgage Loans Made to the Same Borrower or Borrowers Under Common Ownership..... Each Loan Group will include groups of underlying mortgage loans that were made to the same borrower or borrowers under common ownership. See “Description of the Underlying Mortgage Loans—Underlying Mortgage Loans Made to the Same Borrower or Borrowers Under Common Ownership” in this information circular.

Prepayment Characteristics of the Mortgage Loans..... All of the underlying mortgage loans in the Floating Loan Group balance provide for—

- a prepayment lockout period, during which voluntary principal prepayments are prohibited, followed by;
- a prepayment consideration period during which voluntary principal prepayments are restricted by requiring that any

voluntary principal prepayments must be accompanied by a Static Prepayment Premium, followed by;

- an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.

76 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 93.9% of the initial Fixed Loan Group balance, provide for:

- a prepayment consideration period during which voluntary principal prepayments are restricted by requiring that any voluntary principal prepayments must be accompanied by the greater of a Static Prepayment Premium and a Yield Maintenance Charge, followed by;
- a prepayment consideration period during which voluntary principal prepayments are restricted by requiring that any voluntary principal prepayments must be accompanied by a Static Prepayment Premium, followed by;
- an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.

6 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 6.1% of the initial Fixed Loan Group balance, provide for:

- a prepayment consideration period during which voluntary principal prepayments are restricted by requiring that any voluntary principal prepayments must be accompanied by the greater of a Static Prepayment Premium and a Yield Maintenance Charge, followed by;
- an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.

The purchase of any underlying mortgage loan by any party that has an option or is otherwise entitled to purchase such underlying mortgage loan from the issuing entity following default (or, with respect to the mortgage loan seller, is required to purchase such underlying mortgage loan as a result of an uncured material breach of a representation and warranty or a material document defect) generally would have the same effect on the offered certificates as a prepayment (without payment of any Static Prepayment Premium or Yield Maintenance Charge). In general, the underlying mortgage loans that provide for a Yield Maintenance Charge also provide that such Yield Maintenance Charge will not be less than a fixed percentage of the amount prepaid.

In addition, 1 underlying mortgage loan in the Fixed Loan Group, representing 0.5% of the initial Fixed Loan Group balance, allows the lender to draw upon funds from certain letters of credit to prepay in part the underlying mortgage loan if certain tax, insurance and capital replacement obligations set forth in the related loan documents are not met.

See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Prepayment Provisions” in this information circular.

Delinquency Status None of the underlying mortgage loans was 30 days or more delinquent with respect to any monthly debt service payment as of November 1, 2018.

Geographic Concentration..... Floating Loan Group

The mortgaged real properties that secure underlying mortgage loans in the Floating Loan Group are located either Ohio or Georgia. The table below shows the number of, and percentage of the initial Floating Loan Group balance secured by, mortgaged real properties located in these states.

<u>State</u>	<u>Number of Mortgaged Real Properties</u>	<u>% of Initial Floating Loan Group Balance</u>
Ohio.....	2	54.7%
Georgia.....	1	45.3%

Fixed Loan Group

Mortgaged real properties that secure underlying mortgage loans in the Fixed Loan Group collectively representing 5.0% or more of the initial Fixed Loan Group balance are located in each of Colorado, Texas, Georgia, Oregon, Massachusetts, Florida, Washington and Michigan. The table below shows the number of, and percentage of the initial Fixed Loan Group balance secured by, mortgaged real properties located in these states:

<u>State</u>	<u>Number of Mortgaged Real Properties</u>	<u>% of Initial Fixed Loan Group Balance</u>
Colorado.....	9	14.0%
Texas.....	12	11.1%
Georgia.....	8	9.7%
Oregon.....	4	8.6%
Massachusetts.....	4	8.0%
Florida.....	6	7.9%
Washington.....	5	7.0%
Michigan.....	4	5.8%

The remaining mortgaged real properties secured by underlying mortgage loans in the Fixed Loan Group are located throughout 17 other states. No more than 4.2% of the initial Fixed Loan Group balance is secured by mortgaged real properties located in any of these other states.

See “Description of the Underlying Mortgage Loans—Certain Legal Aspects of the Underlying Mortgage Loans” in this information circular for a discussion of certain legal aspects related to states in which mortgaged real properties that secure underlying mortgage loans collectively representing 10% or more of the respective initial Loan Group balance are located and see Exhibit A-2 for additional information on the geographic distribution of the mortgaged real properties.

Property Type	All of the mortgaged real properties are multifamily properties.
Encumbered Interests	All but one of the underlying mortgage loans encumber the fee interest of the related borrower in the related mortgaged real property. 1 underlying mortgage loan in the Fixed Loan Group, representing 0.5% of the initial Fixed Loan Group balance, encumbers the leasehold interest of the borrower in the mortgaged real property. As of the date of this information circular, other than with respect to senior or junior mortgage loans that are described in this information circular, no mortgaged real properties are encumbered by subordinate liens except for certain limited permitted encumbrances that are described in this information circular. See “Description of the Underlying Mortgage Loans—General” and “—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt” in this information circular.
Existing Subordinate Debt	With respect to 1 underlying mortgage loan in the Floating Loan Group, secured by the mortgaged real property identified on Exhibit A-1 as “Lennox Flats (Third Lien),” representing 11.6% of the initial Floating Loan Group balance, such mortgaged real property also secures a fourth-lien Junior Loan. With respect to 1 underlying mortgage loan in the Fixed Loan Group, secured by the mortgaged real property identified on Exhibit A-1 as “Skyview On The Hudson,” representing 2.1% of the initial Fixed Loan Group balance, such mortgaged real property also secures a third-lien Junior Loan. Such Junior Loans are included in the issuing entity. In each case, any default under the subordinate loan documents constitutes a default under the senior loan documents. See “Risk Factors—Risks Related to the Underlying Mortgage Loans” and “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt—Existing Subordinate Debt” in this information circular.
Significant Underlying Mortgage Loans	The ten largest underlying mortgage loans or group of cross-collateralized underlying mortgage loans in the Fixed Loan Group collectively represent 30.0% of the initial Fixed Loan Group balance. The underlying mortgage loans in the Floating Loan Group represent 45.3%, 27.9%, 15.1% and 11.6%, respectively, of the initial Floating Loan Group balance. See “Description of the Underlying Mortgage Loans” in this information circular and Exhibits A-1, A-2 and A-3.

Additional Statistical Information

General Characteristics..... The underlying mortgage loans in the Floating Loan Group that we intend to include in the issuing entity will have the following general characteristics as of the Cut-Off Date:

	Floating Loan Group Pool
Initial Floating Loan Group balance ⁽¹⁾	\$18,083,375
Number of underlying mortgage loans.....	4
Number of mortgaged real properties.....	3
Largest Cut-off Date Principal Balance.....	\$8,195,011
Smallest Cut-off Date Principal Balance.....	\$2,103,389
Average Cut-off Date Principal Balance.....	\$4,520,844
Highest mortgage interest rate margin.....	3.930%
Lowest mortgage interest rate margin.....	3.430%
Weighted average mortgage interest rate margin.....	3.650%
Highest LIBOR cap strike rate ⁽²⁾⁽³⁾	3.250%
Lowest LIBOR cap strike rate ⁽²⁾⁽³⁾	1.820%
Weighted average LIBOR cap strike rate ⁽²⁾⁽³⁾	2.629%
Weighted average LIBOR cap strike rate plus margin ⁽²⁾⁽³⁾	6.279%
Longest original term to maturity (months).....	92
Shortest original term to maturity (months).....	68
Weighted average original term to maturity (months).....	76
Longest remaining term to maturity (months).....	62
Shortest remaining term to maturity (months).....	55
Weighted average remaining term to maturity.....	59
Highest Underwritten Debt Service Coverage Ratio ⁽⁴⁾⁽⁵⁾	1.31x
Lowest Underwritten Debt Service Coverage Ratio ⁽⁴⁾⁽⁵⁾	1.27x
Weighted average Underwritten Debt Service Coverage Ratio ⁽⁴⁾⁽⁵⁾	1.30x
Highest Cut-off Date LTV.....	80.0%
Lowest Cut-off Date LTV.....	68.9%
Weighted average Cut-off Date LTV.....	72.8%

- (1) Subject to a variance of plus or minus 5%.
- (2) With respect to all of the underlying mortgage loans in the Floating Loan Group, the applicable borrowers purchased Interest Rate Cap Agreements from third-party sellers that are currently in place. These Interest Rate Cap Agreements are reflected in the weighted average Underwritten Debt Service Coverage Ratio at LIBOR cap strike rate calculations.
- (3) All underlying mortgage loans with Interest Rate Cap Agreements have lender-required strike prices.
- (4) Based on Underwritten Net Cash Flow, each Underwritten Debt Service Coverage Ratio assumes LIBOR of 2.2500% *per annum*.
- (5) With respect to all underlying mortgage loans in the Floating Loan Group, Underwritten Debt Service Coverage Ratio calculations are based on amortizing debt service payments.

The underlying mortgage loans in the Fixed Loan Group that we intend to include in the issuing entity will have the following general characteristics as of the Cut-Off Date:

	Fixed Loan Group Pool
Initial Fixed Loan Group balance ⁽¹⁾	\$428,856,439
Number of underlying mortgage loans	82
Number of mortgaged real properties	81
Largest Cut-off Date Principal Balance	\$16,522,038
Smallest Cut-off Date Principal Balance	\$978,185
Average Cut-off Date Principal Balance	\$5,229,957
Highest annual mortgage interest rate	6.180%
Lowest annual mortgage interest rate	4.250%
Weighted average annual mortgage interest rate	5.316%
Longest original term to maturity (months)	135
Shortest original term to maturity (months)	33
Weighted average original term to maturity (months)	66
Longest remaining term to maturity (months)	119
Shortest remaining term to maturity (months)	17
Weighted average remaining term to maturity (months)	54
Highest Underwritten Debt Service Coverage Ratio	7.30x
Lowest Underwritten Debt Service Coverage Ratio	1.25x
Weighted average Underwritten Debt Service Coverage Ratio	1.64x
Highest Cut-off Date LTV	77.2%
Lowest Cut-off Date LTV	8.4%
Weighted average Cut-off Date LTV	62.5%

(1) Subject to a variance of plus or minus 5%.

In reviewing these tables, please note that the Underwritten Net Cash Flow for any mortgaged real property (which is the basis for the Underwritten Debt Service Coverage Ratio for the related underlying mortgage loan) is an estimated number based on numerous assumptions that may not necessarily reflect recent historical performance and may not ultimately prove to be an accurate prediction of future performance.

All Underwritten Debt Service Coverage Ratio calculations are based on amortizing debt service payments unless the Senior Loan is interest-only in which case, such calculations are based on the interest-only debt service for the Senior Loan and amortizing debt service payments for the underlying mortgage loan with the exception of 6 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 10.1% of the initial Fixed Loan Group balance, which are interest-only for their full terms.

All Underwritten Debt Service Coverage Ratio, Underwritten Debt Service Coverage Ratio (IO), Cut-off Date Loan-to-Value Ratio, Maturity Loan-to-Value Ratio and Cut-off Date Balance/Unit calculations include the related Senior Loans and Junior Loans. With respect to the underwritten debt service coverage ratios for the underlying mortgage loans with related Junior Loans, the calculations

are based on the Underwritten Net Cash Flow at the time of origination of the most subordinate Junior Loan.

In addition, 1 group of underlying mortgage loans in the Fixed Loan Group, secured by the mortgaged real properties identified on Exhibit A-1 as “Skyview On The Hudson” and “Skyview On The Hudson (Third Lien),” collectively representing 3.0% of the initial Fixed Loan Group balance, consists of a second-lien loan and a third-lien loan that are secured by the same mortgaged real property and are cross-defaulted with a first-lien loan secured by same mortgaged real property and each other. In addition, 1 group of underlying mortgage loans in the Floating Loan Group, secured by the mortgaged real properties identified on Exhibit A-1 as “Lennox Flats (Third Lien)” and “Lennox Flats Supplemental (Fourth Lien),” collectively representing 26.8% of the initial Floating Loan Group balance, consists of a third-lien loan and a fourth-lien loan that are secured by the same mortgaged real property and are cross-defaulted with a first-lien loan and a second-lien loan secured by same mortgaged real property and each other.

[THIS PAGE INTENTIONALLY LEFT BLANK]

RISK FACTORS

The risks and uncertainties described below summarize the material risks in connection with the purchase of the offered certificates. All numerical information concerning the underlying mortgage loans is provided on an approximate basis.

The Certificates May Not Be a Suitable Investment for You

The certificates are not suitable investments for all investors. In particular, you should not purchase any class of certificates unless you understand and are able to bear the prepayment, credit, liquidity and market risks associated with that class of certificates. For those reasons and for the reasons set forth in these “Risk Factors,” the yield to maturity and the aggregate amount and timing of distributions on the certificates are subject to material variability from period to period and give rise to the potential for significant loss over the life of the certificates to the extent the Guarantor does not make Guarantor Payments on the offered certificates. The interaction of these factors and their effects are impossible to predict and are likely to change from time to time. As a result, an investment in the certificates involves substantial risks and uncertainties and should be considered only by sophisticated institutional investors with substantial investment experience with similar types of securities.

Combination or “Layering” of Multiple Risks May Significantly Increase Risk of Loss

Although the various risks discussed in this information circular are generally described separately, you should consider the potential effects of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss to an investor in the certificates may be significantly increased.

Risks Related to the Underlying Mortgage Loans

All of the Underlying Mortgage Loans Are Subordinate to Senior Loans. Each of the underlying mortgage loans is secured by a mortgage, deed of trust or similar security instrument that is subordinate to one or more senior mortgages, deeds of trust or similar security instruments. The Fixed Loan Group contains 69 second-lien underlying mortgage loans, 12 third-lien underlying mortgage loans and 1 fourth-lien underlying mortgage loan. The Floating Loan Group contains 3 third-lien underlying mortgage loans and 1 fourth-lien underlying mortgage loan. Greater credit risk is usually attached to subordinate mortgage loans than to a borrower’s more senior mortgage loans. Adverse changes in the financial condition of the related mortgaged real property or properties and/or in general economic conditions could impair the ability of the borrower to make payments on the subordinate mortgage loan and cause it to default more quickly than with respect to the borrower’s senior mortgage loans.

In addition, all of the underlying mortgage loans are subject to one or more intercreditor agreements. Under the intercreditor agreements, the underlying mortgage loan and each related Senior Loan and Junior Loan are cross-defaulted with one another. Each underlying mortgage loan is subordinated in right of payment to each related Senior Loan. As a result, following an event of default on a Senior Loan, the related underlying mortgage loan will not be entitled to any payments until the Senior Loan has been paid in full. In addition, the consent of the holder of the related Senior Loan is required to be obtained prior to the commencement by the issuing entity of any foreclosure proceeding against the related mortgaged real property.

As a result of these factors, a complete loss is more likely to occur in the event of a default on subordinate mortgage loans.

The Underlying Mortgage Loans Are Nonrecourse. Except for certain limited nonrecourse carveouts, each of the underlying mortgage loans is a nonrecourse obligation of the related borrower. This means that, in the event of a default, recourse will generally be limited to the related mortgaged real property or properties securing the Defaulted Loan and other assets that have been pledged to secure that underlying mortgage loan, subject to the prior rights of the related Senior Loans. Consequently, full and timely payment on each underlying mortgage loan will depend on one or more of the following:

- the sufficiency of the Net Operating Income of the applicable mortgaged real property to pay debt service, including debt service on any related Senior Loan(s);
- the market value of the applicable mortgaged real property at or prior to maturity;

- the balances of all Senior Loans secured by the same mortgaged real property; and
- the ability of the related borrower to refinance or sell the applicable mortgaged real property at maturity.

In general, the value of any multifamily property will depend on its ability to generate net operating income. The ability of an owner to finance a multifamily property will depend, in large part, on the property's value and ability to generate net operating income.

None of the underlying mortgage loans will be insured or guaranteed by any governmental entity or private mortgage insurer.

Repayment of Each of the Underlying Mortgage Loans Will Be Dependent on the Cash Flow Produced by the Related Mortgaged Real Property, Which Can Be Volatile and Insufficient to Allow Timely Distributions on the Offered Certificates, and on the Value of the Related Mortgaged Real Property, Which May Fluctuate Over Time. Repayment of loans secured by multifamily rental properties typically depends on the cash flow produced by those properties. The ratio of net cash flow to debt service of an underlying mortgage loan secured by an income-producing property is an important measure of the risk of default on the loan. The ratio of net cash flow to debt service of all mortgage loans secured by the same mortgaged real property is also an important measure of risk of default.

Payment on each underlying mortgage loan may also depend on:

- the ability of the related borrower to sell the related mortgaged real property or refinance the underlying mortgage loan, at scheduled maturity, in an amount sufficient to repay the underlying mortgage loan; and/or
- in the event of a default under the underlying mortgage loan and a subsequent sale of the related mortgaged real property upon the acceleration of such underlying mortgage loan's maturity, the amount of the sale proceeds, taking into account any adverse effect of a foreclosure proceeding on those sale proceeds.

In general, if an underlying mortgage loan has a relatively high loan-to-value ratio or a relatively low debt service coverage ratio, a foreclosure sale is more likely to result in proceeds insufficient to satisfy the outstanding debt. This likelihood increases for underlying mortgage loans on properties that also secure other Junior Loans and Senior Loans, because the loan-to-value and debt-service coverage ratios increase on a cumulative basis when considering all of the loans secured by the same mortgaged real property. Each mortgaged real property also secures a related Senior Loan.

The cash flows from the operation of multifamily real properties are volatile and may be insufficient to cover debt service on the related underlying mortgage loan and any related Senior Loans or Junior Loans secured by the same mortgaged real property and pay operating expenses at any given time. This may cause the value of a property to decline. Cash flows and property values generally affect:

- the ability to cover debt service;
- the ability to pay an underlying mortgage loan in full with sales or refinance proceeds; and
- the amount of proceeds recovered upon foreclosure.

Cash flows and property values depend on a number of factors, including:

- national, regional and local economic conditions, including plant closings, military base closings, economic and industry slowdowns and unemployment rates;
- local real estate conditions, such as an oversupply of units similar to the units at the related mortgaged real property;
- increases in vacancy rates;
- changes or continued weakness in a specific industry segment that is important to the success of the related mortgaged real property;

- increases in operating expenses at the mortgaged real property and in relation to competing properties;
- the nature of income from the related mortgaged real property, such as whether rents are subject to rent control or rent stabilization laws;
- a decline in rental rates as leases are renewed or entered into with new tenants;
- if rental rates are less than the average market rental rates for the area and are not offset by low operating expenses;
- the level of required capital expenditures for proper maintenance, renovations and improvements demanded by tenants or required by law at the related mortgaged real property;
- creditworthiness of tenants, a decline in the financial condition of tenants or tenant defaults;
- the number of tenants at the related mortgaged real property and the duration of their respective leases;
- dependence upon a concentration of tenants working for a particular business or industry;
- demographic factors;
- retroactive changes in building or similar codes that require modifications to the related mortgaged real property;
- capable management and adequate maintenance for the related mortgaged real property;
- location of the related mortgaged real property;
- proximity and attractiveness of competing properties;
- whether the mortgaged real property has uses subject to significant regulation;
- the rate at which new rentals occur;
- perceptions by prospective tenants of the safety, convenience, services and attractiveness of the related mortgaged real property;
- the age, construction, quality and design of the related mortgaged real property; and
- whether the related mortgaged real property is readily convertible to alternative uses.

Criminal Activity May Adversely Affect Property Performance. Certain of the underlying mortgage loans are secured by mortgaged real properties that may have been, or may be, the site of criminal activities. Perceptions by prospective tenants of the safety and reputation of any such mortgaged real property may influence the cash flow produced by such mortgaged real property. In addition, in connection with any criminal activities that occur at a related mortgaged real property, litigation may be brought against a borrower or political or social conditions may result in civil disturbances.

Forfeiture (Including for Drug, RICO and Money Laundering Violations) May Present Risks. Federal law provides that property purchased or improved with assets derived from criminal activity or otherwise tainted, or used in the commission of certain offenses, can be seized and ordered forfeited to the United States. A number of offenses can trigger such a seizure and forfeiture including, among others, violations of the Racketeer Influenced and Corrupt Organizations Act, the Bank Secrecy Act, the Money Laundering Control Act, the USA PATRIOT Act and the regulations issued pursuant to all of them, as well as the controlled substance laws. In many instances, the United States may seize the property civilly, without a criminal prosecution.

In the event of a forfeiture proceeding, a financial institution that is a lender of funds may be able to establish its interest in the property by proving that (i) its mortgage was executed and recorded before the commission of the illegal conduct from which the assets used to purchase or improve the property were derived or before the commission of any other crime upon which the forfeiture is based, or (ii) at the time of the execution of the mortgage, despite appropriate due diligence, it “did not know or was reasonably without cause to believe that the property was subject to forfeiture.” However, we cannot assure you that such a defense will be successful.

Borrowers May Be Unable to Make Balloon Payments. All of the underlying mortgage loans are Balloon Loans. Balloon Loans have amortization schedules that are significantly longer than their respective terms, and many of the Balloon Loans require only payments of interest for part or all of their respective terms. See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Additional Amortization Considerations” in this information circular. A longer amortization schedule or an interest-only provision in an underlying mortgage loan will result in a higher amount of principal outstanding on the underlying mortgage loan at any particular time, including at the maturity date of the underlying mortgage loan, than would have otherwise been the case had a shorter amortization schedule been used or had the underlying mortgage loan had a shorter interest-only period or not included an interest-only period at all. That higher principal amount outstanding could both (i) make it more difficult for the related borrower to make the required balloon payment at maturity and (ii) lead to increased losses for the issuing entity either during the loan term or at maturity if the underlying mortgage loan becomes a Defaulted Loan. The borrower under an underlying mortgage loan of these types is required to make a substantial payment of principal and interest, which is commonly called a balloon payment, on the maturity date of the underlying mortgage loan. The ability of the borrower to make a balloon payment depends on the amount of any Senior Loan outstanding relative to the value of the mortgaged real property and the borrower’s ability to refinance or sell the mortgaged real property securing the underlying mortgage loan. The ability of the borrower to refinance or sell the mortgaged real property will be affected by a number of factors, including—

- the fair market value and condition of the mortgaged real property;
- the borrower’s total amount of debt outstanding that is secured by the mortgaged real property;
- the level of interest rates;
- the borrower’s equity in the mortgaged real property;
- the borrower’s financial condition;
- the operating history of the mortgaged real property;
- changes in zoning and tax laws;
- changes in competition in the relevant area;
- changes in rental rates in the relevant area;
- changes in governmental regulation and fiscal policy;
- prevailing general and regional economic conditions;
- the state of the fixed income and mortgage markets;
- the availability of credit for mortgage loans secured by multifamily rental properties; and
- the requirements (including loan-to-value ratios and debt service coverage ratios) of lenders for mortgage loans secured by multifamily rental properties.

Neither we nor any of our affiliates, the mortgage loan seller or any of the Originators will be obligated to refinance any underlying mortgage loan or any related Senior Loan or Junior Loan.

In addition, compliance with legal requirements, such as the credit risk retention regulations under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”), could cause commercial real estate lenders to tighten their lending standards and reduce the availability of debt financing for commercial real estate borrowers. This, in turn, may adversely affect the borrowers’ ability to refinance the underlying mortgage loan or sell the related mortgaged real property on the maturity date. We cannot assure you that each borrower under a Balloon Loan will have the ability to repay the outstanding principal balance of such underlying mortgage loan on the related maturity date.

Subject to the terms of the related intercreditor agreements, the master servicer or the special servicer may, within prescribed limits, extend and modify underlying mortgage loans that are in default or as to which a payment default is reasonably foreseeable in order to maximize recoveries on such underlying mortgage loans. The master

servicer or the special servicer is only required to determine that any extension or modification is reasonably likely to produce a greater recovery than a liquidation of the real property securing the Defaulted Loan. There is a risk that the decision of the master servicer or the special servicer to extend or modify an underlying mortgage loan may not in fact produce a greater recovery. See “—Modifications of the Underlying Mortgage Loans” below.

Modifications of the Underlying Mortgage Loans. If any underlying mortgage loans become delinquent or are in default, the special servicer will be required to work with the related borrowers to maximize collections on such underlying mortgage loans, subject to the terms of the related intercreditor agreements. This may include modifying the terms of such underlying mortgage loans that are in default or whose default is reasonably foreseeable. At each step in the process of trying to bring a Defaulted Loan current or in maximizing proceeds to the issuing entity, the special servicer will be required to invest time and resources not otherwise required for the master servicer to collect payments on performing underlying mortgage loans. Modifications of underlying mortgage loans implemented by the special servicer in order to maximize the ultimate proceeds of such underlying mortgage loans may have the effect of, among other things, reducing or otherwise changing the mortgage rate, forgiving or forbearing on payments of principal, interest or other amounts owed under the underlying mortgage loan, extending the final maturity date of the underlying mortgage loan, capitalizing or deferring delinquent interest and other amounts owed under the underlying mortgage loan, forbearing payment of a portion of the principal balance of the underlying mortgage loan or any combination of these or other modifications. Any modified underlying mortgage loan may remain in the issuing entity, and the modification may result in a reduction in the funds received with respect to such underlying mortgage loan.

Multifamily Lending Subjects Your Investment to Special Risks that Are Not Associated with Single-Family Residential Lending. The underlying mortgage loans are secured by multifamily income-producing properties.

Multifamily lending is generally thought to be riskier than single-family residential lending because, among other things, larger loans are made to the same borrower or borrowers under common ownership.

Furthermore, the risks associated with lending on multifamily properties are inherently different from those associated with lending on the security of single-family residential properties. For example, repayment of each of the underlying mortgage loans will be dependent on the performance and/or value of the related mortgaged real property.

There are additional factors in connection with multifamily lending, not present in connection with single-family residential lending, which could adversely affect the economic performance of the respective mortgaged real properties that secure the underlying mortgage loans. Any one of these additional factors, discussed in more detail in this information circular, could result in a reduction in the level of cash flow from those mortgaged real properties that is required to ensure timely distributions on the offered certificates.

Certain Multifamily Properties May Contain Commercial Components. Certain of the mortgaged real properties may contain retail, office or other commercial units. The value of retail, office and other commercial units is significantly affected by the quality of the tenants and the success of the tenant businesses. The correlation between the success of tenant businesses and a retail unit’s value may be more direct with respect to retail units than other types of commercial property because a component of the total rent paid by certain retail tenants may be tied to a percentage of gross sales. In addition, certain retail, office and commercial units may have tenants that are subject to risks unique to their business, such as medical offices, dental offices, theaters, educational facilities, fitness centers and restaurants. These types of leased spaces may not be readily convertible (or convertible at all) to alternative uses if the leased spaces were to become vacant.

We cannot assure you that the existence of retail, office or other commercial units will not adversely impact operations at or the value of the mortgaged real properties.

Condominium Ownership May Limit Use of the Mortgaged Real Property and Decision Making Related to the Mortgaged Real Property. In the case of condominiums, a board of managers generally has discretion to make decisions affecting the condominium and the borrower under an underlying mortgage loan secured in whole or in part by a condominium may not have any control over decisions made by the related board of managers. Decisions made by that board of managers, including decisions regarding assessments to be paid by the unit owners, insurance to be maintained on the condominium and many other decisions affecting the maintenance of the condominium, may

have an adverse impact on any underlying mortgage loans that are secured by condominium interests. We cannot assure you that the related board of managers will always act in the best interests of the borrower under those underlying mortgage loans. Further, due to the nature of condominiums, a default on the part of the borrower will not allow the applicable special servicer the same flexibility in realizing on the collateral as is generally available with respect to properties that are not condominiums. The rights of other unit owners, the documents governing the management of the condominium units and the state and local laws applicable to condominium units must be considered. In addition, in the event of a casualty with respect to a mortgaged real property which consists of a condominium interest, due to the possible existence of multiple loss payees on any insurance policy covering the mortgaged real property, there could be a delay in the allocation of any related insurance proceeds. Consequently, servicing and realizing upon a condominium property could subject the issuing entity to a greater delay, expense and risk than with respect to a property that is not a condominium.

See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Condominium Ownership” in this information circular for additional information relating to underlying mortgage loans secured by mortgaged real properties that are part of a condominium regime. We cannot assure you that such borrowers will abide by the applicable agreement or that these considerations will not adversely impact your investment.

Cooperatively-Owned Apartment Buildings Subject Your Investment to Special Risks. Certain of the underlying mortgage loans may be secured by a mortgaged real property owned by a cooperative corporation. In general, each shareholder in a cooperative corporation is entitled to occupy a particular apartment unit under a long-term proprietary lease or occupancy agreement.

A tenant/shareholder of a cooperative corporation must make a monthly maintenance payment to the corporation. The monthly maintenance payment represents a tenant/shareholder’s *pro rata* share of the corporation’s mortgage loan payments, real property taxes, maintenance expenses and other capital and ordinary expenses of the property. These monthly maintenance payments are in addition to any payments of principal and interest the tenant/shareholder must make on any loans of the tenant/shareholder secured by its shares in the corporation.

A cooperative corporation is directly responsible for building maintenance and payment of real estate taxes and hazard and liability insurance premiums. A cooperative corporation’s ability to meet debt service obligations on an underlying mortgage loan secured by, and to pay all other operating expenses of, the cooperatively owned property depends primarily upon the receipt of maintenance payments from the tenant/shareholders; and any rental income from units or commercial space that the cooperative corporation might control.

A cooperative corporation may have to impose special assessments on the tenant/shareholders in order to pay unanticipated expenditures. Accordingly, a cooperative corporation is highly dependent on the financial well-being of its tenant/shareholders. A cooperative corporation’s ability to pay the amount of any balloon payment due at the maturity of an underlying mortgage loan secured by the cooperatively owned property depends primarily on its ability to refinance the property.

In a typical cooperative conversion plan, the owner of a rental apartment building contracts to sell the building to a newly formed cooperative corporation. Shares are allocated to each apartment unit by the owner or sponsor of the borrower. The current tenants have a specified period to subscribe at prices discounted from the prices to be offered to the public after that period. As part of the consideration for the sale, the owner or sponsor receives all the unsold shares of the cooperative corporation. In general the sponsor controls the corporation’s board of directors and management for a limited period of time. If the sponsor holds the shares allocated to a large number of apartment units, the lender on an underlying mortgage loan secured by a cooperatively owned property may be adversely affected by a decline in the creditworthiness of the sponsor.

Many cooperative conversion plans are non-eviction plans. Under a non-eviction plan, a tenant at the time of conversion who chooses not to purchase shares is entitled to reside in its apartment unit as a subtenant from the owner of the shares allocated to that unit. Any applicable rent control or rent stabilization laws would continue to be applicable to the subtenancy. In addition, the subtenant may be entitled to renew its lease for an indefinite number of years with continued protection from rent increases above those permitted by any applicable rent control and rent stabilization laws. The owner/shareholder is responsible for the maintenance payments to the cooperative corporation without regard to whether it receives rent from the subtenant or whether the rent payments are lower

than maintenance payments on the unit. Newly formed cooperative corporations typically have the greatest concentration of non-tenant/shareholders.

See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Cooperative Ownership” in this information circular for additional information relating to underlying mortgage loans secured by mortgaged real properties that are owned by cooperative corporations.

The Source of Repayment on the Offered Certificates Will Be Limited to Payments and Other Collections on the Underlying Mortgage Loans. The offered certificates will represent interests solely in the issuing entity. The primary assets of the issuing entity will be a segregated pool of junior-lien multifamily mortgage loans. Accordingly, repayment of the offered certificates will be limited to payments and other collections on the underlying mortgage loans in the related Loan Group, subject to the Freddie Mac Guarantee.

However, the underlying mortgage loans will not be an obligation of, or be insured or guaranteed by:

- any governmental entity;
- any private mortgage insurer;
- the depositor;
- Freddie Mac;
- any Third Party Master Servicer;
- the Primary Special Servicer;
- the Backup Special Servicer;
- any sub-servicer of the master servicer or the special servicer;
- the trustee;
- the certificate administrator;
- the custodian; or
- any of their or our respective affiliates.

All of the Underlying Mortgage Loans Are Secured by Multifamily Rental Properties, Thereby Materially Exposing Offered Certificateholders to Risks Associated with the Performance of Multifamily Rental Properties. All of the mortgaged real properties are primarily used for multifamily rental purposes. A number of factors may adversely affect the value and successful operation of a multifamily rental property. Some of these factors include:

- the number of competing residential developments in the local market, including apartment buildings, manufactured housing communities, assisted living, memory care and/or independent living facilities and site-built single family homes;
- the physical condition and amenities, including access to transportation, of the subject property in relation to competing properties;
- the subject property’s reputation;
- applicable state and local regulations designed to protect tenants in connection with evictions and rent increases, including rent control and rent stabilization regulations;
- the tenant mix, such as the tenant population being predominantly students or being heavily dependent on workers from a particular business or personnel from a local military base;
- restrictions on the age of tenants who may reside at the subject property;
- local factory or other large employer closings;
- the location of the property, for example, a change in the neighborhood over time;
- the level of mortgage interest rates to the extent it encourages tenants to purchase housing;

- the ability of the management team to effectively manage the subject property;
- the ability of the management team to provide adequate maintenance and insurance;
- compliance and continuance of any government housing rental subsidy programs from which the subject property receives benefits and whether such subsidies or vouchers may be used at other properties;
- distance from employment centers and shopping areas;
- adverse local or national economic conditions, which may limit the amount of rent that may be charged and may result in a reduction of timely rent payment or a reduction in occupancy level;
- the financial condition of the owner of the subject property; and
- government agency rights to approve the conveyance of such mortgaged real properties could potentially interfere with the foreclosure or execution of a deed-in-lieu of foreclosure of such properties.

Because units in a multifamily rental property are primarily leased to individuals, usually for no more than a year, the ability of the property to generate net operating income is likely to change relatively quickly where a downturn in the local economy or the closing of a major employer in the area occurs.

In addition, some units in a multifamily rental property may be leased to corporate entities. Expiration or non-renewals of corporate leases and vacancies related to corporate tenants may adversely affect the income stream at such mortgaged real properties.

For example, with respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as “Boulders At Puget Sound (Fourth Lien),” “Village At Westmeadow,” “Vista Grande Apartments” and “Autumn Cove Apartments (Fka Bridgewater),” collectively representing 6.5% of the initial Fixed Loan Group balance, at the time each such underlying mortgage loan was underwritten, a significant number of units at the mortgaged real property were leased to military tenants. Base closings and the transient nature of military service may adversely affect the income stream at such mortgaged real properties.

In addition, certain mortgaged real properties may have a significant amount of units leased to charitable institutions or other nonprofit organizations that provide assistance to, among others, refugees, transient tenants or others in need. These organizations generally rely on contributions from individuals or other subsidies to pay the related rent and other operating expenses. We cannot assure you that these circumstances will not adversely impact operations at or the value of the mortgaged real properties.

Particular factors that may adversely affect the ability of a multifamily property to generate net operating income include—

- an increase in interest rates, real estate taxes and other operating expenses;
- an increase in the capital expenditures needed to maintain the property or make renovations or improvements;
- an increase in vacancy rates;
- a decline in rental rates as leases are renewed or replaced; and
- natural disasters and civil disturbances such as earthquakes, hurricanes, floods, eruptions or riots.

The volatility of net operating income generated by a multifamily property over time will be influenced by many of these factors, as well as by—

- the length of tenant leases;
- the creditworthiness of tenants;
- the rental rates at which leases are renewed or replaced;
- the percentage of total property expenses in relation to revenue;

- the ratio of fixed operating expenses to those that vary with revenues; and
- the level of capital expenditures required to maintain the property and to maintain or replace tenants.

Therefore, multifamily properties with short-term or less creditworthy sources of revenue and/or relatively high operating costs can be expected to have more volatile cash flows than multifamily properties with medium- to long-term leases from creditworthy tenants and/or relatively low operating costs. A decline in the real estate market will tend to have a more immediate effect on the net operating income of multifamily properties with short-term revenue sources and may lead to higher rates of delinquency or defaults on the underlying mortgage loans secured by those properties.

In addition, some states regulate the relationship of an owner and its tenants at a multifamily rental property. Among other things, these states may—

- require written leases;
- require good cause for eviction;
- require disclosure of fees;
- prohibit unreasonable rules;
- prohibit retaliatory evictions;
- prohibit restrictions on a resident’s choice of unit vendors;
- limit the bases on which a landlord may increase rent; or
- prohibit a landlord from terminating a tenancy solely by reason of the sale of the owner’s building.

Apartment building owners have been the subject of lawsuits under state “Unfair and Deceptive Practices Acts” and other general consumer protection statutes for coercive, abusive or unconscionable leasing and sales practices.

Some counties and municipalities also impose rent control regulations on apartment buildings. These regulations may limit rent increases to—

- fixed percentages;
- percentages of increases in the consumer price index;
- increases set or approved by a governmental agency; or
- increases determined through mediation or binding arbitration.

For example, with respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as “160 West 71st Street Apartments,” representing 0.9% of the initial Fixed Loan Group balance, such mortgaged real property may be subject to rent control or stabilization laws or regulations or other similar statutory or contractual programs. We cannot assure you that the rent stabilization laws or regulations will not cause a reduction in rental income. If rents are reduced, we cannot assure you that such mortgaged real property will be able to generate sufficient cash flow to satisfy debt service payments and operating expenses.

In many cases, the rent control laws do not provide for decontrol of rental rates upon vacancy of individual units. Any limitations on a landlord’s ability to raise rents at a multifamily rental property may impair the landlord’s ability to repay an underlying mortgage loan secured by the property or to meet operating costs.

In addition, multifamily rental properties are part of a market that, in general, is characterized by low barriers to entry. Thus, a particular multifamily rental property market with historically low vacancies could experience substantial new construction and a resultant oversupply of rental units within a relatively short period of time. Because units in a multifamily rental property are typically leased on a short-term basis, the tenants residing at a particular property may easily move to alternative multifamily rental properties with more desirable amenities or locations or to single family housing.

Certain of the multifamily rental properties that secure the underlying mortgage loans may be subject to certain restrictions imposed pursuant to restrictive covenants, reciprocal easement agreements and operating agreements or historical landmark designations. Such use restrictions could include, for example, limitations on the use of the properties, the character of improvements on the properties, the borrowers' right to operate certain types of facilities within a prescribed radius of the properties and limitations affecting noise and parking requirements, among other things. In addition, certain of the multifamily rental properties that secure the underlying mortgage loans may have access to certain amenities and facilities at other local properties pursuant to shared use agreements, and we cannot assure you that such use agreements will remain in place indefinitely, or that any amenities and facilities at other properties will remain available to the tenants of any multifamily rental property securing an underlying mortgage loan. These limitations could adversely affect the ability of the related borrower to lease the mortgaged real property on favorable terms, thus adversely affecting the borrower's ability to fulfill its obligations under the related underlying mortgage loan.

Some of the multifamily rental properties that secure the underlying mortgage loans may be subject to land use restrictive covenants or contractual covenants in favor of federal or state housing agencies. The obligations of the related borrowers to comply with such restrictive covenants and contractual covenants, in most cases, constitute encumbrances on the related mortgaged real property that are superior to the lien of the related underlying mortgage loan. In circumstances where the mortgaged real property is encumbered by a regulatory agreement in favor of a federal or state housing agency, the borrower is generally required by the loan documents to comply with any such regulatory agreement. The covenants in a regulatory agreement may require, among other things, that a minimum number or percentage of units be rented to tenants who have incomes that are substantially lower than median incomes in the applicable area or region or impose restrictions on the type of tenants who may rent units, such as imposing minimum age restrictions. These covenants may limit the potential rental rates that may govern rentals at any of those properties, the potential tenant base for any of those properties or both. An owner may subject a multifamily rental property to these covenants in exchange for tax credits or rent subsidies. When the credits or subsidies cease, net operating income will decline. We cannot assure you that these requirements will not cause a reduction in rental income. If rents are reduced, we cannot assure you that the related property will be able to generate sufficient cash flow to satisfy debt service payments and operating expenses.

In addition, restrictive covenants and contractual covenants contained in regulatory agreements may require a borrower, among other conditions, (i) to submit periodic compliance reports and/or permit regulatory authorities to conduct periodic inspections of the related mortgaged real property, (ii) to meet certain requirements as to the condition of affordable units or (iii) to seek the consent of a regulatory authority in connection with the transfer or sale of the mortgaged real property or in connection with a change in the property management. In some cases, regulatory agreements may provide for remedies other than specific performance of restrictive covenants. Such other remedies may include, but are not limited to, providing for the ability of a regulatory authority to replace the property manager. In addition, in some cases, regulatory agreements may impose restrictions on transfers of the mortgaged real property in connection with a foreclosure, including, but not limited to, requiring regulatory authority consent and limiting the type of entities that are permissible transferees of the mortgaged real property. We cannot assure you that these circumstances will not adversely impact operations at or the value of the mortgaged real property, that such consent will be obtained in the event a federal or state housing agency has the right to consent to any change in the property management or ownership of the mortgaged real property or that the failure to obtain such consent will not adversely impact the lender's ability to exercise its remedies upon default of an underlying mortgage loan.

Some of the mortgaged real properties may have tenants that rely on rent subsidies under various government funded programs, including the Section 8 Tenant Based Assistance Rental Certificate Program of the United States Department of Housing and Urban Development ("Section 8"). In addition, with respect to certain of the underlying mortgage loans, the borrower may receive subsidies or other assistance from government programs. Generally, a mortgaged real property receiving such subsidy or assistance must satisfy certain requirements, the borrower must observe certain leasing practices and/or the tenant(s) must regularly meet certain income requirements. See "Description of the Underlying Mortgage Loans—Additional Loan and Property Information—Rental Subsidy Programs" in this information circular for a description of mortgaged real properties subject to rental subsidy programs, including Section 8.

We cannot assure you that such programs will continue in their present form or that the borrowers will continue to comply with the requirements of the programs to enable the borrowers to receive the subsidies in the future or that the level of assistance provided will be sufficient to generate enough revenues for the borrowers to meet their obligations under the underlying mortgage loans, nor can we assure you that any transferee of the mortgaged real property, whether through foreclosure or otherwise, will obtain the consent of the United States Department of Housing and Urban Development (“HUD”) or any state or local housing agency.

Some of the mortgaged real properties that secure the underlying mortgage loans may entitle or may have entitled their owners to receive low income housing tax credits pursuant to Code Section 42. Code Section 42 provides a tax credit for owners of multifamily rental properties meeting the definition of low income housing who have received a tax credit allocation from a state or local allocating agency. The total amount of tax credits to which a property owner is entitled is based on the percentage of total units made available to qualified tenants.

The tax credit provisions limit the gross rent for each low-income unit. Under the tax credit provisions, a property owner must comply with the tenant income restrictions and rental restrictions over a minimum of a 15-year compliance period. In addition, agreements governing the multifamily rental property may require an “extended use period,” which has the effect of extending the income and rental restrictions for an additional period.

In the event a multifamily rental property does not maintain compliance with the tax credit restrictions on tenant income or rental rates or otherwise satisfy the tax credit provisions of the Code, the property owner may suffer a reduction in the amount of available tax credits and/or face the recapture of all or part of the tax credits related to the period of the noncompliance and face the partial recapture of previously taken tax credits. The loss of tax credits, and the possibility of recapture of tax credits already taken, may provide significant incentive for the property owner to keep the related multifamily rental property in compliance with such tax credit restrictions and limit the income derived from the related property.

See “Description of the Underlying Mortgage Loans—Additional Loan and Property Information—Low Income Housing Tax Credits” in this information circular for a description of mortgaged real properties subject to Low Income Housing Tax Credits.

Some of the mortgaged real properties that secure the underlying mortgage loans may entitle or may have entitled their owners to receive tax abatements or exemptions or may be subject to reduced taxes in connection with a “payment in lieu of taxes” (“PILOT”) agreement. See “Description of the Underlying Mortgage Loans—Additional Loan and Property Information—Tax Abatements and Exemptions” in this information circular for additional information relating to tax abatements and exemptions applicable to the mortgaged real properties.

With respect to such mortgaged real properties that entitle their owners to receive tax exemptions, the related Cut-off Date LTVs are often calculated using Appraised Values that assume that the owners of such mortgaged real properties receive such property tax exemptions. Such property tax exemptions often require the property owners to be formed and operated for qualifying charitable purposes and to use the property for those qualifying charitable purposes. Claims for such property tax exemptions must often be re-filed annually by the property owners. Although the loan documents generally require the borrower to submit an annual claim and to take actions necessary for the borrower and the mortgaged real property to continue to qualify for a property tax exemption, if the borrower fails to do so, property taxes payable by the borrower on the mortgaged real property could increase, which could adversely impact the cash flow at or the value of the mortgaged real property. In addition, if the issuing entity forecloses on any such mortgaged real property, the issuing entity may be unable to qualify for a property tax exemption. Finally, if the issuing entity sells any such mortgaged real property in connection with a default on the underlying mortgage loan, prospective purchasers may be unwilling to bid on the mortgaged real property if they are unable to satisfy the requirements of a property tax exemption. This could limit the pool of prospective purchasers for any such mortgaged real property.

We cannot assure you that any tax abatements and exemptions or PILOT agreements will continue to benefit the related mortgaged real properties or that the continuance or termination of any of the tax abatements or exemptions will not adversely impact the mortgaged real properties or the related borrowers’ ability to generate sufficient cash flow to satisfy debt service payments and operating expenses.

The Successful Operation of a Multifamily Property Depends on Tenants. Generally, multifamily properties are subject to leases. The owner of a multifamily property typically uses lease or rental payments for the following purposes—

- to pay for maintenance and other operating expenses associated with the property;
- to fund repairs, replacements and capital improvements at the property; and
- to pay debt service on mortgage loans secured by, and any other debt obligations associated with operating, the property.

Factors that may adversely affect the ability of a multifamily property to generate net operating income from lease and rental payments include—

- an increase in vacancy rates, which may result from tenants deciding not to renew an existing lease;
- an increase in tenant payment defaults;
- a decline in rental rates as leases are entered into, renewed or extended at lower rates;
- if rental rates are less than the average market rental rates for the area and are not offset by low operating expenses;
- an increase in the capital expenditures needed to maintain the property or to make improvements; and
- an increase in operating expenses.

Underlying Mortgage Loans That Are Subject to Ground Leases Can Pose Unique Risks. With respect to the underlying mortgage loan in the Fixed Loan Group secured by the mortgaged real property identified on Exhibit A-1 as “Grandmarc At Austin (Third Lien),” representing 0.5% of the initial Fixed Loan Group balance, such underlying mortgage loan is secured by the leasehold interest of the borrower in the related mortgaged real property. We cannot assure you that circumstances related to the ground lease agreements at any mortgaged real property secured by the leasehold interests of a borrower will not adversely impact operations at, or the value of, such mortgaged real property or the borrower’s ability to generate sufficient cash flow to satisfy debt service payments and operating expenses. See “Description of the Underlying Mortgage Loans—Additional Loan and Property Information—Ground Lease” in this information circular.

Student Housing Facilities Pose Risks Not Associated With Other Types of Multifamily Properties. Student housing facilities may be more susceptible to damage or wear and tear than other types of multifamily housing. Such properties are also affected by their reliance on the financial well-being of the college or university to which such housing relates, competition from on-campus housing units (which may adversely affect occupancy), and the physical layout of the housing (which may not be readily convertible to traditional multifamily use). Further, student tenants have a higher turnover rate than other types of multifamily tenants, which in certain cases is compounded by the fact that some student leases are available for periods of less than 12 months. Some of the mortgaged real properties securing the underlying mortgage loans have tenants who are students.

For example, with respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as “Pier Village Phase II,” “Palazzo,” “Eagles South Apartments,” “Hawthorne Northside (Third Lien),” “Arden Villas,” “The Thompson,” “Grandmarc At Austin (Third Lien),” “Prairie Walk Apartments,” “Broadview And Woodcliffe Manor Apartment” and “Rock Springs Apartments,” collectively representing 6.7% of the initial Fixed Loan Group balance, at the time such underlying mortgage loans were underwritten each such related mortgaged real property had a significant student population.

In addition, with respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as “Lennox Flats Supplemental (Fourth Lien)” and “Lennox Flats (Third Lien),” collectively representing 26.8% of the initial Floating Loan Group balance, at the time such underlying mortgage loans were underwritten each such related mortgaged real property had a significant student population.

The Success of an Income-Producing Property Depends on Reletting Vacant Spaces. The operations at or the value of an income-producing property will be adversely affected if the owner or property manager is unable to renew leases or relet space on comparable terms when existing leases expire and/or become defaulted. Even if vacated space is successfully relet, the costs associated with reletting can be substantial and could reduce cash flow from the income-producing properties. Moreover, if a tenant at an income-producing property defaults in its lease obligations, the landlord may incur substantial costs and experience significant delays associated with enforcing its rights and protecting its investment, including costs incurred in renovating and reletting the property. We cannot assure you that these circumstances will not adversely impact operations at or the value of the mortgaged real properties. See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans” in this information circular.

If an income-producing property has multiple tenants, re-leasing expenditures may be more frequent than in the case of a property with fewer tenants, thereby reducing the cash flow generated by the multi-tenanted property. If a smaller income-producing property has fewer tenants, increased vacancy rates may have a greater possibility of adversely affecting operations at or the value of the related mortgaged real property, thereby reducing the cash flow generated by the property. In addition, with respect to 2 underlying mortgage loans in the Fixed Loan Group, collectively representing 2.2% of the initial Fixed Loan Group balance, each of the related mortgaged real properties includes 100 or fewer units. Similarly, if an income producing property has a number of short-term leases, re-leasing expenditures may be more frequent, thereby reducing the cash flow generated by such property.

Property Value May Be Adversely Affected Even When Current Operating Income Is Not. Various factors may affect the value of multifamily properties without affecting their current net operating income, including—

- changes in interest rates;
- the availability of refinancing sources;
- changes in governmental regulations, licensing or fiscal policy;
- changes in zoning or tax laws; and
- potential environmental or other legal liabilities.

Maintaining a Property in Good Condition May Be Costly. The owner may be required to expend a substantial amount to maintain, renovate or refurbish a multifamily property. Failure to do so may materially impair the property’s ability to generate cash flow. The effects of poor construction quality will increase over time in the form of increased maintenance and capital improvements. Even superior construction will deteriorate over time if management does not schedule and perform adequate maintenance in a timely fashion. We cannot assure you that an income-producing property will generate sufficient cash flow to cover the increased costs of maintenance and capital improvements in addition to paying debt service on the underlying mortgage loan(s) and the related Senior Loan that encumber that property.

The proportion of older mortgaged real properties may adversely impact payments on the underlying mortgage loans on a collective basis. For example, with respect to 26 of the mortgaged real properties, securing 27 underlying mortgage loans in the Fixed Loan Group, collectively representing 35.7% of the initial Fixed Loan Group balance, all or part of the mortgaged real properties were constructed prior to 1980. We cannot assure you that a greater proportion of underlying mortgage loans secured by older mortgaged real properties will not adversely impact cash flow at the mortgaged real properties on a collective basis or that it will not adversely affect payments related to your investment.

Certain of the mortgaged real properties may currently be undergoing or are expected to undergo in the future redevelopment or renovation.

We cannot assure you that any current or planned redevelopment or renovation will be completed, that such redevelopment or renovation will be completed in the time frame contemplated, or that, when and if redevelopment or renovation is completed, such redevelopment or renovation will improve the operations at, or increase the value of, the subject property. Failure of any of the foregoing to occur could have a material negative impact on the related underlying mortgage loan, which could affect the ability of the related borrower to repay the underlying mortgage loan.

In the event the related borrower (or a tenant, if applicable) fails to pay the costs of work completed or material delivered in connection with ongoing redevelopment or renovation, the portion of the mortgaged real property on which there is construction may be subject to mechanic's or materialmen's liens that may be senior to the lien of the related underlying mortgage loan.

The existence of construction at a mortgaged real property may make such mortgaged real property less attractive to tenants and, accordingly, could have a negative effect on Net Operating Income.

If the special servicer forecloses on behalf of the issuing entity on a mortgaged real property that is being redeveloped or renovated, pursuant to the REMIC Provisions, the special servicer will only be permitted to arrange for completion of the redevelopment or renovation if more than 10% of the costs of construction were incurred at the time the default on the related underlying mortgage loan became imminent. As a result, the issuing entity may not realize as much proceeds upon disposition of a foreclosure property as it would if it were permitted to complete construction.

See "Description of the Underlying Mortgage Loans—Additional Loan and Property Information—Redevelopment or Renovation" in this information circular for a description of certain mortgaged real properties subject to current or future redevelopment, renovation or construction.

Competition Will Adversely Affect the Profitability and Value of an Income-Producing Property. Some income-producing properties are located in highly competitive areas. Comparable income-producing properties located in the same area compete on the basis of a number of factors including—

- rental rates;
- location;
- type of services and amenities offered; and
- nature and condition of the particular property.

The profitability and value of an income-producing property may be adversely affected by a comparable property that—

- offers lower rents;
- has lower operating costs;
- offers a more favorable location; or
- offers better facilities and/or amenities.

Costs of renovating, refurbishing or expanding an income-producing property in order to remain competitive can be substantial.

Borrower Bankruptcy Proceedings Can Delay and Impair Recovery on an Underlying Mortgage Loan. Under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), the filing of a petition in bankruptcy by or against a borrower, including a petition filed by or on behalf of a more-senior or more-junior lienholder, will stay the sale of a mortgaged real property owned by that borrower, as well as the commencement or continuation of a foreclosure action.

In addition, if a bankruptcy court determines that the value of a mortgaged real property is less than the principal balance of the underlying mortgage loan it secures, the bankruptcy court may reduce the amount of secured indebtedness to the then-value of the property. This would make the lender a general unsecured creditor for the difference between the then-value of the property and the amount of its outstanding mortgage indebtedness.

A bankruptcy court also may—

- grant a debtor a reasonable time to cure a payment default on an underlying mortgage loan;
- reduce monthly payments due under an underlying mortgage loan;

- change the rate of interest due on an underlying mortgage loan; or
- otherwise alter an underlying mortgage loan’s repayment schedule.

Furthermore, the borrower, as debtor-in-possession, or its bankruptcy trustee has special powers to avoid, subordinate or disallow debts. In some circumstances, the claims of a secured lender, such as the issuing entity, may be subordinated to financing obtained by a debtor-in-possession subsequent to its bankruptcy.

Under the Bankruptcy Code, a lender will be stayed from enforcing a borrower’s assignment of rents and leases. The legal proceedings necessary to resolve these issues can be time consuming and may significantly delay the receipt of rents. Rents also may escape an assignment to the extent they are used by borrower to maintain its property or for other court authorized expenses.

As a result, the issuing entity’s recovery with respect to borrowers in bankruptcy proceedings may be significantly delayed, and the total amount ultimately collected may be substantially less than the amount owed. Certain of the key principals or the related sponsors of the respective borrowers may have declared bankruptcy in the past, which may mean they are more likely to declare bankruptcy again in the future or put the borrowing entities into bankruptcy in the future.

Pursuant to the doctrine of substantive consolidation, a bankruptcy court, in the exercise of its equitable powers, has the authority to order that the assets and liabilities of a borrower be consolidated with those of a bankrupt affiliate for the purposes of making distributions under a plan of reorganization or liquidation. Thus, property that is ostensibly the property of a borrower may become subject to the bankruptcy case of an affiliate, the automatic stay applicable to such bankrupt affiliate may be extended to a borrower and the rights of creditors of a borrower may become impaired.

In connection with the origination of certain of the underlying mortgage loans, no non-consolidation opinion with respect to the related borrower entity was obtained at origination.

With respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as “Halstead Danvers,” “Residences At Arlington Heights (Third Lien)” and “The Oaks Of Woodland Park,” collectively representing 9.0% of the initial Fixed Loan Group balance, the sponsor of the related borrower reported at least one prior discounted payoff, default, bankruptcy, foreclosure or deed-in-lieu of foreclosure with respect to the other properties of such sponsor.

See “Description of the Underlying Mortgage Loans—Additional Loan and Property Information—Litigation” in this information circular for a description of litigation related to certain borrowers under the underlying mortgage loans, the property managers of the related mortgaged real properties and their respective affiliates.

We cannot assure you that these circumstances will not have an adverse impact on the liquidity of the related borrowers or the related sponsors. Therefore, we cannot assure you that these circumstances will not adversely impact the borrowers’ or the sponsors’ ability to maintain the related mortgaged real properties or pay amounts owed on the related underlying mortgage loans.

Property Management is Important to the Successful Operation of the Mortgaged Real Property. The successful operation of a real estate project depends in part on the performance and viability of the property manager. The property manager is generally responsible for:

- operating the property and providing building services;
- establishing and implementing the rental structure;
- managing operating expenses;
- responding to changes in the local market; and
- advising the borrower with respect to maintenance and capital improvements.

Properties deriving revenues primarily from short-term leases, such as the leases at multifamily properties, generally are more management intensive than properties leased to creditworthy tenants under long-term leases.

A good property manager, by controlling costs, providing necessary services to tenants and overseeing and performing maintenance or improvements on the property, can improve cash flow, reduce vacancies, reduce leasing and repair costs and preserve building value. On the other hand, management errors can, in some cases, impair short-term cash flow and the long-term viability of an income-producing property.

We do not make any representation or warranty as to the skills of any present or future property managers with respect to the mortgaged real properties that will secure the underlying mortgage loans. Furthermore, we cannot assure you that any property managers will be in a financial condition to fulfill their management responsibilities throughout the terms of their respective management agreements. In addition, certain of the mortgaged real properties are managed by affiliates of the applicable borrower. If an underlying mortgage loan is in default or undergoing special servicing, this could disrupt the management of the mortgaged real property and may adversely affect cash flow.

Under the terms of the related intercreditor agreements and the Pooling and Servicing Agreement, both the issuing entity and the holder of the related Senior Loan have the right to terminate a property manager and select a replacement, but the exercise of this right by the issuing entity may be subsequently superseded by the holder of the related Senior Loan. Each intercreditor agreement provides that any replacement property manager is subject to the holder of the related Senior Loan's reasonable approval, unless the property manager meets certain minimum qualifications set forth in the related intercreditor agreement. Additionally, if an event of default has occurred on an underlying mortgage loan or a related Senior Loan, the holder of the related Senior Loan will have the sole right to select any replacement property manager.

The Performance of an Underlying Mortgage Loan and the Related Mortgaged Real Property Depends in Part on Who Controls the Borrower and the Related Mortgaged Real Property. The operation and performance of an underlying mortgage loan will depend in part on the identity of the persons or entities that control the related borrower and the related mortgaged real property. The performance of the underlying mortgage loan may be adversely affected if control of the borrower changes, which may occur, for example, by means of transfers of direct or indirect ownership interests in such borrower. See "Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Due-on-Sale and Due-on-Encumbrance Provisions" in this information circular.

Losses on Larger Underlying Mortgage Loans May Adversely Affect Distributions on the Certificates. Certain of the underlying mortgage loans have Cut-off Date Principal Balances that are substantially higher than the average Cut-off Date Principal Balance for the related Loan Group. In particular, the Floating Loan Group is dependent on only 4 underlying mortgage loans. In general, these concentrations can result in losses that are more severe than would be the case if the total principal balance of the underlying mortgage loans backing the offered certificates were more evenly distributed. See Exhibits A-1, A-2 and A-3 for information relating to significant underlying mortgage loans including the ten largest underlying mortgage loans or group of cross-collateralized underlying mortgage loans in the Fixed Loan Group.

Underlying Mortgage Loans to the Same Borrower or Borrowers Under Common Ownership May Result in More Severe Losses on the Offered Certificates. Certain groups of the underlying mortgage loans in each Loan Group were made to the same borrower or to borrowers under common ownership. Other than with respect to any related Senior Loans and Junior Loans secured by the same mortgaged real property as described in this information circular, none of the underlying mortgage loans are cross-collateralized or cross-defaulted with any other underlying mortgage loan or any mortgage loan that will not be included in the issuing entity. Underlying mortgage loans made to the same borrower or borrowers under common ownership pose additional risks. Among other things:

- financial difficulty at one mortgaged real property could cause the owner to defer maintenance at another mortgaged real property in order to satisfy current expenses with respect to the troubled mortgaged real property; and
- the owner could attempt to avert foreclosure on one mortgaged real property by filing a bankruptcy petition that might have the effect of interrupting monthly payments for an indefinite period on all of the related underlying mortgage loans.

In addition, multiple real properties owned by the same borrower or borrowers under common ownership are likely to have common management. This would increase the risk that financial or other difficulties experienced by the property manager could have a greater impact on the owner of the underlying mortgage loans.

See “Description of the Underlying Mortgage Loans—Underlying Mortgage Loans Made to the Same Borrower or Borrowers Under Common Ownership” in this information circular.

A Borrower’s Other Loans May Reduce the Cash Flow Available to Operate and Maintain the Related Mortgaged Real Property or May Interfere with the Issuing Entity’s Rights Under the Related Underlying Mortgage Loan, Thereby Adversely Affecting Distributions on the Offered Certificates. As described under “—Senior and Subordinate Financing Increases the Likelihood That a Borrower Will Default on an Underlying Mortgage Loan” below and “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt” in this information circular, all of the mortgaged real properties securing the underlying mortgage loans are encumbered by one or more liens that are senior in priority to the underlying mortgage loans and subject to the terms of intercreditor agreements that govern the relationship between the rights of any related holder of the related Senior Loan and the issuing entity.

For example, with respect to the mortgaged real properties identified on Exhibit A-1 as “Skyview On The Hudson,” representing 2.1% of the initial Fixed Loan Group balance, and “Lennox Flats (Third Lien),” representing 11.6% of the initial Floating Loan Group balance, each such mortgaged real property is also encumbered by one or more Junior Loans that is more subordinate to the underlying mortgage loan.

Furthermore, any of the mortgaged real properties may be encumbered in the future by additional subordinate debt. In addition, subject, in some cases, to certain limitations relating to maximum amounts, the borrowers generally may incur trade and operational debt or other unsecured debt and enter into equipment and other personal property and fixture financing and leasing arrangements, in connection with the ordinary operation and maintenance of the related mortgaged real property. Furthermore, in the case of any underlying mortgage loan that requires or allows letters of credit to be posted by the related borrower as additional security for the underlying mortgage loan, in lieu of reserves or otherwise, such borrower may be obligated to pay fees and expenses associated with the letter of credit and/or to reimburse the letter of credit issuer in the event of a draw on the letter of credit by the lender.

For example, with respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as “Royal Gardens,” representing 0.5% of the initial Fixed Loan Group balance, the related loan documents provide that the borrower may deposit (i) a letter of credit in the initial amount of \$167,488 in lieu of making a cash deposit for certain insurance premiums and (ii) a letter of credit in the initial amount of \$1,035,506 in lieu of making a cash deposit for certain tax impositions set forth in the related loan documents. In each case, the lender may draw upon the applicable letter of credit in the event that the borrower fails to timely pay the related obligations and apply all or any portion of such proceeds to the payment of the applicable obligation or apply such amounts to the payment of any or all of the indebtedness. In addition, the borrower provided a \$225,000 letter of credit in lieu of a replacement reserve fund. Pursuant to the loan documents, the lender may draw on such letter of credit in the event that the borrower fails to pay timely certain capital replacement obligations set forth in the loan documents. The loan documents provide that the lender may apply all or any portion of the proceeds to the payment of the applicable capital replacement obligations or apply such amounts to prepay in part the underlying mortgage loan.

The existence of other debt could:

- adversely affect the financial viability of a borrower by reducing the cash flow available to the borrower to operate and maintain the mortgaged real property or make debt service payments on the underlying mortgage loan or loans that are cross-collateralized or cross-defaulted with the underlying mortgage loan;
- adversely affect the security interest of the lender in the equipment or other assets acquired through its financings;
- complicate workouts or bankruptcy proceedings; and
- delay foreclosure on the mortgaged real property.

We cannot assure you that these circumstances will not adversely impact operations at or the value of the related mortgaged real properties.

Changes in Loan Group Composition Can Change the Nature of Your Investment. The underlying mortgage loans in each Loan Group will amortize at different rates and mature on different dates. In addition, some of those underlying mortgage loans may be prepaid or liquidated. As a result, the relative composition of the related Loan Group will change over time.

If you purchase certificates with a pass-through rate that is equal to or calculated based on a weighted average of interest rates on the underlying mortgage loans in the related Loan Group, your pass-through rate will be affected, and may decline, as the relative composition of the related Loan Group changes.

In addition, the composition of the related Loan Group may change if the mortgage loan seller repurchases or substitutes for an underlying mortgage loan in such Loan Group due to a defect in any mortgage file or a breach of any of its representations and warranties that materially and adversely affects the value of any underlying mortgage loan (including any foreclosure property acquired in respect of any foreclosed mortgage loan) or any interests of the holders of any class of certificates. Further, as payments and other collections of principal are received with respect to the underlying mortgage loans, the remaining underlying mortgage loans in the related Loan Group backing the related Loan Group Certificates may exhibit an increased concentration with respect to number and affiliation of borrowers and geographic location.

See “Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions” and “Yield and Maturity Considerations—Yield Considerations—Rate and Timing of Principal Payments” in this information circular.

Geographic Concentration of the Mortgaged Real Properties May Adversely Affect Distributions on the Offered Certificates. The concentration of mortgaged real properties securing underlying mortgage loans in a particular Loan Group in a specific state or region will make the performance of the underlying mortgage loans in the related Loan Group, as a whole, more sensitive to the following factors in the state or region where the borrowers and the mortgaged real properties are concentrated:

- economic conditions, including real estate market conditions;
- changes in governmental rules and fiscal policies;
- regional factors such as earthquakes, floods, tornadoes, forest fires or hurricanes;
- acts of God, which may result in uninsured losses; and
- other factors that are beyond the control of the borrowers.

See Exhibit A-2 for additional information relating to the geographic concentration of the mortgaged real properties.

Senior and Subordinate Financing Increases the Likelihood That a Borrower Will Default on an Underlying Mortgage Loan. All of the mortgaged real properties are subject to first, and in some cases, second and third liens that are senior in priority to the underlying mortgage loans. Additionally, 2 of the underlying mortgage loans, secured by the mortgaged real properties identified on Exhibit A-1 as “Skyview On The Hudson,” representing 2.1% of the initial Fixed Loan Group balance, and “Lennox Flats (Third Lien),” representing 11.6% of the initial Floating Loan Group balance, are each encumbered by a Junior Loan. Other than these 2 underlying mortgage loans, no underlying mortgage loan is secured by a mortgaged real property currently encumbered with a subordinate lien, except for limited permitted encumbrances (which limited permitted encumbrances do not secure subordinate mortgage loans).

Other than with respect to future subordinate debt meeting specified criteria, as described under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt—Permitted Subordinate Mortgage Debt” in this information circular, the underlying mortgage loans require the consent of the holder of the underlying mortgage loan prior to so encumbering the related mortgaged real property. However, a violation of this prohibition may not become evident until the affected

underlying mortgage loan otherwise defaults, and a lender, such as the issuing entity, may not realistically be able to prevent a borrower from incurring subordinate debt.

The borrowers under all of the underlying mortgage loans are permitted to incur an additional limited amount of indebtedness secured by the related mortgaged real properties generally beginning 12 months after the origination date of the first-lien Senior Loan, unless otherwise provided in the related loan documents, and which may be incurred at any time, including on or before the Closing Date. See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt” in this information circular.

The existence of any secured or unsecured subordinated indebtedness and secured senior indebtedness increases the difficulty of making debt service payments or refinancing an underlying mortgage loan at the loan’s maturity. In addition, the related borrower may have difficulty repaying multiple loans. Moreover, the filing of a petition in bankruptcy by, or on behalf of, a Junior Loan Holder may stay the special servicer, on behalf of the issuing entity, from taking action to foreclose out the more-junior lien. Similarly, the filing of a petition in bankruptcy by, or on behalf of, a holder of the related Senior Loan may stay the special servicer, on behalf of the issuing entity, from taking action to foreclose on the more-junior lien.

If any Junior Loan permits recourse to the borrower but the underlying mortgage loan does not, the borrower may have more incentive to repay sums due on the Junior Loan. Additionally, acts of the lender for the underlying mortgage loan that prejudice the lender for any Junior Loan or impair the Junior Loan’s security may create a superior equity in favor of the Junior Loan Holder. For example, although prohibited by the intercreditor agreements related to the underlying mortgage loans, if a borrower and a more senior lienholder agree to an increase in the principal amount of or the interest rate payable on the more senior loan, the more senior lienholder may lose its priority to the extent any existing more-junior lienholder is harmed or the borrower is additionally burdened. Further, if the borrower defaults on an underlying mortgage loan and/or any indebtedness secured by the more-junior lien, the existence of more-junior liens and actions taken by the more-junior lienholders might impair the security available to the holder of the underlying mortgage loan and might interfere with or delay the taking of action by the lender for the underlying mortgage loan. Moreover, the bankruptcy of a more-junior lienholder may operate to stay foreclosure or similar proceedings by the lender for the underlying mortgage loan.

The Type of Borrower May Entail Risk. Mortgage loans made to partnerships, corporations or other entities may entail risks of loss from delinquency and foreclosure that are greater than those of mortgage loans made to individuals. The borrower’s sophistication and form of organization may increase the likelihood of protracted litigation or bankruptcy in default situations.

A number of the borrowers are partnerships. The bankruptcy of the general partner in a partnership may result in the dissolution of the partnership. The dissolution of a borrower that is a partnership, the winding up of its affairs and the distribution of its assets could result in an acceleration of its payment obligations under the related underlying mortgage loan.

With respect to all of the underlying mortgage loans in the Floating Loan Group and 79 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 98.5% of the initial Fixed Loan Group balance, the borrowers’ organizational documents or the terms of the underlying mortgage loans limit the borrowers’ activities to the ownership of only the related mortgaged real properties and, subject to exceptions, including relating to future subordinate debt secured by the mortgaged real properties, generally limit the borrowers’ ability to incur additional future indebtedness other than trade payables and equipment financing relating to the mortgaged real properties in the ordinary course of business. These provisions are designed to mitigate the possibility that the borrowers’ financial condition would be adversely impacted by factors unrelated to the mortgaged real property, the underlying mortgage loan and the Senior Loan and any Junior Loans secured by the same mortgaged real property. However, we cannot assure you that the borrowers will comply with these requirements. Also, although a borrower may currently be structured as a single-purpose entity, such borrower may have previously owned property other than the mortgaged real property and/or may not have observed all covenants and conditions which typically are required to view a borrower as a “single purpose entity” under standard NRSRO criteria. We cannot assure you that circumstances arising from a borrower’s failure to observe the required covenants will not impact the borrower or the mortgaged real property. In addition, borrowers that are not single-purpose entities structured to limit the possibility of becoming insolvent or bankrupt may be more likely to become insolvent or subject to a voluntary or

involuntary bankruptcy proceeding because the borrowers may be operating entities with a business distinct from the operation of the mortgaged real property with the associated liabilities and risks of operating an ongoing business or individuals that have personal liabilities unrelated to the mortgaged real property. However, any borrower, even a single-purpose entity structured to be bankruptcy-remote, as an owner of real estate, will be subject to certain potential liabilities and risks. We cannot assure you that any borrower will not file for bankruptcy protection or that creditors of a borrower or a corporation or individual general partner or managing member of a borrower will not initiate a bankruptcy or similar proceeding against the borrower or corporate or individual general partner or managing member.

With respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as “160 West 71st Street Apartments,” “Milford Commons I And II” and “Ranch At Rollingbrook Apartments,” collectively representing 1.5% of the initial Fixed Loan Group balance, the related borrower is a single asset entity whose only asset is the related mortgaged real property. However, additional debt may be undertaken by such borrower which may increase the possibility that the borrower may become bankrupt or insolvent. Such borrower is not permitted to (i) own any real or personal property other than the related mortgaged real property and personal property related to the operation and maintenance of such mortgaged real property, (ii) operate any business other than the management and operation of such mortgaged real property or (iii) maintain its assets in a way that is difficult to segregate and identify. We cannot assure you that these circumstances will not adversely impact operations at or the value of the mortgaged real properties.

None of the borrowers or their owners have an independent director whose consent would be required to file a voluntary bankruptcy petition on behalf of such borrower. One of the purposes of an independent director of the borrower (or of a single purpose entity having an interest in the borrower) is to avoid a bankruptcy petition filing which is intended solely to benefit an affiliate and is not justified by the borrower’s own economic circumstances. Borrowers (and any single purpose entity having an interest in any such borrowers) that do not have an independent director may be more likely to file a voluntary bankruptcy petition and therefore less likely to repay the related underlying mortgage loan. Even in the case of borrowers with independent directors, we cannot assure you that a borrower will not file for bankruptcy protection, that creditors of a borrower will not initiate a bankruptcy or similar proceeding against such borrower, or that, if initiated, a bankruptcy case of the borrower could be dismissed. Pursuant to Section 364 of the Bankruptcy Code, a bankruptcy court may, under certain circumstances, authorize a debtor to obtain credit after the commencement of a bankruptcy case, secured among other things, by senior, equal or junior liens on property that is already subject to a lien. In the recent bankruptcy case of General Growth Properties, the debtors initially sought approval of a debtor-in-possession loan to the corporate parent entities guaranteed by the property-level single purpose entities and secured by second-liens on their properties. Although the debtor-in-possession loan ultimately did not include these subsidiary guarantees and second-liens, we cannot assure you that, in the event of a bankruptcy of a sponsor of a borrower, the sponsor of such borrower would not seek approval of a similar debtor-in-possession loan, or that a bankruptcy court would not approve a debtor-in-possession loan that included such subsidiary guarantees and second-liens on such subsidiaries’ properties.

Furthermore, with respect to any underlying mortgage loans made to the same borrower or borrowers under common ownership, creditors of a common parent in bankruptcy may seek to consolidate the assets of those borrowers with those of the parent. Consolidation of the assets of the borrowers would likely have an adverse effect on the funds available to make distributions on the certificates. The bankruptcy of a borrower, or the general partner or the managing member of a borrower, may impair the ability of the lender to enforce its rights and remedies under the related mortgage.

In addition, with respect to some of the underlying mortgage loans, the related nonrecourse carveout provisions of the related loan documents may be guaranteed, in whole or in part, by non-U.S. individuals or entities, which may decrease the likelihood of recovery under such guarantee. In addition, some of the underlying mortgage loans may be guaranteed, in whole or in part, by the sponsors of the respective borrowers or other parties that are funds or other entities the terms of which may be subject to expiration or other structural contingencies. In such cases, such loan documents may require such entities to extend their terms or to otherwise take action or provide additional security to the lender regarding the continued existence of such entities during the terms of such underlying mortgage loans.

In addition, certain of the underlying mortgage loans may have borrowers that are wholly or partially (directly or indirectly) owned by one or more crowd funding investor groups or other diversified ownership structures. Investments in commercial real estate through crowd funding investor groups are a relatively recent development.

There may be certain unanticipated risks to this new ownership structure that may adversely affect such underlying mortgage loans. Typically, such crowd funding investor groups are made up of a large number of individual investors who invest relatively small amounts in the group pursuant to a securities offering, typically via the internet. With respect to equity investments in a borrower, the crowd funding investor group in turn purchases a stake in the borrower. Accordingly, equity in the borrower is indirectly held by the individual investors in the crowd funding investor group. We cannot assure you that either the crowd funding investor group or the individual investors in the crowd funding investor group or other diversified ownership structure have relevant expertise in the management of commercial real estate or in the commercial real estate market in general. Additionally, crowd funding investor groups are required to comply with various securities regulations. We cannot assure you that any enforcement action or legal proceeding regarding failure to comply with such securities regulations would not delay realization upon the related underlying mortgage loan or otherwise impair a borrower's ability to operate a mortgaged real property. Furthermore, we cannot assure you that a bankruptcy proceeding by a crowd funding investor group or other diversified ownership structure will not delay enforcement of an underlying mortgage loan. We cannot assure you that the foregoing circumstances will not adversely impact operations at or the value of such mortgaged real properties.

Tenants-in-Common. With respect to the underlying mortgage loans in the Fixed Loan Group secured by the mortgaged real properties identified on Exhibit A-1 as "Coventry At Cityview Supplemental" and "Independence Plaza Apartments," collectively representing 1.8% of the initial Fixed Loan Group balance, the related borrowers own such mortgaged real property as tenants-in-common.

Generally, in tenant-in-common ownership structures, each tenant-in-common owns an undivided share in the subject real property. If a tenant-in-common desires to sell its interest in the subject real property and is unable to find a buyer or otherwise desires to force a partition, the tenant-in-common has the ability to request that a court order a sale of the subject real property and distribute the proceeds to each tenant-in-common owner proportionally. To reduce the likelihood of a partition action, each tenant-in-common borrower under the underlying mortgage loan referred to above has waived its partition right. However, we cannot assure you that, if challenged, this waiver would be enforceable or that it would be enforced in a bankruptcy proceeding.

The enforcement of remedies against tenant-in-common borrowers may be prolonged because each time a tenant-in-common borrower files for bankruptcy, the bankruptcy court stay is reinstated. While a lender may seek to mitigate this risk after the commencement of the first bankruptcy of a tenant-in-common by commencing an involuntary proceeding against the other tenant-in-common borrowers and moving to consolidate all those cases, we cannot assure you that a bankruptcy court would consolidate those separate cases.

The bankruptcy, dissolution or action for partition by one or more of the tenants-in-common could result in an early repayment of the related underlying mortgage loan, a significant delay in recovery against the tenant-in-common borrowers, a material impairment in property management and a substantial decrease in the amount recoverable on the underlying mortgage loan.

Some of the Underlying Mortgage Loans Are Seasoned Loans. Some of the underlying mortgage loans are not newly-originated. In the Floating Loan Group, 1 underlying mortgage loan, representing 11.6% of the initial Floating Loan Group balance, was originated in 2016 and 2 of the underlying mortgage loans, collectively representing 73.2% of the initial Floating Loan Group balance, were originated in 2017. In the Fixed Loan Group, 1 underlying mortgage loan, representing 2.1% of the initial Fixed Loan Group balance, was originated in 2015, 6 of the underlying mortgage loans, collectively representing 8.0% of the initial Fixed Loan Group balance, were originated in 2016 and 44 of the underlying mortgage loans, collectively representing 47.9% of the initial Fixed Loan Group balance, were originated in 2017.

Environmental assessments and property condition assessments with respect to each underlying mortgage loan were generally performed in connection with the origination of the related first-lien Senior Loan, but neither we nor the mortgage loan seller obtained updated environmental assessments in connection with the origination of the underlying mortgage loans or this securitization. Appraisals and property condition assessments were generally obtained in connection with the origination of the underlying mortgage loans, but were generally not updated in connection with this securitization.

For example, with respect to 2 of the underlying mortgage loans in the Floating Loan Group, collectively representing 73.2% of the initial Floating Loan Group balance, a property condition assessment was conducted at each related mortgaged real property prior to the last 12 months preceding the Closing Date. In addition, with respect to 53 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 60.4% of the initial Fixed Loan Group balance, a property condition assessment was conducted at each related mortgaged real property prior to the last 12 months preceding the Closing Date.

We cannot assure you that the information in such environmental assessments obtained in connection with the origination of the first-lien Senior Loan or the appraisals and property condition assessments obtained in connection with the origination of the underlying mortgage loans reflects the current condition of, or a reliable estimate of the current condition of, the mortgaged real properties.

Certain of the Underlying Mortgage Loans Lack Customary Provisions. A number of the underlying mortgage loans lack one or more features that are customary in mortgage loans intended for securitization. Among other things, the borrowers with respect to those underlying mortgage loans may not be required to have an independent director or to make payments to lockboxes or to maintain reserves for certain expenses, such as taxes, insurance premiums, capital expenditures, tenant improvements and leasing commissions or the requirements to make such payments may be suspended if the related borrower complies with the terms of the related loan documents, or the lenders under such underlying mortgage loans may not have the right to terminate the related property manager upon the occurrence of certain events or require lender approval of a replacement property manager. In addition, although mortgage loans intended to be securitized often have a guarantor with respect to certain bad acts such as fraud, guarantors may not be required with respect to certain of the underlying mortgage loans.

Some Remedies May Not Be Available Following a Mortgage Loan Default. The underlying mortgage loans contain, subject to certain exceptions, “due-on-sale” and “due-on-encumbrance” clauses. These clauses permit the holder of an underlying mortgage loan to accelerate the maturity of the underlying mortgage loan if the related borrower sells or otherwise transfers or encumbers the related mortgaged real property or its interest in the mortgaged real property in violation of the terms of the mortgage. All of the underlying mortgage loans also include a debt-acceleration clause that permits the related lender to accelerate the debt upon specified monetary or non-monetary defaults of the borrower.

The courts of all states will enforce clauses providing for acceleration in the event of a material payment default. The equity courts of a state, however, may refuse the foreclosure or other sale of a mortgaged real property or refuse to permit the acceleration of the indebtedness as a result of a default deemed to be immaterial or if the exercise of these remedies would be inequitable or unjust. See “Description of the Underlying Mortgage Loans—Certain Legal Aspects of the Underlying Mortgage Loans” in this information circular for a discussion of certain legal aspects related to states in which mortgaged real properties that secure underlying mortgage loans collectively representing 10.0% or more of the related initial Loan Group balance are located.

The related borrower generally may collect rents for so long as there is no default. As a result, the issuing entity’s rights to these rents will be limited because:

- the issuing entity may not have a perfected security interest in the rent payments until the master servicer, special servicer or sub-servicer collects them;
- the master servicer, special servicer or sub-servicer may not be entitled to collect the rent payments without court action; and
- the bankruptcy of the related borrower could limit the ability of the master servicer, special servicer or sub-servicer to collect the rents.

Additionally, under the intercreditor agreements, the consent of the holder of the related Senior Loan must be obtained prior to commencing any enforcement action against the borrowers or mortgaged real properties, including any foreclosure, acceleration or other exercise of remedies.

Sponsor Defaults on Other Mortgage Loans May Adversely Impact and Impair Recovery on an Underlying Mortgage Loan. Principals of the related borrowers under certain of the underlying mortgage loans and/or their affiliates may be subject to defaults with respect to unrelated mortgage loans, including Senior Loans or Junior Loans that are not assets of the issuing entity, or, in some cases, with respect to prior mortgage loans that had been secured by real properties currently securing underlying mortgage loans that are assets of the issuing entity. With respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as “Halstead Danvers,” “Residences At Arlington Heights (Third Lien)” and “The Oaks Of Woodland Park,” collectively representing 9.0% of the initial Fixed Loan Group balance, the sponsor of the related borrower reported at least one prior discounted payoff, default, bankruptcy, foreclosure or deed-in-lieu of foreclosure with respect to the other properties of such sponsor. We cannot assure you that these circumstances will not have an adverse effect on the liquidity of the sponsors or the borrowers or that such circumstances will not adversely affect the sponsors’ or the borrowers’ ability to maintain each related mortgaged real property, to pay amounts owed on each related underlying mortgage loan or to refinance each related underlying mortgage loan. See “—Borrower Bankruptcy Proceedings Can Delay and Impair Recovery on an Underlying Mortgage Loan” above.

Lending on Income-Producing Real Properties Entails Environmental Risks. Under various federal and state laws, a current or previous owner or operator of real property may be liable for the costs of cleanup of environmental contamination on, under, at or emanating from, the property. These laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of the contamination. The costs of any required cleanup and the owner’s liability for these costs are generally not limited under these laws and could exceed the value of the property and/or the total assets of the owner. Contamination of a property may give rise to a lien on the property to assure the costs of cleanup. An environmental lien may have priority over the lien of an existing mortgage. In addition, the presence of hazardous or toxic substances, or the failure to properly clean up contamination on the property, may adversely affect the owner’s or operator’s future ability to refinance the property.

Certain environmental laws impose liability for releases of asbestos into the air, and govern the responsibility for the removal, encapsulation or disturbance of asbestos-containing materials when the asbestos-containing materials are in poor condition or when a property with asbestos-containing materials undergoes renovation or demolition. Certain laws impose liability for lead-based paint, lead in drinking water, elevated radon gas inside buildings and releases of polychlorinated biphenyl compounds. Third parties may also seek recovery from owners or operators of real property for personal injury or property damage associated with exposure to asbestos, lead, radon, polychlorinated biphenyl compounds and any other contaminants.

Pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (“CERCLA”) as well as some other federal and state laws, a secured lender, such as the issuing entity, may be liable as an “owner” or “operator” of the real property, regardless of whether the borrower or a previous owner caused the environmental damage, if—

- prior to foreclosure, agents or employees of the lender participate in the management or operational affairs of the borrower; or
- after foreclosure, the lender fails to seek to divest itself of the facility at the earliest practicable commercially reasonable time on commercially reasonable terms, taking into account market conditions and legal and regulatory requirements.

Although the Asset Conservation, Lender Liability, and Deposit Insurance Protection Act of 1996 attempted to clarify the activities in which a lender may engage without becoming subject to liability under CERCLA or under the underground storage tank provisions of the federal Resource Conservation and Recovery Act, that legislation itself has not been clarified by the courts and has no applicability to other federal laws or to state environmental laws except as may be expressly incorporated. Moreover, future laws, ordinances or regulations could impose material environmental liability.

Federal law requires owners of residential housing constructed prior to 1978 to disclose to potential residents or purchasers—

- any condition on the property that causes exposure to lead-based paint; and
- the potential hazards to pregnant women and young children, including that the ingestion of lead-based paint chips and/or the inhalation of dust particles from lead-based paint by children can cause permanent injury, even at low levels of exposure.

Property owners may be liable for injuries to their tenants resulting from exposure under various laws that impose affirmative obligations on property owners of residential housing containing lead-based paint.

See “Description of the Underlying Mortgage Loans—Underwriting Matters—Environmental Assessments and Physical Risk Reports” in this information circular for information relating to environmental site assessments (each, an “ESA”) and physical risk reports prepared in connection with the origination of the underlying mortgage loans.

Furthermore, any particular environmental testing may not have covered all potential adverse conditions. For example, testing for lead-based paint, asbestos-containing materials, lead in water and radon was done only if the use, age, location and condition of the subject property warranted that testing. In general, testing was done for lead based paint only in the case of a multifamily property built prior to 1978, for asbestos containing materials only in the case of a property built prior to 1981 and for radon gas only in the case of a multifamily property located in an area determined by the Environmental Protection Agency to have a high concentration of radon gas or within a state or local jurisdiction requiring radon gas testing.

We cannot assure you that—

- the environmental testing or assessments referred to above identified all material adverse environmental conditions and circumstances at the subject properties;
- the recommendation of the environmental consultant was, in the case of all identified problems, the appropriate action to take; or
- any of the environmental escrows established or letters of credit obtained with respect to any of the underlying mortgage loans or related Senior Loans will be sufficient to cover the recommended remediation or other action.

Risks Related to Floating Rate Mortgage Loans. Each of the underlying mortgage loans in the Floating Loan Group bears interest at a floating rate based on LIBOR. Accordingly, debt service for each such underlying mortgage loan will generally increase as interest rates rise. In contrast, rental income and other income from the related mortgaged real properties is not expected to rise as significantly as interest rates rise. Accordingly, the debt service coverage ratio of the underlying mortgage loans in the Floating Loan Group will generally be adversely affected by rising interest rates, and the borrower’s ability to make all payments due on the underlying mortgage loans in the Floating Loan Group may be adversely affected. Information regarding the Underwritten Debt Service Coverage Ratios of the underlying mortgage loans in the Floating Loan Group is included in the definitions in the Glossary to this information circular. We cannot assure you that borrowers will be able to make all payments due on the underlying mortgage loans in the Floating Loan Group if the mortgage interest rates rise or remain at increased levels for an extended period of time.

All of the underlying mortgage loans in the Floating Loan Group have the benefit of Interest Rate Cap Agreements that are currently in place. The absence of an Interest Rate Cap Agreement during periods of higher levels of LIBOR could result in the inability of a borrower to pay its required debt service on an underlying mortgage loan. Interest rate cap agreements obligate a third-party to pay the applicable borrower an amount equal to the amount by which LIBOR exceeds a specified cap strike rate multiplied by a notional amount at least equal to the principal balance of the related underlying mortgage loan. Interest rate cap agreements are intended to provide borrowers with some of the income needed to pay a portion of the interest due on the related underlying mortgage loan. We cannot assure you that the interest rate cap provider for any Interest Rate Cap Agreement will have sufficient assets or otherwise be able to fulfill its obligations under the related Interest Rate Cap Agreement. The failure of an interest rate cap provider to fulfill its obligations under an Interest Rate Cap Agreement during periods of higher levels of LIBOR could result in the inability of a borrower to pay its required debt service on an

underlying mortgage loan. See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Mortgage Interest Rates; Calculations of Interest” in this information circular.

We cannot assure you that the related borrowers will be able to obtain new interest rate cap agreements when they are obligated to do so, nor can we assure you that the terms of such new interest rate cap agreements will be similar to the terms of the existing Interest Rate Cap Agreements. The inability of a borrower to obtain a new interest rate cap agreement on similar terms may result in the inability of a borrower to pay its required debt service on an underlying mortgage loan in the Floating Loan Group.

Changes to, or Elimination of, LIBOR Could Adversely Affect Your Investment in the Offered Floating Loan Group Certificates. Regulators and law-enforcement agencies from a number of governments, including entities in the United States, Japan, Canada and the United Kingdom, have been conducting civil and criminal investigations into whether the banks that contributed to the British Bankers’ Association (the “BBA”) in connection with the calculation of daily LIBOR may have underreported or otherwise manipulated or attempted to manipulate LIBOR.

Based on a review conducted by the Financial Conduct Authority of the United Kingdom (the “FCA”) and a consultation conducted by the European Commission, proposals have been made for governance and institutional reform, regulation, technical changes and contingency planning. In particular: (a) new legislation has been enacted in the United Kingdom pursuant to which LIBOR submissions and administration are now “regulated activities” and manipulation of LIBOR has been brought within the scope of the market abuse regime; (b) legislation has been proposed which if implemented would, among other things, alter the manner in which LIBOR is determined, compel more banks to provide LIBOR submissions, and require these submissions to be based on actual transaction data; and (c) LIBOR rates for certain currencies and maturities are no longer published daily. In addition, pursuant to authorization from the FCA, the ICE Benchmark Administration Limited (the “IBA”) took over the administration of LIBOR from the BBA on February 1, 2014.

In a speech on July 27, 2017, Andrew Bailey, the Chief Executive of the FCA, announced the FCA’s intention to cease sustaining LIBOR after 2021. The FCA has statutory powers to require panel banks to contribute to LIBOR where necessary. The FCA has decided not to ask, or to require, that panel banks continue to submit contributions to LIBOR beyond the end of 2021. The FCA has indicated that it expects that the current panel banks will voluntarily sustain LIBOR until the end of 2021. The FCA’s intention is that after 2021, it will no longer be necessary for the FCA to ask, or to require, banks to submit contributions to LIBOR. The FCA does not intend to sustain LIBOR through using its influence or legal powers beyond that date. It is possible that the IBA and the panel banks could continue to produce LIBOR on the current basis after 2021, if they are willing and able to do so, but we cannot assure you that LIBOR will survive in its current form, or at all.

For the underlying mortgage loans in the Floating Loan Group and the certificates in the related Certificate Group, LIBOR will be the IBA’s one-month London interbank offered rate for United States Dollar deposits, as displayed on the LIBOR Index Page. In the event the IBA ceases to set or publish a rate for LIBOR, the Calculation Agent will be required to use the industry-designated alternative index, as confirmed by the Guarantor. If no alternative index is designated, the Calculation Agent will use the alternative index set out in the Guide or in any communications made available in writing by Freddie Mac relating to the index being used at such time by Freddie Mac for its multifamily mortgage loans, or, if no such other alternative index is set out in the Guide or any such communications from Freddie Mac, such other alternative index designated by the Guarantor.

In the event LIBOR is no longer available, a borrower may not be able to extend or replace the interest rate cap agreement it may be required to maintain under the related loan documents with an interest rate cap agreement based upon the alternative index. As a result, the borrower would be in default under the related loan documents.

We cannot predict the effect of the FCA’s decision not to sustain LIBOR, or, if changes are ultimately made to LIBOR, the effect of those changes. In addition, we cannot predict what alternative index would be chosen, should this occur. If LIBOR in its current form does not survive or if an alternative index is chosen, the market value and/or liquidity of the Floating Loan Group Certificates could be adversely affected.

Appraisals and Market Studies May Inaccurately Reflect the Current or Prospective Value of the Mortgaged Real Properties. In connection with the origination of each of the underlying mortgage loans, the related mortgaged real property was appraised by an independent appraiser. The appraisal valuations provide “as-is” values as of the

dates set forth on Exhibit A-1. The appraisals reflect market conditions as of the date of the appraisal valuations and may not reflect current or prospective values of the related mortgaged real properties. Additionally, with respect to any appraisals setting forth stabilization assumptions as to prospective values, we cannot assure you that such assumptions are or will be accurate or that the prospective values upon stabilization will be attained. We have not confirmed the values of the respective mortgaged real properties in the appraisals.

Appraisals are not guarantees, and may not be fully indicative of present or future value because—

- they represent the analysis and opinion of the appraiser at the time the appraisal is conducted and the value of the mortgaged real property may have fluctuated since the appraisal was performed;
- we cannot assure you that another appraiser would not have arrived at a different valuation, even if the appraiser used the same general approach to, and the same method of, appraising the mortgaged real property;
- appraisals seek to establish the amount a typically motivated buyer would pay a typically motivated seller and therefore, could be significantly higher than the amount obtained from the sale of a mortgaged real property under a distress or liquidation sale; and
- appraisal valuations may be based on certain adjustments, assumptions and/or estimates, as further described under “Description of the Underlying Mortgage Loans—Underwriting Matters—Appraisals and Market Studies” in this information circular.

Property Managers and Borrowers May Each Experience Conflicts of Interest in Managing Multiple Properties. In the case of many of the underlying mortgage loans, the related property managers and borrowers may experience conflicts of interest in the management and/or ownership of the related mortgaged real properties because—

- a number of those mortgaged real properties are managed by property managers affiliated with the respective borrowers;
- the property managers also may manage additional properties, including properties that may compete with those mortgaged real properties; and
- affiliates of the property managers and/or the borrowers, or the property managers and/or the borrowers themselves, also may own other properties, including properties that may compete with those mortgaged real properties.

The Master Servicer, the Primary Special Servicer, the Backup Special Servicer and any Sub-Servicer May Experience Conflicts of Interest. In the ordinary course of their businesses the master servicer, the Primary Special Servicer, the Backup Special Servicer and any sub-servicer will service loans other than those included in the issuing entity. In addition, they may own other mortgage loans. These other loans may be secured by the same mortgaged real property or may otherwise be similar to the underlying mortgage loans. The mortgaged real properties securing these other loans may—

- be in the same markets as mortgaged real properties securing the underlying mortgage loans;
- have owners and/or property managers in common with mortgaged real properties securing the underlying mortgage loans; and/or
- be sponsored by parties that also sponsor mortgaged real properties securing the underlying mortgage loans.

In these cases, the interests of the master servicer, the Primary Special Servicer, the Backup Special Servicer or a sub-servicer, as applicable, and its other clients may differ from and compete with the interests of the issuing entity and these activities may adversely affect the amount and timing of collections on the underlying mortgage loans. Under the Pooling and Servicing Agreement, the master servicer, the Primary Special Servicer, the Backup Special Servicer and any sub-servicer are each required to service the underlying mortgage loans for which it is responsible in accordance with the Servicing Standard.

The Pooling and Servicing Agreement provides that in certain circumstances the applicable Approved Directing Certificateholder (if any) may, at its own expense, request that the Directing Certificateholder Servicing Consultant (which may be the special servicer) prepare and deliver a recommendation relating to a waiver of any “due-on-sale” or “due-on-encumbrance” clause for Specially Serviced Mortgage Loans or a requested consent to certain modifications, waivers or amendments for certain non-Specially Serviced Mortgage Loans in the related Loan Group. In making a recommendation in response to such a request, the Directing Certificateholder Servicing Consultant will not be subject to the Servicing Standard and will have no duty or liability to any certificateholder other than the applicable Approved Directing Certificateholder. In addition, because the Directing Certificateholder Servicing Consultant may have arranged to be compensated by the applicable Approved Directing Certificateholder in connection with such matters as to which it is making a recommendation, its interests may conflict with the interests of other certificateholders.

In addition, the master servicer, the Primary Special Servicer, the Backup Special Servicer and any sub-servicer, or one or more of their respective affiliates, may have originated or previously owned some of the underlying mortgage loans or related Senior Loan or Junior Loans secured by the same mortgaged real property. As a result, the master servicer, the Primary Special Servicer, the Backup Special Servicer or any sub-servicer may have interests with respect to such underlying mortgage loans, such as relationships with the borrowers or the sponsors of the borrowers, that differ from, and may conflict with, your interests.

Further, the Pooling and Servicing Agreement provides that any Third Party Master Servicer, the Directing Certificateholder Servicing Consultant and any sub-servicer may consult with Freddie Mac (in its capacity as servicing consultant) with respect to the application of Freddie Mac Servicing Practices to any matters related to non-Specially Serviced Mortgage Loans, but the Directing Certificateholder Servicing Consultant will not be bound by any such consultation. See “The Pooling and Servicing Agreement—Servicing Under the Pooling and Servicing Agreement” in this information circular. Any advice provided by Freddie Mac (in its capacity as servicing consultant) in connection with any such consultation may conflict with the interests of one or more classes of certificateholders.

Under certain circumstances, the Pooling and Servicing Agreement will require that the Primary Special Servicer or the Backup Special Servicer, as applicable, promptly resign as the Primary Special Servicer or the Backup Special Servicer, as applicable, of any related Affiliated Borrower Special Servicer Loan and provides for the appointment of a successor Affiliated Borrower Special Servicer to act as the Primary Special Servicer or the Backup Special Servicer, as applicable, with respect to any such Affiliated Borrower Special Servicer Loan. See “The Pooling and Servicing Agreement—Removal of the Master Servicer, the Primary Special Servicer, the Backup Special Servicer and any Sub-Servicer” in this information circular.

Furthermore, as of the Cut-off Date, with respect to 9 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 12.5% of the initial Fixed Loan Group balance, and with respect to 1 underlying mortgage loan in the Floating Loan Group, representing 27.9% of the initial Floating Loan Group balance, the Primary Special Servicer is also the Senior Loan Special Servicer of a related Senior Loan pursuant to a Senior Loan Pooling and Servicing Agreement related to a prior Freddie Mac-sponsored securitization. To the extent the Primary Special Servicer is also the Senior Loan Special Servicer of a Senior Loan, under the terms of the Pooling and Servicing Agreement, the Primary Special Servicer has the option to request that the Backup Special Servicer act as special servicer for the related underlying mortgage loan, but is not required to do so. To the extent that the Primary Special Servicer does not notify the Backup Special Servicer that the Backup Special Servicer is to act as the special servicer, the Primary Special Servicer may experience a conflict of interest between its duties under the Pooling and Servicing Agreement to specially service the underlying mortgage loans in the best interests of the certificateholders, and its obligations under a Senior Loan Pooling and Servicing Agreement to specially service the related Senior Loan for the benefit of certificateholders of the certificates issued under such Senior Loan Pooling and Servicing Agreement.

If the Master Servicer, any Sub-Servicer, the Primary Special Servicer or the Backup Special Servicer Purchases Certificates or SPCs, a Conflict of Interest Could Arise Between Their Duties and Their Interests in the Certificates or SPCs. Freddie Mac, which is the initial master servicer, is expected to purchase the offered certificates and include the offered certificates in pass-through pools that it will form in connection with the issuance of the SPCs. Any sub-servicer, Third Party Master Servicer, the Primary Special Servicer and/or the Backup Special

Servicer or an affiliate of any of them may purchase or retain the class B-FX or B-FL certificates or any class of the SPCs, and Freddie Mac, which will be the initial master servicer, may purchase SPCs or class B-FX or B-FL certificates for its own account. It is expected that Freddie Mac will purchase a portion of the class A-FL SPCs and all or a portion of the class X, XI and XP SPCs. The ownership of any certificates or SPCs by the master servicer, any sub-servicer, the Primary Special Servicer and/or the Backup Special Servicer could cause a conflict between its duties under the Pooling and Servicing Agreement or the applicable Sub-Servicing Agreement and its interest as a holder of a certificate or an SPC, especially to the extent that certain actions or events have a disproportionate effect on one or more classes of certificates. However, under the Pooling and Servicing Agreement and any applicable Sub-Servicing Agreement, the master servicer, any sub-servicer and the special servicer are each required to service the underlying mortgage loans in accordance with the Servicing Standard.

Potential Conflicts of Interest in the Selection and Servicing of the Underlying Mortgage Loans. The anticipated initial investor in the class B-FX or B-FL certificates (collectively, the “B-Piece Buyer”) was given the opportunity by the mortgage loan seller and the depositor to perform due diligence on the mortgage loans originally identified by the mortgage loan seller for inclusion in each Loan Group, and to request the removal, re-sizing or change other features of some or all of the underlying mortgage loans, or request the addition of other loans for inclusion in the related Loan Group. The Fixed Loan Group as originally proposed by the mortgage loan seller was adjusted based on some of these requests. The related B-Piece Buyer was and is acting solely for its own benefit with regard to its due diligence and any adjustment of the underlying mortgage loans included in each Loan Group and has no obligation or liability to any other party. You are not entitled to, and should not, rely in any way on the related B-Piece Buyer’s acceptance of any underlying mortgage loans. The inclusion of any underlying mortgage loan in any Loan Group is not an indication of the related B-Piece Buyer’s analysis of that underlying mortgage loan nor can it be taken as any endorsement of the underlying mortgage loan by such B-Piece Buyer. In addition, a special servicer (whether the initial or a successor Primary Special Servicer or Backup Special Servicer) may enter into one or more arrangements with either B-Piece Buyer, any directing certificateholder or any other person (or any affiliate or a third-party representative of any of them) to provide for a discount and/or revenue sharing with respect to certain of the special servicer compensation (other than the special servicing fee and special servicer surveillance fee) in consideration of, among other things, the appointment or continued service of the Primary Special Servicer and/or the Backup Special Servicer under the Pooling and Servicing Agreement and the establishment of limitations on the right of such person to replace such Primary Special Servicer and/or Backup Special Servicer. Each of these relationships should be considered carefully by you before you invest in any certificates.

We cannot assure you that you or another investor would have made the same requests to modify the composition of the related Loan Group as the related B-Piece Buyer or that the final composition of the related Loan Group as influenced by such B-Piece Buyer’s feedback will not adversely affect the performance of the certificates in the related Certificate Group generally or benefit the performance of the related B-Piece Buyer’s certificates. Because of the differing subordination levels and pass-through rates, and because only the offered certificates are guaranteed by Freddie Mac, the related B-Piece Buyer’s interests may, in some circumstances, differ from those of purchasers of other classes of certificates, including the offered certificates, and the related B-Piece Buyer may desire a portfolio composition that benefits such B-Piece Buyer but that does not benefit other investors. In addition, the related B-Piece Buyer may enter into hedging or other transactions or otherwise have business objectives that could cause its interests with respect to the related Loan Group to diverge from those of other purchasers of the related certificates.

Upon the occurrence and during the continuance of any Affiliated Borrower Loan Event with respect to the related B-Piece Buyer (if such B-Piece Buyer is the directing certificateholder for the related Certificate Group) and any underlying mortgage loan in the related Loan Group, any right of either B-Piece Buyer to (i) approve and consent to certain actions with respect to such underlying mortgage loan, (ii) exercise an option to purchase such underlying mortgage loan from the issuing entity at a specified price and (iii) access certain information and reports regarding such underlying mortgage loan will be restricted as described in “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholders” and “—Asset Status Report” in this information circular.

Because the incentives and actions of each B-Piece Buyer may, in some circumstances, differ from or be adverse to those of purchasers of other related classes of certificates, you are strongly encouraged to make your own

investment decision based on a careful review of the information set forth in this information circular and your own view of the underlying mortgage loans.

A Conflict of Interest Could Arise Between Freddie Mac's Duties as Master Servicer and its Obligations as Guarantor. Freddie Mac, which will be the initial master servicer, is expected to purchase the offered certificates and include them in pass-through pools that it will form in connection with its issuance of the SPCs, and to act as Guarantor for certain payments on the offered certificates. Freddie Mac's interests in its capacity as Guarantor of the offered certificates could conflict with its duties in its capacity as master servicer under the Pooling and Servicing Agreement or the applicable Sub-Servicing Agreements, especially to the extent that certain actions or events have a disproportionate effect on one or more classes of certificates. Although the master servicer is required to service the underlying mortgage loans in accordance with the Servicing Standard pursuant to the terms of the Pooling and Servicing Agreement and the applicable Sub-Servicing Agreements, Freddie Mac in its capacity as Guarantor is not subject to the Servicing Standard in granting its consent to certain matters pursuant to the terms of the Pooling and Servicing Agreement.

The Master Servicer and the Special Servicer Will Be Required to Service Certain Underlying Mortgage Loans in Accordance with Freddie Mac Servicing Practices, Which May Limit the Ability of the Master Servicer and the Special Servicer to Make Certain Servicing Decisions. The master servicer and the special servicer will be required to service the underlying mortgage loans in accordance with (i) any and all applicable laws, (ii) the express terms of the Pooling and Servicing Agreement, (iii) the express terms of the respective underlying mortgage loans and any applicable intercreditor, co-lender or similar agreements and (iv) to the extent consistent with clauses (i), (ii) and (iii), the Servicing Standard, as further described in "The Pooling and Servicing Agreement—Servicing Under the Pooling and Servicing Agreement." In the case of underlying mortgage loans other than REO Loans, REO Properties and Specially Serviced Mortgage Loans, the Servicing Standard requires the master servicer to follow Freddie Mac Servicing Practices. Freddie Mac Servicing Practices require servicing and administering the underlying mortgage loans and/or REO Properties in the same manner in which, and with the same care, skill, prudence and diligence with which, Freddie Mac services and administers multifamily junior lien mortgage loans owned by Freddie Mac. This includes servicing and administering in accordance with the Freddie Mac Multifamily Seller/Servicer Guide (or any successor to the Guide). The Guide comprises Freddie Mac's servicing guidelines for its multifamily commercial mortgage loans and Freddie Mac may modify the Guide and any policies or procedures at any time. Freddie Mac Servicing Practices also includes servicing and administering in accordance with any written Freddie Mac policies, procedures or other written communications made available in writing by Freddie Mac to the Third Party Master Servicer, any sub-servicer or the Directing Certificateholder Servicing Consultant, as applicable, including written communications from Freddie Mac as servicing consultant pursuant to the Pooling and Servicing Agreement. Any Third Party Master Servicer, the Directing Certificateholder Servicing Consultant and any sub-servicer are permitted to consult with Freddie Mac regarding the application of Freddie Mac Servicing Practices to any matters related to non-Specially Serviced Mortgage Loans. The servicing consultant may contact the related borrower to request any necessary documentation from such borrower in order to provide consultation to the Third Party Master Servicer, the Directing Certificateholder Servicing Consultant or any sub-servicer with respect to the proper application of Freddie Mac Servicing Practices. We cannot assure you that the requirement to follow Freddie Mac Servicing Practices in certain circumstances, or consultations between any Third Party Master Servicer, the Directing Certificateholder Servicing Consultant or any sub-servicer and Freddie Mac regarding the application of Freddie Mac Servicing Practices will not limit any Third Party Master Servicer's or any sub-servicer's ability to make certain servicing decisions.

Some of the Mortgaged Real Properties Are Legal Nonconforming Uses or Legal Nonconforming Structures. Some of the underlying mortgage loans may be secured by a mortgaged real property that is a legal nonconforming use or a legal nonconforming structure. This may impair the ability of the related borrower to restore the improvements on a mortgaged real property to its current form or use following a major casualty. See "Description of the Underlying Mortgage Loans—Underwriting Matters—Zoning and Building Code Compliance" in this information circular.

Changes in Zoning Laws May Affect Ability to Repair or Restore a Mortgaged Real Property. Due to changes in applicable building and zoning ordinances and codes that may affect some of the mortgaged real properties that secure the underlying mortgage loans, which changes may have occurred after the construction of the improvements on these properties, the mortgaged real properties may not comply fully with current zoning laws because of:

- density;
- use;
- parking;
- set-back requirements; or
- other building related conditions.

These ordinance and/or code changes are not expected to materially interfere with the current use of the mortgaged real properties, and the mortgage loan seller will represent that any instances of non-compliance will not materially and adversely affect the value of the related mortgaged real property. However, these changes may limit the ability of the related borrower to rebuild the premises “as is” in the event of a substantial casualty loss, which in turn may adversely affect the ability of the borrower to meet its mortgage loan obligations from cash flow. With some exceptions, the underlying mortgage loans secured by mortgaged real properties which no longer conform to current zoning ordinances and codes will require, or contain provisions under which the lender in its reasonable discretion may require, the borrower to maintain “ordinance and law” coverage which, subject to the terms and conditions of such coverage, will insure the increased cost of construction to comply with current zoning ordinances and codes. Insurance proceeds may not be sufficient to pay off the related underlying mortgage loan in full. In addition, if the mortgaged real property were to be repaired or restored in conformity with then current law, its value could be less than the remaining balance on the underlying mortgage loan and it may produce less revenue than before repair or restoration.

In addition, except as may be identified on Exhibit C-2, the improvements located on or forming part of the mortgaged real properties either (i) materially comply with applicable zoning laws and ordinances, or (ii) are legal non-conforming uses or structures (a) that do not materially and adversely affect the values of such mortgaged real properties or (b) for which ordinance and law coverage was provided in amounts customarily required by prudent multifamily mortgage lenders for similar properties. See “Description of the Underlying Mortgage Loans—Underwriting Matters—Zoning and Building Code Compliance” in this information circular.

Lending on Income-Producing Properties Entails Risks Related to Property Condition. With respect to all of the mortgaged real properties securing the underlying mortgage loans, a third-party engineering firm inspected the property to assess exterior walls, roofing, interior construction, mechanical and electrical systems and general condition of the site, and buildings and other improvements located at each of the mortgaged real properties in connection with the origination of the related underlying mortgage loans.

We cannot assure you that all conditions at the mortgaged real properties requiring repair or replacement have been identified in these inspections or otherwise, or that all building code and other legal compliance issues have been identified through inspection or otherwise, or, if identified, have been adequately addressed by escrows or otherwise. Furthermore, the condition of the mortgaged real properties may have changed since the origination of the related underlying mortgage loans. Finally, with respect to certain mortgaged real properties, the loan documents may require the related borrower to make certain repairs or replacements on the improvements on the mortgaged real property within certain time periods. Some of these required repairs or replacements may be in progress as of the date of this information circular, and we cannot assure you that the related borrowers will complete any such required repairs or replacements in a timely manner or in accordance with the requirements set forth in the loan documents. We cannot assure you that these circumstances will not adversely impact operations at or the value of the related mortgaged real properties. See “Description of the Underlying Mortgage Loans—Underwriting Matters—Property Condition Assessments” in this information circular.

World Events and Natural Disasters Could Have an Adverse Impact on the Mortgaged Real Properties Securing the Underlying Mortgage Loans and Consequently Could Reduce the Cash Flow Available to Make Payments on the Offered Certificates. The economic impact of the United States’ military operations in various parts of the world, as well as the possibility of any terrorist attacks domestically or abroad, is uncertain, but could

have a material adverse effect on general economic conditions, consumer confidence, and market liquidity. We cannot assure you as to the effect of these events or other world events on consumer confidence and the performance of the underlying mortgage loans. Any adverse impact resulting from these events could ultimately be borne by the holders of one or more classes of certificates.

In addition, natural disasters, including earthquakes, floods and hurricanes, also may adversely affect the mortgaged real properties securing the underlying mortgage loans that back the offered certificates. For example, real properties located in California may be more susceptible to certain hazards (such as earthquakes or widespread fires) than properties in other parts of the country and mortgaged real properties located in coastal states generally may be more susceptible to hurricanes than properties in other parts of the country. Hurricanes and related windstorms, floods, tornadoes and oil spills have caused extensive and catastrophic physical damage in and to coastal and inland areas located in the eastern, mid-Atlantic and Gulf Coast regions of the United States and certain other parts of the eastern and southeastern United States. The underlying mortgage loans do not all require the maintenance of flood insurance for the related mortgaged real properties. We cannot assure you that any damage caused by hurricanes, windstorms, floods, tornadoes or oil spills would be covered by insurance. In addition, the National Flood Insurance Program (“NFIP”) is scheduled to expire on November 30, 2018. We cannot assure you if or when NFIP will be reauthorized by Congress. If NFIP is not reauthorized, it could have an adverse effect on the value of properties in flood zones or the ability of the borrowers to repair or rebuild their properties after flood damage.

In connection with the occurrence of a natural disaster, Freddie Mac may from time to time issue guidance to the master servicer to provide temporary relief in the form of limited forbearance to borrowers whose mortgaged real properties are located in the geographical areas affected by the natural disaster. The terms of any such relief will be set forth in written announcements by Freddie Mac that are incorporated into the Freddie Mac Servicing Practices and will specify the relief applicable to such borrowers and the affected mortgaged real properties. The terms of such a limited forbearance program may be further delineated in disaster relief agreements between Freddie Mac and the related master servicers. If such a limited forbearance program is initiated by Freddie Mac, the related borrowers may be permitted to defer payments for a forbearance period of typically up to 3 months and will then be permitted to repay the total amount for which forbearance is given, without additional interest or prepayment premiums, over a period of time generally not in excess of 12 months following the end of the applicable forbearance period. Any P&I Advance or Servicing Advance made by the master servicer with respect to the affected mortgage loans during any forbearance period will not accrue interest under the Pooling and Servicing Agreement for such forbearance period and the related repayment period. However, such interest may be paid by Freddie Mac rather than the issuing entity, if the terms of the related limited forbearance program so provide. We cannot assure you that, following a grant of any such forbearance, the applicable borrowers will be able to resume the timely payment of the scheduled payments of principal and/or interest and other amounts due on their underlying mortgage loans. If a borrower is unable to resume timely payment, the losses on such underlying mortgage loan could ultimately be borne by the holders of one or more classes of certificates. See “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this information circular.

Special Hazard Losses May Cause You to Suffer Losses on the Offered Certificates. In general, the standard form of fire and extended coverage policy covers physical damage to or destruction of the improvements of a property by fire, lightning, explosion, smoke, windstorm and hail, and riot, strike and civil commotion, subject to the conditions and exclusions specified in the related policy. Most insurance policies typically do not cover any physical damage resulting from, among other things—

- war;
- nuclear, biological or chemical materials;
- revolution;
- governmental actions;
- floods and other water-related causes;
- earth movement, including earthquakes, landslides and mudflows;
- wet or dry rot;

- vermin; and
- domestic animals.

Unless the related loan documents specifically require (and such provisions were not waived) the borrower to insure against physical damage arising from these causes, then any losses resulting from these causes may be borne by you as a holder of offered certificates.

If the related loan documents do not expressly require a particular type of insurance but permit the mortgagee to require such other insurance as is reasonable, the related borrower may challenge whether maintaining that type of insurance is reasonable in light of all the circumstances, including the cost. The master servicer's efforts to require such insurance may be further impeded if the applicable Originator did not require the subject borrower to maintain such insurance, regardless of the terms of the related loan documents.

There is also a possibility of casualty losses on a mortgaged real property for which insurance proceeds, together with land value, may not be adequate to pay any related Senior Loan and the underlying mortgage loan in full or rebuild the improvements. Consequently, we cannot assure you that each casualty loss incurred with respect to a mortgaged real property securing one of the underlying mortgage loans will be fully covered by insurance or that the underlying mortgage loan will be fully repaid in the event of a casualty. Under the related intercreditor agreements, the holder of the related Senior Loan has the first right to any proceeds in connection with a condemnation.

Furthermore, various forms of insurance maintained with respect to any of the mortgaged real properties for the underlying mortgage loans, including casualty insurance, may be provided under a blanket insurance policy. That blanket insurance policy will also cover other real properties, some of which may not secure underlying mortgage loans. As a result of total limits under any of those blanket policies, losses at other properties covered by the blanket insurance policy may reduce the amount of insurance coverage with respect to a property securing one of the underlying mortgage loans.

We cannot assure you regarding the extent to which the mortgaged real properties securing the underlying mortgage loans will be insured against earthquake risks. See "Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Property Damage, Liability and Other Insurance" in this information circular for additional information relating to mortgaged real properties that are located in seismic zones 3 or 4 or a geographic location with a horizontal peak ground acceleration equal to or greater than 0.15g but for which earthquake insurance was not required.

The Absence or Inadequacy of Terrorism Insurance Coverage on the Mortgaged Real Properties May Adversely Affect Payments on the Certificates. Following the September 11, 2001 terrorist attacks in the New York City area and Washington, D.C. area, many insurance companies eliminated coverage for acts of terrorism from their policies. Without assurance that they could secure financial backup for this potentially uninsurable risk, availability in the insurance market for this type of coverage, especially in major metropolitan areas, became either unavailable, or was offered with very restrictive limits and terms, with prohibitive premiums being requested. In order to provide a market for such insurance, the Terrorism Risk Insurance Act of 2002 was enacted on November 26, 2002, establishing the "Terrorism Risk Insurance Program." The Terrorism Risk Insurance Program was extended through December 31, 2014 by the Terrorism Risk Insurance Program Reauthorization Act of 2007 and was subsequently reauthorized on January 12, 2015 for a period of six years through December 31, 2020 pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015.

Under the Terrorism Risk Insurance Program, the federal government shares in the risk of losses occurring within the United States resulting from acts committed in an effort to influence or coerce United States civilians or the United States government. The federal share of compensation for insured losses of an insurer will be equal to 82% in 2018 (subject to annual decreases of 1% thereafter until equal to 80%) of the portion of such insured losses that exceed a deductible equal to 20% of the value of the insurer's direct earned premiums over the calendar year immediately preceding that program year. Federal compensation in any program year is capped at \$100 billion (with insurers being liable for any amount that exceeds such cap), and no compensation is payable with respect to a terrorist act unless the aggregate industry losses relating to such act exceed \$160 million in 2018 (subject to annual increases of \$20 million thereafter until equal to \$200 million).

The Terrorism Risk Insurance Program does not cover nuclear, biological, chemical or radiological attacks. Unless borrowers obtain separate coverage for events that do not meet the thresholds or other requirements above, such events would not be covered.

If the Terrorism Risk Insurance Program is not reenacted after its expiration in 2020, premiums for terrorism insurance coverage will likely increase and the terms of such insurance policies may be materially amended to increase stated exclusions or to otherwise effectively decrease the scope of coverage available. We cannot assure you that the Terrorism Risk Insurance Program will create any long term changes in the availability and cost of insuring terrorism risks. In addition, we cannot assure you that terrorism insurance or the Terrorism Risk Insurance Program will be available or provide sufficient protection against risks of loss on the mortgaged real properties resulting from acts of terrorism.

The applicable Originator required the related borrower to obtain terrorism insurance with respect to each of the underlying mortgage loans, the cost of which, in some cases, may be subject to a maximum amount as set forth in the related loan documents. The master servicer will not be obligated to require any borrower to obtain or maintain terrorism insurance in excess of the amounts of coverage and deductibles required by the loan documents. The master servicer will not be required to declare a default under an underlying mortgage loan if the related borrower fails to maintain insurance with respect to acts of terrorism, and the master servicer need not maintain (or require the borrower to obtain) such insurance, if certain conditions are met, as described under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Property Damage, Liability and Other Insurance” in this information circular.

The loan documents may permit the lender to temporarily suspend, cap or otherwise limit the requirement that the borrower maintain insurance against acts of terrorism for a period not longer than one year, which suspension, waiver or cap may be renewed by the lender in one year increments, if insurance against acts of terrorism is not available at commercially reasonable rates and such hazards are not at the time commonly insured against for properties similar to the related mortgaged real property and located in and around the region where the mortgaged real property is located.

We cannot assure you regarding the extent to which the mortgaged real properties securing the underlying mortgage loans will be insured against acts of terrorism.

If any mortgaged real property securing an underlying mortgage loan sustains damage as a result of an uninsured terrorist or similar act, a default on such underlying mortgage loan may result, and such damaged mortgaged real property may not provide adequate collateral to satisfy all amounts owing under such underlying mortgage loan. This could result in losses on some classes of certificates, subject to the Freddie Mac Guarantee.

If a borrower is required, under the circumstances described above, to maintain insurance coverage with respect to terrorist or similar acts, the borrower may incur higher costs for insurance premiums in obtaining that coverage which would have an adverse effect on the net cash flow of the related mortgaged real property.

The Absence or Inadequacy of Earthquake, Flood and Other Insurance May Adversely Affect Payments on the Certificates. The mortgaged real properties may suffer casualty losses due to risks that are not covered by insurance or for which insurance coverage is inadequate. In addition, certain of the mortgaged real properties are located in regions that have historically been at greater risk regarding acts of nature (such as hurricanes, floods and earthquakes) than other regions, as applicable. There is no assurance that borrowers under the underlying mortgage loans will be able to maintain adequate insurance. Moreover, if reconstruction or any major repairs are required, changes in laws may materially affect the borrower’s ability to effect such reconstruction or major repairs or may materially increase the costs of reconstruction and repair. As a result of any of these factors, the amount available to make distributions on the offered certificates could be reduced.

Compliance with Americans with Disabilities Act May Result in Additional Costs to Borrowers. Under the Americans with Disabilities Act of 1990, as amended (the “ADA”), all existing facilities considered to be “public accommodations” are required to meet certain federal requirements related to access and use by disabled persons such that the related borrower is required to take steps to remove architectural and communication barriers that are deemed “readily achievable” under the ADA. Factors to be considered in determining whether or not an action is “readily achievable” include the nature and cost of the action, the number of persons employed at the related

mortgaged real property and the financial resources of the borrower. To the extent a mortgaged real property securing an underlying mortgage loan does not comply with the ADA, the borrower may be required to incur costs to comply with this law. We cannot assure you that the borrower will have the resources to comply with the requirements imposed by the ADA, which could result in the imposition of fines by the federal government or an award of damages to private litigants.

Limited Information Causes Uncertainty. Certain of the underlying mortgage loans are loans that were made to enable the related borrower to acquire the related mortgaged real property. Accordingly, for certain of these underlying mortgage loans limited or no historical operating information is available with respect to the related mortgaged real property. As a result, you may find it difficult to analyze the historical performance of those properties.

Litigation May Adversely Affect Property Performance. There may be pending or, from time to time, threatened legal proceedings against the borrowers under the underlying mortgage loans, the property managers of the related mortgaged real properties and their respective affiliates, arising out of the ordinary business of those borrowers, property managers and affiliates. We cannot assure you that litigation will not adversely impact operations at or the value of the applicable mortgaged real properties or will not have a material adverse effect on your investment. See “—Borrower Bankruptcy Proceedings Can Delay and Impair Recovery on an Underlying Mortgage Loan” and “—Sponsor Defaults on Other Mortgage Loans May Adversely Impact and Impair Recovery on an Underlying Mortgage Loan” above.

See “Description of the Underlying Mortgage Loans—Additional Loan and Property Information—Litigation” in this information circular for additional information relating to such pending or threatened litigation.

Master Servicer and Special Servicer May Be Directed to Take Actions. In connection with the servicing of Specially Serviced Mortgage Loans by the special servicer and the servicing of non-Specially Serviced Mortgage Loans by the master servicer, the master servicer or the special servicer may, at the direction of the applicable Approved Directing Certificateholder (if any), take actions with respect to such loans that could adversely affect the holders of some or all of the classes of certificates, including without limitation, consenting to Servicing Advances made to cure defaults on a related Senior Loan or Junior Loan. The applicable Approved Directing Certificateholder (if any) may have interests that conflict with those of certain holders of certificates in the related Certificate Group. As a result, it is possible that the applicable Approved Directing Certificateholder (if any) may direct the master servicer or the special servicer to take actions that conflict with the interests of certain classes of related Loan Group Certificates. However, the master servicer and the special servicer are not permitted to take actions that are prohibited by law or violate the Servicing Standard or the terms of the loan documents. See “—The Master Servicer, the Primary Special Servicer, the Backup Special Servicer and any Sub-Servicer May Experience Conflicts of Interest” above and “The Pooling and Servicing Agreement—Enforcement of “Due-on-Sale” and “Due-on-Encumbrance” Clauses” and “—Modifications, Waivers, Amendments and Consents” in this information circular.

The Mortgage Loan Seller May Not Be Able to Make a Required Cure, Repurchase or Substitution of a Defective Mortgage Loan. The mortgage loan seller is the sole warranting party in respect of the underlying mortgage loans sold by it to us. Neither we nor any of our affiliates are obligated to cure, repurchase or substitute any underlying mortgage loan in connection with a material breach of the mortgage loan seller’s representations and warranties or any material document defects, if the mortgage loan seller defaults on its obligations to do so. We cannot assure you that the mortgage loan seller will effect any such cure, repurchase or substitution. If the mortgage loan seller fails to fulfill such obligation, you could experience cash flow disruptions or losses on your certificates, subject to the Freddie Mac Guarantee. In addition, the mortgage loan seller may have various legal defenses available to it in connection with a cure, repurchase or substitution obligation. Any underlying mortgage loan that is not cured, repurchased or substituted and that is not a “qualified mortgage” for a REMIC may cause designated portions of the issuing entity to fail to qualify as one or more REMICs or cause the issuing entity to incur a tax. Generally, the loan documents do not obligate the borrower to make a payment from its own funds of a “qualified amount” in the event of a partial taking or partial condemnation at a mortgaged real property. In addition, although certain of the loan documents obligate the borrower to use any proceeds from the condemnation to make a payment of a “qualified amount” in the event of a partial taking or partial condemnation of a mortgaged real property at a time when the loan-to-value is greater than 125% (with the value of the property first being reduced by the outstanding principal balance of any Senior Loans) and certain of the loan documents provide that, in the event the award for a partial condemnation is \$100,000 or more, the proceeds, after deduction of lender’s expenses, may be

applied at lender's option to the restoration of the mortgaged real property or to the payment of the mortgage loan indebtedness, with the balance, if any, paid to the borrower, the related intercreditor agreements give the holders of the Senior Loans a first and prior interest in and to any payments, awards, proceeds, distributions, or consideration arising from a condemnation or taking under a power of eminent domain of all or any portion of the mortgaged real property. See “—Risks Related to the Mortgage Loan Seller, the Guarantor and the Initial Master Servicer” below and “Description of the Mortgage Loan Seller and Guarantor” and “Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions” in this information circular. In addition, see the discussion under “The Pooling and Servicing Agreement—Modifications, Waivers, Amendments and Consents” in this information circular regarding Partial Condemnation Loans. If a paydown of an underlying mortgage loan by a “qualified amount” as provided in Revenue Procedure 2010-30 or successor provisions does not occur, and the underlying mortgage loan is not timely sold, the Trust REMICs may each fail to qualify as a REMIC.

The Mortgage Loan Seller May Become Subject to Receivership Laws That May Affect the Issuing Entity's Ownership of the Underlying Mortgage Loans. In the event of the receivership of the mortgage loan seller, it is possible the issuing entity's right to payment resulting from ownership of the underlying mortgage loans could be challenged, and if such challenge were successful, delays or reductions in payments on the certificates could occur. See “—Risks Related to the Mortgage Loan Seller, the Guarantor and the Initial Master Servicer” below and “Description of the Mortgage Loan Seller and Guarantor” in this information circular.

One Action Rules May Limit Remedies. Several states, including California and New York, have laws that prohibit more than one “judicial action” to enforce a mortgage obligation, and some courts have construed the term “judicial action” broadly. Accordingly, the special servicer is required to obtain advice of counsel prior to enforcing any of the issuing entity's legal rights under any of the underlying mortgage loans that are secured by mortgaged real properties located where the “one action” rules could be applicable. In the case of an underlying mortgage loan that is secured by mortgaged real properties located in multiple states, the special servicer may be required to foreclose first on properties located in states where the “one action” rules apply, and where non-judicial foreclosure is permitted, before foreclosing on properties located in states where judicial foreclosure is the only permitted method of foreclosure.

Tax Considerations Related to Foreclosure. Under the Pooling and Servicing Agreement, the special servicer, on behalf of the issuing entity, among others, may acquire one or more mortgaged real properties pursuant to a foreclosure or deed-in-lieu of foreclosure. The special servicer will be permitted to perform or complete construction work on a foreclosed property only if such construction was more than 10% complete when default on the related underlying mortgage loan became imminent. In addition, any net income from the operation and management of any such property that is not qualifying “rents from real property,” within the meaning of Code Section 856(d), and any rental income based on the net profits of a tenant or sub-tenant or allocable to a service that is non-customary in the area and for the type of property involved, will subject the issuing entity to U.S. federal (and possibly state or local) tax on such income at the corporate tax rate (which, as of January 1, 2018, is 21%), thereby reducing net proceeds available for distribution to the certificateholders.

In addition, if the special servicer, on behalf of the issuing entity, among others, were to acquire one or more mortgaged real properties pursuant to a foreclosure or deed-in-lieu of foreclosure, upon acquisition of those mortgaged real properties, it may be required in certain jurisdictions, particularly in California and New York, to pay state or local transfer or excise taxes upon liquidation of such properties. Such state or local taxes may reduce net proceeds available for distribution to the certificateholders.

Changes to REMIC Restrictions on Loan Modifications May Impact an Investment in the Certificates. The IRS has issued guidance easing the tax requirements for a servicer to modify a commercial or multifamily mortgage loan held in a REMIC by interpreting the circumstances when default is “reasonably foreseeable” to include those where the servicer reasonably believes that there is a “significant risk of default” with respect to the underlying mortgage loan upon maturity of the loan or at an earlier date, and that by making such modification the risk of default is substantially reduced. Accordingly, if the master servicer or the special servicer determined that an underlying mortgage loan was at significant risk of default and permitted one or more modifications otherwise consistent with the terms of the Pooling and Servicing Agreement and all related intercreditor agreements, any such modification may impact the timing and ultimate recovery on the underlying mortgage loan, and likewise on one or more classes of certificates.

In addition, the IRS has issued final regulations under the REMIC Provisions that modify the tax restrictions imposed on a servicer's ability to modify the terms of the underlying mortgage loans held by a REMIC relating to changes in the collateral, credit enhancement and recourse features. The IRS has also issued Revenue Procedure 2010-30, describing circumstances in which it will not challenge the treatment of mortgage loans as "qualified mortgages" on the grounds that the underlying mortgage loan is not "principally secured by real property," that is, has a real property loan-to-value ratio greater than 125% (with the value of the property first being reduced by the outstanding principal balance of any Senior Loans) following a release of liens on some or all of the real property securing such underlying mortgage loan. The general rule is that a mortgage loan must continue to be "principally secured by real property" following any such lien release, unless the lien release is pursuant to a defeasance permitted under the original loan documents and occurs more than two years after the startup day of the REMIC, all in accordance with the REMIC Provisions. Revenue Procedure 2010-30 also allows lien releases in certain "grandfathered transactions" and transactions in which the release is part of a "qualified pay-down transaction" even if the underlying mortgage loan after the transaction might not otherwise be treated as principally secured by a lien on real property. If the value of the real property securing an underlying mortgage loan were to decline, the need to comply with the rules of Revenue Procedure 2010-30 could restrict the servicers' actions in negotiating the terms of a workout or in allowing minor lien releases in circumstances in which, after giving effect to the release, the underlying mortgage loan would not have a real property loan-to-value ratio of 125% or less (as calculated above). This could impact the timing and ultimate recovery on an underlying mortgage loan, and likewise on one or more classes of certificates.

You should consider the possible impact on your investment of any existing REMIC restrictions as well as any potential changes to the REMIC rules.

Risks Related to the Offered Certificates

The Issuing Entity's Assets May Be Insufficient to Allow for Repayment in Full on the Offered Certificates. The offered certificates do not represent obligations of any person or entity and do not represent a claim against any assets other than those of the issuing entity. Other than as described under "Description of the Certificates—Distributions—Freddie Mac Guarantee" in this information circular, no governmental agency or instrumentality will guarantee or insure payment on the offered certificates. In addition, neither we nor our affiliates are responsible for making payments on the offered certificates if collections on the underlying mortgage loans are insufficient. If the underlying mortgage loans are insufficient to make payments on the offered certificates, other than as described under "Description of the Certificates—Distributions—Freddie Mac Guarantee" in this information circular, no other assets will be available to you for payment of the deficiency, and you will bear the resulting loss. Any advances made by the master servicer or other party with respect to the underlying mortgage loans are intended solely to provide liquidity and not credit support. The party making those advances will have a right to reimbursement, with interest, which is senior to your right to receive payment on the offered certificates. In addition, in the event of a foreclosure and sale of the mortgaged real property, the proceeds of such sale may not be sufficient to satisfy in full the related Senior Loan(s) and the underlying mortgage loan. The offered certificates are entitled to distributions attributable to amounts collected on the underlying mortgage loans included in the related Loan Group, and are not entitled to any distributions with respect to the underlying mortgage loans in the other Loan Group.

Payments on Each Certificate Group Will Be Based on Collections from the Related Underlying Mortgage Loans Only. If you purchase Floating Loan Group Certificates, your right to distributions will be based on the performance of the underlying mortgage loans in the Floating Loan Group, and not the underlying mortgage loans in the Fixed Loan Group. If you purchase Fixed Loan Group Certificates, your right to distributions will be based on the performance of the underlying mortgage loans in the Fixed Loan Group, and not the underlying mortgage loans in the Floating Loan Group. This segregated source of distributions could adversely affect the performance of your certificates or result in losses if you purchase certificates in one Certificate Group and the related underlying mortgage loans do not perform as well as you expected.

Collections on one Certificate Group Will Not be Available to Cover Fees and Expenses of the Other Certificate Group; Any Unattributable Expenses Will Reduce Amounts Distributable on Your Certificate Group. In general, amounts collected on the underlying mortgage loans of one Certificate Group will not be available to cover fees and expenses that might arise with respect to the underlying mortgage loans of the other Certificate Group. If collections on the underlying mortgage loans of one Certificate Group are insufficient to cover the fees

and expenses relating to such Certificate Group, then such fees and expenses will accrue and lead to losses on such Certificate Group, and there will be no other source of collection to cover those fees or expenses. Furthermore, any fees or expenses not attributable to a Certificate Group, as determined by Freddie Mac in its reasonable discretion, will, so long as neither Certificate Group has been retired, be allocated proportionately between the Certificate Groups based on the respective total outstanding principal balance of the Principal Balance Certificates in each Certificate Group. To the extent Freddie Mac determines that any such unattributable fees or expenses are incurred, certificateholders in each Certificate Group are at risk that collections on the related underlying mortgage loan will be diverted to cover fees and expenses related to the other Certificate Group.

Credit Support Is Limited and May Not Be Sufficient to Prevent Loss on the Offered Certificates. Any use of credit support will be subject to the conditions and limitations described in this information circular and may not cover all potential losses or risks.

Although subordination is intended to reduce the risk to holders of senior certificates in a Certificate Group of delinquent distributions or ultimate losses, the amount of subordination will be limited and may decline under certain circumstances described in this information circular. In addition, if principal payments on one or more classes of certificates in a Certificate Group are made in a specified order or priority, any limits with respect to the aggregate amount of claims under any related credit support may be exhausted before the principal of the later paid classes of certificates in a Certificate Group has been repaid in full. As a result, the impact of losses and shortfalls experienced with respect to the underlying mortgage loans in the related Loan Group may fall primarily on those subordinate classes of certificates in such Certificate Group.

The Freddie Mac Guarantee is intended to provide credit enhancement to the offered certificates as described in this information circular by increasing the likelihood that holders of the offered certificates (other than the class XP certificates) will receive (i) timely payments of interest, (ii) payment of principal to holders of the Offered Principal Balance Certificates, on or before the distribution date immediately following the maturity date of each underlying mortgage loan in the related Loan Group, (iii) reimbursement of Realized Losses (including as a result of Additional Issuing Entity Expenses) allocated to the Offered Principal Balance Certificates in the related Certificate Group and (iv) ultimate payment of principal by the Assumed Final Distribution Date to the holders of the Offered Principal Balance Certificates in the related Certificate Group. The Freddie Mac Guarantee with respect to the class XP certificates is limited to a guarantee that Static Prepayment Premiums, if any, actually received by the applicable servicer in respect of the underlying mortgage loans in the Floating Loan Group will be distributed to the holders of the class XP certificates. If, however, Freddie Mac were to experience significant financial difficulties, or if the Conservator placed Freddie Mac in receivership and Freddie Mac's guarantee was repudiated as described in "—Risks Related to the Mortgage Loan Seller, the Guarantor and the Initial Master Servicer" below, the credit enhancement provided by the Freddie Mac Guarantee may be insufficient and the holders of offered certificates may suffer losses as a result of the various contingencies described in this "Risk Factors" section and elsewhere in this information circular. See "Description of the Certificates—Distributions—Freddie Mac Guarantee" in this information circular for a detailed description of the Freddie Mac Guarantee. The offered certificates are not guaranteed by the United States and do not constitute debts or obligations of the United States or any agency or instrumentality of the United States other than Freddie Mac.

When making an investment decision, you should consider, among other things—

- the distribution priorities of the respective classes of certificates in the related Certificate Group;
- the order in which the outstanding principal balances of the respective classes of certificates in the related Certificate Group with outstanding principal balances will be reduced in connection with losses and default-related shortfalls (although such shortfalls with respect to the offered certificates in the related Certificate Group will be covered under the Freddie Mac Guarantee); and
- the characteristics and quality of the underlying mortgage loans in the related Loan Group.

The Offered Certificates Have Uncertain Yields to Maturity. If you purchase Offered Principal Balance Certificates in any Certificate Group at a premium, and if payments and other collections of principal on the underlying mortgage loans in the related Loan Group occur at a rate faster than you anticipated at the time of your purchase, then your actual yield to maturity may be lower than you had assumed at the time of your purchase. Conversely, if you purchase Offered Principal Balance Certificates in any Certificate Group at a discount, and if payments and other collections of principal on the underlying mortgage loans in the related Loan Group occur at a rate slower than you anticipated at the time of your purchase, then your actual yield to maturity may be lower than you had assumed at the time of your purchase.

The yield to maturity on the class A-FL certificates will be highly sensitive to changes in the levels of LIBOR such that decreasing levels of LIBOR will have a negative effect on the yield to maturity of the holders of such certificates. In addition, prevailing market conditions may increase the interest rate margins above LIBOR at which comparable securities are being offered, which would cause the class A-FL certificates to decline in value. Investors in the class A-FL certificates should consider the risk that lower than anticipated levels of LIBOR could result in lower yield to investors in the class A-FL certificates than the anticipated yield and the risk that higher market interest rate margins above LIBOR could result in a lower value of the class A-FL certificates. See “—Changes to, or Elimination of, LIBOR Could Adversely Affect Your Investment in the Offered Floating Loan Group Certificates” above.

The yield on the class A-FL certificates could also be adversely affected if underlying mortgage loans in the Floating Loan Group with higher interest rate margins over LIBOR pay principal faster than underlying mortgage loans in the Floating Loan Group with lower interest rate margins over LIBOR. Since the class A-FL certificates bear interest at a rate limited by the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group minus the applicable Guarantee Fee Rate, the pass-through rate on the class A-FL certificates may be limited by that pass-through rate cap, even if principal prepayments on the underlying mortgage loans in the Floating Loan Group do not occur. See “Description of the Certificates—Distributions—Interest Distributions (Floating Loan Group Certificates)” in this information circular.

The pass-through rate for the class XI certificates is calculated based on the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group. As a result, the pass-through rate (and, accordingly, the yield to maturity) on the class XI certificates could be adversely affected if underlying mortgage loans in the Floating Loan Group with higher interest rate margins over LIBOR experience a faster rate of principal payment than underlying mortgage loans in the Floating Loan Group with lower interest rate margins over LIBOR. This means that the yield to maturity on the class XI certificates will be sensitive to changes in the relative composition of the Floating Loan Group as a result of scheduled amortization, voluntary and involuntary prepayments and liquidations of the underlying mortgage loans in the Floating Loan Group following default. The Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group will not be affected by modifications, waivers or amendments with respect to the underlying mortgage loans in the Floating Loan Group, except for any modifications, waivers or amendments that increase the mortgage interest rate.

The yield to maturity on the class XI certificates will also be adversely affected to the extent distributions of interest otherwise payable to the class XI certificates are required to be distributed on the class B-FL certificates as Floating Loan Group Additional Interest Distribution Amounts, as described under “Description of the Certificates—Distributions—Interest Distributions (Floating Loan Group Certificates)” in this information circular, and the yield to maturity on the class X certificates will also be adversely affected to the extent distributions of interest otherwise payable to the class X certificates are required to be distributed on the class B-FX certificates as Fixed Loan Group Additional Interest Distribution Amounts, as described under “Description of the Certificates—Distributions—Interest Distributions (Fixed Loan Group Certificates)” in this information circular.

If you purchase the class X or class XI certificates, your yield to maturity will be particularly sensitive to the rate and timing of principal payments on the underlying mortgage loans in the related Loan Group and the extent to which those amounts are applied to reduce the notional amount of those certificates. Each distribution of principal in reduction of the outstanding principal balance of the class A-1 or A-2 certificates will result in a reduction in the notional amount of the class X certificates. Each distribution of principal in reduction of the outstanding principal balance of the class A-FL or B-FL certificates will result in a reduction in the notional amount of the class XI certificates. Your yield to maturity may also be adversely affected by—

- the repurchase of any underlying mortgage loans in the related Loan Group by the mortgage loan seller in connection with a material breach of a representation and warranty or a material document defect, as described under “Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions” in this information circular;
- the purchase of a Defaulted Loan in the related Loan Group by the related directing certificateholder or Freddie Mac pursuant to their respective purchase options under the Pooling and Servicing Agreement;
- the purchase of the Defaulted Loan in the related Loan Group by the holder of any subordinate debt or mezzanine debt pursuant to its purchase option under the related intercreditor agreement;
- the timing of defaults and liquidations of underlying mortgage loans in the related Loan Group;
- a Partial Condemnation Sale; and
- the retirement of the related Certificate Group, as described under “The Pooling and Servicing Agreement—Retirement” in this information circular.

Prior to investing in the class X or class XI certificates, you should fully consider the associated risks, including the risk that an extremely rapid rate of amortization, prepayments and/or liquidations on or with respect to the underlying mortgage loans in the related Loan Group could result in your failure to recoup fully your initial investment. See “Yield and Maturity Considerations—Yield Sensitivity of the Class XI and Class X Certificates” in this information circular.

In addition, the amounts payable to the class X certificates will vary with changes in the total outstanding principal balance of the class A-1, A-2 and B-FX certificates. The amounts payable to the class XI certificates will vary with changes in the total outstanding principal balance of the class A-FL and B-FL certificates. The class XI and X certificates will be adversely affected if underlying mortgage loans in the related Loan Group with relatively high mortgage interest rates experience a faster rate of principal payments than underlying mortgage loans in the related Loan Group with relatively low mortgage interest rates.

The yields on the offered certificates in each Certificate Group with variable or capped pass-through rates could also be adversely affected if underlying mortgage loans in the related Loan Group with relatively high net mortgage interest rates pay principal faster than the underlying mortgage loans in such Loan Group with relatively low net mortgage interest rates. Although all of the underlying mortgage loans in each Loan Group currently have the same mortgage interest rates or interest rate margins over LIBOR, as applicable, same maturity dates and same amortization schedules, the terms of any of the underlying mortgage loans could be modified in connection with a modification, waiver or amendment of any underlying mortgage loan.

Generally, a borrower is less likely to prepay if prevailing interest rates are at or above the interest rate borne by its mortgage loan. On the other hand, a borrower is more likely to prepay if prevailing rates fall significantly below the interest rate borne by its mortgage loan. Borrowers are less likely to prepay mortgage loans with lockout periods, Yield Maintenance Charge provisions or Static Prepayment Premium provisions, to the extent enforceable, than otherwise identical mortgage loans without these provisions or with shorter lockout periods or with lower or no Yield Maintenance Charges or Static Prepayment Premiums. The borrowers of the underlying mortgage loans in the Floating Loan Group may be more likely to prepay their related underlying mortgage loans in the event that the holders of certificates representing a majority interest in the class XP certificates waive the requirement to pay any Static Prepayment Premiums as described under “—The Underlying Mortgage Loans in the Related Loan Group May Experience a Higher Than Expected Rate of Prepayment Due to the Right of a Majority of Holders of Class XP and X Certificates to Cause the Waiver of Static Prepayment Premiums or Yield Maintenance Charges and Due to Limited Prepayment Protection in the Related Loan Group” below. None of the master servicer, the special servicer

or any sub-servicer will be required to advance and the Freddie Mac Guarantee does not cover any Yield Maintenance Charges, Static Prepayment Premiums or other prepayment premiums for the offered certificates (except with respect to a guarantee that Static Prepayment Premiums, if any, actually received by the applicable servicer in respect of the underlying mortgage loans in the Floating Loan Group will be distributed to the holders of the class XP certificate).

Delinquencies on the underlying mortgage loans in any Loan Group, if the delinquent amounts are not advanced, may result in shortfalls in distributions of interest and/or principal to the holders of the offered certificates (other than the class XP certificates) in the related Certificate Group for the current month (although such shortfalls with respect to the offered certificates may be covered under the Freddie Mac Guarantee). Furthermore, no interest will accrue on this shortfall during the period of time that the payment is delinquent. Even if losses on the underlying mortgage loans in any Loan Group are not allocated to a particular class of Offered Principal Balance Certificates in the related Certificate Group, the losses may affect the weighted average life and yield to maturity of that class of Offered Principal Balance Certificates. Losses on the underlying mortgage loans in any Loan Group, even if not allocated to a class of the related Offered Principal Balance Certificates, may result in a higher percentage ownership interest evidenced by those Offered Principal Balance Certificates in the remaining underlying mortgage loans in the related Loan Group than would otherwise have resulted absent the loss. The consequent effect on the weighted average lives and yields to maturity of the offered certificates (other than the class XP certificates) will depend on the characteristics of the remaining underlying mortgage loans in the related Loan Group. If defaults are material and non-monetary, the special servicer may still accelerate the maturity of the underlying mortgage loan which could result in an acceleration of payments to the certificateholders in the related Certificate Group.

Shortfalls in the Available Distribution Amount with respect to each Certificate Group resulting from Net Aggregate Prepayment Interest Shortfalls with respect to the related Loan Group will generally be allocated to all classes of interest-bearing certificates in such Certificate Group, on a *pro rata* basis, based on interest accrued (exclusive of any Additional Interest Accrual Amounts). However, such shortfalls with respect to the offered certificates (other than the class XP certificates) will be covered under the Freddie Mac Guarantee. See “Description of the Certificates—Distributions—Interest Distributions (Floating Loan Group Certificates)” and “—Interest Distributions (Fixed Loan Group Certificates)” in this information circular.

Provisions requiring prepayment premiums or charges may not be enforceable in some states and under federal bankruptcy law, and may constitute interest for usury purposes. Accordingly, we cannot assure you that the obligation to pay a Yield Maintenance Charge or Static Prepayment Premium will be enforceable or, if enforceable, that the foreclosure proceeds will be sufficient to pay the Yield Maintenance Charge or Static Prepayment Premium in connection with an involuntary prepayment. In general, Yield Maintenance Charges and Static Prepayment Premiums will be among the last items payable out of foreclosure proceeds. Any failure to collect Static Prepayment Premiums in respect of the underlying mortgage loans in the Floating Loan Group will result in a reduction of the amounts distributed to the holders of the class XP certificates, and the Freddie Mac Guarantee will not cover any such reduction. See “Yield and Maturity Considerations” in this information circular.

The Underlying Mortgage Loans in the Related Loan Group May Experience a Higher Than Expected Rate of Prepayment Due to the Right of a Majority of Holders of Class XP and X Certificates to Cause the Waiver of Static Prepayment Premiums or Yield Maintenance Charges and Due to Limited Prepayment Protection in the Related Loan Group. Pursuant to the Pooling and Servicing Agreement, certificateholders representing a majority, by the outstanding notional amount, of the class XP certificates and the class X certificates respectively, will have the right, in their sole discretion, to direct the master servicer or the special servicer, as applicable, to waive any obligation of the related borrower to pay a Static Prepayment Premium or Yield Maintenance Charge in connection with any prepayment of any underlying mortgage loans in the related Loan Group upon written direction by the certificateholders representing a majority, by outstanding notional amount, of the class XP or X certificates, as applicable, exercising their sole discretion. Freddie Mac, as the initial certificateholder of all of the class XP and X certificates, has indicated that the likelihood of its waiver of a Static Prepayment Premium or Yield Maintenance Charge in connection with any prepayment of the underlying mortgage loans in the related Loan Group would increase in certain circumstances, such as if the prepayment is made in connection with a refinancing of an underlying mortgage loan that meets certain conditions. In addition, with respect to all of the underlying mortgage loans in the Floating Loan Group that have prepayment consideration periods during which voluntary principal prepayments must be accompanied by a Static Prepayment Premium, the loan documents set out a period of time

during which each borrower may prepay its entire related underlying mortgage loan without payment of a Static Prepayment Premium if such underlying mortgage loan is prepaid using the proceeds of certain types of Freddie Mac mortgage loans that are the subject of a binding purchase commitment between Freddie Mac and a Freddie Mac-approved “Program Plus” seller/servicer. Borrowers have an incentive to prepay the underlying mortgage loans if they are not required to pay a Static Prepayment Premium or Yield Maintenance Charge in connection with such a prepayment. Waivers of Static Prepayment Premiums in respect of the underlying mortgage loans in the related Loan Group by holders of a majority interest in the class XP certificates or class X certificates, as applicable, or prepayments using such proceeds of Freddie Mac mortgage loans may cause the underlying mortgage loans in the related Loan Group to experience a higher than expected rate of prepayments, which may adversely affect the yield to maturity of the related Loan Group Certificates (other than the class XP certificates). The yield to maturity on the class XI and X certificates will be extremely sensitive to holders of a majority interest in the class XP or X certificates, as applicable, electing to waive payments of Static Prepayment Premiums or Yield Maintenance Charge in connection with any prepayment of the underlying mortgage loans in the related Loan Group, because such waivers would tend to increase the rate of prepayments on the underlying mortgage loans in the related Loan Group which would result in a faster than anticipated reduction in the notional amount of the class XI and X certificates respectively. See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Prepayment Provisions” in this information circular.

Optional Early Retirement of a Certificate Group May Result in an Adverse Impact on Your Yield or May Result in a Loss. The certificates will be subject to optional early retirement by means of the purchase of the underlying mortgage loans and/or REO Properties in the related Loan Group at the time and for the price described in “The Pooling and Servicing Agreement—Retirement” in this information circular. We cannot assure you that the proceeds from a sale of the underlying mortgage loans and/or REO Properties in the related Loan Group will be sufficient to distribute the outstanding certificate balance plus accrued interest and any undistributed shortfalls in interest accrued on the related Certificate Group that are subject to the retirement. Accordingly, the holders of certificates affected by such a retirement may suffer an adverse impact on the overall yield on their certificates, may experience repayment of their investment at an unpredictable and inopportune time or may even incur a loss on their investment, subject to the Freddie Mac Guarantee in the case of the offered certificates. See “The Pooling and Servicing Agreement—Retirement” in this information circular.

Commencing Legal Proceedings Against Parties to the Pooling and Servicing Agreement May Be Difficult. The trustee may not be required to commence legal proceedings against third parties at the direction of any holders of certificates in any Certificate Group unless, among other conditions, at least 25% of the voting rights (determined without notionally reducing the outstanding principal balances of the Principal Balance Certificates by any Appraisal Reduction Amounts) associated with the certificates in such Certificate Group join in the demand and offer indemnification satisfactory to the trustee. Those certificateholders may not commence legal proceedings themselves with respect to the Pooling and Servicing Agreement or the certificates unless the trustee has refused to institute proceedings after the conditions described in the proceeding sentence have been satisfied. These provisions may limit your personal ability to enforce the provisions of the Pooling and Servicing Agreement.

The Limited Nature of Ongoing Information May Make It Difficult for You to Resell the Certificates. The primary source of ongoing information regarding your certificates, including information regarding the status of the related underlying mortgage loans, will be the periodic reports delivered by the certificate administrator described under the heading “Description of the Certificates—Reports to Certificateholders and Freddie Mac; Available Information” in this information circular. We cannot assure you that any additional ongoing information regarding your certificates will be available through any other source. In addition, the depositor is not aware of any source through which price information about the certificates will be generally available on an ongoing basis. The limited nature of the information regarding the certificates may adversely affect the liquidity of the offered certificates, even if a secondary market for the certificates is available. There will have been no secondary market for the certificates prior to this offering. We cannot assure you that a secondary market will develop or, if it does develop, that it will provide you with liquidity of investment or continue for the lives of the offered certificates. The market value of the certificates will fluctuate with changes in prevailing rates of interest or other credit related market changes. Consequently, the sale of the certificates in any market that may develop may be at a discount from the related par value or purchase price. In addition, we have not engaged any NRSRO to rate any class of certificates. The absence of ratings may adversely affect the ability of an investor to purchase or retain, or otherwise impact the liquidity, market value and regulatory characteristics of, the certificates.

The Right of the Master Servicer and the Trustee to Receive Interest on Advances May Result in Additional Losses to the Issuing Entity. The master servicer and the trustee will each be entitled to receive interest on unreimbursed advances made by it from collections on the underlying mortgage loans in the related Loan Group. This interest will generally accrue from the date on which the related advance is made through the date of reimbursement. In addition, under certain circumstances, including a default by the borrower in the payment of principal and interest on an underlying mortgage loan, that underlying mortgage loan will become specially serviced and the special servicer will be entitled to compensation for performing special servicing functions pursuant to the Pooling and Servicing Agreement. The right to receive these distributions of interest and compensation is senior to the rights of holders to receive distributions on the offered certificates in the related Certificate Group and, consequently, may result in losses being allocated to the offered certificates in the related Certificate Group that would not have resulted absent the accrual of this interest.

Insolvency Proceedings with Respect to the Master Servicer, the Primary Special Servicer, the Backup Special Servicer, the Trustee or the Certificate Administrator May Adversely Affect Collections on the Underlying Mortgage Loans and the Ability to Replace the Master Servicer, the Primary Special Servicer, the Backup Special Servicer, the Trustee or the Certificate Administrator. The master servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee or the certificate administrator for the certificates may be eligible to become a debtor under the United States Bankruptcy Code or enter into receivership under the Federal Deposit Insurance Act or, in the case of Freddie Mac, be placed into receivership by FHFA. If the master servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee or the certificate administrator were to become a debtor under the United States Bankruptcy Code, enter into receivership under the Federal Deposit Insurance Act or be placed in receivership by FHFA, although the issuing entity may be entitled to the termination of any such party, such provision may not be enforceable. An assumption under the Bankruptcy Code would require any Third Party Master Servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee or the certificate administrator to cure any of its pre-bankruptcy defaults and demonstrate that it is able to perform following assumption. The impact of insolvency by an entity governed by state insolvency law would vary depending on the laws of the particular state. We cannot assure you that a bankruptcy or receivership of the master servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee or the certificate administrator would not adversely impact the servicing or administration of the underlying mortgage loans or that the issuing entity would be entitled to terminate any such party in a timely manner or at all.

If the master servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee or the certificate administrator becomes the subject of bankruptcy, receivership or similar proceedings, claims by the issuing entity to funds in the possession of the master servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee or the certificate administrator at the time of the bankruptcy filing or other similar filing may not be perfected due to the circumstances of any bankruptcy or similar proceedings. In this event, funds available to pay principal and interest on the certificates may be delayed or reduced.

Inability to Replace the Master Servicer Could Affect Collections and Recoveries on the Mortgage Loans. The structure of the master servicing fee and master servicer surveillance fee payable to the master servicer might affect the ability of the trustee to find a replacement master servicer. Although the trustee is required to replace the master servicer if the master servicer is terminated or resigns, if the trustee is unwilling (including for example because the master servicing fee and master servicer surveillance fee are insufficient) or unable (including for example, because the trustee does not have the computer systems required to service mortgage loans), it may be necessary to appoint a replacement master servicer. Because the master servicing fee and master servicer surveillance fee are structured as a percentage of the Stated Principal Balance of each underlying mortgage loan, it may be difficult to replace the master servicer at a time when the balance of the underlying mortgage loans has been significantly reduced because the fees may be insufficient to cover the costs associated with servicing the underlying mortgage loans and/or related REO Properties remaining in the mortgage pool. The performance of the underlying mortgage loans may be negatively impacted, beyond the expected transition period during a servicing transfer, if a replacement master servicer is not retained within a reasonable amount of time.

The Terms of the Underlying Mortgage Loans Will Affect Payments on the Offered Certificates. Each of the underlying mortgage loans will specify the terms on which the related borrower must repay the outstanding principal amount of the underlying mortgage loan. The rate, timing and amount of scheduled payments of principal may vary, and may vary significantly, from underlying mortgage loan to underlying mortgage loan. The rate at which the

underlying mortgage loans in any Loan Group amortize will directly affect the rate at which the principal balance or notional amount of the offered certificates in the related Certificate Group is paid down or otherwise reduced.

In addition, the underlying mortgage loans may permit the related borrower during some of the loan term to prepay the loan. In general, a borrower will be more likely to prepay its underlying mortgage loan when it has an economic incentive to do so, such as obtaining a larger loan on the same mortgaged real property or a lower or otherwise more advantageous interest rate through refinancing. If an underlying mortgage loan includes some form of prepayment restriction, the likelihood of prepayment should decline. These restrictions may include an absolute or partial prohibition against voluntary prepayments during some of the loan term, during which voluntary principal prepayments are prohibited or a requirement that voluntary prepayments made during a specified period of time be accompanied by a Static Prepayment Premium or Yield Maintenance Charge. In certain instances, however, there will be no restriction associated with the application of insurance proceeds or condemnation proceeds as a prepayment of principal. See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Release of Property Through Prepayment” in this information circular.

The Terms of the Underlying Mortgage Loans Do Not Provide Absolute Certainty as Regards the Rate, Timing and Amount of Payments on the Offered Certificates. The amount, rate and timing of payments and other collections on the underlying mortgage loans will be unpredictable because of possible borrower defaults and prepayments on the underlying mortgage loans and possible casualties or condemnations with respect to the mortgaged real properties.

The investment performance of the offered certificates in each Certificate Group may vary materially and adversely from your expectations due to—

- the rate of prepayments and other unscheduled collections of principal on the underlying mortgage loans in the related Loan Group being faster or slower than you anticipated;
- the rate of defaults on the underlying mortgage loans in the related Loan Group or a related Senior Loan or Junior Loan being faster, or the severity of losses on the underlying mortgage loans in the related Loan Group being greater, than you anticipated;
- the actual net cash flow for the underlying mortgage loans in the related Loan Group being different than the underwritten net cash flow for the underlying mortgage loans in the related Loan Group as presented in this information circular; or
- the debt service coverage ratios for the underlying mortgage loans in the related Loan Group as set forth in the related loan documents being different than the debt service coverage ratios for the underlying mortgage loans in the related Loan Group as presented in this information circular.

The actual yield to you, as a holder of an offered certificate, may not equal the yield you anticipated at the time of your purchase, and the total return on investment that you expected may not be realized. In deciding whether to purchase any offered certificates, you should make an independent decision as to the appropriate prepayment, default and loss assumptions to be used.

In addition, as described under “The Pooling and Servicing Agreement—Certain Indemnities” in this information circular, under the Pooling and Servicing Agreement, any Third Party Master Servicer may be indemnified by the issuing entity in certain circumstances, but such party’s indemnification is capped at the Sub-Servicer/Third Party Master Servicer Aggregate Annual Cap for the related Loan Group, which limits the amount of indemnification payments that can be made in a single year. However, Freddie Mac, acting as master servicer, is not subject to an aggregate annual cap. This could result in higher up front indemnification payments to Freddie Mac, rather than capped indemnification payments spread out over multiple years. This could result in earlier losses on the certificates (subject to the Freddie Mac Guarantee).

See “Yield and Maturity Considerations” in this information circular.

Prepayments on the Underlying Mortgage Loans Will Affect the Average Lives of the Offered Certificates; and the Rate and Timing of Those Prepayments May Be Highly Unpredictable. Payments of principal and/or interest on the offered certificates (other than the class XP certificates) in each Certificate Group will depend on, among other things, the rate and timing of payments on the underlying mortgage loans in the related Loan Group. Prepayments on the underlying mortgage loans in any Loan Group may result in a faster rate of principal payments on the Offered Principal Balance Certificates in the related Certificate Group, thereby resulting in shorter average lives for the offered certificates (other than the class XP certificates) in such Certificate Group than if those prepayments had not occurred. The rate and timing of principal prepayments on pools of mortgage loans is influenced by a variety of economic, demographic, geographic, social, tax and legal factors. Although many of the underlying mortgage loans provide for prepayment lockout periods which cover a substantial portion of the loan terms, prepayments may still occur during such periods as a result of a casualty or condemnation event. In addition, prepayments may occur in connection with a permitted partial release of a mortgaged real property. See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions if the Underlying Mortgage Loans—Partial Releases” in this information circular.

In addition, any repurchase of an underlying mortgage loan by the mortgage loan seller due to a defect or breach of a representation or warranty will have the same effect as a prepayment of such underlying mortgage loan. See “Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions” in this information circular.

Accordingly, we cannot predict the rate and timing of principal prepayments on the underlying mortgage loans. As a result, repayment of the offered certificates in any Certificate Group could occur significantly earlier or later, and the average lives of the offered certificates could be significantly shorter or longer, than you expected.

The extent to which prepayments on the underlying mortgage loans in any Loan Group ultimately affect the average lives of the offered certificates in the related Certificate Group depends on the terms and provisions of such offered certificates. A class of offered certificates in any Certificate Group may entitle the holders to a *pro rata* share of any prepayments on the underlying mortgage loans in the related Loan Group, to all or a disproportionately large share of those prepayments, or to none or a disproportionately small share of those prepayments. If you are entitled to a disproportionately large share of any prepayments on the underlying mortgage loans in any Loan Group, the offered certificates in the related Certificate Group may be retired at an earlier date. If, however, you are only entitled to a small share of the prepayments on the underlying mortgage loans in any Loan Group, the average lives of the offered certificates in the related Certificate Group may be extended. Your entitlement to receive payments, including prepayments, of principal of the underlying mortgage loans in any Loan Group may—

- vary based on the occurrence of specified events, such as the retirement of one or more other classes of certificates in the related Certificate Group; or
- be subject to various contingencies, such as prepayment and default rates with respect to the underlying mortgage loans in such Loan Group.

Potential Conflicts of Interest of the Mortgage Loan Seller, the Depositor and the Depositor’s Affiliates. The mortgage loan seller and certain of the depositor’s affiliates own, lease or manage a number of properties other than the mortgaged real properties and may acquire additional properties in the future. Such other properties, similar to other third-party owned real estate, may compete with the mortgaged real properties for existing and potential tenants. We cannot assure you that the activities of the mortgage loan seller or the depositor’s affiliates with respect to such other properties will not adversely impact the performance of the mortgaged real properties.

The mortgage loan seller may also have ongoing relationships with the borrowers under the underlying mortgage loans or the sponsors of the borrowers. If any of the underlying mortgage loans are refinanced, the mortgage loan seller may purchase the refinanced loan. The mortgage loan seller may be influenced by its desire to maintain good ongoing relationships with the borrowers or their sponsors.

The mortgage loan seller, the depositor and the depositor’s affiliates (including one of the placement agents of the SPCs and the initial purchaser of certain classes of certificates) may benefit from this offering in a number of ways, some of which may be inconsistent with the interests of purchasers of the certificates. The mortgage loan seller, the depositor and their affiliates may benefit from a completed offering of the certificates because the offering

would establish a market precedent and a valuation data point for securities similar to the certificates, thus enhancing the ability of the mortgage loan seller, the depositor and their affiliates to conduct similar offerings in the future and permitting them to write up, avoid writing down or otherwise adjust the fair value of the underlying mortgage loans or other similar loans or securities held on their balance sheet.

Each of these relationships should be considered carefully by you before you invest in any of the certificates.

Potential Conflicts of Interest of the Placement Agents and Their Affiliates. We expect that Freddie Mac will include the offered certificates in pass-through pools that it will form in connection with the issuance of its SPCs, which we expect Freddie Mac will offer to investors through placement agents. The activities of those placement agents and their respective affiliates (collectively, the “Placement Agent Entities”) may result in certain conflicts of interest. The Placement Agent Entities may retain, or own in the future, classes of SPCs or certificates and any voting rights of those classes could be exercised by any such Placement Agent Entity in a manner that could adversely impact one or more classes of SPCs or one or more classes of certificates. If that were to occur, that Placement Agent Entity’s interests may not be aligned with the interests of the holders of the SPCs or the certificates.

The Placement Agent Entities include broker-dealers whose businesses include executing securities and derivative transactions on their own behalf as principals and on behalf of clients. As such, they actively make markets in and trade financial instruments for their own accounts and for the accounts of customers. These financial instruments include debt and equity securities, currencies, commodities, bank loans, indices, baskets and other products. The Placement Agent Entities’ activities include, among other things, executing large block trades and taking long and short positions directly and indirectly, through derivative instruments or otherwise. The securities and instruments in which the Placement Agent Entities take positions, or expect to take positions, include loans similar to the underlying mortgage loans, securities and instruments similar to the SPCs and the certificates, and other securities and instruments. Market making is an activity where the Placement Agent Entities buy and sell on behalf of customers, or for their own accounts, to satisfy the expected demand of customers. By its nature, market making involves facilitating transactions among market participants that have differing views of securities and instruments. As a result, you should expect that the Placement Agent Entities will take positions that are inconsistent with, or adverse to, the investment objectives of investors in one or more classes of SPCs or one or more classes of certificates.

As a result of the Placement Agent Entities’ various financial market activities, including acting as a research provider, investment advisor, market maker or principal investor, you should expect that personnel in various businesses throughout the Placement Agent Entities will have and express research or investment views and make recommendations that are inconsistent with, or adverse to, the objectives of investors in one or more classes of SPCs or one or more classes of certificates.

To the extent a Placement Agent Entity makes a market in the SPCs or certificates (which it is under no obligation to do), it would expect to receive income from the spreads between its bid and offer prices for the SPCs or certificates. The price at which a Placement Agent Entity may be willing to purchase SPCs or certificates, if it makes a market, will depend on market conditions and other relevant factors and may be significantly lower than the issue price for the SPCs or certificates and significantly lower than the price at which it may be willing to sell the SPCs or certificates.

In addition, the Placement Agent Entities will have no obligation to monitor the performance of the SPCs, the certificates or the actions of the master servicer, the special servicer, the certificate administrator, the trustee, Freddie Mac or the directing certificateholders, and will have no authority to advise such parties or to direct their actions. Furthermore, the Placement Agent Entities may have ongoing relationships with, render services to, and engage in transactions with the borrowers, the sponsors of the borrowers and their respective affiliates, which relationships and transactions may create conflicts of interest between the Placement Agent Entities, on the one hand, and the issuing entity, on the other hand.

Furthermore, the Placement Agent Entities expect that a completed offering will enhance their ability to assist clients and counterparties in the transaction or in related transactions (including assisting clients in additional purchases and sales of the certificates and hedging transactions). The Placement Agent Entities expect to derive fees and other revenues from these transactions. In addition, participating in a successful offering and providing related

services to clients may enhance the Placement Agent Entities' relationships with various parties, facilitate additional business development, and enable them to obtain additional business and generate additional revenue.

Merrill Lynch, Pierce, Fenner & Smith Incorporated, one of the placement agents for the SPCs, will also be the initial purchaser of the class B-FL and B-FX certificates, is expected to purchase a portion of the class A-FL SPCs and is an affiliate of the depositor. Each of these relationships should be considered carefully before making an investment in any class of SPCs or any class of certificates.

Your Lack of Control Over the Issuing Entity Can Adversely Impact Your Investment. Except as described below, investors in the certificates do not have the right to make decisions with respect to the administration of the issuing entity. These decisions are generally made, subject to the express terms of the Pooling and Servicing Agreement, by the master servicer, the special servicer, the certificate administrator and the trustee. Any decision made by any of those parties in respect of the issuing entity in accordance with the terms of the Pooling and Servicing Agreement, even if it determines that decision to be in your best interests, may be contrary to the decision that you would have made and may negatively affect your interests.

However, each directing certificateholder (with respect to its related Certificate Group) and Freddie Mac or its designee have the right to exercise various rights and powers in respect of the related Loan Group as described under "The Pooling and Servicing Agreement—Realization Upon Mortgage Loans" and "—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties" in this information circular.

In addition, in certain limited circumstances, certificateholders (and in certain circumstances, holders of certificates in a particular Certificate Group) have the right to vote on matters affecting the issuing entity, a particular Loan Group or a particular Certificate Group. In some cases, these votes are by certificateholders taken as a whole and in others the vote is by class. Your interests as a certificateholder of a particular class may not be aligned with the interests of certificateholders of one or more other classes of certificates in connection with any such vote. In all cases, voting is based on the outstanding certificate balance, which is reduced by Realized Losses. These limitations on voting could adversely affect your ability to protect your interests with respect to matters voted on by certificateholders. See "Description of the Certificates—Voting Rights" in this information circular.

A certificate registered in the name of the trustee, the certificate administrator, the master servicer, the special servicer, Freddie Mac, or any affiliate of any of them, as applicable, will be deemed not to be outstanding and the voting rights to which it is entitled will not be taken into account for the purposes of giving any consent, approval or waiver pursuant to the Pooling and Servicing Agreement with respect to the rights, obligations or liabilities of such party, subject to certain exclusions, as further described under "Description of the Certificates—Voting Rights" in this information circular.

The Interests of Any Directing Certificateholder or Freddie Mac May Be in Conflict with the Interests of the Offered Certificateholders. Any advice provided by Freddie Mac (in its capacity as servicing consultant or otherwise) may conflict with the interests of one or more classes of certificateholders. In addition, each directing certificateholder (with respect to its related Certificate Group) and Freddie Mac or their respective designees (or any Junior Loan Holder that is a transferee of Freddie Mac) have the right to exercise the various rights and powers in respect of the related Loan Group described under "The Pooling and Servicing Agreement—Realization Upon Mortgage Loans" in this information circular. Any such junior lien mortgages and related securities may be purchased by certificateholders in this transaction, including any directing certificateholder, in which case the related directing certificateholder could experience conflicts of interest when exercising consent rights with respect to the underlying mortgage loans in the related Loan Group and any related more junior lien mortgages or related securities.

You should expect that each directing certificateholder and Freddie Mac or their respective designees will each exercise those rights and powers on behalf of itself, and they will not be liable to any certificateholders for doing so. However, certain matters relating to Affiliated Borrower Loans will require (i) the master servicer, if Freddie Mac is then acting as master servicer, (ii) the Guarantor, if Freddie Mac is not then acting as master servicer and any Guaranteed Certificates are outstanding, or (iii) the special servicer, if Freddie Mac is not acting as the master servicer and no Guaranteed Certificates are then outstanding, to act in place of the applicable directing certificateholder. See "The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report" in this information circular.

In certain instances, the applicable Approved Directing Certificateholder (if any) will be entitled under the Pooling and Servicing Agreement to receive a portion of certain borrower-paid transfer fees and collateral substitution fees with respect to underlying mortgage loans in the applicable Loan Group. See “The Pooling and Servicing Agreement—The Primary Special Servicer” in this information circular. Such Approved Directing Certificateholder may have an incentive to maximize the amount of fees it collects by approving borrower actions that will result in the payment of such fees. As a result, such Approved Directing Certificateholder may have interests that conflict with those of other holders of certificates in the related Certificate Group. See “Description of the Certificates—Fees and Expenses” and “The Pooling and Servicing Agreement—The Primary Special Servicer” in this information circular.

In addition, subject to the conditions described under “The Pooling and Servicing Agreement—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties” in this information circular, each directing certificateholder may remove the Primary Special Servicer or the Backup Special Servicer with respect to the applicable Loan Group with or without cause, and appoint a successor Primary Special Servicer or Backup Special Servicer for such Loan Group chosen by it without the consent of the holders of any other certificates, the trustee, the certificate administrator or the master servicer, but with the approval of Freddie Mac, which approval may not be unreasonably withheld. Also, if an Affiliated Borrower Special Servicer Loan Event occurs with respect to the Primary Special Servicer or the Backup Special Servicer (in the case of the Backup Special Servicer, solely if it is then acting as the special servicer with respect to the related underlying mortgage loan), as applicable, the Pooling and Servicing Agreement requires that the Primary Special Servicer or the Backup Special Servicer, as applicable, promptly resign as the Primary Special Servicer or the Backup Special Servicer, as applicable, of the related Affiliated Borrower Special Servicer Loan and, in the case where such Affiliated Borrower Special Servicer Loan is not an Affiliated Borrower Loan, the applicable directing certificateholder will have the right to select the successor Affiliated Borrower Special Servicer to act as the Primary Special Servicer or the Backup Special Servicer, as applicable, with respect to such Affiliated Borrower Special Servicer Loan, in accordance with the requirements of the Pooling and Servicing Agreement. See “The Pooling and Servicing Agreement—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties—Resignation of the Master Servicer, the Primary Special Servicer or the Backup Special Servicer” and “—Removal of the Master Servicer, the Primary Special Servicer, the Backup Special Servicer and any Sub-Servicer.” In the absence of significant losses on the underlying mortgage loans, each directing certificateholder will be a holder of a non-offered class of certificates in the related Certificate Group. Each directing certificateholder is therefore likely to have interests that conflict with those of the holders of the offered certificates. In addition, each directing certificateholder or an affiliate may also be a certificateholder, including such directing certificateholder, of a securitization holding one or more of the Senior Loans. As holder of a certificate secured by an interest in a Senior Loan, each directing certificateholder or such affiliate may make decisions that are in the best interests of a holder of the Senior Loan and not in the best interests of a holder of the underlying mortgage loan. See “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholders” in this information circular.

You May Be Bound by the Actions of Other Certificateholders. In some circumstances, the consent or approval of the holders of a specified percentage of the certificates will be required in order to direct, consent to or approve certain actions, including amending the Pooling and Servicing Agreement. In these cases, this consent or approval will be sufficient to bind all holders of certificates.

The Volatile Economy and Credit Disruptions May Adversely Affect the Value and Liquidity of Your Investment. In recent years, the real estate and securitization markets, including the market for commercial and multifamily mortgage-backed securities (“CMBS”), as well as global financial markets and the economy generally, experienced significant dislocations, illiquidity and volatility and thus affected the values of such CMBS. We cannot assure you that another dislocation in CMBS will not occur.

Any economic downturn may adversely affect the financial resources of borrowers and may result in the inability of borrowers to make principal and interest payments on, or to refinance, their underlying mortgage loans when due or to sell their mortgaged real properties for an amount sufficient to pay off such underlying mortgage loans when due. In the event of default by any borrower, the issuing entity may suffer a partial or total loss with respect to the related underlying mortgage loan. Any delinquency or loss on any underlying mortgage loan would have an adverse effect on the distributions of principal and interest received by certificateholders.

Other Events or Circumstances May Affect the Value and Liquidity of Your Investment. The value and liquidity of your investment in the certificates may be affected by general economic conditions and financial markets, as well as the following events or circumstances:

- wars, revolts, terrorist attacks, armed conflicts, energy supply or price disruptions, political crises, natural disasters, civil unrest and/or protests and man-made disasters may have an adverse effect on the mortgaged real properties and/or the certificates;
- defaults on the underlying mortgage loans may occur in large concentrations over a period of time, which might result in rapid declines in the value of the certificates;
- the values of the mortgaged real properties may have declined since the related underlying mortgage loans were originated and may decline following the issuance of the certificates and such declines may be substantial and occur in a relatively short period following the issuance of the certificates; and such declines may occur for reasons largely unrelated to the circumstances of the particular mortgaged real property;
- if the underlying mortgage loans in the related Loan Group default, then the yield on your investment may be substantially reduced notwithstanding that Liquidation Proceeds may be sufficient to result in the repayment of the principal of and accrued interest on the offered certificates; an earlier than anticipated repayment of principal (even in the absence of losses) in the event of a default in advance of the maturity date would tend to shorten the weighted average period during which you earn interest on your investment; and a later than anticipated repayment of principal (even in the absence of losses) in the event of a default upon the maturity date would tend to delay your receipt of principal and the interest on your investment may be insufficient to compensate you for that delay;
- even if Liquidation Proceeds received on Defaulted Loans are sufficient to cover the principal and accrued interest on those underlying mortgage loans in the related Loan Group, the related Certificate Group may experience losses in the form of special servicing fees and other expenses, and you may bear losses as a result, or your yield may be adversely affected by such losses;
- the time periods to resolve Defaulted Loans may be long, and those periods may be further extended because of borrower bankruptcies and related litigation; this may be especially true in the case of loans made to borrowers that have, or whose affiliates have, substantial debts other than the underlying mortgage loan, including related senior, subordinate or mezzanine financing;
- trading activity associated with indices of CMBS may drive spreads on those indices wider than spreads on CMBS, thereby resulting in a decrease in the value of such CMBS, including the offered certificates, and spreads on those indices may be affected by a variety of factors, and may or may not be affected for reasons involving the commercial and multifamily real estate markets and may be affected for reasons that are unknown and cannot be discerned;
- if you determine to sell the certificates, you may be unable to do so or you may be able to do so only at a substantial discount from the price you paid; this may be the case for reasons unrelated to the then-current performance of the certificates or the underlying mortgage loans; and this may be the case within a relatively short period following the issuance of the certificates; and
- even if CMBS are performing as anticipated, the value of such CMBS in the secondary market may nevertheless decline as a result of a deterioration in general market conditions for other asset-backed securities or structured products, and you may be required to report declines in the value of the certificates, and/or record losses, on your financial statements or regulatory or supervisory reports, and/or repay or post additional collateral for any secured financing, hedging arrangements or other financial transactions that you are entering into that are backed by or make reference to the certificates, in each case as if the certificates were to be sold immediately.

Legal and Regulatory Provisions Affecting Investors Could Adversely Affect the Liquidity of Your Investment. We make no representation as to the proper characterization of the certificates for legal investment, financial institution regulatory, financial reporting or other purposes, as to the ability of particular investors to purchase the certificates under applicable legal investment or other restrictions or as to the consequences of an investment in the certificates for such purposes or under such restrictions. Changes in federal banking and securities

laws and other laws and regulations may have an adverse effect on issuers, investors, or other participants in the asset-backed securities markets including the CMBS market. While the general effects of such changes are uncertain, regulatory or legislative provisions applicable to certain investors may have the effect of limiting or restricting their ability to hold or acquire CMBS, which in turn may adversely affect the ability of investors in the certificates who are not subject to those provisions to resell their certificates in the secondary market. For example:

- Investors should be aware of the risk retention and due diligence requirements in Europe (the “EU Risk Retention and Due Diligence Requirements”) which apply to European Economic Area (“EEA”) credit institutions, authorized alternative investment fund managers, investment firms and insurance and reinsurance undertakings. Among other things, such requirements restrict an investor who is subject to the EU Risk Retention and Due Diligence Requirements from investing in securitizations unless: (i) the originator, sponsor or original lender in respect of the relevant securitization has explicitly disclosed that it will retain, on an on-going basis, a net economic interest of not less than 5% in respect of certain specified credit risk tranches or securitized exposures; and (ii) such investor is able to demonstrate that they have undertaken certain due diligence in respect of various matters including but not limited to its securities position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a punitive capital charge on the securities acquired by the relevant investor.
- Effective on January 1, 2019, the current EU Risk Retention and Due Diligence Requirements will be replaced by those contained in EU Regulation (EU) 2017/2402 (“Securitization Regulation”). You should be aware that there are material differences between the current EU Risk Retention and Due Diligence Requirements and those in the Securitization Regulation. The Securitization Regulation will, among other things, apply also to (a) undertakings for collective investment in transferrable securities regulated pursuant to Directive (EU) 2009/65/EC and the management companies thereof (together, “UCITS”), and (b) institutions for occupational retirement provision falling within the scope of Directive (EU) 2016/2341 (subject to certain exceptions), and certain investment managers and authorized entities appointed by such institutions (together, “IORPs”). With regard to a securitization in respect of which the relevant securities are issued prior to January 1, 2019 (a “Pre-2019 Securitization”), as is the case with the certificates, affected investors will continue to be subject to the current investment restrictions and due diligence requirements (and will not be subject to the provisions of the Securitization Regulation in that respect), including on and after that date. However, the Securitization Regulation makes no express provision as to the application of any investment restrictions or due diligence requirements, whether under the current requirements or under the Securitization Regulation, to UCITS or IORPs that hold or acquire any interest in respect of a Pre-2019 Securitization; and, accordingly, it is not known what requirements (if any) may be applicable to them. Certain aspects of the Securitization Regulation will be supplemented by regulatory technical standards that have not been published or that have only been published in draft form and are not yet final. Prospective investors are themselves responsible for monitoring and assessing changes to the EU Risk Retention and Due Diligence Requirements and their regulatory capital requirements. None of Freddie Mac, the depositor, their respective affiliates or any other person intends to retain a material net economic interest in the securitization constituted by the issue of the certificates in accordance with the EU Risk Retention and Due Diligence Requirements or to take any other action that may be required by EEA-regulated investors for the purposes of their compliance with the EU Risk Retention and Due Diligence Requirements. Consequently, the certificates are not a suitable investment for EEA credit institutions, investment firms or the other types of EEA-regulated investors mentioned above. As a result, the price and liquidity of the certificates in the secondary market may be adversely affected. EEA-regulated investors are encouraged to consult with their own investment and legal advisors regarding the suitability of the certificates for investment.
- No party to this transaction will retain credit risk in this transaction in a form or an amount pursuant to the terms of the U.S. credit risk retention rule (12 C.F.R. Part 1234). See “Description of the Mortgage Loan Seller and Guarantor—Credit Risk Retention” in this information circular.
- Recent changes in federal banking and securities laws, including those resulting from the Dodd-Frank Act enacted in the United States, may have an adverse effect on issuers, investors, or other participants in the asset-backed securities markets. In particular, new capital regulations were issued by the U.S. banking regulators in July 2013; these regulations implement the increased capital requirements established under

the Basel Accord and are being phased in over time. These new capital regulations eliminate reliance on credit ratings and otherwise alter, and in most cases increase, the capital requirements imposed on depository institutions and their holding companies, including with respect to ownership of asset-backed securities such as CMBS. Further changes in capital requirements have been announced by the Basel Committee on Banking Supervision and it is uncertain when such changes will be implemented in the United States. When fully implemented in the United States, these changes may have an adverse effect with respect to investments in asset-backed securities, including CMBS. As a result of these regulations, investments in CMBS, such as the certificates, by financial institutions subject to bank capital regulations may result in greater capital charges to these financial institutions and these new regulations may otherwise adversely affect the treatment of CMBS for their regulatory capital purposes.

- The Financial Accounting Standards Board has adopted changes to the accounting standards for structured products. These changes, or any future changes, may affect the accounting for entities such as the issuing entity, could under certain circumstances require an investor or its owner generally to consolidate the assets of the issuing entity in its financial statements and record third parties' investments in the issuing entity as liabilities of that investor or owner or could otherwise adversely affect the manner in which the investor or its owner must report an investment in CMBS for financial reporting purposes.

Accordingly, all investors whose investment activities are subject to legal investment laws and regulations, regulatory capital requirements or review by regulatory authorities should consult with their own legal, accounting and other advisors in determining whether, and to what extent, the certificates will constitute legal investments for them or are subject to investment or other restrictions, unfavorable accounting treatment, capital charges or reserve requirements.

The Prospective Performance of the Mortgage Loans Included in the Issuing Entity Should Be Evaluated Separately from the Performance of the Mortgage Loans in Any of Our Other Trusts. While there may be certain common factors affecting the performance and value of income-producing real properties in general, those factors do not apply equally to all income-producing real properties and, in many cases, there are unique factors that will affect the performance and/or value of a particular income-producing real property. Moreover, the effect of a given factor on a particular mortgaged real property will depend on a number of variables, including but not limited to property type, geographic location, competition, sponsorship and other characteristics of the property and the related underlying mortgage loan. Each income-producing mortgaged real property represents a separate and distinct business venture and, as a result each underlying mortgage loan requires a unique underwriting analysis. Furthermore, economic and other conditions affecting mortgaged real properties, whether worldwide, national, regional or local, vary over time. The performance of a pool of mortgage loans originated and outstanding under a given set of economic conditions may vary significantly from the performance of an otherwise comparable mortgage pool originated and outstanding under a different set of economic conditions. In addition, all of the underlying mortgage loans are related to first-lien and in some cases also second-lien and third-lien Senior Loans secured by the same mortgaged real property. All of those Senior Loans were securitized in prior Freddie Mac-sponsored securitizations. Investors should evaluate the underlying mortgage loans independently from the performance of mortgage loans (including any related Senior Loans) underlying any other series of certificates.

The Market Value of the Certificates Will Be Sensitive to Factors Unrelated to the Performance of the Certificates and the Underlying Mortgage Loans. The market value of the certificates can decline even if the certificates and the underlying mortgage loans in the related Loan Group are performing at or above your expectations. The market value of the certificates will be sensitive to fluctuations in current interest rates. However, a change in the market value of the certificates as a result of an upward or downward movement in current interest rates may not equal the change in the market value of the certificates as a result of an equal but opposite movement in interest rates.

The market value of the certificates will also be influenced by the supply of and demand for CMBS generally. The supply of CMBS will depend on, among other things, the amount of commercial and multifamily mortgage loans, whether newly originated or held in portfolio, that are available for securitization. A number of factors will affect investors' demand for CMBS, including—

- the availability of alternative investments that offer high yields or are perceived as being a better credit risk, having a less volatile market value or being more liquid;

- legal and other restrictions that prohibit a particular entity from investing in CMBS or limit the amount or types of CMBS that it may acquire;
- investors' perceptions regarding the commercial and multifamily real estate markets which may be adversely affected by, among other things, a decline in real estate values or an increase in defaults and foreclosures on mortgage loans secured by income-producing properties; and
- investors' perceptions regarding the capital markets in general, which may be adversely affected by political, social and economic events completely unrelated to the commercial and multifamily real estate markets.

If you decide to sell the certificates, you may have to sell at a discount from the price you paid for reasons unrelated to the performance of the certificates or the underlying mortgage loans in the related Loan Group. Pricing information regarding the certificates may not be generally available on an ongoing basis.

The Certificates Will Not Be Rated. We have not engaged any NRSRO to rate any class of certificates. The absence of ratings may adversely affect the ability of an investor to purchase or retain, or otherwise impact the liquidity, market value and regulatory characteristics of, the certificates. If your investment activities are subject to legal investment laws and regulations, regulatory capital requirements or review by regulatory authorities, then you may be subject to restrictions on investment in the certificates. You should consult your own legal advisors for assistance in determining the suitability of and consequences to you of the purchase, ownership and sale of the certificates.

Risks Related to the Mortgage Loan Seller, the Guarantor and the Initial Master Servicer

The Conservator May Repudiate Freddie Mac's Contracts, Including Its Guarantee and Other Obligations Related to the Offered Certificates. On September 6, 2008, the Federal Housing Finance Agency ("FHFA") was appointed Freddie Mac's conservator by the FHFA director. See "Description of the Mortgage Loan Seller and Guarantor—Freddie Mac Conservatorship" in this information circular. The conservator has the right to transfer or sell any asset or liability of Freddie Mac, including its guarantee obligation, without any approval, assignment or consent. If the conservator were to transfer Freddie Mac's guarantee obligation to another party, holders of the offered certificates would have to rely on that party for the satisfaction of the guarantee obligation and would be exposed to the credit risk of that party. Freddie Mac is also the mortgage loan seller and as such has certain obligations to repurchase underlying mortgage loans in the event of material breaches of certain representations or warranties. In addition, the mortgage loan seller will be obligated, in connection with certain partial condemnations, to use commercially reasonable efforts to cause the related borrower to pay down the underlying mortgage loan, and may also use its own funds to pay down the underlying mortgage loan. If the conservator were to transfer Freddie Mac's obligations as mortgage loan seller to another party, holders of the certificates would have to rely on that party for satisfaction of the repurchase obligation or obligation to use commercially reasonable efforts to cause the related borrower to pay down such underlying mortgage loan and would be exposed to credit risk of that party. Freddie Mac is also the master servicer and as such is obligated to service the underlying mortgage loans that are not Specially Serviced Mortgage Loans. If the conservator were to transfer Freddie Mac's obligations as master servicer to another party, holders of the certificates would have to rely on that party to service the underlying mortgage loans and to rely on the successor to the mortgage loan seller's obligations to use commercially reasonable efforts to cause the borrowers to pay down the related underlying mortgage loans.

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

On February 11, 2011, the Obama Administration delivered a report to Congress that lays out the Administration's plan to reform the U.S. housing finance market, including options for structuring the government's long-term role in a housing finance system in which the private sector is the dominant provider of mortgage credit. The report recommends winding down Freddie Mac and Fannie Mae, stating that the Administration will work with FHFA to determine the best way to responsibly reduce the role of Freddie Mac and Fannie Mae in the market and ultimately wind down both institutions. The report recommends using a combination of policy levers to wind down

Freddie Mac and Fannie Mae, shrink the government's footprint in housing finance, and help bring private capital back to the mortgage market, including: (i) increasing guarantee fees; (ii) increasing private capital ahead of Freddie Mac and Fannie Mae guarantees and phasing in a 10% down payment requirement; (iii) reducing conforming loan limits; and (iv) winding down Freddie Mac and Fannie Mae's investment portfolios.

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

On January 20, 2017, a new presidential administration took office. We have no ability to predict what regulatory and legislative policies or actions the new presidential administration will pursue with respect to Freddie Mac.

FHFA Could Terminate the Conservatorship by Placing Freddie Mac into Receivership, Which Could Adversely Affect the Freddie Mac Guarantee. Under the Federal Housing Finance Regulatory Reform Act (the "Reform Act"), FHFA must place Freddie Mac into receivership if FHFA determines in writing that Freddie Mac's assets are less than its obligations for a period of 60 days. FHFA has notified Freddie Mac that the measurement period for any mandatory receivership determination with respect to Freddie Mac's assets and obligations would commence no earlier than the SEC public filing deadline for its quarterly or annual financial statements and would continue for 60 calendar days after that date. FHFA has also advised Freddie Mac that, if, during that 60-day period, Freddie Mac receives funds from the U.S. Department of the Treasury ("Treasury") in an amount at least equal to the deficiency amount under the senior preferred stock purchase agreement between FHFA, as Conservator of Freddie Mac, and Treasury (as amended, the "Purchase Agreement"), the Director of FHFA will not make a mandatory receivership determination.

In addition, Freddie Mac could be put into receivership at the discretion of the Director of FHFA at any time for other reasons, including conditions that FHFA has already asserted existed at the time Freddie Mac was placed into conservatorship. These include: a substantial dissipation of assets or earnings due to unsafe or unsound practices; the existence of an unsafe or unsound condition to transact business; an inability to meet its obligations in the ordinary course of business; a weakening of its condition due to unsafe or unsound practices or conditions; critical undercapitalization; the likelihood of losses that will deplete substantially all of its capital; or by consent. A receivership would terminate the conservatorship. The appointment of FHFA (or any other entity) as Freddie Mac's receiver would terminate all rights and claims that its creditors may have against Freddie Mac's assets or under its charter arising as a result of their status as creditors, other than the potential ability to be paid upon Freddie Mac's liquidation. Unlike a conservatorship, the purpose of which is to conserve Freddie Mac's assets and return it to a sound and solvent condition, the purpose of a receivership is to liquidate Freddie Mac's assets and resolve claims against Freddie Mac.

In the event of a liquidation of Freddie Mac's assets, there can be no assurance that there would be sufficient proceeds to pay the secured and unsecured claims of the company, repay the liquidation preference of any series of its preferred stock or make any distribution to the holders of its common stock. To the extent that Freddie Mac is placed in receivership and does not or cannot fulfill its guarantee or other contractual obligations to the holders of its mortgage-related securities, including the certificates, such holders could become unsecured creditors of Freddie Mac with respect to claims made under Freddie Mac's guarantee or its other contractual obligations.

As receiver, FHFA could repudiate any contract entered into by Freddie Mac prior to its appointment as receiver if FHFA determines, in its sole discretion, that performance of the contract is burdensome and that repudiation of the contract promotes the orderly administration of Freddie Mac's affairs. The Reform Act requires that any exercise by FHFA of its right to repudiate any contract occur within a reasonable period following its appointment as receiver.

If FHFA, as receiver, were to repudiate Freddie Mac's guarantee obligations, the receivership estate would be liable for actual direct compensatory damages as of the date of receivership under the Reform Act. Any such liability could be satisfied only to the extent that Freddie Mac's assets were available for that purpose.

Moreover, if Freddie Mac's guarantee obligations were repudiated, payments of principal and/or interest to the holders of the offered certificates would be reduced in the event of any borrower's late payment or failure to pay or a servicer's failure to remit borrower payments into the issuing entity or advance borrower payments. Any actual direct compensatory damages owed as a result of the repudiation of Freddie Mac's guarantee obligations may not be sufficient to offset any shortfalls experienced by the holders of the offered certificates.

During a receivership, certain rights of the holders of the offered certificates under the Pooling and Servicing Agreement and mortgage loan purchase agreement may not be enforceable against FHFA, or enforcement of such rights may be delayed.

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

If Freddie Mac is placed into receivership and does not or cannot fulfill its guarantee obligations or other contractual obligations under the Pooling and Servicing Agreement, holders of the certificates could become unsecured creditors of Freddie Mac with respect to claims made under its guarantee or other contractual obligations.

CAPITALIZED TERMS USED IN THIS INFORMATION CIRCULAR

From time to time we use capitalized terms in this information circular. A capitalized term used throughout this information circular will have the meaning assigned to it in the "Glossary" to this information circular.

FORWARD-LOOKING STATEMENTS

This information circular includes the words "expects," "intends," "anticipates," "likely," "estimates," and similar words and expressions. These words and expressions are intended to identify forward-looking statements. Any forward-looking statements are made subject to risks and uncertainties that could cause actual results to differ materially from those stated. These risks and uncertainties include, among other things, declines in general economic and business conditions, increased competition, changes in demographics, changes in political and social conditions, regulatory initiatives and changes in customer preferences, many of which are beyond our control and the control of any other person or entity related to this offering. The forward-looking statements made in this information circular are accurate as of the date stated on the cover of this information circular. We have no obligation to update or revise any forward-looking statement.

DESCRIPTION OF THE ISSUING ENTITY

The entity issuing the certificates will be FREMF 2018-KJ22 Mortgage Trust, which we refer to in this information circular as the “issuing entity.” The issuing entity is a New York common law trust that will be formed on the Closing Date pursuant to the Pooling and Servicing Agreement. The only activities that the issuing entity may perform are those set forth in the Pooling and Servicing Agreement, which are generally limited to owning and administering the underlying mortgage loans and any REO Property, disposing of Defaulted Loans and REO Property, issuing the certificates and making distributions and providing reports to certificateholders. Accordingly, the issuing entity may not issue securities other than the certificates, or invest in securities, other than investment of funds in certain accounts maintained under the Pooling and Servicing Agreement in certain short-term, high-quality investments. The issuing entity may not lend or borrow money, except that the master servicer or the trustee may make advances to the issuing entity or to cure a default on a Senior Loan or Junior Loan only to the extent it deems such advances to be recoverable from the related underlying mortgage loan. Such advances are intended to be in the nature of a liquidity, rather than a credit facility. The Pooling and Servicing Agreement may be amended as set forth under “The Pooling and Servicing Agreement—Amendment” in this information circular. The issuing entity administers the underlying mortgage loans through the master servicer and the special servicer. A discussion of the duties of the servicers, including any discretionary activities performed by each of them, is set forth under “The Pooling and Servicing Agreement” in this information circular.

The only assets of the issuing entity other than the underlying mortgage loans and any REO Properties are certain accounts maintained pursuant to the Pooling and Servicing Agreement, the obligations of Freddie Mac pursuant to the Freddie Mac Guarantee and the short-term investments in which funds in the collection accounts and other accounts are invested. The issuing entity has no present liabilities, but has potential liability relating to ownership of the underlying mortgage loans and any REO Properties, and indemnity obligations to the trustee, the custodian, the certificate administrator, the master servicer, the special servicer and Freddie Mac (in its capacity as servicing consultant). The fiscal year of the issuing entity is the calendar year. The issuing entity has no executive officers or board of directors. It acts through the trustee, the custodian, the certificate administrator, the master servicer and the special servicer.

The depositor is contributing the underlying mortgage loans to the issuing entity. The depositor is purchasing the underlying mortgage loans from the mortgage loan seller pursuant to a mortgage loan purchase agreement, as described in “Summary of Information Circular—The Underlying Mortgage Loans—Source of the Underlying Mortgage Loans” and “Description of the Underlying Mortgage Loans—Representations and Warranties” in this information circular.

As a common-law trust, it is anticipated that the issuing entity would not be subject to the Bankruptcy Code. In connection with the sale of the underlying mortgage loans from the depositor to the issuing entity, a legal opinion is required to be rendered to the effect that if the depositor were to become a debtor in a case under the Bankruptcy Code, a federal bankruptcy court, which acted reasonably and correctly applied the law to the facts as set forth in such legal opinion after full consideration of all relevant factors, would hold that the transfer of the underlying mortgage loans from the depositor to the issuing entity was a true sale rather than a pledge such that (i) the underlying mortgage loans, and payments under the underlying mortgage loans and identifiable proceeds from the underlying mortgage loans would not be property of the estate of the depositor under Section 541(a)(1) of the Bankruptcy Code and (ii) the automatic stay arising pursuant to Section 362(a) of the Bankruptcy Code upon the commencement of a bankruptcy case of the depositor is not applicable to payments on the certificates. This legal opinion is based on numerous assumptions, and we cannot assure you that all of such assumed facts are true, or will continue to be true. Moreover, we cannot assure you that a court would rule as anticipated in this legal opinion.

The issuing entity will be relying on an exclusion or exemption under the Investment Company Act contained in Section 3(c)(5) of the Investment Company Act or Rule 3a-7 under the Investment Company Act, although there may be additional exclusions or exemptions available to the issuing entity. Accordingly, the issuing entity is being structured so as not to constitute a “covered fund” for purposes of Section 619 of the Dodd-Frank Act (such statutory provision, together with the implementing regulations, the “Volcker Rule”). The Volcker Rule generally prohibits “banking entities” (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring a “covered fund” and (iii) entering into certain relationships with such funds. Under the Volcker Rule, unless otherwise jointly determined

otherwise by specified federal regulators, a “covered fund” does not include an issuer that may rely on an exclusion or exemption from the definition of “investment company” under the Investment Company Act other than the exclusions contained in Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act. The general effects of the Volcker Rule remain uncertain. Any prospective investor in the certificates, including a U.S. or foreign bank or a subsidiary or other bank affiliate, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule.

There are no legal proceedings pending against the issuing entity that are material to the certificateholders.

DESCRIPTION OF THE DEPOSITOR

The depositor is Banc of America Merrill Lynch Commercial Mortgage Inc., a Delaware corporation. The depositor is an affiliate of Merrill Lynch, Pierce, Fenner & Smith Incorporated, which will be the initial purchaser of the class B-FL and B-FX certificates, is one of the placement agents for the SPCs and is expected to purchase a portion of the class A-FL SPCs. The depositor maintains its principal office at One Bryant Park, New York, New York 10036. Its telephone number is (704) 386-5478. The depositor does not have, nor is it expected in the future to have, any significant assets or liabilities.

The depositor will have minimal ongoing duties with respect to the offered certificates and the underlying mortgage loans. The depositor’s duties pursuant to the Pooling and Servicing Agreement include, without limitation, the duty to appoint a successor trustee or certificate administrator in the event of the resignation or removal of the trustee or the certificate administrator, to provide information in its possession to the certificate administrator to the extent necessary to perform REMIC tax administration and to indemnify the trustee, the certificate administrator, the master servicer, the Primary Special Servicer, the Backup Special Servicer, the custodian, Freddie Mac and the issuing entity for any liability, assessment or costs arising from its willful misconduct, bad faith, fraud or negligence in providing such information. The depositor is required under the certificate purchase agreement relating to the offered certificates to indemnify Freddie Mac for certain liabilities.

Under the Pooling and Servicing Agreement, the depositor and various related persons and entities will be entitled to be indemnified by the issuing entity for certain losses and liabilities incurred by the depositor as described in “The Pooling and Servicing Agreement—Certain Indemnities” in this information circular.

There are no legal proceedings pending against the depositor that are material to the certificateholders.

Neither we nor any of our affiliates will guarantee any of the underlying mortgage loans. Furthermore, no governmental agency or instrumentality will guarantee or insure any of the underlying mortgage loans.

DESCRIPTION OF THE MORTGAGE LOAN SELLER AND GUARANTOR

The Mortgage Loan Seller and Guarantor

All of the underlying mortgage loans were sold to us by Freddie Mac, the mortgage loan seller. The underlying mortgage loans in the Floating Loan Group were originated by one of CBRE Capital Markets, Inc. and Walker & Dunlop, LLC and the underlying mortgage loans in the Fixed Loan Group were originated by one of Berkadia Commercial Mortgage LLC, Berkeley Point Capital LLC, Capital One Multifamily Finance, LLC, CBRE Capital Markets, Inc., Grandbridge Real Estate Capital LLC, Holliday Fenoglio Fowler, L.P., Hunt Mortgage Partners, LLC, Jones Lang LaSalle Multifamily, LLC, KeyBank National Association, NorthMarq Capital, LLC, PGIM Real Estate Finance, LLC, PNC Bank, National Association, Prudential Affordable Mortgage Company, LLC, Walker & Dunlop, LLC and Wells Fargo Bank, National Association (collectively, with the originators of the underlying mortgage loans in the Floating Loan Group, the “Originators”). Each underlying mortgage loan was acquired and re-underwritten by the mortgage loan seller.

Freddie Mac is one of the largest participants in the U.S. mortgage market. Freddie Mac is a stockholder-owned government-sponsored enterprise chartered by Congress on July 24, 1970 under the Freddie Mac Act to stabilize residential mortgage markets in the United States and expand opportunities for homeownership and affordable rental housing.

Freddie Mac's statutory purposes are:

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

Freddie Mac fulfills the requirements of its charter by purchasing residential mortgages and mortgage-related securities in the secondary mortgage market and securitizing such mortgages into mortgage-related securities for its mortgage-related investment portfolio. It also purchases multifamily residential mortgages in the secondary mortgage market and holds these loans either for investment or sale. Freddie Mac finances the purchases of its mortgage-related securities and mortgage loans, and manages its interest-rate and other market risks, primarily by issuing a variety of debt instruments and entering into derivative contracts in the capital markets. Although it is chartered by Congress, Freddie Mac is solely responsible for making payments on its obligations. Neither the U.S. government nor any agency or instrumentality of the U.S. government other than Freddie Mac guarantees its obligations.

Freddie Mac Conservatorship

Freddie Mac continues to operate under the conservatorship that commenced on September 6, 2008, conducting its business under the direction of the FHFA, Freddie Mac's conservator (the "Conservator"). FHFA was established under the Reform Act. Prior to the enactment of the Reform Act, HUD had general regulatory authority over Freddie Mac, including authority over Freddie Mac's affordable housing goals and new programs. Under the Reform Act, FHFA now has general regulatory authority over Freddie Mac, though HUD still has authority over Freddie Mac with respect to fair lending.

Upon its appointment, FHFA, as Conservator, immediately succeeded to all rights, titles, powers and privileges of Freddie Mac and of any stockholder, officer or director of Freddie Mac with respect to Freddie Mac and its assets, and succeeded to the title to all books, records and assets of Freddie Mac held by any other legal custodian or third party. During the conservatorship, the Conservator has delegated certain authority to Freddie Mac's Board of Directors to oversee, and to Freddie Mac's management to conduct, day-to-day operations so that Freddie Mac can continue to operate in the ordinary course of business. There is significant uncertainty as to whether or when Freddie Mac will emerge from conservatorship, as it has no specified termination date, and as to what changes may occur to Freddie Mac's business structure during or following conservatorship, including whether Freddie Mac will continue to exist. While Freddie Mac is not aware of any current plans of its Conservator to significantly change its business structure in the near term, there are likely to be significant changes beyond the near-term that will be decided by Congress and the new presidential administration that took office on January 20, 2017. We have no ability to predict what regulatory and legislative policies or actions the new presidential administration will pursue with respect to Freddie Mac.

To address deficits in Freddie Mac's net worth, FHFA, as Conservator, entered into the Purchase Agreement with Treasury, and (in exchange for an initial commitment fee of senior preferred stock and warrants to purchase common stock) Treasury made a commitment to provide funding, under certain conditions. Freddie Mac is dependent upon the continued support of Treasury and FHFA in order to continue operating its business. Freddie Mac's ability to access funds from Treasury under the Purchase Agreement is critical to keeping it solvent and avoiding appointment of a receiver by FHFA under statutory mandatory receivership provisions.

On February 11, 2011, the Obama Administration delivered a report to Congress that lays out the Administration's plan to reform the U.S. housing finance market, including options for structuring the government's long-term role in a housing finance system in which the private sector is the dominant provider of mortgage credit.

The report recommends winding down Freddie Mac and Fannie Mae, stating that the Administration will work with FHFA to determine the best way to responsibly reduce the role of Freddie Mac and Fannie Mae in the market and ultimately wind down both institutions. The report states that these efforts must be undertaken at a deliberate pace, which takes into account the impact that these changes will have on borrowers and the housing market.

The report states that the government is committed to ensuring that Freddie Mac and Fannie Mae have sufficient capital to perform under any guarantees issued now or in the future and the ability to meet any of their debt obligations, and further states that the Administration will not pursue policies or reforms in a way that would impair the ability of Freddie Mac and Fannie Mae to honor their obligations. The report states the Administration's belief that under the companies' senior preferred stock purchase agreements with Treasury, there is sufficient funding to ensure the orderly and deliberate wind down of Freddie Mac and Fannie Mae, as described in the Administration's plan.

Additional information regarding the conservatorship, the Purchase Agreement and other matters concerning Freddie Mac is available in the annual reports on Form 10-K, quarterly reports on Form 10-Q and other reports filed with the SEC by Freddie Mac.

Proposed Operation of Multifamily Mortgage Business on a Stand-Alone Basis

Legislation has been proposed in Congress that, if passed into law, would require Freddie Mac to transition its multifamily operations to a stand-alone entity. Because proposed legislation ultimately may not be passed into law or may be changed before it is passed into law, it is uncertain whether Freddie Mac will be required to transition its multifamily operations to a stand-alone entity by such proposed legislation or any other method.

If Freddie Mac were to transition its multifamily operations to one or more stand-alone entities, such entities may be entitled to exercise the rights and perform the obligations of Freddie Mac under the Pooling and Servicing Agreement, the mortgage loan purchase agreement and other transaction documents. However, Freddie Mac's obligations under the Freddie Mac Guarantee and as mortgage loan seller would continue to be the obligations of Freddie Mac in its capacity as Guarantor of the Guaranteed Certificates and mortgage loan seller, respectively.

Litigation Involving the Mortgage Loan Seller and Guarantor

For more information on Freddie Mac's involvement as a party to various legal proceedings, see the annual reports on Form 10-K, quarterly reports on Form 10-Q and other reports filed with the SEC by Freddie Mac.

Credit Risk Retention

Freddie Mac, as sponsor of this securitization transaction, will not retain risk pursuant to provisions of FHFA's Credit Risk Retention Rule (12 C.F.R. Part 1234) (the "Rule") because FHFA, as Conservator and in furtherance of the goals of the conservatorship, has determined to exercise authority under Section 1234.12(f)(3) of the Rule to sell or otherwise hedge the credit risk that Freddie Mac would be required to retain and has instructed Freddie Mac to take such action necessary to effect this outcome. Freddie Mac also will not rely on a third party purchaser to retain risk pursuant to the Rule, as may otherwise be permitted under Section 1234.7 (Commercial mortgage-backed securities). As a result, no party will retain risk with respect to this transaction in a form or an amount pursuant to the terms of the Rule. Although Freddie Mac will not be retaining risk pursuant to the Rule as a result of FHFA instructions, it may elect to retain, to the extent permitted by FHFA, some portion of the certificates.

Mortgage Loan Purchase and Servicing Standards of the Mortgage Loan Seller

General. Any mortgage loans that Freddie Mac purchases must satisfy the mortgage loan purchase standards that are contained in the Freddie Mac Act. These standards require Freddie Mac to purchase mortgage loans of a quality, type and class that meet generally the purchase standards imposed by private institutional mortgage loan investors. This means the mortgage loans must be readily marketable to institutional mortgage loan investors.

The Guide. In addition to the standards in the Freddie Mac Act, which Freddie Mac cannot change, Freddie Mac has established its own multifamily mortgage loan purchase standards, appraisal guidelines and servicing policies and procedures. These are in Freddie Mac's Multifamily Seller/Service Guide which can be accessed by subscribers

at www.allregs.com (the “Guide”). Forms of Freddie Mac’s current loan documents can be found on Freddie Mac’s website, <https://mf.freddie.mac.com>. The master servicer, special servicer and any sub-servicer will be required to service the underlying mortgage loans other than REO Loans, REO Properties and Specially Serviced Mortgage Loans pursuant to, among other things, Freddie Mac Servicing Practices, including the Guide, as described in “The Pooling and Servicing Agreement—Servicing Under the Pooling and Servicing Agreement” in this information circular.

Freddie Mac may waive or modify its mortgage loan purchase standards and guidelines and servicing policies and procedures when it purchases any particular mortgage loan or afterward. We have described those changes in this information circular if we believe they will materially change the prepayment behavior of the underlying mortgage loans. Freddie Mac also reserves the right to change its mortgage loan purchase standards, credit, appraisal, underwriting guidelines and servicing policies and procedures at any time. This means that the underlying mortgage loans may not conform at any particular time to all of the provisions of the Guide or Freddie Mac’s mortgage loan purchase documents.

Certain aspects of Freddie Mac’s mortgage loan purchase and servicing guidelines are summarized below. However, this summary is qualified in its entirety by the Guide, any applicable mortgage loan purchase documents, any applicable servicing agreement and any applicable supplemental disclosure.

Mortgage Loan Purchase Standards. Freddie Mac uses mortgage loan information available to it to determine which mortgage loans it will purchase, the prices it will pay for mortgage loans, how to pool the mortgage loans it purchases and which mortgage loans it will retain in its portfolio. The information Freddie Mac uses varies over time, and may include:

- the loan-to-value and debt service coverage ratios of the mortgage loan;
- the strength of the market in which the mortgaged real property is located;
- the strength of the mortgaged real property’s operations;
- the physical condition of the mortgaged real property;
- the financial strength of the borrower and its principals;
- the management experience and ability of the borrower and its principals or the property manager, as applicable; and
- Freddie Mac’s evaluation of and experience with the seller of the mortgage loan.

To the extent allowed by the Freddie Mac Act, Freddie Mac has discretion to determine its mortgage loan purchase standards and whether the mortgage loans it purchases will be securitized or held in its portfolio.

Eligible Sellers, Servicers and Warranties. Freddie Mac approves sellers and servicers of mortgage loans based on a number of factors, including their financial condition, operational capability and mortgage loan origination and servicing experience. The seller or servicer of a mortgage loan need not be the originator of that mortgage loan.

In connection with its purchase of a mortgage loan, Freddie Mac relies on the representations and warranties of the seller with respect to certain matters, as is customary in the secondary market. These warranties cover such matters as:

- the accuracy of the information provided by the borrower;
- the accuracy and completeness of any third party reports prepared by a qualified professional;
- the validity of each mortgage as a first or junior lien, as applicable;
- the timely payments on each mortgage loan at the time of delivery to Freddie Mac;
- the physical condition of the mortgaged real property;
- the accuracy of rent schedules; and

- the originator’s compliance with applicable state and federal laws.

Mortgage Loan Servicing Policies and Procedures. Freddie Mac generally supervises servicing of the mortgage loans according to its written policies, procedures and the Guide. Each servicer must diligently perform all services and duties customary to the servicing of multifamily mortgages and as required by Freddie Mac Servicing Practices, which includes the Guide. These include:

- collecting and posting payments on the mortgage loans;
- investigating delinquencies and defaults;
- analyzing and recommending any special borrower requests, such as requests for assumptions, subordinate financing and partial release;
- submitting monthly electronic remittance reports and annual financial statements obtained from borrowers;
- administering escrow accounts;
- inspecting properties;
- responding to inquiries of borrowers or government authorities; and
- collecting and administering insurance claims.

Servicers service the mortgage loans, either directly or through approved sub-servicers, and receive fees for their services. Freddie Mac monitors the servicer’s performance through periodic and special reports and inspections to ensure it complies with its obligations. A servicer may remit payments to Freddie Mac under various arrangements but these arrangements do not affect the timing of payments to investors. Freddie Mac invests those payments at its own risk and for its own benefit until it passes through the payments to investors. The master servicer and the special servicer will be required to service the underlying mortgage loans other than REO Loans, REO Properties and Specially Serviced Mortgage Loans pursuant to, among other things, the Guide, as described in “The Pooling and Servicing Agreement—Servicing Under the Pooling and Servicing Agreement” in this information circular.

DESCRIPTION OF THE UNDERLYING MORTGAGE LOANS

General

The assets of the issuing entity will consist primarily of 86 junior-lien mortgage loans (comprising two loan groups), secured by junior liens on 84 multifamily properties. The underlying mortgage loans include 4 LIBOR-based floating mortgage interest rate mortgage loans (the “Floating Loan Group”) secured by 3 multifamily properties. The underlying mortgage loans also include 82 fixed rate mortgage loans (the “Fixed Loan Group”, and each of the Floating Loan Group and the Fixed Loan Group, a “Loan Group”) secured by 81 mortgage properties. Each underlying mortgage loan is secured by a mortgaged real property that consists of a single parcel or two or more contiguous or non-contiguous parcels, and we refer to such parcel or parcels collectively as the “mortgaged real property” securing such underlying mortgage loan. We refer to these loans that we intend to include in the issuing entity collectively in this information circular as the “underlying mortgage loans”. The underlying mortgage loans will have an initial principal balance of approximately \$446,939,814 as of the Cut-off Date, subject to a variance of plus or minus 5%. The Floating Loan Group and the Fixed Loan Group will have an initial principal balance of \$18,083,375 and \$428,856,439, respectively, as of the Cut-off Date, in each case subject to a variance of plus or minus 5%.

The Cut-off Date Principal Balance of any underlying mortgage loan is equal to its outstanding principal balance as of the Cut-off Date, after application of all monthly debt service payments due with respect to the underlying mortgage loan on or before that date, whether or not those payments were received. Exhibit A-1 shows the Cut-off Date Principal Balance of each underlying mortgage loan. See Exhibits A-1, A-2 and A-3 for additional statistical information on the underlying mortgage loans, the Loan Groups and the mortgage pool.

Each of the underlying mortgage loans is an obligation of the related borrower to repay a specified sum with interest. Each of the underlying mortgage loans is evidenced by one or more promissory notes and secured by a

mortgage, deed of trust or other similar security instrument that creates a subordinate mortgage lien on the fee and/or leasehold interest of the related borrower or another party in one or more multifamily real properties. That mortgage lien will, in all cases, be a second, third or fourth priority lien subject to certain standard permitted encumbrances and/or any subordinate liens described in this information circular.

Except for certain limited nonrecourse carveouts, each of the underlying mortgage loans is a nonrecourse obligation of the related borrower. In the event of a payment default by the borrower, recourse will be limited to the corresponding mortgaged real property or properties for satisfaction of that borrower's obligations. None of the underlying mortgage loans will be insured or guaranteed by any governmental entity or by any other person.

We provide in this information circular a variety of information regarding the underlying mortgage loans. When reviewing this information, please note that—

- All numerical information provided with respect to the underlying mortgage loans is provided on an approximate basis.
- All weighted average information provided with respect to the underlying mortgage loans reflects a weighting by their respective Cut-off Date Principal Balances.
- In calculating the Cut-off Date Principal Balances of the underlying mortgage loans, we have assumed that—
 1. all scheduled payments of principal and/or interest due on the underlying mortgage loans on or before their respective due dates in November 2018 are timely made; and
 2. there are no prepayments or other unscheduled collections of principal with respect to any underlying mortgage loans during the period from their due dates in October 2018 up to and including November 1, 2018.
- Whenever we refer to the initial Floating Loan Group balance in this information circular, we are referring to the total Cut-off Date Principal Balance of the entire Floating Loan Group.
- Whenever we refer to the initial Fixed Loan Group balance in this information circular, we are referring to the total Cut-off Date Principal Balance of the entire Fixed Loan Group.
- Whenever we refer to the initial mortgage pool balance in this information circular, we are referring to the total Cut-off Date Principal Balance of the entire mortgage pool (*i.e.*, both Loan Groups).
- When information with respect to mortgaged real properties is expressed as a percentage of the initial Fixed Loan Group balance or initial Floating Loan Group balance, the percentages are based on the Cut-off Date Principal Balances of the related underlying mortgage loans.
- The calculations of the related Cut-off Date Loan-to-Value Ratio, the Maturity Loan-to-Value Ratio, the Cut-off Date Balance/Unit and the historical Underwritten Debt Service Coverage Ratios and Underwritten Debt Service Coverage Ratio (IO) include the related Senior Loans and Junior Loans .
- With regard to each underlying mortgage loan, the underwriting information provided in this information circular reflects such information at the time of origination of the most subordinate junior loan on the related mortgaged real property, regardless of whether such mortgage loan is included in the issuing entity.
- 11 underlying mortgage loans in the Fixed Loan Group, secured by the mortgaged real properties identified on Exhibit A-1 as “Residences At Arlington Heights (Third Lien),” “Spring Lake Apartment Homes (Third Lien),” “Lakeview Towers (Third Lien),” “Parc Station (Third Lien),” “Morning Run Apartment Homes (Third Lien),” “Hawthorne Northside (Third Lien),” “The Paramount (Third lien),” “Rosewood Apartments (Third Lien),” “Meadow Ridge Apartments (Third Lien),” “Grandmarc At Austin (Third Lien)” and “Villa Serena Apartments (Third Lien),” collectively representing 13.6% of the initial Fixed Loan Group balance, are each cross-defaulted with a first-lien loan and a second-lien loan secured by the mortgaged real property that also secures such underlying mortgage loan. In addition, 1 underlying mortgage loan in the Fixed Loan Group, secured by the mortgaged real properties identified on Exhibit A-1 as “Boulders At Puget Sound (Fourth Lien),” representing 3.9% of the initial Fixed Loan Group balance, is cross-defaulted

with a first-lien loan, a second-lien loan and a third-lien loan secured by the same mortgaged real property. Such Senior Loans will not be included in the issuing entity.

- 1 group of underlying mortgage loans in the Fixed Loan Group, secured by the mortgaged real properties identified on Exhibit A-1 as “Skyview On The Hudson” and “Skyview On The Hudson (Third Lien),” collectively representing 3.0% of the initial Fixed Loan Group balance, consists of a second-lien loan and a third-lien loan that are secured by the same mortgaged real property and are cross-defaulted with a first-lien loan secured by same mortgaged real property and each other.
- 2 underlying mortgage loans in the Floating Loan Group, secured by the mortgaged real properties identified on Exhibit A-1 as “Jasmine Woodlands (Third Lien)” and “River Oaks (Third Lien),” collectively representing 73.2% of the initial Floating Loan Group balance, are each cross-defaulted with a first-lien loan and a second-lien loan secured by the mortgaged real property that also secures such underlying mortgage loan. Such Senior Loans will not be included in the issuing entity.
- 1 group of underlying mortgage loans in the Floating Loan Group, secured by the mortgaged real properties identified on Exhibit A-1 as “Lennox Flats (Third Lien)” and “Lennox Flats Supplemental (Fourth Lien),” collectively representing 26.8% of the initial Floating Loan Group balance, consists of a third-lien loan and a fourth-lien loan that are secured by the same mortgaged real property and are cross-defaulted with a first-lien loan and a second-lien loan secured by same mortgaged real property and each other.
- Except as described in this information circular as to any related Senior Loans and Junior Loans secured by the same mortgaged real property, none of the underlying mortgage loans are cross-collateralized or cross-defaulted with any other underlying mortgage loan or any mortgage loan that will not be included in the issuing entity.
- Whenever we refer to a particular mortgaged real property by name, we mean the property identified by that name on Exhibit A-1. Whenever we refer to a particular underlying mortgage loan by name, we mean the underlying mortgage loan secured by the mortgaged real property identified by that name on Exhibit A-1.
- Statistical information regarding the underlying mortgage loans may change prior to the Closing Date due to changes in the composition of the mortgage pool or the related Loan Group prior to that date.

Underlying Mortgage Loans Made to the Same Borrower or Borrowers Under Common Ownership

Each Loan Group will include groups of underlying mortgage loans that were made to the same borrower or borrowers under common ownership. The tables below show each group of underlying mortgage loans in the respective Loan Group that has the same borrower or borrowers under common ownership:

Floating Loan Group

Loan Name	Cut-off Date Principal Balance	% of Initial Floating Loan Group Balance⁽¹⁾
River Oaks (Third Lien)	\$5,048,401	27.9%
Lennox Flats Supplemental (Fourth Lien)	2,736,574	15.1
Lennox Flats (Third Lien).....	2,103,389	11.6
Total	\$9,888,364	54.7%

(1) Amounts may not add up to the totals shown due to rounding.

Fixed Loan Group

Loan Name	Cut-off Date Principal Balance	% of Initial Fixed Loan Group Balance ⁽¹⁾
Boulders At Puget Sound (Fourth Lien)	\$16,522,038	3.9%
Residences At Arlington Heights (Third Lien)	13,960,645	3.3
The Residences At Stevens Pond	10,341,000	2.4
Total	\$40,823,683	9.5%

Loan Name	Cut-off Date Principal Balance	% of Initial Fixed Loan Group Balance ⁽¹⁾
Waterfield Court	\$9,708,000	2.3%
Signal Pointe Apartments	9,229,000	2.2
Arvada Village	9,003,000	2.1
8500 Harwood	5,843,000	1.4
Arvada Green	3,027,000	0.7
Total	\$36,810,000	8.6%

Loan Name	Cut-off Date Principal Balance	% of Initial Fixed Loan Group Balance ⁽¹⁾
Village Club Of Southgate	\$9,567,102	2.2%
Village Club On Franklin	6,809,820	1.6
Village Club Of Bloomington	3,578,978	0.8
Ann Arbor City Apartments	1,724,544	0.4
Total	\$21,680,445	5.1%

Loan Name	Cut-off Date Principal Balance	% of Initial Fixed Loan Group Balance ⁽¹⁾
The Oaks Of Woodland Park	\$10,743,292	2.5%
The Club At Oak Creek Apartments	3,683,600	0.9
Pavilions At Deer Chase	3,211,611	0.7
Cityparc At Keller	2,330,000	0.5
Total	\$19,968,553	4.7%

Loan Name	Cut-off Date Principal Balance	% of Initial Fixed Loan Group Balance ⁽¹⁾
Spring Lake Apartment Homes (Third Lien)	\$10,703,493	2.5%
Landmark At Banyan Bay	8,289,751	1.9
Total	\$18,993,244	4.4%

Loan Name	Cut-off Date Principal Balance	% of Initial Fixed Loan Group Balance ⁽¹⁾
Halstead Danvers	\$14,000,000	3.3%
Coventry At Cityview Supplemental	4,094,391	1.0
Total	\$18,094,391	4.2%

Loan Name	Cut-off Date Principal Balance	% of Initial Fixed Loan Group Balance⁽¹⁾
Briar Cove Apartments	\$6,974,482	1.6%
Golf Villas At Oro Valley	4,251,591	1.0
Sage Apartments	3,156,246	0.7
Total	\$14,382,318	3.4%

Loan Name	Cut-off Date Principal Balance	% of Initial Fixed Loan Group Balance⁽¹⁾
Skyview On The Hudson	\$9,000,000	2.1%
Skyview On The Hudson (Third Lien)	3,973,958	0.9
Total	\$12,973,958	3.0%

Loan Name	Cut-off Date Principal Balance	% of Initial Fixed Loan Group Balance⁽¹⁾
Vista Grande Apartments	\$4,045,574	0.9%
Autumn Cove Apartments (Fka Bridgewater)	3,278,796	0.8
Total	\$7,324,371	1.7%

(1) Amounts may not add up to the totals shown due to rounding.

All of the underlying mortgage loans in the issuing entity are cross-defaulted with each related Senior Loan and any related Junior Loan. Any event of default under an underlying mortgage loan will entitle the lender under any related Senior Loan and Junior Loan to exercise remedies against the related borrower and related mortgaged real property, subject to all related intercreditor agreements (which, among other things, require the consent of the holder of the more senior loan prior to the holder of the more junior loan exercising remedies).

See “Risk Factors—Risks Related to the Underlying Mortgage Loans—Underlying Mortgage Loans to the Same Borrower or Borrowers Under Common Ownership May Result in More Severe Losses on the Offered Certificates” in this information circular.

Certain Terms and Conditions of the Underlying Mortgage Loans

Due Dates. Subject, in some cases, to a next business day convention, monthly installments of principal and/or interest will be due on the first of the month with respect to each of the underlying mortgage loans.

Mortgage Interest Rates; Calculations of Interest. Each of the underlying mortgage loans in the Floating Loan Group bears interest at a mortgage interest rate that, in the absence of default or modification, is a floating rate based on LIBOR plus a margin. Each of the underlying mortgage loans in the Fixed Loan Group bears interest at a mortgage interest rate that, in the absence of default or modification, is fixed until maturity.

On each LIBOR Determination Date, LIBOR on each underlying mortgage loan in the Floating Loan Group will be determined for the related Interest Accrual Period, and the mortgage interest rate for such underlying mortgage loan will be reset as of the beginning of such Interest Accrual Period to LIBOR determined on such LIBOR Determination Date plus the specified margin applicable to such underlying mortgage loan, subject to rounding as set forth in the related loan documents (*provided* that if LIBOR is determined to be below zero, the interest rates on the underlying mortgage loans will be equal to the margin), subject to rounding as set forth in the related loan documents. All of the underlying mortgage loans in the Floating Loan Group have the benefit of Interest Rate Cap Agreements that are currently in place. The LIBOR cap strike rate under those Interest Rate Cap Agreements range from 1.820% to 3.250%. Certain information about the interest rate cap providers and the Interest Rate Cap Agreements is provided in the table below.

Interest Rate Cap Provider	Number of Loans	Percent of Initial Floating Loan Group Balance ⁽¹⁾	Long-term Senior Unsecured Debt Rating		
			Moody's	S&P	Fitch
SMBC Capital Markets, Inc.	4	100%	A1	NR	NR
Total	4	100%			

(1) Amounts may not add up to the totals shown due to rounding.

The Interest Rate Cap Agreements require the applicable interest rate cap provider to pay the applicable borrower an amount equal to the amount by which LIBOR exceeds a specified cap strike rate, multiplied by a notional amount at least equal to the principal balance of the related underlying mortgage loan. The borrowers' rights under the Interest Rate Cap Agreements have been collaterally assigned to secure the related underlying mortgage loans. The terms of the Interest Rate Cap Agreements for all of the underlying mortgage loans in the Floating Loan Group that have Interest Rate Cap Agreements currently in place expire prior to the scheduled maturity date of the related underlying mortgage loans, but the related loan documents obligate the applicable borrower to obtain a new interest rate cap agreement.

“LIBOR” means, for any Interest Accrual Period, the IBA’s one month London interbank offered rate for United States Dollar deposits, as displayed on the LIBOR Index Page, as determined on the related LIBOR Determination Date; *provided, however*, that, for purposes of the Floating Loan Group Certificates and the underlying mortgage loans in the Floating Loan Group, in the event LIBOR with respect to any Interest Accrual Period is less than zero, LIBOR for such Interest Accrual Period will be deemed to be zero. LIBOR will be 2.30688% *per annum* for the Interest Accrual Period relating to (a) the first due date after the Cut-off Date for the underlying mortgage loans in the Floating Loan Group and (b) the first distribution date for the Floating Loan Group Principal Balance Certificates. With respect to each LIBOR Determination Date, LIBOR for the underlying mortgage loans in the Floating Loan Group will be determined by the master servicer and LIBOR for the Floating Loan Group Certificates will be determined by the Calculation Agent. In the event of a discrepancy between the LIBOR determination made by the Calculation Agent and the LIBOR determination made by the master servicer on any LIBOR Determination Date, LIBOR for the related Interest Accrual Period for the underlying mortgage loans in the Floating Loan Group and the related Interest Accrual Period for the Floating Loan Group Certificates will equal the LIBOR determination made by the master servicer.

“LIBOR Determination Date” means, with respect to any Interest Accrual Period and (i) any underlying mortgage loan in the Floating Loan Group, the first day preceding the beginning of such Interest Accrual Period for which LIBOR has been released by the IBA or (ii) any Floating Loan Group Principal Balance Certificate, the date on which LIBOR for the underlying mortgage loans in the Floating Loan Group was determined in the month preceding the month in which the applicable Interest Accrual Period for the Floating Loan Group Certificates commenced.

“LIBOR Index Page” means the Bloomberg L.P., page “BBAM,” or such other page for LIBOR as may replace page BBAM on that service, or at the option of the Calculation Agent (i) the applicable page for LIBOR on another service which electronically transmits or displays IBA LIBOR rates, or (ii) any publication of LIBOR rates available from the IBA. In the event the IBA ceases to set or publish a rate for LIBOR, the Calculation Agent will use the industry-designated alternative index, as confirmed by the Guarantor, and such alternative index will constitute the LIBOR Index Page. If no alternative index is designated, the Calculation Agent will use the alternative index set out in the Guide or in any communications made available in writing by Freddie Mac relating to the index being used at such time by Freddie Mac for its multifamily mortgage loans and such alternative index will constitute the LIBOR Index Page; *provided* that if no such alternative index is set out in the Guide or in any such communications made available in writing by Freddie Mac, the Guarantor will designate an alternative index, and such alternative index will constitute the LIBOR Index Page. The Calculation Agent will promptly notify the parties to the Pooling and Servicing Agreement of any designation of an alternative index.

“Calculation Agent” means, for so long as any of the Floating Loan Group certificates remain outstanding, an agent appointed to determine LIBOR in respect of each Interest Accrual Period for the Floating Loan Group Certificates. The certificate administrator will be the initial Calculation Agent for purposes of determining LIBOR for each Interest Accrual Period for the Floating Loan Group Certificates.

Exhibit A-1 shows the current mortgage interest rate for each of the underlying mortgage loans in the Fixed Loan Group. All of the underlying mortgage loans accrue interest on an Actual/360 Basis. None of the underlying mortgage loans provides for negative amortization or for the deferral of interest.

Term to Maturity. The underlying mortgage loans in the Floating Loan Group had original terms to maturity from 68 to 92 months. The underlying mortgage loans in the Fixed Loan Group had original terms to maturity from 33 to 135 months.

Balloon Loans. All of the underlying mortgage loans are Balloon Loans and of those underlying mortgage loans that have amortization schedules, each such schedule is significantly longer than the actual term of the underlying mortgage loan.

Additional Amortization Considerations.

With respect to the underlying mortgage loans in the Floating Loan Group –

- All of the underlying mortgage loans in the Floating Loan Group do not provide for any interest-only period, and provide for amortization for the entire loan term.

With respect to the underlying mortgage loans in the Fixed Loan Group –

- 66 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 76.1% of the initial Fixed Loan Group balance, do not provide for any interest-only period, and provide for amortization for the entire loan term.
- 3 underlying mortgage loans in the Fixed Loan Group, collectively representing 3.6% of the initial Fixed Loan Group balance, provide for an interest-only period of 16 months following origination followed by amortization for the balance of the loan term. 1 underlying mortgage loan in the Fixed Loan Group, representing 1.4% of the initial Fixed Loan Group balance, provides for an interest-only period of 18 months following origination followed by amortization for the balance of the loan term. 2 underlying mortgage loans in the Fixed Loan Group, collectively representing 4.4% of the initial Fixed Loan Group balance, provide for an interest-only period of 19 months following origination followed by amortization for the balance of the loan term. 1 underlying mortgage loan in the Fixed Loan Group, representing 2.4% of the initial Fixed Loan Group balance, provides for an interest-only period of 24 months following origination followed by amortization for the balance of the loan term. 1 underlying mortgage loan in the Fixed Loan Group, representing 0.5% of the initial Fixed Loan Group balance, provides for an interest-only period of 25 months following origination followed by amortization for the balance of the loan term. In addition, 2 underlying mortgage loans in the Fixed Loan Group, collectively representing 1.4% of the initial Fixed Loan Group balance, provide for an interest-only period of 12 and 14 months, respectively, following origination followed by amortization for the balance of the loan term, but in each case, the initial interest-only period has expired before the first distribution date and the underlying mortgage loans are currently amortizing.
- 6 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 10.1% of the initial Fixed Loan Group balance, provide for an interest-only period for the entire term of the loan.

Prepayment Provisions. As of origination, all of the underlying mortgage loans provided for certain restrictions and/or requirements with respect to prepayments during some portion of their respective loan terms. The relevant restrictions and requirements will generally consist of the following:

All of the underlying mortgage loans in the Floating Loan Group provide for—

- a prepayment lockout period, during which voluntary principal prepayments are prohibited, followed by;
- a prepayment consideration period during which voluntary principal prepayments are restricted by requiring that any voluntary principal prepayments must be accompanied by a Static Prepayment Premium, followed by;
- an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.

76 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 93.9% of the initial Fixed Loan Group balance, provide for—

- a prepayment consideration period during which voluntary principal prepayments are restricted by requiring that any voluntary principal prepayments must be accompanied by the greater of a Static Prepayment Premium and a Yield Maintenance Charge, followed by;
- a prepayment consideration period during which voluntary principal prepayments are restricted by requiring that any voluntary principal prepayments must be accompanied by a Static Prepayment Premium, followed by;
- an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.

6 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 6.1% of the initial Fixed Loan Group balance, provide for—

- a prepayment consideration period during which voluntary principal prepayments are restricted by requiring that any voluntary principal prepayments must be accompanied by the greater of a Static Prepayment Premium and a Yield Maintenance Charge, followed by;
- an open prepayment period prior to maturity during which voluntary principal prepayments may be made without payment of any prepayment consideration.

The Yield Maintenance Charge will be an amount generally equal to the greater of the following: (i) a specified percentage of the principal balance of the underlying mortgage loan being prepaid; and (ii) the product obtained by multiplying (a) the amount of principal being prepaid or accelerated, by (b) the excess, if any, of one-twelfth of the mortgage note rate over an assumed reinvestment rate, by (c) a factor that discounts to present value the costs resulting to the lender from the difference in interest rates during the months remaining in the Yield Maintenance Period (which will be required to be calculated in accordance with the last paragraph of the definition of Accepted Servicing Practices in this information circular). Generally, the assumed reinvestment rate is equal to one twelfth of the yield rate of the U.S. Treasury security specified in the related loan documents as reported on the Treasury website five business days before the prepayment date, expressed as a decimal calculated to two decimal places.

The open prepayment period for any underlying mortgage loan will generally begin 3 months prior to the month in which such underlying mortgage loan matures, other than with respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as “Northampton Apartments” and “Villa Serena Apartments (Third Lien),” collectively representing 2.7% of the initial Fixed Loan Group balance, for which the open prepayment period begins 24 months prior to the month in which the related underlying mortgage loan matures, the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as “Columns At Peachtree Corners” and “Prairie Walk Apartments,” collectively representing 2.5% of the initial Fixed Loan Group balance, for which the open prepayment period begins 6 months prior to the month in which the related underlying mortgage loan matures and the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as “Keeneland Crest Apartments,” representing 0.3% of the initial Fixed Loan Group balance, for which the open prepayment period begins 12 months prior to the month in which the related underlying mortgage loan matures. In addition, with respect to all of the underlying mortgage loans in the Floating Loan Group that have prepayment consideration periods during which voluntary principal prepayments must be accompanied by a Static Prepayment Premium, the loan documents set out a period of time during which each borrower may prepay its entire related underlying mortgage loan without payment of a Static Prepayment Premium if such underlying mortgage loan is prepaid using the proceeds of certain types of Freddie Mac mortgage loans that are the subject of a binding purchase commitment between Freddie Mac and a Freddie Mac-approved “Program Plus” seller/servicer.

In addition, with respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as “Royal Gardens,” representing 0.5% of the initial Fixed Loan Group balance, the related underlying mortgage loan documents provide that the borrower may deposit (i) a letter of credit in the initial amount of \$167,488 in lieu of making a cash deposit for certain insurance premiums and (ii) a letter of credit in the initial amount of \$1,035,506 in lieu of making a cash deposit for certain tax impositions set forth in the related underlying mortgage loan documents. In each case, the lender may draw upon the applicable letter of credit in the event that the

borrower fails to timely pay the related obligations and apply all or any portion of such proceeds to the payment of the applicable obligation or apply such amounts to the payment of any or all of the indebtedness. In addition, the borrower provided a \$225,000 letter of credit in lieu of a replacement reserve fund. Pursuant to the loan documents, the lender may draw on such letter of credit in the event that the borrower fails to pay timely certain capital replacement obligations set forth in the loan documents. The loan documents provide that the lender may apply all or any portion of the proceeds to the payment of the applicable capital replacement obligations or apply such amounts to prepay in part the underlying mortgage loan. See “Risk Factors—Risks Relating to the Underlying Mortgage Loans—A Borrower’s Other Loans May Reduce the Cash Flow Available to Operate and Maintain the Related Mortgaged Real Property or May Interfere with the Issuing Entity’s Rights Under the Related Underlying Mortgage Loan, Thereby Adversely Affecting Distributions on the Offered Certificates” in this information circular.

Exhibit A-1 more particularly describes the prepayment terms of the underlying mortgage loans.

Unless an underlying mortgage loan is relatively near its stated maturity date or unless the sale price or the amount of the refinancing of the related mortgaged real property is considerably higher than the current outstanding principal balance of that underlying mortgage loan due to an increase in the value of the mortgaged real property or otherwise, the prepayment consideration may, even in a relatively low interest rate environment, offset entirely or render insignificant any economic benefit to be received by the borrower upon a refinancing or sale of the mortgaged real property. The prepayment consideration provision is intended to create an economic disincentive for the borrower to prepay an underlying mortgage loan voluntarily.

However, we cannot assure you that the imposition of a Static Prepayment Premium or a Yield Maintenance Charge will provide a sufficient disincentive to prevent a voluntary principal prepayment. Furthermore, certain state laws limit the amounts that a lender may collect from a borrower as an additional charge in connection with the prepayment of an underlying mortgage loan.

We do not make any representation as to the enforceability of the provision of any underlying mortgage loan requiring the payment of a Static Prepayment Premium or a Yield Maintenance Charge, or of the collectability of any Static Prepayment Premium or Yield Maintenance Charge, and the Freddie Mac Guarantee excludes the payment of Static Prepayment Premiums (except with respect to a guarantee that Static Prepayment Premiums, if any, actually received by the applicable servicer in respect of the underlying mortgage loans in the Floating Loan Group will be distributed to the holders of the class XP certificates) or Yield Maintenance Charges.

Casualty and Condemnation. In the event of a condemnation or casualty at the mortgaged real property securing any of the underlying mortgage loans, the holder of the related first-lien Senior Loan will have the right to decide whether to use proceeds to paydown the related first-lien Senior Loan or to restore the mortgaged real property. Under the intercreditor agreements, proceeds that would otherwise be released to the related borrower under such Senior Loan will be made available to the holder of the next most-subordinate mortgage loan on the mortgaged real property, to restore or paydown the related mortgage loan. However, the lender may under certain circumstances apply the condemnation award or insurance proceeds to the repayment of debt, which will not require payment of any prepayment premium. Generally, the loan documents do not obligate the borrower to make a payment from its own funds of a “qualified amount” in the event of a partial taking or partial condemnation at a mortgaged real property. In addition, although certain of the loan documents obligate the borrower to use any proceeds from the condemnation to make a payment of a “qualified amount” in the event of a partial taking or partial condemnation of a mortgaged real property at a time when the loan-to-value is greater than 125% (with the value of the property first being reduced by the outstanding principal balance of any Senior Loans) and certain of the loan documents provide that, in the event the award for a partial condemnation is \$100,000 or more, the proceeds, after deduction of lender’s expenses, may be applied at lender’s option to the restoration of the mortgaged real property or to the payment of the mortgage loan indebtedness, with the balance, if any, paid to the borrower, all related intercreditor agreements give the holders of the Senior Loans a first and prior interest in and to any payments, awards, proceeds, distributions, or consideration arising from a condemnation or taking under a power of eminent domain of all or any portion of the mortgaged real property. In addition, in the event the award for a partial condemnation is less than \$100,000, the borrower is allowed to receive the proceeds directly so long as the award is applied solely to the restoration of the mortgaged real property.

Escrow and Reserve Accounts. Certain of the underlying mortgage loans provide for the establishment of escrow and/or reserve accounts for the purpose of holding amounts required to be on deposit as reserves for taxes and insurance; capital improvements; and/or various other purposes.

As of the Closing Date, to the extent not already deposited by the borrower under the Senior Loan Documents and credited to the applicable monthly deposits required pursuant to the related loan agreement, these accounts will be under the sole control of the master servicer or an approved sub-servicer. Most of the underlying mortgage loans that provide for such accounts require that the accounts be funded out of monthly escrow and/or reserve payments by the related borrower. Any escrow or reserve accounts may be used to prepay the underlying mortgage loans in accordance with the loan documents upon the occurrence of certain events, including, among other things, the failure to satisfy certain conditions related to such escrow or reserve accounts or an event of default.

Reserve Funds. Pursuant to the terms of the related intercreditor agreements, monthly payments made by a borrower for the payment of any reserve funds under the Senior Loan Documents will be credited to the monthly deposits for the applicable reserve funds of the related underlying mortgage loan. Funds escrowed pursuant to a Senior Loan will be credited against the related borrowers' obligations under the loan documents for the underlying mortgage loans.

Recurring Replacement Reserves. The column titled "Replacement Reserve (Monthly)" on Exhibit A-1 shows for each applicable underlying mortgage loan the reserve deposits that the related borrower has been or is required to make into a separate account for capital replacements and repairs.

In the case of some of the mortgaged real properties, those reserve deposits are initial amounts and may vary over time. In these cases, the related mortgage instrument and/or other related loan documents may provide for applicable reserve deposits to cease upon achieving predetermined maximum amounts in the related reserve account. Under some of the underlying mortgage loans, the related borrowers may be permitted to deliver letters of credit from third parties in lieu of establishing and funding the reserve accounts or may substitute letters of credit and obtain release of established reserve accounts.

Engineering/Deferred Maintenance Reserves. The column titled "Engineering Escrow/Deferred Maintenance" on Exhibit A-1 shows the engineering reserves established at the origination of the corresponding underlying mortgage loans for repairs and/or deferred maintenance items that are generally required to be corrected within 12 months from origination. If an engineering reserve was established in connection with a Senior Loan, and remains in place, amounts required to be deposited in a reserve with respect to the underlying mortgage loan will be reduced by the amount already deposited into the reserve held by the holder of the related Senior Loan. The engineering reserve for a mortgaged real property may vary from the cost estimate in the related inspection report because—

- one or more of the repairs and/or deferred maintenance items may have been identified for correction and escrowed for under the Senior Loan;
- the mortgage loan seller may not have considered various items identified in the related inspection report significant enough to require a reserve;
- various items identified in the related inspection report may have been corrected; and/or
- the lender may have inflated the cost estimate to ensure the availability of adequate funds to complete the repairs.

In the case of some of the mortgaged real properties securing the underlying mortgage loans, the engineering reserve was a significant amount and substantially in excess of the cost estimate set forth in the related inspection report because the mortgage loan seller required the borrower to establish reserves for the completion of major work that had been commenced. In the case of some mortgaged real properties acquired with the proceeds of the related underlying mortgage loan, the related borrower escrowed an amount substantially in excess of the cost estimate set forth in the related inspection report because it contemplated completing repairs in addition to those shown in the related inspection report. Not all engineering reserves are required to be replenished. We cannot provide any assurance that the work for which reserves were required will be completed in a timely manner or that the reserved amounts will be sufficient to cover the entire cost of the required work.

Green Improvements. 2 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 1.9% of the initial Fixed Loan Group balance, were underwritten in accordance with Freddie Mac's Green Up[®] or Green Up Plus[®] programs. Such underlying mortgage loans were underwritten assuming that a borrower will make certain energy and/or water/sewer improvements to a mortgaged real property generally within 2 years after origination of the underlying mortgage loan with the lender typically escrowing 125% of the cost to complete such capital improvements. The related Originator will underwrite up to 50%, with respect to the Green Up[®] program, or 75%, with respect to the Green Up Plus[®] program, of the projected energy and/or water/sewer cost savings resulting from such improvements based on a Green Assessment or Green Assessment Plus, respectively. We cannot assure you that the related borrowers will complete any such capital improvements or realize any such projected cost savings.

Release of Property Through Prepayment. All of the underlying mortgage loans in the Fixed Loan Group permit the related borrower to obtain the release of all of the real property securing the underlying mortgage loan at any time upon the prepayment of such underlying mortgage loan in full, together with the payment of either a Yield Maintenance Charge or a Static Prepayment Premium as described in "—Prepayment Provisions" above. Additionally, all of the underlying mortgage loans in the Floating Loan Group permit the related borrower to obtain the release of all of the real property securing the related underlying mortgage loan upon the prepayment of such underlying mortgage loan in full, together with the payment of a Static Prepayment Premium after the end of the related prepayment lockout period.

Partial Releases. With respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as "Cityparc At Keller," representing 0.5% of the initial Fixed Loan Group balance, pursuant to the loan documents, the borrower has the right to release certain unimproved portions of the mortgaged real property from the lien of the underlying mortgage loan upon the satisfaction of certain conditions including, but not limited to: (i) the receipt by the lender of an endorsement to each title policy indicating that the release parcel has been legally subdivided and represents a separate tax lot, (ii) the payment by the borrower of any associated costs, taxes and expenses and (iii) immediately after the partial release, either (a) the loan-to-value ratio of each mortgaged real property is equal to or less than 125%, (b) the principal balance of the underlying mortgage loan is paid down by the lesser of (1) the net proceeds of an arm's length sale, (2) the fair market value of the release parcel at the time of the partial release and (3) an amount such that the loan-to-value ratio of the underlying mortgage loan does not increase after the partial release, or (c) receipt by the lender of an opinion of counsel that if such amount is not paid, the issuing entity will not fail to maintain its status as a REMIC as a result of the partial release.

Due-on-Sale and Due-on-Encumbrance Provisions. All of the underlying mortgage loans contain both a due-on-sale clause and a due-on-encumbrance clause. In general, except for any Requested Transfers discussed in the next paragraph and subject to the discussion under "—Permitted Additional Debt" below, these clauses either—

- permit the holder of the mortgage to accelerate the maturity of the subject underlying mortgage loan if the related borrower sells or otherwise transfers an interest in the corresponding mortgaged real property, borrower or controlling entity or encumbers the corresponding mortgaged real property without the consent of the holder of the mortgage, unless such sale, transfer or encumbrance is permitted by the loan documents; or
- unless permitted by the loan documents, prohibit the borrower from otherwise selling, transferring or encumbering the corresponding mortgaged real property without the consent of the holder of the mortgage.

All of the underlying mortgage loans permit one or more of the following types of transfers:

- transfer of the mortgaged real property if specified conditions are satisfied, without any adjustment to the interest rate or to any other economic terms of an underlying mortgage loan, which conditions typically include, among other things—
 1. the transferee meets lender's eligibility, credit, management and other standards satisfactory to lender in its sole discretion;
 2. the transferee's organization, credit and experience in the management of similar properties are deemed by the lender, in its discretion, to be appropriate to the overall structure and documentation of the existing financing;

3. the corresponding mortgaged real property will be managed by a property manager meeting the requirements set forth in the loan documents; and
 4. the corresponding mortgaged real property, at the time of the proposed transfer, meets all standards as to its physical condition, occupancy, net operating income and the collection of reserves satisfactory to lender in its sole discretion;
- a transfer that occurs by devise, descent, or by operation of law upon the death of a natural person to one or more members of the decedent's immediate family or to a trust or family conservatorship established for the benefit of such immediate family member or members, if specified conditions are satisfied, which conditions typically include, among other things—
 1. the property manager (or a replacement property manager approved by lender), if applicable, continues to be responsible for the management of the corresponding mortgaged real property, and such transfer may not result in a change in the day-to-day operations of the corresponding mortgaged real property; and
 2. those persons responsible for the management and control of the applicable borrower remain unchanged as a result of such transfer, or any replacement management is approved by lender;
 - any transfer of an interest in an applicable borrower or any interest in a controlling entity, such as the transfers set forth below:
 1. a sale or transfer to one or more of the transferor's immediate family members (a spouse, parent, child, stepchild, grandchild or step-grandchild);
 2. a sale or transfer to any trust having as its sole beneficiaries the transferor and/or one or more of the transferor's immediate family members (a spouse, parent, child, stepchild, grandchild or step-grandchild);
 3. a sale or transfer from a trust to any one or more of its beneficiaries who are immediate family members (a spouse, parent, child, stepchild, grandchild or step-grandchild) of the transferor;
 4. the substitution or replacement of the trustee of any trust with a trustee who is an immediate family member (a spouse, parent, child, stepchild, grandchild or step-grandchild) of the transferor;
 5. a sale or transfer to an entity owned and controlled by the transferor or the transferor's immediate family members (a spouse, parent, child, stepchild, grandchild or step-grandchild); or
 6. a transfer of non-controlling ownership interests in the related borrower;

if, in each case, specified conditions are satisfied. If title to the mortgaged real property is not being transferred these conditions typically include, among other things, that a specified entity or person retain control of the applicable borrower and manage the day-to-day operations of the corresponding mortgaged real property. In all cases, approval of a proposed encumbrance or transfer will be subject to the approval of the holder of the related Senior Loan and the master servicer, in the case of non-Specially Serviced Mortgage Loans, or the applicable Approved Directing Certificateholder (or the special servicer (if there is no related Approved Directing Certificateholder)), in the case of Specially Serviced Mortgage Loans (in the case of such Approved Directing Certificateholder, such approval not to be unreasonably withheld).

We make no representation as to the enforceability of any due-on-sale or due-on-encumbrance provision in any underlying mortgage loan.

Permitted Additional Debt.

General. Other than as described below, the underlying mortgage loans generally prohibit the borrowers from incurring, without lender consent, any additional debt secured or unsecured, direct or contingent other than (i) permitted subordinate supplemental mortgages, as described under “—Permitted Subordinate Mortgage Debt” below, and (ii) customary unsecured trade payables incurred in the ordinary course of owning and operating the corresponding mortgaged real property that do not exceed, in the aggregate, at any time a maximum amount of up to 2.0% of the original principal amount of the corresponding underlying mortgage loan and any Senior Loan or Junior Loan secured by the same mortgaged real property and are paid within 60 days of the date incurred.

Each unsecured debt creditor could cause the related borrower to seek protection under the applicable bankruptcy laws. See “Risk Factors—Risks Related to the Underlying Mortgage Loans—The Type of Borrower May Entail Risk” in this information circular.

Permitted Subordinate Mortgage Debt. The borrowers under all of the underlying mortgage loans are permitted to incur an additional limited amount of indebtedness secured by the related mortgaged real properties generally beginning 12 months after the origination date of the first-lien Senior Loan, unless otherwise provided in the related loan documents, and which may be incurred at any time, including on or before the Closing Date. It is a condition to the incurrence of any future secured subordinate loan that, among other things: (i) the total loan-to-value ratio of these loans be below, and the debt service coverage ratio be above, certain thresholds set out in the related loan documents, in each case, taking into account all loans secured by the mortgaged real property as well as the proposed junior-lien mortgage loan and (ii) subordination agreements and intercreditor agreements be put in place between the issuing entity and the related lenders. In the event a borrower satisfies these conditions, the borrower will be permitted to obtain secured subordinate debt from certain Freddie Mac-approved lenders who will make such subordinate financing exclusively for initial purchase by Freddie Mac. A default under the subordinate loan documents will constitute a default under the underlying mortgage loan and the related Senior Loan(s). The related intercreditor agreement will provide that the subordinate debt may be transferred to certain “qualified transferees” meeting certain minimum net worth requirements or other criteria set forth in such intercreditor agreement. Freddie Mac may subsequently transfer the Junior Loans it holds in secondary market transactions, including securitizations. See “Risk Factors—Risks Related to the Underlying Mortgage Loans—Senior and Subordinate Financing Increases the Likelihood That a Borrower Will Default on an Underlying Mortgage Loan” in this information circular.

The loan documents require that any such subordinate debt be governed by an intercreditor agreement which will, in general, govern the respective rights of the holder of such Junior Loan, the issuing entity as the holder of the underlying mortgage loan, and the holder of the related Senior Loan(s). The following paragraphs describe certain provisions that will be included in the intercreditor agreements, but they do not purport to be complete and are subject, and qualified in their entirety by reference to the actual provisions of each intercreditor agreement.

Allocations of Payments. The right of the holder of the more junior loan to receive payments of interest, principal and other amounts will be subordinated to the rights of the holder of the more senior loan(s). Generally, as long as no event of default has occurred under the more senior loan(s) or the more junior loan, the related borrower will make separate payments of principal and interest to the holder of the more junior loan and the holder of the more senior loan(s), respectively. If an event of default occurs with respect to the more senior loan(s) or the more junior loan, or the related borrower becomes a subject of any bankruptcy, insolvency or reorganization proceeding, then, prior to any application of payments to the more junior loan, all amounts tendered by the related borrower or otherwise available for payment will be applied, net of certain amounts, to satisfy the interest (other than Default Interest), principal and other amounts owed with respect to the related more senior loan(s) until these amounts are paid in full. Any payments received by the holder of the more junior loan during this time are required to be forwarded to the holder of the more senior loan(s).

Modifications. The holder of any more senior loan(s) will be permitted to enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver of any term or provision of such more senior loan(s) without the consent of the holder of any more junior loan unless such modification will (i) increase the interest rate or principal amount of the more senior loan(s), (ii) increase in any other material respect any monetary obligations of related borrower under the more senior loan(s), (iii) extend or shorten the scheduled maturity date of the more senior loan(s) (other than pursuant to extension options exercised in accordance with the terms and provisions of the related loan documents), (iv) convert or exchange the more senior loan(s) into or for any other indebtedness or subordinate any of the more senior loan(s) to any indebtedness of related borrower, (v) amend or modify the provisions limiting transfers of interests in the related borrower or the related mortgaged real property, (vi) modify or amend the terms and provisions of the more senior loan(s) cash management agreement(s) with respect to the manner, timing and method of the application of payments under the related loan documents, (vii) cross-default the more senior loan(s) with any other indebtedness, (viii) consent to a higher strike price with respect to any new or extended interest rate cap agreement entered into in connection with the extended term of the more senior loan(s), (ix) obtain any contingent interest, additional interest or so-called “kicker” measured on the basis of the cash flow or appreciation of the mortgaged real property (or other similar equity participation), or (x) extend the period during which voluntary prepayments are prohibited or during which

prepayments require the payment of a Static Prepayment Premium or Yield Maintenance Charge or increase the amount of any such Static Prepayment Premium or Yield Maintenance Charge. However, in no event will holder of a more senior loan(s) be obligated to obtain the holder of a more junior loan's consent in the case of a workout or other surrender, compromise, release, renewal, or modification of the more senior loan(s) during the existence of a continuing event of default on the more senior loan(s), except that under all conditions the holder(s) of the more senior loan(s) will obtain the holder of the more junior loan's consent to a modification with respect to clause (i) (with respect to increasing the principal amount of the more senior loan(s) only) and clause (x) of this paragraph.

The holder of a more junior loan will be permitted to enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver of any term or provision of such more junior loan without the consent of the holder(s) of any more senior loan(s) unless such modification will (i) increase the interest rate or principal amount of the more junior loan, (ii) increase in any other material respect any monetary obligations of related borrower under the related loan documents with respect to the more junior loan, (iii) extend or shorten the scheduled maturity date of the more junior loan (other than pursuant to extension options exercised in accordance with the terms and provisions of the related loan documents), (iv) convert or exchange the more junior into or for any other indebtedness or subordinate any of the more junior loan to any indebtedness of the related borrower, (v) amend or modify the provisions limiting transfers of interests in the related borrower or the related mortgaged real property, (vi) consent to a higher strike price with respect to any new or extended interest rate cap agreement entered into in connection with the extended term of the more junior loan, (vii) cross-default the more junior loan with any other indebtedness, (viii) obtain any contingent interest, additional interest or so-called "kicker" measured on the basis of the cash flow or appreciation of the related mortgaged real property (or other similar equity participation) or (ix) extend the period during which voluntary prepayments are prohibited or during which prepayments require the payment of a Static Prepayment Premium or Yield Maintenance Charge or increase the amount of any such Static Prepayment Premium or Yield Maintenance Charge. However, in no event will the holder of a more junior loan be obligated to obtain any holder of any more senior loan's consent to a modification or amendment in the case of a workout or other surrender, compromise, release, renewal, or modification of the more junior loan if an event of default has occurred and is continuing with respect to the more junior loan, except that under all conditions the holder of the more junior loan will be required to obtain any holder of any more senior loan's consent to a modification with respect to clause (i) (with respect to increasing the principal amount of the more junior loan only), clause (ii), clause (iii) (with respect to shortening the scheduled maturity date of the more junior loan only), clause (iv), clause (viii) and clause (ix) of this paragraph.

Cure. Upon the occurrence of any default that would permit the holder of a more senior loan(s) under the related loan documents to commence an enforcement action, the holder of the more junior loan will also have the right to receive notice from the holder of such more senior loan of the default and the right to cure that default after or prior to the expiration of the related borrower's cure period or in some cases for a period extending beyond the related borrower's cure period. The holder of a more junior loan generally will have a specified period of time, set forth in the related intercreditor agreement, to cure any default, depending on whether the default is monetary or non-monetary. The holder of a more junior loan is prohibited from curing monetary defaults for longer than four consecutive months. Before the lapse of such cure period, neither the master servicer nor the special servicer may foreclose on the related mortgaged real property or exercise any other remedies with respect to the mortgaged real property.

Purchase Option. If any of the more senior loan(s) becomes a Defaulted Loan, pursuant to the intercreditor agreement and the Pooling and Servicing Agreement, (i) each of the holder of the most junior loan, Freddie Mac, and the applicable directing certificateholder will have an option to purchase the more senior loan(s), in accordance with the bidding procedures described in "The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option" in this information circular and (ii) the holder of the most junior loan will have the first option to purchase such Defaulted Loan at a price equal to the Purchase Price; *provided* that if any such Junior Loan Holder elects to not exercise such option, then the holder of the next most subordinate Junior Loan (if any) will be entitled to exercise such right. See "The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option" in this information circular.

Existing Subordinate Debt. With respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as "Skyview On The Hudson," representing 2.1% of the initial Fixed Loan Group balance, and "Lennox Flats (Third Lien)," representing 11.6% of the initial Floating Loan Group balance,

each such mortgaged real property also secures a third-lien or fourth-lien underlying mortgage loan, respectively. Each related loan agreement provides that it is an event of default if the holder of any other debt secured by that mortgaged real property exercises any right to declare all amounts due under that debt instrument immediately due and payable.

Unsecured Debt. With respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as “Skyview On The Hudson” and “Skyview On The Hudson (Third Lien),” collectively representing 3.0% of the initial Fixed Loan Group balance, the sponsor of each related borrower reported that the borrower has obtained a line of credit in the amount of \$3,708,517 from Amsterdam Restoration LLC (the “Vendor”) made in connection with certain repairs that the Vendor is expected to complete at such mortgaged real property. The sponsor reported that the borrower was expected to deposit \$445,022 with the Vendor on June 1, 2018, and pay the balance of the contract in 41 equal, non-interest bearing payments of \$79,597 commencing on the first complete month after the commencement of the repairs.

Property Damage, Liability and Other Insurance. The loan documents for each of the underlying mortgage loans generally require that with respect to the related mortgaged real property the related borrower maintain property damage, flood (if any portion of the improvements of the subject property is in a flood zone), commercial general liability and business income/rental value insurance in the amounts required by the loan documents and by the Senior Loan Documents, subject to exceptions in some cases for tenant insurance.

We cannot assure you regarding the extent to which the mortgaged real properties securing the underlying mortgage loans will be insured against earthquake risks.

We cannot assure you regarding the extent to which the mortgaged real properties securing the underlying mortgage loans will be insured against earthquake risks. With respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as “Boulders At Puget Sound (Fourth Lien),” “Columbia Trails Apartments,” “Westbury Apartments,” “Fountain Park Apartments,” “Metro Park Apartment Homes,” “Brookstone At Edgewater,” “Twin Creeks Apartments,” “Parc Station (Third Lien),” “Morning Run Apartment Homes (Third Lien),” “Independence Plaza Apartments,” “Shoreside Village,” “The Paseos At Magnolia” and “Canterra Apartments,” collectively representing 19.4% of the initial Fixed Loan Group balance, each such mortgaged real property is partially or fully located in seismic zones 3 or 4 or a geographic location with a horizontal peak ground acceleration equal to or greater than 0.15g and a seismic assessment was performed to assess the scenario expected loss or probable maximum loss. In addition, with respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as “Pine Ridge Apartments,” representing 0.7% of the initial Fixed Loan Group balance, the mortgaged real property is partially or fully located in seismic zones 3 or 4 or a geographic location with a horizontal peak ground acceleration equal to or greater than 0.15g and has not had a seismic assessment performed. The mortgage loan seller has waived the seismic assessment due to characteristics of the improvements and low level risk factors present at such mortgaged real property that mitigate elevated risk for earthquake damage. Earthquake insurance was not required with respect to the mortgaged real properties located in seismic zones 3 or 4 or a geographic location with a horizontal peak ground acceleration equal to or greater than 0.15g for which a scenario expected loss assessment or a probable maximum loss assessment was performed because the scenario expected loss or probable maximum loss for each of those mortgaged real properties is less than or equal to 20% of the amount of the replacement cost of the improvements.

In addition, we cannot assure you regarding the extent to which the mortgaged real properties securing the underlying mortgage loans will be insured against flood risks.

Subject to the discussion below regarding insurance for acts of terrorism, the master servicer will be required to use reasonable efforts in accordance with the Servicing Standard to cause each borrower to maintain, and, if such borrower does not so maintain, the master servicer will itself cause to be maintained, for each mortgaged real property (including each mortgaged real property relating to any Specially Serviced Mortgage Loan) all insurance coverage as is required under the related loan documents or the Servicing Standard. The master servicer will not be required to require the related borrower to obtain or maintain earthquake or flood insurance coverage that is not available at commercially reasonable rates, as determined by the master servicer in accordance with the Servicing Standard. If such borrower fails to do so, the master servicer must maintain that insurance coverage, to the extent—

- the trustee has an insurable interest;

- the insurance coverage is available at commercially reasonable rates, as determined by the master servicer in accordance with the Servicing Standard;
- any related Servicing Advance is deemed by the master servicer to be recoverable from collections on the related underlying mortgage loan; and
- the related holder of the related Senior Loan has not already put such insurance coverage in place.

However, the master servicer will not be required to declare a default under an underlying mortgage loan if the related borrower fails to maintain insurance providing for coverage for property damage resulting from a terrorist or similar act, and the master servicer need not maintain (or require the borrower to obtain) such insurance, if while no Senior Loan is outstanding, the special servicer has determined (after due inquiry in accordance with the Servicing Standard and with the consent of the applicable Approved Directing Certificateholder (if any), which consent is subject to certain limitations and a specified time period as set forth in the Pooling and Servicing Agreement; *provided* that the special servicer will not follow any such direction, or refrain from acting based on the lack of any such direction, of such Approved Directing Certificateholder, if following any such direction of such Approved Directing Certificateholder or refraining from taking such action based on the lack of any such direction of such Approved Directing Certificateholder would violate the Servicing Standard), in accordance with the Servicing Standard, that either:

- such insurance is not available at commercially reasonable rates and such hazards are not at the time commonly insured against for properties similar to the related mortgaged real property and located in and around the region in which the mortgaged real property is located; or
- such insurance is not available at any rate.

The insurance coverage required to be maintained by the borrowers may not cover any physical damage resulting from, among other things, war, revolution, or nuclear, biological, chemical or radiological materials. In addition, even if a type of loss is covered by the insurance policies required to be in place at the mortgaged real property, the mortgaged real property may suffer losses for which the insurance coverage is inadequate. For example, in the case where terrorism coverage is included under a policy, if the terrorist attack is, for example, nuclear, biological or chemical in nature, the policy may include an exclusion that precludes coverage for such terrorist attack.

In addition, the master servicer need not maintain (or require the borrower to obtain) such insurance, if while any Senior Loan is outstanding, the related Senior Loan Special Servicer has made the determination set forth above.

Various forms of insurance maintained with respect to one or more of the mortgaged real properties securing the underlying mortgage loans, including casualty insurance, may be provided under a blanket insurance policy. That blanket insurance policy will also cover other real properties, some of which may not secure underlying mortgage loans. As a result of total limits under any of those blanket policies, losses at other properties covered by the blanket insurance policy may reduce the amount of insurance coverage with respect to a property securing one of the underlying mortgage loans.

The underlying mortgage loans generally provide that insurance and condemnation proceeds are to be applied either—

- to restore the related mortgaged real property (with any balance to be paid to the borrower); or
- towards payment of the underlying mortgage loan, *provided* that the payment in full of the related Senior Loan is required before the application of payments to the underlying mortgage loan, which decreases the likelihood of the receipt of such proceeds.

Prior to any application of insurance and condemnation proceeds the holder of the related Senior Loan will have the right to decide whether to use proceeds to paydown the related Senior Loan or to restore the mortgaged real property. Under the intercreditor agreement, proceeds that would otherwise be released to the related borrower under the Senior Loan will be made available to the holder of the next most-subordinate mortgage loan on the mortgaged real property, to restore or paydown the related mortgage loan.

If the Senior Loan Special Servicer does not maintain such insurance, the special servicer will be required to maintain for REO Properties one or more insurance policies sufficient to provide no less coverage than was previously required of the borrower under the related loan documents or any such lesser amount of coverage previously required by the master servicer when such REO Loan was a non-Specially Serviced Mortgage Loan or, at the special servicer's election and with the consent of the applicable Approved Directing Certificateholder (if any) (which consent is subject to certain limitations and a specified time period as set forth in the Pooling and Servicing Agreement), coverage satisfying insurance requirements consistent with the Servicing Standard, *provided* that such coverage is available at commercially reasonable rates and to the extent the trustee as mortgagee of record on behalf of the issuing entity has an insurable interest. The special servicer, to the extent consistent with the Servicing Standard, may maintain earthquake insurance on REO Properties, *provided* that coverage is available at commercially reasonable rates and to the extent the trustee as mortgagee of record on behalf of the issuing entity has an insurable interest.

The master servicer and the special servicer may each satisfy its obligations regarding maintenance of the property damage insurance policies by maintaining (or verifying that the holder of the related Senior Loan is at all times maintaining) a lender placed insurance policy that provides protection equivalent to the individual policies otherwise required by the loan documents or the Servicing Standard (including containing a deductible clause consistent with the Servicing Standard) insuring against hazard losses with respect to all of the mortgaged real properties and/or REO Properties in the issuing entity for which it is responsible. Solely in the event that Accepted Servicing Practices is the applicable Servicing Standard, the deductible clause (if any) in the lender placed insurance policy referred to in the preceding sentence is required to be in an amount not in excess of customary amounts, in which case if (i) an insurance policy complying with the loan documents or the Servicing Standard or, in the case of REO Properties, as permitted by the Pooling and Servicing Agreement or consistent with the Servicing Standard, if applicable, is not maintained on the related mortgaged real property or REO Property and (ii) there are losses which would have been covered by such insurance policy had it been maintained, the master servicer or the special servicer, as applicable, must deposit into the collection account from the master servicer's or the special servicer's, as applicable, own funds the portion of such loss or losses that would have been covered under such insurance policy but is not covered under the lender placed insurance policy because such deductible exceeds the deductible limitation required by the related loan documents or the Servicing Standard or, in the case of REO Properties, as permitted by the Pooling and Servicing Agreement or, in the absence of any such deductible limitation, the deductible limitation which is consistent with the Servicing Standard. Any incremental costs (excluding any minimum or standby premium payable for a lender placed insurance policy, whether or not any mortgaged real property or REO Property is covered thereby) incurred by the master servicer or the special servicer, as applicable, if such master servicer or special servicer causes any mortgaged real property or REO Property to be covered by a lender placed insurance policy will be paid by the master servicer as a Servicing Advance (subject to a nonrecoverability determination).

Condominium Ownership. Certain mortgaged real properties are part of a condominium regime. For example, with respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as "New Brookside Apartments" and "Golf Villas At Oro Valley," collectively representing 2.2% of the initial Fixed Loan Group balance, each related mortgaged real property constitutes, in whole or in part, a condominium. Each related borrower owns 100% of the condominium units. In each related loan agreement, the borrower generally agreed, among other things, that (i) all condominium documents are subordinated or subject to the related loan documents, (ii) so long as the underlying mortgage loan is outstanding, the condominium documents will not be modified or amended without the prior written consent of the lender, (iii) no portion of the condominium units owned by such borrower and no portion of the common elements have been sold or encumbered and/or that it will not sell or encumber any such portions without the express written consent of the lender, (iv) it will operate the condominium units solely as a rental apartment project and (v) it will indemnify the lender from and against any and all losses or damages arising out of the failure of the borrower to comply with any laws or regulations related to the condominium. We cannot assure you that each such borrower will abide by this agreement or that these considerations will not adversely impact your investment.

In addition, with respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as "Ann Arbor City Apartments," representing 0.4% of the initial Fixed Loan Group balance, such mortgaged real property constitutes, in whole or in part, a condominium. The related borrower owns 1 of 2 condominium units. In the related loan agreement, the borrower generally agreed, among other things, that (i) so

long as the underlying mortgage loan is outstanding, the condominium documents will not be modified or amended without the prior written consent of the lender, (ii) no portion of the condominium units owned by such borrower and no portion of the common elements have been sold or encumbered and/or that it will not sell or encumber any such portions without the express written consent of the lender, (iii) it will operate the condominium units solely as a rental apartment project and (iv) it will indemnify the lender from and against any and all losses or damages arising out of the failure of the borrower to comply with any laws or regulations related to the condominium.

Cooperative Ownership. Certain mortgaged real properties are owned by cooperative corporations. For example, with respect to the underlying mortgage loans in the Fixed Loan Group secured by the mortgaged real property identified on Exhibit A-1 as “Skyview On The Hudson” and “Skyview On The Hudson (Third Lien),” collectively representing 3.0% of the initial Fixed Loan Group balance, the related borrower is a cooperative association or similar entity. As of the date of the origination of the related underlying mortgage loans, 99.8% of the cooperative units had been sold.

Mortgage Pool and Loan Group Characteristics

Exhibits A-1, A-2 and A-3 present in detail various characteristics of the underlying mortgage loans and of the corresponding mortgaged real properties, on an individual basis and in tabular format. The statistics in the tables and schedules on Exhibits A-1, A-2 and A-3 were derived, in many cases, from information and operating statements furnished by or on behalf of the respective borrowers. The information and the operating statements were generally unaudited and have not been independently verified by us or Freddie Mac.

Additional Loan and Property Information

Borrower Structures.

With respect to all of the underlying mortgage loans in the Floating Loan Group and 79 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 98.5% of the initial Fixed Loan Group balance, the related borrowers are single purpose entities whose organizational documents or the terms of the underlying mortgage loans limit their activities to the ownership of only the related mortgaged real property or properties and, subject to exceptions, including relating to subordinate debt secured by the related mortgaged real properties, generally limit the borrowers’ ability to incur additional indebtedness other than trade payables and equipment financing relating to the mortgaged real properties in the ordinary course of business.

With respect to 3 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 1.5% of the initial Fixed Loan Group balance, the related borrower is a single asset entity whose only asset is the related mortgaged real property. However, additional debt may be undertaken by such borrower which may increase the possibility that the borrower may become bankrupt or insolvent. Such borrower is not permitted to (i) own any real or personal property other than the related mortgaged real property and personal property related to the operation and maintenance of such mortgaged real property, (ii) operate any business other than the management and operation of such mortgaged real property or (iii) maintain its assets in a way that is difficult to segregate and identify. We cannot assure you that these circumstances will not adversely impact operations at or the value of the mortgaged real properties.

See “Risk Factors—Risks Related to the Underlying Mortgage Loans—The Type of Borrower May Entail Risk” in this information circular for a further description of each of these borrower structures.

Ground Lease.

With respect to the underlying mortgage loan in the Fixed Loan Group secured by the mortgaged real property identified on Exhibit A-1 as “Grandmarc At Austin (Third Lien),” representing 0.5% of the initial Fixed Loan Group balance, such underlying mortgage loan is secured by the leasehold interest of the related borrower in such mortgaged real property. The mortgaged real property is subject to a ground lease dated November 4, 2010, between The Most Reverend Joe S. Vasquez, Bishop Of The Roman Catholic Diocese Of Austin, as ground lessor, and the related borrower, as ground lessee. The current fixed rent under such ground lease is \$446,250 *per annum*, subject to certain increases every five years pursuant to the terms of such ground lease. The ground lease is scheduled to terminate on December 31, 2109.

Delinquencies. None of the underlying mortgage loans was, as of November 1, 2018, 30 days or more delinquent with respect to any monthly debt service payment.

Title, Survey and Similar Issues. The permanent improvements on certain of the mortgaged real properties may encroach over an easement or a setback line or onto another property. In other instances, certain oil, gas or water estates may affect a property. Generally in those cases, either (i) the related lender's title policy insures against loss if a court orders the removal of the improvements causing the encroachment or (ii) the respective title and/or survey issue was analyzed by the originating lender and determined not to materially affect the respective mortgaged real property for its intended use. There is no assurance, however, that any such analysis in this regard is correct, or that such determination was made in each and every case.

Restrictive Covenants and Contractual Covenants. Some of the multifamily rental properties that secure the underlying mortgage loans may be subject to land use restrictive covenants or contractual covenants in favor of federal or state housing agencies.

For example, with respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as "Halstead Danvers," "City Gate Apartment Homes," "New Brookside Apartments," "Canterra Apartments" and "Ann Arbor City Apartments," collectively representing 6.7% of the initial Fixed Loan Group balance, the related mortgaged real properties are each subject to a land use restriction agreement in favor of a local, state or federal agency. The agreements generally require that all or a portion of the units at such mortgaged real property be reserved for tenants earning no more than 50.0% to 80.0% of the related area median income, subject to certain rental restrictions.

In addition, with respect to the underlying mortgage loan in the Fixed Loan Group secured by the mortgaged real property identified on Exhibit A-1 as "Halstead Danvers," representing 3.3% of the initial Fixed Loan Group balance, the related mortgaged real property is subject to a land use restriction agreement in favor of the Commonwealth of Massachusetts. The agreement generally requires that (i) at least 20.0% of the units be reserved for tenants age 55 and older (the "Age Restricted Units"), (ii) at least 10.0% of the Age Restricted Units be reserved for tenants earning no more than 80.0% of the area median income, (iii) at least 12.0% of the units other than the Age Restricted Units (the "Unrestricted Units") be reserved for tenants earning no more than 80.0% of the area median income and (iv) at least 3.0% of the Unrestricted Units be reserved for tenants earning no more than 50.0% of the area median income, subject to certain rental restrictions. The agreement is perpetual.

Low Income Housing Tax Credits. Some of the mortgaged real properties that secure the underlying mortgage loans may entitle or may have entitled their owners to receive low income housing tax credits pursuant to Code Section 42.

For example, with respect to the underlying mortgage loans in the Fixed Loan Group secured by the mortgaged real properties identified on Exhibit A-1 as "Meadow Ridge Apartments (Third Lien)" and "Milford Commons I And II," collectively representing 1.0% of the initial Fixed Loan Group balance, each related mortgaged real property is subject to a land use restriction agreement in favor of a local, state or federal agency made in connection with the allocation of federal low-income housing tax credits under Code Section 42. The agreements generally require that all or a portion of the units at each related mortgaged real property be reserved for tenants earning no more than 40.0% to 60.0% of the related area median income, subject to certain rental restrictions.

Rental Subsidy Programs. Some of the mortgaged real properties have tenants that rely on rent subsidies under various government funded programs, including Section 8.

For example, with respect to the underlying mortgage loans secured by the mortgaged real properties identified on Exhibit A-1 as "Westbury Apartments," "Woodlands Of Arlington," "Fountain Park Apartments," "Twin Creeks Apartments," "Parc Station (Third Lien)," "Morning Run Apartment Homes (Third Lien)," "Meadow Ridge Apartments (Third Lien)," "Shoreside Village," "Royal Gardens" and "Milford Commons I And II," collectively representing 11.2% of the initial Fixed Loan Group balance, the sponsor of each related borrower reported that certain tenants at the related mortgaged real property utilize Section 8 vouchers. In addition, with respect to certain of the underlying mortgage loans, the borrower may receive subsidies or other assistance from government programs. Generally, a mortgaged real property receiving such subsidy or assistance must satisfy certain requirements, the borrower must observe certain leasing practices and/or the tenant(s) must regularly meet certain

income requirements. For example, with respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as “Royal Gardens,” representing 0.5% of the initial Fixed Loan Group balance, such mortgaged real property is subject to a project-based Section 8 Housing Assistance Payments (“HAP”) contract. The HAP contract cannot be assigned by the lender without the consent of HUD or a state or local housing agency and will not be assigned to the issuing entity. We cannot assure you that such programs will continue in their present form or that the borrower will continue to comply with the requirements of the programs to enable the borrower to receive the subsidies in the future or that the level of assistance provided will be sufficient to generate enough revenues for the borrower to meet their obligations under the underlying mortgage loans, nor can we assure you that any transferee of the mortgaged real property, whether through foreclosure or otherwise, will obtain the consent of HUD or any state or local housing agency.

Tax Abatements and Exemptions. Some of the mortgaged real properties that secure the underlying mortgage loans may entitle or may have entitled their owners to receive tax abatements or exemptions or may be subject to reduced taxes in connection with a “payment in lieu of taxes” (“PILOT”) agreement.

Litigation. There may be pending or, from time to time, threatened legal proceedings against the borrowers under the underlying mortgage loans, the property managers of the related mortgaged real properties and their respective affiliates, arising out of the ordinary business of those borrowers, property managers and affiliates.

For example, with respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as “Fountainhead,” representing 1.7% of the initial Fixed Loan Group balance, the sponsor of the related borrower disclosed that it is subject to a pending class-action lawsuit involving allegations of negligence, recklessness, and unfair trade practices against the sponsor relating to a property other than the mortgaged real property. The sponsor reported that the lawsuit is in its preliminary stages and does not involve any claims involving the related borrower or the related mortgaged real property.

Redevelopment or Renovation.

For example, with respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as “Morning Run Apartment Homes (Third Lien),” representing 1.0% of the initial Fixed Loan Group balance, the sponsor of the related borrower disclosed that there is currently 1 unavailable unit at the mortgaged real property. The sponsor reported that the estimated cost to complete the related repairs is \$10,000.

In addition, with respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as “Autumn Cove Apartments (Fka Bridgewater),” representing 0.8% of the initial Fixed Loan Group balance, the sponsor of the related borrower disclosed that there is currently 1 unavailable unit at the mortgaged real property. The sponsor reported that the estimated cost to complete the related repairs is \$800.

Underwriting Matters

General. Each underlying mortgage loan was originated by the applicable Originator substantially in accordance with the standards in the Freddie Mac Act and the Guide, each as described in “Description of the Mortgage Loan Seller and Guarantor—Mortgage Loan Purchase and Servicing Standards of the Mortgage Loan Seller” in this information circular. In connection with the origination or acquisition of each of the underlying mortgage loans, the applicable Originator or acquiror of the underlying mortgage loan evaluated the corresponding mortgaged real property or properties in a manner generally consistent with the standards described in this “—Underwriting Matters” section.

With respect to certain of the underlying mortgage loans with original principal balances of \$15,000,000 or less, certain underwriting requirements set forth in the Guide may have been revised by streamlined underwriting requirements, including but not limited to: (i) no separate zoning report was required with reliance on zoning information contained in the appraisal; (ii) no updated survey was required if the borrower satisfied certain requirements, including delivery of an existing survey; (iii) simplified special purpose entity requirements; (iv) the requirement to deliver a wood destroying organism report might have been waived in certain circumstances; and (v) if there were no recognized environmental conditions at the mortgaged real property or an adjacent property, physical risk reports may have been obtained in lieu of environmental assessments or property condition reports.

The information provided in this information circular regarding the condition of the mortgaged real properties, any environmental conditions at the mortgaged real properties, valuations of or market information relating to the mortgaged real properties or legal compliance of the mortgaged real properties is based on reports described below under “—Environmental Assessments and Physical Risk Reports,” “—Property Condition Assessments and Physical Risk Reports,” “—Appraisals and Market Studies” and “—Zoning and Building Code Compliance,” provided by certain third-party independent contractors. Such reports have not been independently verified by any of the parties to the Pooling and Servicing Agreement, the mortgage loan seller or the affiliates of any of these parties.

Subject to certain exceptions, the property condition assessments, physical risk reports and appraisals described in this section were generally performed in connection with the origination of the underlying mortgage loans, which were originated between August 27, 2015 and August 1, 2018. Neither we nor the mortgage loan seller obtained updated property condition assessments, physical risk reports or appraisals in connection with this securitization. We cannot assure you that the information in such property condition reports, physical risk reports and appraisals reflects the current condition of or estimate of the current or prospective value of the mortgaged real properties.

With regard to each underlying mortgage loan, the underwriting information provided in this information circular reflects such information at the time of origination of the most subordinate junior loan on the related mortgaged real property, if any, regardless of whether such mortgage loan is included in the issuing entity.

Environmental Assessments and Physical Risk Reports. With respect to all of the mortgaged real properties securing the underlying mortgage loans in the Floating Loan Group and 80 of the mortgaged real properties securing 81 underlying mortgage loans in the Fixed Loan Group, collectively representing 99.3% of the initial Fixed Loan Group balance, Phase I ESAs were prepared in connection with the origination of the related first-lien Senior Loan. The ESAs, meeting criteria consistent with the Servicing Standard, were prepared pursuant to ASTM International standards for “Phase I” environmental site assessments. In addition to the Phase I standards, many of the environmental reports included additional research, such as limited sampling for asbestos-containing material, lead-based paint and radon, depending on the property use and/or age. Additionally, as needed pursuant to ASTM International standards, supplemental “Phase II” site sampling investigations were completed for some mortgaged real properties to evaluate further certain environmental issues. Desktop environmental database searches were generally conducted in connection with the origination of the underlying mortgage loans, but updated environmental assessments were not obtained in connection with this securitization. With respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as “Pine Ridge Apartments,” representing 0.7% of the initial Fixed Loan Group balance, a physical risk report was prepared in connection with the origination of the underlying mortgage loan. The physical risk reports, meeting criteria consistent with the Servicing Standard, were prepared pursuant to the requirements, duties, and responsibilities of the physical risk consultant set forth in the Guide. We cannot assure you that the environmental assessments or investigations or physical risk reports, as applicable, identified all environmental conditions and risks at, or that any environmental conditions will not have a material adverse effect on the value of or cash flow from, one or more of the mortgaged real properties.

If the environmental investigations described above identified material adverse or potentially material adverse environmental conditions at or with respect to any of the respective mortgaged real properties securing an underlying mortgage loan or at a nearby property with potential to affect a mortgaged real property, then the applicable Originator may have taken or caused to be taken one or more of the following actions:

- an environmental consultant investigated those conditions and recommended no further investigations or remediation;
- an operation and maintenance plan or other remediation was required and/or an escrow reserve was established to cover the estimated costs of obtaining that plan and/or effecting that remediation;
- those conditions were remediated or abated prior to the Closing Date;
- a letter was obtained from the applicable regulatory authority stating that no further action was required;
- another responsible party has agreed to indemnify the holder of the underlying mortgage loan from any losses that such party suffers as a result of such environmental conditions;

- an environmental insurance policy was obtained with respect to the mortgaged real property;
- in those cases in which it was known that an offsite property is the location of a leaking underground storage tank (“UST”) or groundwater contamination, a responsible party other than the related borrower has been identified under applicable law, and generally one or more of the following are true—
 1. that condition is not known to have affected the mortgaged real property; or
 2. the responsible party has either received a letter from the applicable regulatory agency stating no further action is required, established a remediation fund, engaged in responsive remediation, or provided an indemnity or guaranty to the borrower or the mortgagee/lender; and/or
- in those cases involving underlying mortgage loans with an original principal balance of less than \$1,000,000, the borrower expressly agreed to comply with all federal, state and local statutes or regulations respecting the identified adverse environmental conditions.

For some of the mortgaged real properties, the related ESAs may have noted that onsite USTs or leaking USTs previously had been removed or closed in place or other types of potential or actual spills or releases may have occurred, and based on criteria such as experience with past investigations, cleanups or other response actions, the quantities or types of hazardous materials involved, the absence of significant risk, tank test results or other records, and/or other circumstances including regulatory closure, the ESAs did not recommend any further investigation or other action.

In some such cases, even where regulatory closure was documented for past incidents the ESAs may have reported that requests to governmental agencies for any related files are pending. However, those ESAs nevertheless concluded that such incidents were not likely to be significant at the time they were prepared.

Some borrowers under the underlying mortgage loans may not have satisfied all post-closing obligations required by the related loan documents with respect to environmental matters.

We cannot assure you that such post-closing obligations have been satisfied or will be satisfied or that any of the recommended operations and maintenance plans have been or will continue to be implemented.

The Pooling and Servicing Agreement will require that the special servicer obtain an ESA of a mortgaged real property within 12 months prior to acquiring title to the property or assuming its operation. This requirement precludes enforcement of the security for the related underlying mortgage loan until a satisfactory ESA is obtained or until any required remedial action is taken. We cannot assure you that the requirements of the Pooling and Servicing Agreement will effectively insulate the issuing entity from potential liability for a materially adverse environmental condition at any mortgaged real property.

Property Condition Assessments and Physical Risk Reports. With respect to all of the mortgaged real properties, a third-party engineering firm inspected the property to assess exterior walls, roofing, interior construction, mechanical and electrical systems and general condition of the site, buildings and other improvements located at each of the mortgaged real properties in connection with the origination of the related first-lien Senior Loan. With respect to the underlying mortgage loan secured by the mortgaged real property identified on Exhibit A-1 as “Pine Ridge Apartments,” representing 0.7% of the initial Fixed Loan Group balance, such third-party engineering firm prepared a physical risk report.

The inspections identified various deferred maintenance items and necessary capital improvements at some of the mortgaged real properties. The resulting inspection reports generally included an estimate of cost for any recommended repairs or replacements at a mortgaged real property. When repairs or replacements were recommended and deemed material by the applicable Originator, the related borrower was required to carry out necessary repairs or replacements and, in some instances, to establish reserves, generally in the amount of 100% to 125% of the cost estimated in the inspection report, to fund deferred maintenance or replacement items that the reports characterized as in need of prompt attention. See the columns titled “Engineering Escrow/Deferred Maintenance,” “Replacement Reserve (Initial)” and “Replacement Reserve (Monthly)” on Exhibit A-1. Property condition assessments were not conducted for all the mortgaged real properties in connection with the origination of

the underlying mortgage loans. We cannot assure you that another inspector would not have discovered additional maintenance problems or risks, or arrived at different, and perhaps significantly different, judgments regarding the problems and risks disclosed by the respective inspection reports and the cost of corrective action. In addition, some of the required repairs or replacements may be in progress as of the date of this information circular, and we cannot assure you that the related borrowers will complete any such required repairs or replacements in a timely manner or in accordance with the requirements set forth in the loan documents.

Appraisals and Market Studies. An independent appraiser that is state-certified and/or a member of the American Appraisal Institute conducted an appraisal reflecting a valuation as of a date occurring within the 34-month period ending on November 1, 2018, in order to establish an appraised value with respect to all of the mortgaged real properties. Those appraisal valuations are the basis for the Appraised Values for the respective mortgaged real properties set forth on Exhibit A-1 and provide “as-is” values as of the dates set forth on Exhibit A-1.

In general, appraisals seek to establish the amount a typically motivated buyer would pay a typically motivated seller. However, this amount could be significantly higher than the amount obtained from the sale of a particular mortgaged real property under a distress or liquidation sale. Implied in the Appraised Values shown on Exhibit A-1, is the contemplation of a sale at a specific date and the passing of ownership from seller to buyer under the following conditions:

- buyer and seller are motivated;
- both parties are well informed or well advised, and each is acting in what he considers his own best interests;
- a reasonable time is allowed to show the property in the open market;
- payment is made in terms of cash in U.S. dollars or in comparable financial arrangements; and
- the price paid for the property is not adjusted by special or creative financing or sales concessions granted by anyone associated with the sale.

In certain cases, appraisals may reflect “as-is,” “as stabilized” or other values which may contain certain assumptions, such as future construction completion, projected re-tenanting or increased tenant occupancies. We cannot assure you that any assumption is or will be accurate or that the “as-is,” “as stabilized” or other value will be the value of such mortgaged real property at the indicated stabilization date. See “Risk Factors—Risks Related to the Underlying Mortgage Loans—Appraisals and Market Studies May Inaccurately Reflect the Current or Prospective Value of the Mortgaged Real Properties” in this information circular. Each appraisal referred to above involved a physical inspection of the property and reflects a correlation of the values established through the Sales Comparison Approach, the Income Approach and/or the Cost Approach.

Either the appraisal itself, or a separate letter, contains a statement to the effect that the appraisal guidelines set forth in Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 were followed in preparing that appraisal. However, we have not independently verified the accuracy of this statement.

In the case of any underlying mortgage loan, the related borrower may have acquired the mortgaged real property at a price less than the Appraised Value on which the underlying mortgage loan was underwritten.

We cannot assure you that information regarding Appraised Values accurately reflects past, present or future market values of the mortgaged real properties. Additionally, with respect to the appraisals setting forth assumptions as to the “as-is,” “as stabilized” or other values, we cannot assure you that such assumptions are or will be accurate or that the “as-is,” “as stabilized” or other values will be the value of the related mortgaged real property at any indicated stabilization date.

Zoning and Building Code Compliance. In connection with the origination of each underlying mortgage loan or the first-lien Senior Loan, the applicable Originator examined whether the use and operation of the related mortgaged real property were in material compliance with zoning, land-use, building, fire and health ordinances, rules, regulations and orders then-applicable to the mortgaged real property. Evidence of this compliance may have been in the form of certifications and other correspondence from government officials or agencies, title insurance

endorsements, engineering, consulting or zoning reports, appraisals, legal opinions, surveys, recorded documents, temporary or permanent certificates of occupancy and/or representations by the related borrower. Where a material noncompliance was found or the property as currently operated is a legal non-conforming use and/or structure, an analysis was generally conducted as to—

- whether, in the case of material noncompliance, such noncompliance constitutes a legal non-conforming use and/or structure, and if not, whether an escrow or other requirement was appropriate to secure the taking of necessary steps to remediate any material noncompliance or constitute the condition as a legal non-conforming use or structure;
- the likelihood that a material casualty would occur that would prevent the property from being rebuilt in its current form; and
- whether existing replacement cost property damage insurance or, if necessary, supplemental law or ordinance coverage would, in the event of a material casualty, be sufficient—
 1. to satisfy the entire underlying mortgage loan; or
 2. taking into account the cost of repair, to pay down the underlying mortgage loan to a level that the remaining collateral would be adequate security for the remaining loan amount.

For example, with respect to the mortgaged real property identified on Exhibit A-1 as “Skyview On The Hudson” and “Skyview On The Hudson (Third Lien),” securing underlying mortgage loans collectively representing 3.0% of the initial Fixed Loan Group balance, the mortgaged real property is legal non-conforming as to the number of dwelling units. The related borrower obtained a waiver from the related lender to maintain ordinance and law coverage in amounts less than that generally required by the mortgage loan seller.

We cannot assure you that any such analysis in this regard is correct, or that the above determinations were made in each and every case.

Significant Underlying Mortgage Loans

For summary information on the ten largest underlying mortgage loans or group of cross-collateralized underlying mortgage loans in the Fixed Loan Group, see Exhibits A-1, A-2 and A-3.

Significant Originators

Berkadia Commercial Mortgage LLC

Berkadia Commercial Mortgage LLC, a Delaware limited liability company (“Berkadia”), originated 18 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 27.8% of the initial Fixed Loan Group balance. Berkadia is also expected to be the sub-servicer of certain of the underlying mortgage loans. Berkadia is, indirectly, wholly-owned by Leucadia National Corporation and Berkshire Hathaway Inc.

Since the beginning of 2010, Berkadia has originated approximately \$46.4 billion in multifamily mortgage loans designated for subsequent sale to Freddie Mac for inclusion in securitization transactions similar to this transaction. Each of these mortgage loans is generally sold to Freddie Mac within 60 days of such loan’s origination.

As of September 30, 2018, Berkadia’s default rate on the Berkadia originated Freddie Mac portfolio is 0.0%. With respect to multifamily mortgage loans that Berkadia originates for resale to Freddie Mac, unless otherwise noted to Freddie Mac with respect to any particular loan or loans, Berkadia originates such mortgage loans substantially in accordance with the standards in the Freddie Mac Act and the Guide as described in “Description of the Mortgage Loan Seller and Guarantor—Mortgage Loan Purchase and Servicing Standards of the Mortgage Loan Seller” in this information circular. The underwriting standards of Berkadia are consistent in all material respects with the standards and practices set forth in “—Underwriting Matters” in this information circular.

The information set forth in this section “Description of the Underlying Mortgage Loans—Significant Originators—Berkadia Commercial Mortgage LLC” has been provided by Berkadia. Neither the depositor nor any

other person other than Berkadia makes any representation or warranty as to the accuracy or completeness of such information.

CBRE Capital Markets, Inc.

CBRE Capital Markets, Inc., a Texas corporation (“CBRECM”), originated 3 of the underlying mortgage loans in the Floating Loan Group, collectively representing 54.7% of the initial Floating Loan Group balance, and 11 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 12.3% of the initial Fixed Loan Group balance. CBRE Loan Services, Inc., a Delaware corporation (“CBRELS”) and a wholly-owned affiliate of CBRECM, will sub-service all of the underlying mortgage loans originated by CBRECM. CBRECM is not an affiliate of the issuing entity, the depositor, the master servicer, the special servicer, the trustee, the custodian, the certificate administrator or the mortgage loan seller. Since 1998, CBRECM and its subsidiaries have originated approximately \$80.1 billion in multifamily mortgage loans for sale to Freddie Mac, of which approximately \$53.1 billion have been sold to Freddie Mac for securitization in transactions similar to this transaction. With respect to multifamily mortgage loans that CBRECM originates for sale to Freddie Mac, CBRECM originates such mortgage loans substantially in accordance with the standards in the Freddie Mac Act and the Guide as described in “Description of the Mortgage Loan Seller and Guarantor—Mortgage Loan Purchase and Servicing Standards of the Mortgage Loan Seller” in this information circular.

Mortgage loans originated for purchase by Freddie Mac are underwritten to the standards of a prudent commercial real estate lender, with specific focus on complying with the standards and requirements of the Guide, and program requirements for the specific transaction and product type, and are approved and purchased by Freddie Mac prior to each securitization. CBRECM and its subsidiaries’ Freddie Mac portfolio had a delinquency rate of 0.21% as of September 30, 2018. The underwriting standards of CBRECM are consistent with the standards and practices set forth in “—Underwriting Matters” in this information circular. With respect to the description of “—Underwriting Matters—Appraisals and Market Studies” above, an independent appraiser that is state certified and/or a member of the Appraisal Institute conducts an appraisal of each mortgaged real property within 90 days of the origination of the underlying mortgage loan, in order to establish an appraised value with respect to all of the mortgaged real properties.

The information set forth above in this section “Description of the Underlying Mortgage Loans—Significant Originators—CBRE Capital Markets, Inc.” has been provided by CBRECM. Neither the depositor nor any other person other than CBRECM makes any representation or warranty as to the accuracy or completeness of such information.

Walker & Dunlop, LLC

Walker & Dunlop, LLC, a Delaware limited liability company (“W&D”), originated 1 underlying mortgage loan in the Floating Loan Group, representing 45.3% of the initial Floating Loan Group balance, and 15 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 21.3% of the initial Fixed Loan Group balance. W&D is also expected to be the sub-servicer of all the underlying mortgage loans it originated. As of June 30, 2018, W&D serviced 1,310 loans with an aggregate \$24.3 billion outstanding unpaid principal balance that were previously sold to Freddie Mac for securitization in transactions similar to this transaction. With respect to multifamily mortgage loans that W&D originates for sale to Freddie Mac, W&D originates such mortgage loans substantially in accordance with the standards in the Freddie Mac Act and the Guide as described in “Description of the Mortgage Loan Seller and Guarantor—Mortgage Loan Purchase and Servicing Standards of the Mortgage Loan Seller” in this information circular.

Mortgage loans originated for purchase by Freddie Mac are underwritten to the standards of a prudent commercial real estate lender, with specific focus on complying with the standards and requirements of the Guide, and program requirements for the specific transaction and product type, and are approved and purchased by Freddie Mac prior to each securitization. W&D’s Freddie Mac portfolio had a delinquency rate of 0.00% as of June 30, 2018. The underwriting standards of W&D are consistent with the standards and practices set forth in “—Underwriting Matters” in this information circular. With respect to the description of “—Underwriting Matters—Appraisals and Market Studies” above, an independent appraiser that is state certified and/or a member of the Appraisal Institute conducts an appraisal of each mortgaged real property within 90 days of the closing of the

underlying mortgage loan, in order to establish an appraised value with respect to all of the mortgaged real properties securing the underlying mortgage loans.

The information set forth in this section “Description of the Underlying Mortgage Loans—Significant Originators—Walker & Dunlop, LLC” has been provided by W&D. Neither the depositor nor any other person other than W&D makes any representation or warranty as to the accuracy or completeness of such information.

Assignment of the Underlying Mortgage Loans

On or before the Closing Date, the mortgage loan seller will transfer the underlying mortgage loans to us, and we will transfer all of the underlying mortgage loans to the trustee. The trustee will hold the underlying mortgage loans for the benefit of the certificateholders and Freddie Mac within the meaning of Section 1367(b)(19)(B) of the Federal Housing Enterprises Financial Safety and Soundness Act of 1992, as amended. In each case, the transferor will assign the underlying mortgage loans, without recourse, to the transferee.

In connection with these transfers, on the Closing Date or at such later date as is permitted under the Pooling and Servicing Agreement, the mortgage loan seller will generally be required to deliver or cause the delivery of the mortgage file to the custodian with respect to each of the underlying mortgage loans, which mortgage file will consist of the following documents, among others:

- either—
 1. the original promissory note, endorsed without recourse, representation or warranty (other than as set forth in the mortgage loan purchase agreement) to the order of the trustee or in blank, or
 2. if the original promissory note has been lost, a copy of that note (or an original or a copy of the consolidated debt instrument, as applicable), together with a lost note affidavit and indemnity;
- an original or a copy of the mortgage instrument, and if the particular document has been returned from the applicable recording office, an original or copy of that document from the applicable recording office, and originals or copies or a counterpart of any intervening assignments of that document, in each case, with evidence of recording on the document or certified by the applicable recording office;
- an original of any related loan agreement (if separate from the related mortgage);
- an original or copy of the assignment of the related mortgage instrument in favor of the trustee or in blank, in recordable form except for any missing recording information relating to that mortgage instrument;
- originals or copies of all assumption agreements, modification agreements, written assurance agreements and substitution agreements, if any, in those instances where the terms or provisions of the related mortgage instrument, loan agreement or promissory note have been modified or the underlying mortgage loan has been assumed;
- with respect to any other debt of a borrower or mezzanine borrower permitted under the related underlying mortgage loan, an original or copy of a subordination agreement, standstill agreement or other intercreditor, co-lender or similar agreement relating to such other debt, if any, including any Senior Loan Documents, mezzanine loan documents, and a copy of the promissory note relating to such other debt (if such other debt is also secured by the related mortgage);
- original letters of credit, if any, relating to the underlying mortgage loans and all appropriate assignment or amendment documentation related to the assignment to the issuing entity of any letter of credit securing the underlying mortgage loan which entitle the issuing entity to draw on such letter of credit; *provided* that in connection with the delivery of the mortgage file to the issuing entity, such originals will be delivered to the master servicer and copies of such originals will be delivered to the custodian on behalf of the trustee;
- the original or a copy of any environmental indemnity agreements and copies of any environmental insurance policies pertaining to the mortgaged real properties required in connection with the origination of the underlying mortgage loan, if any;
- the original or copy of any (i) intercreditor agreements and any associated certificates, assignments, assumption agreements or other related documents, (ii) subordination agreement, standstill agreement or

other intercreditor, co-lender or similar agreement related to any affiliate debt and (iii) indemnification agreement;

- an original or copy of the lender's title insurance policy or, if a title insurance policy has not yet been issued, a *pro forma* title policy or a "marked up" commitment for title insurance, which in either case is binding on the title insurance company;
- the original or a counterpart of any guaranty of the obligations of the borrower under the underlying mortgage loan, if any;
- an original or copy or a counterpart of the UCC financing statement and an original or copy or a counterpart of any intervening assignments from the applicable Originator to the mortgage loan seller, in the form submitted for recording, or if recorded, with evidence of recording indicated on such UCC financing statement or intervening assignment;
- an original or copy of the UCC financing statement assignments, sufficient to assign each UCC financing statement filed in connection with the related underlying mortgage loan to the trustee;
- the original or a copy of each related collateral assignment of management agreement and each cash management agreement, if any;
- the original or copy of any related third party interest rate cap agreement, if applicable, any amendment thereof, and the related notice of assignment thereof from the mortgage loan seller to the trustee;
- the original or a copy of any ground lease and any related estoppel certificates, if available; and
- the original or a copy of each related insurance agreement, if any.

The custodian is required to hold all of the documents delivered to it with respect to the underlying mortgage loans in trust for the benefit of the certificateholders under the terms of the Pooling and Servicing Agreement. Within a specified period of time following that delivery, the custodian will be further required to conduct a review of those documents. The scope of the custodian's review of those documents will, in general, be limited solely to confirming that they have been received, that they appear regular on their face (handwritten additions, changes or corrections will not be considered irregularities if initialed by the borrower), that (if applicable) they appear to have been executed and that they purport to relate to an underlying mortgage loan. The trustee, the certificate administrator and the custodian are under no duty or obligation to inspect, review or examine any of the documents in the mortgage file to determine whether the document is valid, effective, enforceable, in recordable form or otherwise appropriate for the represented purpose.

If any of the above-described documents required to be delivered by the mortgage loan seller to the custodian is not delivered or is otherwise defective, and that omission or defect materially and adversely affects the value of the underlying mortgage loan, or the interests of any class of certificateholders, then the omission or defect will constitute a material document defect as to which the issuing entity will have the rights against the mortgage loan seller as described under "—Cures, Repurchases and Substitutions" below.

So long as Freddie Mac is the master servicer, the special servicer (in consultation with the applicable Approved Directing Certificateholder (if any)) will be responsible for determining whether a defect is materially adverse.

Within a specified period of time as set forth in the Pooling and Servicing Agreement, the mortgage loan seller or a third-party independent contractor will be required to submit for recording in the real property records of the applicable jurisdiction each of the assignments of recorded loan documents in the trustee's favor described above. Because some of the underlying mortgage loans are newly originated, many of those assignments may not be completed and recorded until the related mortgage instrument, reflecting the necessary recording information, is returned from the applicable recording office.

Representations and Warranties

As of the Closing Date (or as of the date otherwise indicated on Exhibit C-1 or in the mortgage loan purchase agreement), the mortgage loan seller will make, with respect to each underlying mortgage loan that it is selling to us

for inclusion in the issuing entity, representations and warranties that are expected to be generally in the form set forth on Exhibit C-1, subject to exceptions that are expected to be generally in the form set forth on Exhibit C-2. The final forms of those representations and warranties and those exceptions will be made in the mortgage loan purchase agreement between Freddie Mac and us, and will be assigned by us to the trustee under the Pooling and Servicing Agreement. You should carefully consider both those representations and warranties and those exceptions.

If there exists a breach of any of those representations and warranties made by the mortgage loan seller, and that breach materially and adversely affects the value of the underlying mortgage loan, or the interests of any class of certificateholders, then that breach will be a material breach of the representation and warranty. The rights of the certificateholders against the mortgage loan seller with respect to any material breach are described under “—Cures, Repurchases and Substitutions” below.

So long as Freddie Mac is the master servicer, the special servicer (in consultation with the applicable Approved Directing Certificateholder (if any)) will be responsible for determining whether a breach is materially adverse. At any other time, the master servicer will have such responsibility.

Cures, Repurchases and Substitutions

If the mortgage loan seller has been notified of, or itself has discovered, a defect in any mortgage file or a breach of any of its representations and warranties that, in either case, materially and adversely affects the value of any underlying mortgage loan (including any REO Property acquired in respect of any foreclosed mortgage loan) or any interests of the holders of any class of certificates in the applicable Certificate Group, then the mortgage loan seller will be required to take one of the following courses of action:

- cure such breach or defect in all material respects;
- repurchase the affected mortgage loan at the Purchase Price;
- replace the affected mortgage loan with one or more Qualified Substitute Mortgage Loans; *provided* no substitution may occur after the second anniversary of the Closing Date; or
- for certain breaches, reimburse the issuing entity for certain costs.

If the mortgage loan seller replaces an affected mortgage loan with one or more Qualified Substitute Mortgage Loans, then it will be required to pay to the issuing entity the amount, if any, by which—

- the price at which it would have had to purchase the removed mortgage loan, as described in the second bullet point of the preceding paragraph, exceeds
- the Stated Principal Balance of such Qualified Substitute Mortgage Loans as of the due date during the month that it is added to the issuing entity.

The mortgage loan seller must generally complete the cure, repurchase or substitution described above within 90 days following its receipt of notice of the material breach or material document defect. However, unless the material breach or material document defect relates to any mortgage note (or lost note affidavit or indemnity with respect to such mortgage note), if the material breach or material document defect is capable of being cured, if the mortgage loan seller is diligently attempting to correct the material breach or material document defect and with respect to a material document defect, such underlying mortgage loan is not then a Specially Serviced Mortgage Loan and the missing or defective document is not needed to adequately pursue the lender’s rights prior to such time, then the mortgage loan seller will generally be entitled to as much as an additional 90 days to complete that cure, repurchase or substitution (unless such material breach or material document defect causes any mortgage loan to not be a “qualified mortgage” within the meaning of the REMIC Provisions) if any underlying mortgage loan is required to be cured, repurchased or substituted as contemplated above.

Any of the following document defects in an underlying mortgage loan will be conclusively presumed to materially and adversely affect the interests of a class of certificateholders:

- the absence from the mortgage file of the original signed mortgage note, unless the mortgage file contains a signed lost note affidavit, indemnity and endorsement;

- the absence from the mortgage file of an original or copy of the signed mortgage;
- the absence from the mortgage file of the original or copy of the lender's title insurance policy (together with all endorsements or riders that were issued with or subsequent to the issuance of such policy), or, if the policy has not yet been issued, a binding written commitment (including a *pro forma* or specimen title insurance policy, which has been accepted or approved in writing by the related title insurance company) relating to the underlying mortgage loan;
- the absence from the mortgage file of the originals or copies of any intervening assignments or endorsements required to create an effective assignment to the trustee on behalf of the issuing entity; or
- the absence from the mortgage file of any required original letter of credit (unless such original has been delivered to the master servicer and a copy of such letter of credit is part of the mortgage file); *provided* that such defect may be cured by providing a substitute letter of credit or a cash reserve.

Any defect or any breach that, in either case, causes any underlying mortgage loan not to be a "qualified mortgage" within the meaning of the REMIC Provisions will be deemed a material breach or material document defect, requiring the mortgage loan seller to purchase or substitute the affected mortgage loan from the issuing entity within 90 days from the discovery of the defect or breach at the applicable purchase price described above and in conformity with the mortgage loan purchase agreement.

This obligation to cure, repurchase, substitute one or more Qualified Substitute Mortgage Loans or reimburse the issuing entity will constitute the sole remedies available to the certificateholders and the trustee for any defect in a mortgage file or any breach on the part of the mortgage loan seller of its representations or warranties regarding the underlying mortgage loans.

We cannot assure you that the mortgage loan seller has or will have sufficient assets with which to fulfill any cure, repurchase or substitution obligations on its part that may arise.

Changes in Loan Group Characteristics

The description in this information circular of each Loan Group is based on such Loan Group as it is expected to be constituted at the time the offered certificates are issued, with adjustments for the monthly debt service payments due on the underlying mortgage loans on or before the Cut-off Date. Prior to the issuance of the offered certificates, one or more mortgage loans may be removed from either Loan Group if we consider the removal necessary or appropriate. A limited number of other mortgage loans may be included in either Loan Group prior to the issuance of the offered certificates, unless including those mortgage loans would materially alter the characteristics of such Loan Group as described in this information circular. We believe that the information in this information circular will be generally representative of the characteristics of the Loan Groups as they will be constituted at the time the offered certificates are issued. However, the range of mortgage interest rates and maturities, as well as the other characteristics of the underlying mortgage loans in each Loan Group described in this information circular, may vary, and the actual initial Loan Group balances may be as much as 5% larger or smaller than the initial Loan Group balances specified in this information circular.

Certain Legal Aspects of the Underlying Mortgage Loans

The following discussion contains summaries of certain legal aspects related to underlying mortgage loans secured by mortgaged real properties located in Colorado, Texas, Ohio and Georgia where mortgaged real properties securing underlying mortgage loans collectively representing more than 10% of the initial Loan Group balance of either Loan Group are located. See "Summary of the Information Circular—The Underlying Mortgage Loans—Geographic Concentration" for the number of underlying mortgage loans in each state and the percentage of the initial Loan Group balance for each Loan Group such underlying mortgage loans represent in each state.

Various states have imposed statutory prohibitions or limitations that limit the remedies of a mortgagee under a mortgage or a beneficiary under a deed of trust. The underlying mortgage loans are limited recourse loans and are, therefore, generally not recourse to the borrowers but limited to the mortgaged real properties. Even if recourse is available pursuant to the terms of an underlying mortgage loan, certain states have adopted statutes which impose prohibitions against or limitations on such recourse. The limitations described below and similar or other restrictions

in other jurisdictions where mortgaged real properties are located may restrict the ability of the master servicer or the special servicer, as applicable, to realize on the underlying mortgage loans and may adversely affect the amount and timing of receipts on the underlying mortgage loans.

Certain Legal Aspects of Mortgaged Real Properties Located in Colorado. Mortgage loans in Colorado are typically secured by a deed of trust to the public trustee. Mortgages and deeds of trust to a private trustee, both of which require a judicial foreclosure, are valid but used infrequently. As a result, the process described below relates only to mortgage loans secured by a deed of trust to the public trustee. Following a default, the foreclosure is commenced by filing with the appropriate public trustee of the county in which the property is located a notice of election and demand for sale. Within 10 working days following the receipt of the notice, the public trustee records the notice of election and demand for sale with the clerk and recorder of the county, and commences publication of the notice of sale once a week for five consecutive weeks. During the publication period a summary proceeding is brought in the district court to obtain an order authorizing sale from the court. The issues before the court are generally limited to whether a default has occurred under the indebtedness or the security instrument and any other issues required to be examined pursuant to the Servicemembers Civil Relief Act. A court order authorizing the sale is a prerequisite to the public trustee's sale. Under Colorado law the borrower, a guarantor or a holder of a junior encumbrance is entitled to cure the default if the default is solely monetary, and if a notice of the intent to cure is filed with the public trustee or sheriff conducting the sale at least 15 days prior to the scheduled foreclosure sale. At the scheduled foreclosure sale the property is sold by the public trustee to the highest bidder, who is usually the foreclosing lender. An uncontested public trustee foreclosure procedure, not including the redemption periods and the issuance of a public trustee's deed, typically takes approximately 110 to 125 days to complete for non-agricultural property and approximately 215 to 230 days to complete for agricultural property. Neither the owner, nor any other person who is liable for a deficiency, has any redemption period following the foreclosure sale. However, a holder of a lien that is junior to the one being foreclosed, if any, does have a redemption period following the foreclosure sale. The price for redemption is the sum for which the property was sold at the foreclosure sale, with interest from the date of the sale, plus any taxes or other charges authorized with interest on such charges from the date paid. Interest is chargeable at the default rate specified in the instrument or if no default rate is specified, at the regular rate specified. In order to recover a deficiency, the holder of the indebtedness must bid, at minimum, its good faith estimate of the fair market value of the property being sold.

Certain Legal Aspects of Mortgaged Real Properties Located in Texas. Commercial mortgage loans in Texas are generally secured by deeds of trust on the related real estate. Foreclosure of a deed of trust in Texas may be accomplished by either a non-judicial trustee's sale under a specific power-of-sale provision set forth in the deed of trust or by judicial foreclosure. Due to the relatively short period of time involved in a non-judicial foreclosure, the judicial foreclosure process is rarely used in Texas. A judicial foreclosure action must be initiated, and a non-judicial foreclosure must be completed, within four years from the date the cause of action accrues. The cause of action for the unpaid balance of the indebtedness accrues upon the maturity of the indebtedness (by acceleration or otherwise).

Unless expressly waived in the deed of trust, the lender must provide the debtor with a written demand for payment, a notice of intent to accelerate the indebtedness, and a notice of acceleration prior to commencing any foreclosure action. It is customary practice in Texas for the demand for payment to be combined with the notice of intent to accelerate the indebtedness. In addition, with respect to a non-judicial foreclosure sale and notwithstanding any waiver by debtor to the contrary, the lender is statutorily required to (i) provide each debtor obligated to pay the indebtedness a notice of foreclosure sale via certified mail, postage prepaid and addressed to each debtor at such debtor's last known address at least 21 days before the date of the foreclosure sale; (ii) post a notice of foreclosure sale at the courthouse of each county in which the property is located; and (iii) file a notice of foreclosure sale with the county clerk of each county in which the property is located. Such 21 day period includes the entire calendar day on which the notice is deposited with the United States mail and excludes the entire calendar day of the foreclosure sale. The statutory foreclosure notice may be combined with the notice of acceleration of the indebtedness and must contain the location of the foreclosure sale and a statement of the earliest time at which the foreclosure sale will begin. To the extent the mortgage note or deed of trust contains additional notice requirements, the lender must comply with such requirements in addition to the statutory requirements set forth above.

The trustee's sale must be performed pursuant to the terms of the deed of trust and statutory law and must take place between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month, in the area designated for such sales by the county commissioners' court of the county in which the property is located, and must begin at the time

set forth in the notice of foreclosure sale or not later than three hours after that time. If the property is located in multiple counties, the sale may occur in any county in which a portion of the property is located. Under Texas law, the debtor does not have the right to redeem the property after foreclosure. Any action for deficiency must be brought within two years of the foreclosure sale. If the foreclosure sale price is less than the fair market value of the property, the debtor or any obligor (including any guarantor) may be entitled to an offset against the deficiency in the amount by which the fair market value of the property, less the amount of any claim, indebtedness, or obligation of any kind that is secured by a lien or encumbrance on the real property that was not extinguished by the foreclosure, exceeds the foreclosure sale price.

Certain Legal Aspects of Mortgaged Real Properties Located in Ohio. Commercial mortgage loans in Ohio are generally secured by mortgages on the related real estate, and such mortgages are foreclosed judicially. A suit to foreclose a mortgage is initiated with the filing, in the county in which the real estate is located, of a complaint against, and the service of a summons and complaint upon, the owner of the real estate and all parties with a recorded interest in the real estate. Along with the complaint, the filing plaintiff must include a preliminary judicial lien report or a commitment of an owner's fee policy of title insurance (practice varies from county to county) that is prepared by a title company and includes, among other things, a complete legal description of each parcel of real estate to be sold at the judicial sale as well as the home addresses of all record owners and lienholders. In many counties, the plaintiff must also file proof of ownership of the original note. If no answers to the complaint are filed, a judgment by default foreclosing the mortgage may be filed. If an answer is filed, any disputes raised by the answer must be determined judicially by summary disposition, if appropriate, or by trial. Once a judgment foreclosing the mortgage has been filed, the plaintiff files a praecipe with the clerk of courts requesting that an order and notice of sale of the real estate be issued by the clerk of the courts to the sheriff of the county in which the foreclosure judgment was entered. An advertisement of the foreclosure sale is published once a week for three to five consecutive weeks (practice varies from county to county) beginning at least 30 days prior to the sale in a newspaper of general circulation in the county in which the judgment was entered and in which the real estate is located. The notice of the sale, with a copy of the advertisement of sale that is to be published, is normally sent by restricted and regular mail to the owner of the real estate and all parties claiming an interest in the real estate. The sheriff appoints three disinterested feeholders who must agree on the value of the related property. The sale is conducted by the sheriff's office at the courthouse in the county in which the judgment was rendered, on the property or elsewhere as ordered by the court. The property must sell for at least two-thirds of the appraised value; and if the minimum bid is not received, the property must be reappraised and auctioned again. A party may petition the court for relief from the minimum bid requirement after an unsuccessful sale. Any delinquent real estate taxes on the real estate must be paid out of the proceeds of the sheriff's sale. If the mortgagee bids its debt, the mortgagee is not required to pay the purchase price, but is required to pay off prior liens, taxes and sheriff's costs. After the sale, a return is filed by the sheriff conducting the sale. A motion to confirm the sale must be filed with the court issuing the order of sale. If the court finds that the sale was performed in conformity with law and equity, the court will issue an order confirming the sale, which cuts off the equity of redemption. Upon the entry of an order confirming the sale, the sheriff conducting the sale will issue a sheriff's deed to the real estate to the successful purchaser at the sale.

Certain Legal Aspects of Mortgaged Real Properties Located in Georgia. Real property loans in Georgia are customarily secured by deeds to secure debt and are generally foreclosed pursuant to a private, non-judicial sale under the power of sale remedy, which must be contained in the deed to secure debt. Judicial foreclosure is also an available, but rarely exercised, remedy. In the power of sale foreclosure, the lender must provide notice of the sale by advertisement in a newspaper in which sheriff's notices of sale are published in the county in which the property is located once a week for 4 consecutive weeks immediately preceding the date of sale. The advertisement must contain certain information, including a description of the property and the instrument pursuant to which the sale is being conducted, and the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the mortgage with the debtor (provided that the lender is under no obligation to negotiate, amend or modify the terms of the deed to secure debt). A copy of the notice of sale to the published must be given to the debtor not less than 30 days prior to the date of the proposed foreclosure sale. If the loan has been assigned, the assignment vesting title to the deed to secure debt must be filed for record prior to the time of the sale. The foreclosure sale is conducted by the lender or its representatives, must occur between the hours of 10:00 a.m. and 4:00 p.m. on the first Tuesday of a month (except, if the first Tuesday of a month falls on New Year's Day or Independence Day, then the sale must be conducted on the immediately following Wednesday) and is held on the courthouse steps of the court in the county in which the property is located. At the sale the property is sold to the highest bidder, and the lender may "credit bid" the amount of its debt at the sale, so long as

the loan documents permit the lender to bid at the sale. The debtor's right of redemption is extinguished by the power of the sale foreclosure. In order to obtain a deficiency judgment for a recourse loan, the lender must first report the foreclosure sale to a judge of the Superior Court of the county in which the property is located within 30 days after the date of sale. The judge will then conduct a "confirmation hearing," notice of which must be served at least 5 days prior to the hearing on all obligors. The purpose of the confirmation hearing is to prove that (a) the real property sold for its "true market value" (which has been interpreted to mean "fair market value") and (b) the foreclosure sale was conducted in accordance with law. The judge may (i) confirm the sale (in which case the creditor may pursue the deficiency claim in a separate action against the obligors), (ii) set the sale aside (in which case the parties are returned to their respective positions immediately prior to the sale and a new foreclosure sale must be conducted) or (iii) deny confirmation of the sale and refuse to permit a resale (in which case the sale stands as completed but the creditor may not pursue a deficiency claim against the obligors). Georgia has no "one action" rule or statute.

DESCRIPTION OF THE INTERCREDITOR AGREEMENTS

General

All of the mortgaged real properties that secure the underlying mortgage loans also secure related Senior Loans. In addition, 1 underlying mortgage loan in the Floating Loan Group, secured by the mortgaged real property identified on Exhibit A-1 as "Lennox Flats (Third Lien)," representing 11.6% of the initial Floating Loan Group balance, also secures a fourth-lien Junior Loan and 1 underlying mortgage loan in the Fixed Loan Group, secured by the mortgaged real property identified on Exhibit A-1 as "Skyview On The Hudson," representing 2.1% of the initial Fixed Loan Group balance, also secures a third-lien Junior Loan. The relationships between the holder of the underlying mortgage loans and the holders of the Senior Loans or Junior Loans are subject to intercreditor agreements that govern the respective priorities of and the scope of rights, remedies and actions that each party can take with respect to the loans and the mortgaged real property. The terms of the respective existing intercreditor agreements are substantially similar to the description of the intercreditor agreements to be used in connection with future permitted subordinated mortgage debt, as described under "Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt—Permitted Subordinate Mortgage Debt" in this information circular but are qualified by the terms of the Pooling and Servicing Agreement described in the paragraph below.

The issuing entity's rights under the intercreditor agreement relating to the Senior Loans are modified under the terms of the Pooling and Servicing Agreement as follows: (i) the consent of the Approved Directing Certificateholders (if any) is required for any Servicing Advance made to cure a default on a related Senior Loan or Junior Loan, (ii) the issuing entity must assign its right to purchase a defaulted Senior Loan to the applicable directing certificateholder and Freddie Mac, (iii) if the applicable directing certificateholder or Freddie Mac exercises its purchase option on the defaulted Senior Loan it is required to also purchase the related Defaulted Loan from the issuing entity and (iv) each of directing certificateholder and Freddie Mac may assign its purchase option. See "The Pooling and Servicing Agreement—Realization Upon Mortgage Loans" and "—Senior Loan Purchase Option" in this information circular.

DESCRIPTION OF THE CERTIFICATES

General

The certificates will be issued on the Closing Date pursuant to the Pooling and Servicing Agreement. They will represent the entire beneficial ownership interest of the issuing entity. The assets of the issuing entity will include:

- the underlying mortgage loans;
- any and all payments under and proceeds of the underlying mortgage loans received after the Cut-off Date, in each case exclusive of payments of principal, interest and other amounts due on or before that date and exclusive of any fees paid or payable to Freddie Mac in connection with any pre-approved servicing request with respect to an underlying mortgage loan set forth in the Pooling and Servicing Agreement;
- the loan documents for the underlying mortgage loans;

- our rights under the mortgage loan purchase agreement;
- any REO Properties acquired by the issuing entity with respect to Defaulted Loans; and
- those funds or assets as from time to time are deposited in the collection account described under “The Pooling and Servicing Agreement—Collection Account” in this information circular, the special servicer’s REO accounts described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—REO Properties” in this information circular, the distribution account described under “—Distribution Account” below, the interest reserve account described under “—Interest Reserve Account” below the Initial Interest Reserve Account described under “—Initial Interest Reserve Account” below, or any servicing account (in the case of a servicing account, to the extent of the issuing entity’s interest in that account).

The certificates will include the following classes:

- the class A-FL, A-1, A-2, XI, XP and X certificates, which are the classes of certificates that are offered by this information circular and have the benefit of the Freddie Mac Guarantee; and
- the class B-FX, B-FL and R certificates, which are the classes of certificates that:
 1. will be retained or privately placed by us;
 2. are not offered by this information circular; and
 3. do not have the benefit of the Freddie Mac Guarantee.

The class A-FL, XI, XP and B-FL certificates are referred to in this information circular as the “Floating Loan Group Certificates” and will be entitled to distributions attributable to amounts collected on the underlying mortgage loans in the Floating Loan Group (*i.e.*, underlying mortgage loans that, in the absence of default, have LIBOR-based floating mortgage interest rates). The class A-1, A-2, X and B-FX certificates are referred to in this information circular as the “Fixed Loan Group Certificates” and will be entitled to distributions attributable to amounts collected on the underlying mortgage loans in the Fixed Loan Group (*i.e.*, underlying mortgage loans that, in the absence of default, have fixed mortgage interest rates). No class of Floating Loan Group Certificates will be entitled to any distributions of funds attributable to amounts collected on the underlying mortgage loans in the Fixed Loan Group and no class of Fixed Loan Group Certificates will be entitled to any distributions of funds attributable to amounts collected on the underlying mortgage loans in the Floating Loan Group. The class A-FL, A-1, A-2, B-FL and B-FX certificates are the certificates that will have principal balances (collectively, the “Principal Balance Certificates”). The class A-FL and B-FL certificates are referred to in this information circular as the “Floating Loan Group Principal Balance Certificates.” The class A-1, A-2 and B-FX certificates are referred to in this information circular as the “Fixed Loan Group Principal Balance Certificates.” The Floating Loan Group Certificates and the Fixed Loan Group Certificates are sometimes referred to in this information circular as “Loan Group Certificates” and all of the certificates comprising either the Floating Loan Group Certificates or the Fixed Loan Group Certificates are sometimes referred to in this information circular as a “Certificate Group.” The outstanding principal balance of any of these certificates will represent the total distributions of principal to which the holder of the certificate is entitled over time out of payments, or advances in lieu of payments, and other collections on the applicable assets of the issuing entity or, with respect to the Offered Principal Balance Certificates, the Freddie Mac Guarantee. Accordingly, on each distribution date, the outstanding principal balance of each of these certificates will be permanently reduced by any principal distributions actually made with respect to the certificates on that distribution date, including any Balloon Guarantor Payment. See “—Distributions” below. On any particular distribution date, the outstanding principal balance of each of these certificates may also be permanently reduced, without any corresponding distribution, in connection with losses on the underlying mortgage loans in the related Loan Group and default-related and otherwise unanticipated issuing entity expenses attributable or allocable to the related Certificate Group. See “—Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses” below.

The class XI, XP, X and R certificates will not have principal balances, and the holders of those certificates will not be entitled to receive distributions of principal. However, each of the class XI and X certificates will have a notional amount for purposes of calculating the accrual of interest with respect to that certificate. The class XI and X certificates are sometimes referred to in this information circular as the “interest-only certificates.”

For purposes of calculating the accrual of interest as of any date of determination, (i) the class XI certificates will have a notional amount that is equal to the then total outstanding principal balance of the class A-FL and B-FL certificates and (ii) the class X certificates will have a notional amount that is equal to the then total outstanding principal balance of the class A-1, A-2 and B-FX certificates.

In general, outstanding principal balances and notional amounts will be reported on a class-by-class basis. In order to determine the outstanding principal balance or notional amount of any of the offered certificates from time to time, you may multiply the original principal balance or notional amount of that certificate as of the Closing Date, as specified on the face of that certificate, by the then-applicable certificate factor for the relevant class. The certificate factor for any class of certificates, as of any date of determination, will equal a fraction, expressed as a percentage, the numerator of which will be the then-outstanding principal balance or notional amount of that class, and the denominator of which will be the original principal balance or notional amount of that class. Certificate factors will be reported monthly in the certificate administrator's report.

Registration and Denominations

The Offered Principal Balance Certificates will be issued to Freddie Mac in physical form in original denominations of \$10,000 initial principal balance and in any whole dollar denomination in excess of \$10,000. The class XI, XP and X certificates will be issued to Freddie Mac in physical form in original denominations of \$100,000 initial notional amount and in any whole dollar denomination in excess of \$100,000. The notional amount of the class XP certificates will only be used for the purpose of calculating the percentage interest of a holder of class XP certificates and does not represent any entitlement to receive any distributions other than the Static Prepayment Premiums in respect of the underlying mortgage loans in the Floating Loan Group, if any.

Distribution Account

General. The certificate administrator must establish and maintain an account in which it will hold funds pending their distribution on the certificates and from which it will make those distributions. That distribution account must be maintained in a manner and with a depository institution that meets the requirements of the Pooling and Servicing Agreement. Funds held in the distribution account may be held in cash or, at the certificate administrator's risk, invested in Permitted Investments. Subject to the limitations in the Pooling and Servicing Agreement, any interest or other income earned on funds in the distribution account will be paid to the certificate administrator as additional compensation.

Deposits. On the Business Day prior to each distribution date (the "Remittance Date"), the master servicer will be required to remit to the certificate administrator for deposit in the distribution account the following funds:

- All payments and other collections on the underlying mortgage loans and any REO Properties in the issuing entity on deposit in the collection account as of close of business on the second Business Day prior to the Remittance Date, exclusive of any portion of those payments and other collections that represents one or more of the following:
 1. monthly debt service payments due on a due date subsequent to the end of the related Collection Period;
 2. payments and other collections received after the end of the related Collection Period;
 3. amounts that are payable or reimbursable from the collection account to any person other than the certificateholders, in accordance with the terms of the Pooling and Servicing Agreement, including—
 - (i) amounts payable to the master servicer (or a sub-servicer), the special servicer, any Approved Directing Certificateholder (if any) or any Affiliated Borrower Loan Directing Certificateholder as compensation, including master servicing fees, sub-servicing fees, special servicing fees, master servicer surveillance fees, special servicer surveillance fees, workout fees, liquidation fees, assumption fees, assumption application fees, modification fees, extension fees, consent fees, waiver fees, earnout fees, Transfer Fees, Transfer Processing Fees and similar charges and, to the extent not otherwise applied to cover interest on advances and/or other Additional Issuing Entity Expenses with respect to the related underlying mortgage loan, Default Interest and late payment charges, or as indemnification;

- (ii) amounts payable to the master servicer (for itself or on behalf of certain indemnified sub-servicers) and the special servicer;
 - (iii) amounts payable in reimbursement of outstanding advances, together with interest on those advances to the extent not already reimbursed by a Junior Loan Holder; and
 - (iv) amounts payable with respect to other issuing entity expenses including, without limitation, fees, expenses and indemnities of the trustee and the certificate administrator/custodian (including interest on such amounts, if applicable, and subject to the Trustee Aggregate Annual Cap, the Certificate Administrator/Custodian Aggregate Annual Cap and the Trustee/Certificate Administrator/Custodian Aggregate Annual Cap, as applicable);
4. net investment income on the funds in the collection account; and
 5. amounts deposited in the collection account in error.
- Any advances of delinquent monthly debt service payments made by the master servicer with respect to that distribution date.
 - Any payments made by the master servicer to cover Prepayment Interest Shortfalls incurred during the related Collection Period.

See “—Advances of Delinquent Monthly Debt Service Payments” below and “The Pooling and Servicing Agreement—Collection Account” and “—Servicing and Other Compensation and Payment of Expenses” in this information circular.

With respect to the distribution date that occurs during December 2018 and the Floating Loan Group, the certificate administrator will be required to transfer from the Initial Interest Reserve Account described under “—Initial Interest Reserve Account” below, to the distribution account the Initial Interest Reserve Deposit Amount that is then on deposit in the Initial Interest Reserve Account.

With respect to each distribution date that occurs during March (or February, if the related distribution date is the final distribution date) and the Fixed Loan Group, the certificate administrator will be required to transfer from the interest reserve account, which we describe under “—Interest Reserve Account” below, to the distribution account the interest reserve amounts that are then being held in that interest reserve account with respect to the underlying mortgage loans in the Fixed Loan Group that accrue interest on an Actual/360 Basis.

The certificate administrator will be authorized, but will not be obligated, to invest or direct the investment of funds held in the distribution account, the interest reserve account and the Initial Interest Reserve Account in Permitted Investments. It will be—

- entitled to retain any interest or other income earned on those funds; and
- required to cover any losses of principal of those investments from its own funds, but the certificate administrator is not required to cover any losses caused by the insolvency of the depository institution or trust company holding such account so long as (i) such depository institution or trust company (a) satisfied the requirements set forth in the Pooling and Servicing Agreement at the time such investment was made and (b) is neither the certificate administrator nor an affiliate of the certificate administrator and (ii) such insolvency occurs within 30 days of the date on which such depository institution or trust company no longer satisfies the requirements set forth in the Pooling and Servicing Agreement.

Withdrawals. The certificate administrator may from time to time make withdrawals from the distribution account for any of the following purposes without regard to the order below:

- without duplication, to pay itself monthly certificate administrator fees, and to the trustee, monthly trustee fees, each as described under “The Pooling and Servicing Agreement—Matters Regarding the Trustee, the Certificate Administrator and the Custodian” in this information circular;
- to reimburse and pay to the trustee and the master servicer, in that order, for outstanding and unreimbursed nonrecoverable advances and accrued and unpaid interest on such amounts, to the extent it or the master servicer is not reimbursed from the collection account;

- (i) to reimburse the Guarantor for any unreimbursed Balloon Guarantor Payment, together with any related Timing Guarantor Interest, from collections on any Balloon Loan as to which any such Balloon Guarantor Payment was made (net of any such amount used to reimburse the master servicer or the trustee for advances, together with interest on such amounts), (ii) to reimburse the Guarantor for any unreimbursed Static Prepayment Premium Guarantor Payment from any Static Prepayment Premium received in respect of the underlying mortgage loan in the Floating Loan Group as to which any such Static Prepayment Premium Guarantor Payment was made and (iii) to reimburse the Guarantor for any unreimbursed Guarantor Reimbursement Amounts (other than in respect of any Static Prepayment Premium Guarantor Payments) from any liquidation fees, workout fees, servicing fees, special servicing fees or other fees or amounts collected in connection with the liquidation or other disposition of an underlying mortgage loan solely to the extent that the party entitled to any such amount has already been paid such amount from other collections on such underlying mortgage loan and the original payment of such amount resulted in a Deficiency Amount (net of any such amount used to reimburse the master servicer or the trustee for advances, together with interest on such amounts);
- to pay the Guarantor the Guarantee Fee out of general collections on the related Loan Group;
- without duplication, to pay out of general collections on the related Loan Group indemnity amounts to itself, the custodian, the trustee, the depositor, the master servicer (including on behalf of certain indemnified sub-servicers), the Primary Special Servicer, the Backup Special Servicer, the servicing consultant and various related persons, subject to the relevant Aggregate Annual Caps, as described under “The Pooling and Servicing Agreement—Certain Indemnities” in this information circular;
- to pay out of general collections on the related Loan Group for any opinions of counsel required to be obtained in connection with any amendments to the Pooling and Servicing Agreement, to the extent that the issuing entity is responsible for the cost of such opinions of counsel under the Pooling and Servicing Agreement and, if applicable, to pay for the fees of the trustee for confirming the special servicer’s determination of Fair Value of a Defaulted Loan;
- to pay any federal, state and local taxes imposed on the issuing entity, its assets and/or transactions, together with all incidental costs and expenses, including such taxes, that are required to be borne by the issuing entity as described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—REO Properties” in this information circular;
- with respect to each distribution date during February of any year and each distribution date during January of any year that is not a leap year (unless, in either case, the related distribution date is the final distribution date), to transfer to the interest reserve account the interest reserve amounts required to be so transferred in that month with respect to the underlying mortgage loans in the Fixed Loan Group that accrue interest on an Actual/360 Basis, as described under “—Interest Reserve Account” below; and
- to pay any amounts deposited in the distribution account in error to the person entitled to them.

On each distribution date, all amounts on deposit in the distribution account, exclusive of any portion of those amounts that are to be withdrawn for the purposes contemplated in the prior paragraph, will be applied by the certificate administrator on each distribution date to make distributions on the certificates in the related Certificate Group and to the Guarantor (with respect to the Guarantor Reimbursement Amounts other than any Guarantor Static Prepayment Premium Reimbursement Amounts corresponding to the related Loan Group). Amounts in the distribution account attributable to the underlying mortgage loans in the Floating Loan Group may only be distributed to the holders of the Floating Loan Group Certificates and amounts in the distribution account attributable to the underlying mortgage loans in the Fixed Loan Group may only be distributed to the holders of the Fixed Loan Group Certificates, in each case in the manner described under “—Distributions—Priority of Distributions (Floating Loan Group Certificates)” and “—Priority of Distributions (Fixed Loan Group Certificates)” below. Generally, for any distribution date, such amounts will be distributed to holders of the certificates in two separate components:

- those funds, referred to in this information circular as the Available Distribution Amount, which will be paid to the holders of all the certificates (other than the class XP certificates) and the Guarantor, who is entitled to the Guarantee Fee, as described under “—Distributions—Priority of Distributions (Floating Loan Group Certificates)” and “—Priority of Distributions (Fixed Loan Group Certificates)” below; and

- the portion of those funds that represent Static Prepayment Premiums and Yield Maintenance Charges (if any) collected on (i) the underlying mortgage loans in the Floating Loan Group during the related Collection Period, which will be paid to the holders of the class XP certificates, and (ii) the underlying mortgage loans in the Fixed Loan Group during the related Collection Period, which will be paid to the holders of the class A-1, A-2 and/or B-FX certificates while any of those certificates are outstanding, and thereafter to the holders of the class X certificates, in each case, as described under “—Distributions—Distributions of Static Prepayment Premiums and Yield Maintenance Charges” below.

Interest Reserve Account

The certificate administrator must maintain one or more accounts or subaccounts in which it will hold the interest reserve amounts described in the next paragraph with respect to the underlying mortgage loans in the Fixed Loan Group that accrue interest on an Actual/360 Basis. That interest reserve account must be maintained in a manner and with a depository institution that satisfies NRSRO standards for securitizations similar to the one involving the certificates.

During January, except in a leap year, and February of each calendar year (unless, in either case, the related distribution date is the final distribution date), the certificate administrator will, on or before the distribution date in that month, withdraw from the distribution account and deposit in the interest reserve account the interest reserve amount with respect to each of the underlying mortgage loans in the Fixed Loan Group that accrue interest on an Actual/360 Basis and for which the monthly debt service payment due in that month was either received or advanced. In general, the “interest reserve amount” for each of those underlying mortgage loans will equal one day’s interest accrued at the related Net Mortgage Pass-Through Rate on the Stated Principal Balance of that underlying mortgage loan as of the end of the related Collection Period.

During March of each calendar year (or February, if the related distribution date is the final distribution date), the certificate administrator will, on or before the distribution date in that month, withdraw from the interest reserve account and deposit in the distribution account any and all interest reserve amounts then on deposit in the interest reserve account with respect to the underlying mortgage loans in the Fixed Loan Group that accrue interest on an Actual/360 Basis. All interest reserve amounts that are so transferred from the interest reserve account to the distribution account will be included in the Available Distribution Amount in the Fixed Loan Group Certificates for the distribution date during the month of transfer.

The funds held in the interest reserve account may be held in cash or, at the risk of the certificate administrator, invested in Permitted Investments. Subject to the limitations in the Pooling and Servicing Agreement, any interest or other income earned on funds in the interest reserve account may be withdrawn from the interest reserve account and paid to the certificate administrator as additional compensation.

The certificate administrator will be required to deposit in the interest reserve account the amount of any losses of principal arising from investments of funds held in the interest reserve account, but the certificate administrator is not required to cover any losses caused by the insolvency of the depository institution or trust company holding the interest reserve account so long as (i) such depository institution or trust company (a) satisfied the requirements set forth in the Pooling and Servicing Agreement at the time such investment was made and (b) is neither the certificate administrator nor an affiliate of the certificate administrator and (ii) such insolvency occurs within 30 days of the date on which such depository institution or trust company no longer satisfies the requirements set forth in the Pooling and Servicing Agreement. However, this exculpation will not be deemed to relieve the certificate administrator from any obligations that arise from it or an affiliate acting as the depository institution or trust company holding such accounts, including, without limitation, any obligation of the certificate administrator to cover losses on such accounts held by it or by an affiliate.

Initial Interest Reserve Account

The certificate administrator must maintain an account, accounts or subaccount (the “Initial Interest Reserve Account”) in which it will hold the Initial Interest Reserve Deposit Amount described in the next paragraph. The Initial Interest Reserve Account must be maintained in a manner and with a depository institution that satisfies the requirements set forth in the Pooling and Servicing Agreement.

On the Closing Date, Freddie Mac will cause funds to be deposited into the Initial Interest Reserve Account, in an amount equal to 6 days of interest at the Net Mortgage Interest Rate with respect to each underlying mortgage loan in the Floating Loan Group (the “Initial Interest Reserve Deposit Amount”), and the Initial Interest Reserve Deposit Amount will be transferred from the Initial Interest Reserve Account to the distribution account to be included in the Available Distribution Amount for the Floating Loan Group for the distribution date in December 2018. For the avoidance of doubt, no master servicing fee, special servicing fee, sub-servicing fee (including the Securitization Compensation portion of the sub-servicing fee), master servicer surveillance fee, special servicer surveillance fee, trustee fee or certificate administrator fee will be payable from or with respect to this amount.

The certificate administrator will be required to deposit in the Initial Interest Reserve Account the amount of any losses of principal arising from investments of funds held in the Initial Interest Reserve Account, but the certificate administrator is not required to cover any losses caused by the insolvency of the depository institution or trust company holding the Initial Interest Reserve Account so long as (i) such depository institution or trust company (a) satisfied the requirements set forth in the Pooling and Servicing Agreement at the time such investment was made and (b) is neither the certificate administrator nor an affiliate of the certificate administrator and (ii) such insolvency occurs within 30 days of the date on which such depository institution or trust company no longer satisfies the requirements set forth in the Pooling and Servicing Agreement. However, this exculpation will not be deemed to relieve the certificate administrator from any obligations that arise from it or an affiliate acting as the depository institution or trust company holding such accounts, including, without limitation, any obligation of the certificate administrator to cover losses on such accounts held by it or by an affiliate.

Fees and Expenses

The amounts available for distribution on the certificates on any distribution date will generally be net of the following amounts which accrue at the fee rates shown and are payable to the master servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee, the certificate administrator, the custodian, the Guarantor or the applicable Approved Directing Certificateholder (if any), as applicable:

Type/Recipient	Amount/Fee Rate	Frequency	Source of Funds
<u>Fees</u>			
Master Servicing Fee and Sub-Servicing Fee / Master Servicer	the Stated Principal Balance of each underlying mortgage loan multiplied by 0.02000% <i>per annum</i> (calculated using the same interest accrual basis of such underlying mortgage loan) and the Stated Principal Balance of each underlying mortgage loan multiplied by the applicable sub-servicing fee rate (excluding any applicable Securitization Compensation Rate) ranging from 0.12000% <i>per annum</i> to 0.18000% <i>per annum</i> for each underlying mortgage loan in the Floating Loan Group and ranging from 0.06000% <i>per annum</i> to 0.25000% <i>per annum</i> for each underlying mortgage loan in the Fixed Loan Group (calculated using the same interest accrual basis of such underlying mortgage loan)	monthly	interest payments on the related underlying mortgage loan or, with respect to liquidated underlying mortgage loans, general collections with respect to the related Loan Group if Liquidation Proceeds are not sufficient
Master Servicer Surveillance Fee / Master Servicer and Sub-Servicers	the Stated Principal Balance of each Surveillance Fee Mortgage Loan multiplied by 0.01750% <i>per annum</i> (calculated using the same interest accrual basis of such Surveillance Fee Mortgage Loan) (subject to any applicable sub-servicer's entitlement to a portion of the master servicer surveillance fee equal to 0.01000% <i>per annum</i> multiplied by the Stated Principal Balance of each such Surveillance Fee Mortgage Loan pursuant to the applicable Sub-Servicing Agreement as described in "The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses" in this information circular)	monthly	interest payments on the related underlying mortgage loan or, with respect to liquidated underlying mortgage loans, general collections with respect to the related Loan Group if Liquidation Proceeds are not sufficient
Additional Servicing Compensation / Master Servicer	<ul style="list-style-type: none"> all late payment fees and Default Interest (other than on Specially Serviced Mortgage Loans) not used to pay interest on advances with respect to the related underlying mortgage loans 	from time to time	the related fee
	<ul style="list-style-type: none"> 60% of any Transfer Fees or collateral substitution fees collected on or with respect to any non-Specially Serviced Mortgage Loans for Transfers or substitutions that require the consent or review of the applicable Approved Directing Certificateholder or Affiliated Borrower Loan Directing Certificateholder or 100% of such fees if the applicable directing certificateholder is not an Approved Directing Certificateholder 	from time to time	the related fee
	<ul style="list-style-type: none"> 100% of such fees for non-Specially Serviced Mortgage Loans for Transfers or substitutions that do not require the consent or review of the applicable Approved Directing Certificateholder 		

<u>Type/Recipient</u>	<u>Amount/Fee Rate</u>	<u>Frequency</u>	<u>Source of Funds</u>
	Certificateholder or Affiliated Borrower Loan Directing Certificateholder (a portion of which may be payable to a sub-servicer under a related Sub-Servicing Agreement)		
	<ul style="list-style-type: none"> all Transfer Processing Fees collected on or with respect to any non-Specially Serviced Mortgage Loans (a portion of which may be payable to a sub-servicer under a related Sub-Servicing Agreement) 	from time to time	the related fee
	<ul style="list-style-type: none"> all investment income earned on amounts on deposit in the collection account and certain escrow and reserve accounts 	monthly	investment income
Special Servicing Fee / Primary Special Servicer or Backup Special Servicer	the Stated Principal Balance of each Specially Serviced Mortgage Loan or REO Loan multiplied by 0.25000% <i>per annum</i> (calculated using the same interest accrual basis of such underlying mortgage loan)	monthly	general collections with respect to the related Loan Group
Special Servicer Surveillance Fee / Primary Special Servicer or Backup Special Servicer	the Stated Principal Balance of each Surveillance Fee Mortgage Loan multiplied by 0.01119% <i>per annum</i> (calculated using the same interest accrual basis of such Surveillance Fee Mortgage Loan)	monthly	interest payments on the related underlying mortgage loan or, with respect to liquidated underlying mortgage loans, general collections with respect to the related Loan Group if Liquidation Proceeds are not sufficient
Workout Fee / Primary Special Servicer or Backup Special Servicer	1.0% of each collection of principal and interest on each Corrected Mortgage Loan	monthly	the related collections of principal and interest
Liquidation Fee / Primary Special Servicer or Backup Special Servicer	1.0% of each recovery of net Liquidation Proceeds or proceeds from a full, partial or discounted payoff, except as specified under “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses” in this information circular	upon receipt of Liquidation Proceeds	the related Liquidation Proceeds
Additional Special Servicing Compensation / Primary Special Servicer or Backup Special Servicer	<ul style="list-style-type: none"> all late payment fees and net Default Interest on Specially Serviced Mortgage Loans not used to pay interest on advances and certain Additional Issuing Entity Expenses with respect to the related underlying mortgage loans 100% of commercially reasonable fees actually paid by the related borrower on modifications, extensions, earnouts, consents and other actions for Specially Serviced Mortgage Loans 100% of assumption application fees, assumption fees, substitution of collateral consent application fees and related fees on Specially Serviced Mortgage Loans, when received from the borrowers for such purpose 	<ul style="list-style-type: none"> from time to time from time to time from time to time 	<ul style="list-style-type: none"> the related fee the related fee the related fee

<u>Type/Recipient</u>	<u>Amount/Fee Rate</u>	<u>Frequency</u>	<u>Source of Funds</u>
	• all investment income received on funds in any REO account	from time to time	investment income
Fees / Approved Directing Certificateholder or any Affiliated Borrower Loan Directing Certificateholder	40% of any Transfer Fees or collateral substitution fees collected on or with respect to any non-Specially Serviced Mortgage Loans with respect to the related Loan Group for Transfers or substitutions that require the consent or review of the applicable Approved Directing Certificateholder or the Affiliated Borrower Loan Directing Certificateholder	from time to time	the related fee
Trustee Fee / Trustee	0.00150% <i>per annum</i> multiplied by the Stated Principal Balance of the underlying mortgage loans in each Loan Group (calculated using the same interest accrual basis as each underlying mortgage loan)	monthly	general collections on the related Loan Group
Certificate Administrator Fee / Certificate Administrator	0.00660% <i>per annum</i> multiplied by the Stated Principal Balance of the underlying mortgage loans in each Loan Group (calculated using the same interest accrual basis as each underlying mortgage loan)	monthly	general collections on the related Loan Group
Guarantee Fee / Guarantor	the sum of (i) 0.7500% <i>per annum</i> multiplied by the outstanding principal balance of the Floating Loan Group Offered Principal Balance Certificates (calculated on an Actual/360 Basis) <i>plus</i> (ii) 0.6000% <i>per annum</i> multiplied by the outstanding principal balance of the Fixed Loan Group Offered Principal Balance Certificates (calculated on a 30/360 Basis)	monthly	general collections on the related Loan Group
CREFC® Intellectual Property Royalty License Fee / CREFC®	0.00035% <i>per annum</i> multiplied by the Stated Principal Balance of the underlying mortgage loans in each Loan Group (calculated using the same interest accrual basis as each underlying mortgage loan)	monthly	general collections on the related Loan Group
<u>Expenses</u>			
Servicing Advances / Master Servicer, Special Servicer and Trustee	to the extent of funds available, the amount of any Servicing Advances	from time to time	collections on the related underlying mortgage loan, or if not recoverable, from general collections with respect to the related Loan Group
Interest on Servicing Advances / Master Servicer, Special Servicer and Trustee	at Prime Rate	when advance is reimbursed	first from Default Interest/late payment fees, then from general collections with respect to the related Loan Group
P&I Advances / Master Servicer and Trustee	to the extent of funds available, the amount of any P&I Advances	from time to time	collections on the related underlying mortgage loan, or if not recoverable, from general collections with respect to the related Loan Group

Type/Recipient	Amount/Fee Rate	Frequency	Source of Funds
Interest on P&I Advances / Master Servicer and Trustee	at Prime Rate	when advance is reimbursed	first from Default Interest/late payment fees, then from general collections with respect to the related Loan Group
Indemnification Expenses / Depositor, Trustee, Certificate Administrator, Custodian, Master Servicer, Primary Special Servicer, Backup Special Servicer and Servicing Consultant and Freddie Mac	amounts for which the depositor, the trustee, the certificate administrator/custodian, the master servicer (for itself or on behalf of certain indemnified sub-servicers), Freddie Mac (in its capacity as the servicing consultant), the Primary Special Servicer and the Backup Special Servicer are entitled to indemnification, in each case, up to any related Aggregate Annual Cap in each calendar year until paid in full	from time to time	general collections on the related Loan Group
Interest on Unreimbursed Indemnification Expenses / Depositor, Trustee, Custodian, Certificate Administrator, Third Party Master Servicer, Primary Special Servicer and Backup Special Servicer	at Prime Rate	when Unreimbursed Indemnification Expenses are reimbursed	general collections on the related Loan Group

Any fees, costs, expenses solely attributable to a specific Loan Group or Certificate Group, as determined by Freddie Mac in its reasonable discretion, will be payable solely out of general collections on the related Loan Group. Any unanticipated issuing entity expenses not attributable to a specific Loan Group or Certificate Group, as determined by Freddie Mac in its reasonable discretion, will be apportioned *pro rata* between the Certificate Groups based on the respective total outstanding principal balance of the Principal Balance Certificates in each Certificate Group and will be reimbursed in the same proportion from collections on the underlying mortgage loans in each Loan Group.

Distributions

General. On each distribution date, the certificate administrator will, subject to the applicable available funds and the exception described in the next sentence, make all distributions required to be made on the certificates on that date to the holders of record as of the record date, which will be the close of business on the last Business Day of the calendar month preceding the month in which those distributions are to be made. The final distribution on any offered certificate, however, will be made only upon presentation and surrender of that certificate at the location to be specified in a notice of the pendency of that final distribution.

Distributions made to a class of certificateholders will be allocated among those certificateholders in proportion to their respective percentage interests in that class.

Interest Distributions (Floating Loan Group Certificates).

All of the classes of Floating Loan Group Certificates except for the class XP certificates, will bear interest that will accrue on an Actual/360 Basis during each Interest Accrual Period based on:

- the pass-through rate with respect to that class for that Interest Accrual Period; and
- the outstanding principal balance or notional amount, as the case may be, of that class outstanding immediately prior to the related distribution date.

On each distribution date, subject to the Available Distribution Amount for the Floating Loan Group Certificates for that date and the distribution priorities described under “—Priority of Distributions (Floating Loan

Group Certificates)” below and, in the case of the Offered Floating Loan Group Certificates, subject to the Freddie Mac Guarantee, the holders of each interest-bearing class of Floating Loan Group Certificates will be entitled to receive—

- the total amount of interest accrued during the related Interest Accrual Period, with respect to that class of certificates, reduced (to not less than zero) by
- the total portion of any Net Aggregate Prepayment Interest Shortfall with respect to the Floating Loan Group for that distribution date that is allocable to that class of certificates.

If the holders of any interest-bearing class of Floating Loan Group Certificates do not receive all of the interest to which they are entitled on any distribution date, as described in the prior two paragraphs (including by means of a Guarantor Payment), then they will continue to be entitled to receive the unpaid portion of that interest on future distribution dates (such unpaid amount being referred to as “Floating Loan Group Unpaid Interest Shortfall”), subject to the Available Distribution Amount for the Floating Loan Group Certificates for those future distribution dates and the distribution priorities described below.

The portion of any Net Aggregate Prepayment Interest Shortfall with respect to the Floating Loan Group for any distribution date that is allocable to reduce the current accrued interest then payable with respect to any particular interest-bearing class of Floating Loan Group Certificates will be allocated to the class A-FL, XI and B-FL certificates based on the amount of interest (exclusive of any Floating Loan Group Additional Interest Accrual Amounts) to which such classes are entitled for such distribution date based on their respective pass-through rates.

However, such Net Aggregate Prepayment Interest Shortfalls with respect to the Offered Floating Loan Group Certificates will be covered under the Freddie Mac Guarantee.

If, for any distribution date, with respect to the class B-FL certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group is less than LIBOR plus the specified margin for such class of certificates, such class will be entitled to a Floating Loan Group Additional Interest Accrual Amount for such distribution date to the extent funds are available therefor, as described below.

The Floating Loan Group Additional Interest Distribution Amount payable to the class B-FL certificates on any distribution date may not exceed the Class XI Interest Accrual Amount for the related Interest Accrual Period.

The amount of interest payable to the class XI certificates on any distribution date will be the Class XI Interest Distribution Amount. The “Class XI Interest Distribution Amount” means, for each distribution date, the excess, if any, of (1) the sum of (a) the excess, if any, of the Class XI Interest Accrual Amount for such distribution date over the Floating Loan Group Additional Interest Accrual Amounts, if any, for the class B-FL certificates with respect to such distribution date, and (b) the amount described in clause (a) above for all prior distribution dates that remains unpaid on such distribution date, over (2) the Floating Loan Group Additional Interest Shortfall Amounts for the class B-FL certificates for such distribution date.

To the extent that funds are not available to pay any Floating Loan Group Additional Interest Distribution Amount on any distribution date on the class B-FL certificates, such Floating Loan Group Additional Interest Distribution Amount will be distributable on future distribution dates as a Floating Loan Group Additional Interest Shortfall Amount with respect to such class or classes.

On each distribution date, subject to the Freddie Mac Guarantee, the holders of the class XP certificates will be entitled to receive the total amount of Static Prepayment Premiums, if any, received by the applicable servicer in respect of the underlying mortgage loans in the Floating Loan Group during the related Interest Accrual Period.

Interest Distributions (Fixed Loan Group Certificates).

All of the classes of Fixed Loan Group Certificates will bear interest. With respect to each interest-bearing class of certificates, that interest will accrue on a 30/360 Basis during each Interest Accrual Period based on (i) the pass-through rate with respect to that class for that Interest Accrual Period and (ii) the outstanding principal balance or notional amount, as the case may be, of that class outstanding immediately prior to the related distribution date.

On each distribution date, subject to the Available Distribution Amount for the Fixed Loan Group Certificates for that date and the distribution priorities described under “—Priority of Distributions (Fixed Loan Group Certificates)” below and, in the case of the offered for the Fixed Loan Group Certificates, subject to the Freddie Mac Guarantee, the holders of each class of for the Fixed Loan Group Certificates will be entitled to receive—

- the total amount of interest accrued during the related Interest Accrual Period with respect to that class of certificates, reduced (to not less than zero) by
- the total portion of any Net Aggregate Prepayment Interest Shortfall with respect to the Fixed Loan Group for that distribution date that is allocable to that class of certificates.

If the holders of any interest-bearing class of Fixed Loan Group Certificates do not receive all of the interest to which they are entitled on any distribution date, as described in the prior two paragraphs (including by means of a Guarantor Payment), then they will continue to be entitled to receive the unpaid portion of that interest on future distribution dates (such unpaid amount being referred to as a “Fixed Loan Group Unpaid Interest Shortfall”), subject to the Available Distribution Amount for the Fixed Loan Group Certificates for those future distribution dates and the distribution priorities described below.

The portion of any Net Aggregate Prepayment Interest Shortfall with respect to the Fixed Loan Group for any distribution date that is allocable to reduce the current accrued interest then payable with respect to any particular interest-bearing class of Fixed Loan Group Certificates will be allocated to the class A-1, A-2, X and B-FX certificates based on the amount of interest (exclusive of any Fixed Loan Group Additional Interest Accrual Amounts) to which such classes are entitled for such distribution date based on their respective pass-through rates. However, such Net Aggregate Prepayment Interest Shortfalls with respect to the offered Fixed Loan Group Certificates will be covered under the Freddie Mac Guarantee.

If, for any distribution date, with respect to the class B-FX certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group is less than 8.00000% *per annum*, such class will be entitled to the Fixed Loan Group Additional Interest Accrual Amount for such distribution date, to the extent funds are available therefor, as described below.

The Fixed Loan Group Additional Interest Distribution Amount payable to the class B-FX certificates on any distribution date may not exceed the Class X Interest Accrual Amount for the related Interest Accrual Period.

The amount of interest payable to the class X certificates on any distribution date will be the Class X Interest Distribution Amount. The “Class X Interest Distribution Amount” means, for each distribution date, the excess, if any, of (i) the sum of (a) the excess, if any, of the Class X Interest Accrual Amount for such distribution date over the Fixed Loan Group Additional Interest Accrual Amount, if any, for the class B-FX certificates with respect to such distribution date, and (b) the amount described in clause (a) above for all prior distribution dates that remains unpaid on such distribution date, over (ii) the Fixed Loan Group Additional Interest Shortfall Amount for the class B-FX certificates for such distribution date.

To the extent that funds are not available to pay any Fixed Loan Group Additional Interest Distribution Amount on any distribution date on the class B-FX certificates, such Fixed Loan Group Additional Interest Distribution Amount will be distributable on future distribution dates as a Fixed Loan Group Additional Interest Shortfall Amount with respect to such class.

Calculation of Pass-Through Rates. The pass-through rate for each interest-bearing class of certificates for the initial Interest Accrual Period is identified in the table on page 5. However, the initial pass-through rate identified in such table for the class XI and X certificates is approximate.

Each class of certificates identified in the table on page 5 as having a pass-through rate of LIBOR plus a specified margin has a *per annum* pass-through rate equal to the lesser of—

- (i) LIBOR plus the specified margin for that class set forth in that table; and
- (ii) (a) with respect to the class A-FL certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group for the related distribution date minus the applicable Guarantee Fee Rate (*provided* that in

no event will the class A-FL pass-through rate be less than zero) and (b) with respect to the class B-FL certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group for the related distribution date (*provided* that in no event will the class B-FL pass-through rate be less than zero).

The pass-through rate for each such class is a floating rate based on LIBOR. LIBOR for the certificates is determined in the same manner and on the same date as LIBOR is determined for the underlying mortgage loans in the Floating Loan Group, as described under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Mortgage Interest Rates; Calculations of Interest” in this information circular.

The pass-through rate for each class of Fixed Loan Group Certificates for the initial Interest Accrual Period is identified in the table on page 5. However, the initial pass-through rates identified in the table on page 5 with respect to the class X and B-FX certificates are approximate.

The pass-through rate for each of the class A-1 and A-2 certificates for each Interest Accrual Period will remain fixed at the initial pass-through rates for those classes shown in the table on page 5.

The pass-through rate for the class B-FX certificates for each Interest Accrual Period will equal the lesser of (i) 8.00000% *per annum* and (ii) the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group for the related distribution date (*provided* that in no event will the class B-FX pass-through rate be less than zero). If, for any distribution date, with respect to the class B-FX certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group is less than 8.00000% *per annum*, such class will be entitled to the Fixed Loan Group Additional Interest Accrual Amount for such distribution date, to the extent funds are available therefor, as described in “Description of the Certificates—Distributions—Interest Distributions (Fixed Loan Group Certificates)”.

The class XI, XP, X and R certificates will not have principal balances, and the holders of those certificates will not be entitled to receive distributions of principal. However, for purposes of calculating the accrual of interest as of any date of determination, (i) the class XI certificates will have a notional amount that is equal to the then total outstanding principal balance of the class A-FL and B-FL certificates and (ii) the class X certificates will have a notional amount that is equal to the then total outstanding principal balance of the class A-1, A-2 and B-FX certificates.

The pass-through rate for the class X certificates for each Interest Accrual Period will equal the weighted average of the Class X Strip Rates (weighted based on the relative sizes of their respective components). The “Class X Strip Rates” means, for the purposes of calculating the pass-through rate for the class X certificates, the rates *per annum* at which interest accrues from time to time on the three components of the notional amount of the class X certificates outstanding immediately prior to the related distribution date. One component will be comprised of the outstanding principal balance of the class A-1 certificates, one component will be comprised of the outstanding principal balance of the class A-2 certificates, and one component will be comprised of the outstanding principal balance of the class B-FX certificates. For purposes of calculating the pass-through rate for the class X certificates for each Interest Accrual Period, (i) the applicable Class X Strip Rate with respect to the component related to the class A-1 and A-2 certificates will be a rate *per annum* equal to the excess, if any, of (a) the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group for such distribution date minus the applicable Guarantee Fee Rate, over (b) the pass-through rate for the class A-1 or A-2 certificates, as applicable; and (ii) the applicable Class X Strip Rate with respect to the component related to the class B-FX certificates will be a rate *per annum* equal to the excess, if any, of (a) the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group for such distribution date over (b) the pass-through rate for the class B-FX certificates. In no event may any Class X Strip Rate be less than zero.

The pass-through rate for the class XI certificates for any Interest Accrual Period will equal the weighted average of the Class XI Strip Rates (weighted based on the relative sizes of their respective components). The “Class XI Strip Rates” means, for the purposes of calculating the pass-through rate for the class XI certificates, the rates *per annum* at which interest accrues from time to time on the two components of the notional amount of the class XI certificates outstanding immediately prior to the related distribution date. One component will be comprised of the outstanding principal balance of the class A-FL certificates and one component will be comprised of the outstanding principal balance of the class B-FL certificates. For purposes of calculating the pass-through rate for the class XI

certificates for each Interest Accrual Period, (a) the applicable Class XI Strip Rate with respect to the component related to the class A-FL certificates will be a rate *per annum* equal to the excess, if any, of (i) the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group for such distribution date minus the applicable Guarantee Fee Rate, over (ii) the pass-through rate for the class A-FL certificates; and (b) the applicable Class XI Strip Rate with respect to the component related to the class B-FL certificates will be a rate *per annum* equal to the excess, if any, of (i) the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group for such distribution date over (ii) the pass-through rate for the class B-FL certificates. In no event may any Class XI Strip Rate be less than zero.

The class XP and R certificates will not be interest-bearing and, therefore, will not have a pass-through rate.

Principal Distributions (Floating Loan Group Certificates). Subject to the Available Distribution Amount for the Floating Loan Group Certificates and the distribution priorities described under “—Priority of Distributions (Floating Loan Group Certificates)” below, the total amount of principal payable with respect to the Floating Loan Group Principal Balance Certificates on each distribution date will equal the Principal Distribution Amount for the Floating Loan Group Certificates for that distribution date.

The certificate administrator will be required to make *pro rata* principal distributions, so long as no Floating Loan Group Waterfall Trigger Event has occurred and is continuing, on the class A-FL and B-FL certificates, based on their respective outstanding principal balances relative to the total outstanding principal balance of all of the Floating Loan Group Principal Balance Certificates and taking account of whether the payments (or advances in lieu of the payments) and other collections of principal that are to be distributed were received and/or made with respect to the underlying mortgage loans in the Floating Loan Group, that generally equal an amount (in any event, not to exceed the principal balance of the class A-FL and B-FL certificates outstanding immediately prior to the applicable distribution date) equal to the applicable Performing Loan Principal Distribution Amount for such distribution date; *provided* that distributions to the class B-FL certificates will follow reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-FL and XI certificates. However, if a Floating Loan Group Waterfall Trigger Event has occurred and is continuing, the class A-FL certificates will be entitled to the entire applicable Performing Loan Principal Distribution Amount for each distribution date until the outstanding principal balance of the class A-FL certificates has been reduced to zero. Thereafter, following reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-FL and XI certificates, any remaining portion of the applicable Performing Loan Principal Distribution Amount on the applicable distribution date will be allocated to the class B-FL certificates until the outstanding principal balance of the class B-FL certificates has been reduced to zero. Further, the class A-FL certificates will always be entitled to the entire portion of the applicable Specially Serviced Loan Principal Distribution Amount for each distribution date until the outstanding principal balance of the class A-FL certificates has been reduced to zero, at which time, following reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-FL and XI certificates, the class B-FL certificates will be entitled to receive any remaining portion of the applicable Specially Serviced Loan Principal Distribution Amount, until the outstanding principal balance of the class B-FL certificates has been reduced to zero.

If the master servicer or the trustee is reimbursed for any Nonrecoverable Advance or Workout-Delayed Reimbursement Amount (together with accrued interest on such amounts) with respect to the Floating Loan Group, such amount will be deemed to be reimbursed first out of payments and other collections of principal on all the underlying mortgage loans in the Floating Loan Group (thereby reducing the Principal Distribution Amount for the Floating Loan Group Certificates on the related distribution date), prior to being deemed reimbursed out of payments and other collections of interest on all the underlying mortgage loans in the Floating Loan Group. See “—Advances of Delinquent Monthly Debt Service Payments” below and “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—Servicing Advances” in this information circular.

Principal Distributions (Fixed Loan Group Certificates). Subject to the Available Distribution Amount for the Fixed Loan Group Certificates and the distribution priorities described under “—Priority of Distributions (Fixed Loan Group Certificates)” below, the total amount of principal payable with respect to the Fixed Loan Group Principal Balance Certificates on each distribution date will equal the Principal Distribution Amount for the Fixed Loan Group Certificates for that distribution date.

The certificate administrator will be required to make *pro rata* principal distributions, so long as no Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, to the class A-1 and A-2 certificates (as a collective

group) and the class B-FX certificates, based on their respective outstanding principal balances relative to the total outstanding principal balance of all certificates, that generally equal an amount (in any event, not to exceed the principal balance of the class A-1, A-2 and B-FX certificates outstanding immediately prior to the applicable distribution date) equal to the applicable Performing Loan Principal Distribution Amount for such distribution date, and such principal distributions to the class A-1 and A-2 certificates will be made in that sequential order; *provided* that such distributions to the class B-FX certificates will follow reimbursement to Freddie Mac of guarantee payments with respect to the class A-1, A-2 and X certificates. However, if a Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, the class A-1 and A-2 certificates will be entitled, in that sequential order, to the entire applicable Performing Loan Principal Distribution Amount for each distribution date until the respective outstanding principal balances of the class A-1 and A-2 certificates have been reduced to zero. Thereafter, following reimbursement to Freddie Mac of guarantee payments with respect to the class A-1, A-2 and X certificates, any remaining portion of the applicable Performing Loan Principal Distribution Amount on the applicable distribution date will be allocated to the class B-FX certificates until the outstanding principal balance has been reduced to zero. Further, the class A-1 and A-2 certificates will always be entitled, in that order, to the entire portion of the applicable Specially Serviced Loan Principal Distribution Amount for each distribution date until the respective outstanding principal balances of the class A-1 and A-2 certificates have been reduced to zero, at which time, following reimbursement to Freddie Mac of guarantee payments with respect to the class A-1, A-2 and X certificates, the class B-FX certificates will be entitled to receive any remaining portion of the applicable Specially Serviced Loan Principal Distribution Amount until the outstanding principal balance of the class B-FX certificates has been reduced to zero.

Because of losses on the underlying mortgage loans in the Fixed Loan Group and/or default-related or other unanticipated issuing entity expenses, the outstanding principal balance of the class B-FX certificates could be reduced to zero at a time when the class A-1 and A-2 certificates both remain outstanding. Under those circumstances, any principal distributions on the class A-1 and A-2 certificates will be made on a *pro rata* basis in accordance with the relative sizes of the respective then outstanding principal balances of those classes.

If the master servicer or the trustee is reimbursed for any Nonrecoverable Advance or Workout-Delayed Reimbursement Amount (together with accrued interest on such amounts) with respect to the Fixed Loan Group, such amount will be deemed to be reimbursed first out of payments and other collections of principal on all the underlying mortgage loans in the Fixed Loan Group (thereby reducing the Principal Distribution Amount for the Fixed Loan Group Certificates on the related distribution date), prior to being deemed reimbursed out of payments and other collections of interest on all the underlying mortgage loans in the Fixed Loan Group. See “—Advances of Delinquent Monthly Debt Service Payments” below and “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—Servicing Advances” in this information circular.

Loss Reimbursement Amounts. As discussed under “—Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses” below, the outstanding principal balance of any class of Principal Balance Certificates may be reduced without a corresponding distribution of principal. If that occurs, then, subject to the Freddie Mac Guarantee in the case of the offered certificates and the Available Distribution Amount for the related Certificate Group for each subsequent distribution date and the priority of distributions described below, the holders of that class will be entitled to be reimbursed for the amount of that reduction, without interest. References to “loss reimbursement amount” in this information circular mean, in the case of any class of Principal Balance Certificates, for any distribution date, the total amount to which the holders of that class are entitled as reimbursement for all previously unreimbursed reductions, if any, made in the outstanding principal balance of that class on all prior distribution dates as discussed under “—Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses” below.

Freddie Mac Guarantee. On each distribution date following the receipt from the certificate administrator of a statement to certificateholders that indicates a Deficiency Amount for any class of Guaranteed Certificates for such distribution date, the Guarantor will distribute the related Guarantor Payment in an aggregate amount equal to the Deficiency Amount for such class of Guaranteed Certificates for such distribution date directly to the holders of such class of certificates, without first depositing such amount in the collection account or distribution account. Any Guarantor Payment made to any class of Offered Principal Balance Certificates in respect of a Deficiency Amount relating to principal (but not in respect of reimbursement of Realized Losses, including those resulting from Additional Issuing Entity Expenses) will reduce the outstanding principal balance of such class by a corresponding

amount and will also result in a corresponding reduction in the notional amount of the class X certificates (with respect to a Guarantor Payment to the class A-1 or A-2 certificates) or class XI certificates (with respect to a Guarantor Payment to the class A-FL certificates). On each distribution date on which a Guarantor Payment is due with respect to any class of offered certificates, the Guarantor is required to notify the certificate administrator, the trustee, any Third Party Master Servicer and the special servicer that such Guarantor Payment has been made in full (or if such Guarantor Payment was not paid in full, the amount that was unpaid), and specifying the amount of such Guarantor Payment made to each class of Guaranteed Certificates. The Freddie Mac Guarantee does not cover any Yield Maintenance Charges, Static Prepayment Premiums or any other prepayment fees or charges related to the underlying mortgage loans (except with respect to a guarantee that Static Prepayment Premiums, if any, actually received by the applicable servicer in respect of the underlying mortgage loans in the Floating Loan Group will be distributed to the holders of the class XP certificates).

In addition, the Freddie Mac Guarantee does not cover any loss of yield on the class X or XI certificates following a reduction in their notional amounts resulting from a reduction of the outstanding principal balance of any class of Principal Balance Certificates or due to the payment of Floating Loan Group Additional Interest Distribution Amounts to the class B-FL certificates or Fixed Loan Group Additional Interest Distribution Amounts to the class B-FX certificates, or any applicable Outstanding Guarantor Reimbursement Amounts to the Guarantor. In addition, Freddie Mac will be entitled to the Guarantee Fee. The Freddie Mac Guarantee is not backed by the full faith and credit of the United States. If the Guarantor were unable to pay under the Freddie Mac Guarantee, the offered certificates could be subject to losses.

Priority of Distributions (Floating Loan Group Certificates). On each distribution date, the certificate administrator will apply the Available Distribution Amount for the Floating Loan Group Certificates for that date to make the following distributions in the following order of priority, in each case to the extent of the remaining portion of the Available Distribution Amount for the Floating Loan Group Certificates:

Order of Distribution	Recipient	Type and Amount of Distribution
1 st	A-FL and XI	Interest up to the total interest distributable on those classes based on their respective pass-through rates (including Floating Loan Group Unpaid Interest Shortfalls from prior distribution dates), <i>pro rata</i> based on such entitlements to interest, <i>provided</i> that if the amount available for distribution pursuant to this priority 1 st on any distribution date is insufficient to pay in full such respective interest entitlements, then the amount available for distribution pursuant to this priority 1 st will be allocated to those classes on a <i>pari passu</i> basis in an amount equal to (a) in the case of the class A-FL certificates, the lesser of (i) such amount available for distribution multiplied by a fraction whose numerator is that class's entitlement to interest as described in this priority 1 st for such distribution date and whose denominator is the sum of that class's entitlement to interest as described in this priority 1 st for such distribution date and the Class XI Interest Distribution Amount for such distribution date and (ii) that class's entitlement to interest as described in this priority 1 st for such distribution date or (b) in the case of the class XI certificates, the balance of such amount to be distributed, subject to the payment of Floating Loan Group Additional Interest Distribution Amounts, <i>provided</i> , further, that the amount distributable pursuant to this priority 1 st on the class XI certificates will be distributed pursuant to the first full paragraph immediately following this table
2 nd	A-FL	In the following order of priority: <i>first</i> , (x) so long as no Floating Loan Group Waterfall Trigger Event has occurred and is continuing, the <i>pro rata</i> share of applicable Performing Loan Principal Distribution Amounts such class is entitled to receive based on that class's outstanding principal balance relative to the total outstanding principal balance of the Floating Loan Group Principal Balance Certificates, up to the total applicable Performing Loan Principal Distribution Amount distributable on the class A-FL certificates or (y) if a Floating Loan Group Waterfall Trigger Event has occurred and is continuing, up to the applicable Performing Loan Principal Distribution Amount, and <i>second</i> , up to the applicable Specially Serviced Loan Principal Distribution Amount, if any; in each case, until the outstanding principal balance of such class has been reduced to zero
3 rd	A-FL	Reimbursement up to the loss reimbursement amount, if any, for such class

Order of Distribution	Recipient	Type and Amount of Distribution
4 th	Guarantor	Any Guarantor Reimbursement Amounts relating to the Offered Floating Loan Group Certificates, other than (i) Guarantor Timing Reimbursement Amounts relating to the Floating Loan Group Offered Principal Balance Certificates and (ii) Guarantor Static Prepayment Premium Reimbursement Amounts relating to the class XP certificates
5 th	Guarantor	Any Guarantor Timing Reimbursement Amounts relating to the Floating Loan Group Offered Principal Balance Certificates
6 th	Guarantor	Any Guarantor Reimbursement Interest Amounts relating to the Offered Floating Loan Group Certificates
7 th	B-FL	Interest up to the total interest distributable on that class (excluding Floating Loan Group Additional Interest Distribution Amounts) based on its pass-through rate (including Floating Loan Group Unpaid Interest Shortfalls from prior distribution dates)
8 th	B-FL	In the following order of priority: <i>first</i> , (x) so long as no Floating Loan Group Waterfall Trigger Event has occurred and is continuing, the <i>pro rata</i> share of applicable Performing Loan Principal Distribution Amounts such class is entitled to receive based on that class's outstanding principal balance relative to the total outstanding principal balance of the Floating Loan Group Principal Balance Certificates, up to the total applicable Performing Loan Principal Distribution Amount distributable on that class or (y) if a Floating Loan Group Waterfall Trigger Event has occurred and is continuing, up to the applicable Performing Loan Principal Distribution Amount remaining after the distribution of the applicable Performing Loan Principal Distribution Amount pursuant to priority 2 nd above on such distribution date and <i>second</i> , up to the applicable Specially Serviced Loan Principal Distribution Amount, if any, remaining after the distribution of the applicable Specially Serviced Loan Principal Distribution Amount pursuant to priority 2 nd above on such distribution date; in each case, until the outstanding principal balance of such class has been reduced to zero
9 th	B-FL	Reimbursement up to the loss reimbursement amount, if any, for that class
10 th	B-FL	Any Floating Loan Group Additional Interest Shortfall Amount, if any, payable on such distribution date
11 th	R	Any remaining portion of the funds in the Floating Loan Group Lower-Tier REMIC or Upper-Tier REMIC relating to the Floating Loan Group

The amount of interest allocated on each distribution date for distribution on the class XI certificates pursuant to priority 1st in the table above will be distributed in the following order of priority:

first, to the class XI certificates in an amount up to the Class XI Interest Distribution Amount,

second, in the following order of priority: (a) to the Guarantor, in an amount up to the amount of any shortfall in any amount payable to the Guarantor pursuant to priorities 4th, 5th or 6th in the table above (as used for the Floating Loan Group, the “Outstanding Guarantor Reimbursement Amount”) for such distribution date (which amount will be allocated to reduce the Outstanding Guarantor Reimbursement Amount in order of the priorities set forth in the table above), and (b) to the class B-FL certificates, in an amount up to the amount of any shortfall in the amount distributed to such class on such distribution date pursuant to priority 7th in the table above,

third, to the class B-FL certificates in an amount up to such class's Floating Loan Group Additional Interest Distribution Amount, if any, payable on such distribution date, and

fourth, to the class B-FL certificates in an amount up to the amount of any shortfall in the amount of Floating Loan Group Additional Interest Shortfall Amount payable to such class on such distribution date pursuant to priority 10th in the table above.

However, payments on the Offered Floating Loan Group Certificates will be covered by the Freddie Mac Guarantee, to the extent described in this information circular. Static Prepayment Premiums will not be allocated or taken into account for purposes of the distributions made pursuant to priorities *first* through *fourth* above.

Subordination (Floating Loan Group Certificates). As and to the extent described in this information circular, the rights of holders of the class B-FL certificates to receive distributions of amounts collected or advanced on the underlying mortgage loans in the Floating Loan Group will be subordinated to the rights of holders of the class A-FL and XI certificates and the rights of the Guarantor or to be reimbursed for certain payments on the Guaranteed Certificates. See “—Priority of Distributions (Floating Loan Group Certificates)” above.

The credit support provided to the class A-FL and XI certificates, as and to the extent described above, by the subordination described above of the class B-FL certificates is intended to enhance the likelihood of timely receipt by the holders of the more senior classes of certificates of the full amount of all interest payable in respect of such certificates on each distribution date, and the ultimate receipt by the holders of each class of Fixed Loan Group Principal Balance Certificates of principal in an amount equal to the outstanding principal balance of such certificates, which subordination will be accomplished by the application of the Available Distribution Amount for the Floating Loan Group Certificates on each distribution date in accordance with the order of priority described above under “—Priority of Distributions (Floating Loan Group Certificates)” and by the allocation of Realized Losses (including those resulting from Additional Issuing Entity Expenses) as described below under “—Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses.”

Allocation to the class A-FL certificates for so long as they are outstanding of the entire Principal Distribution Amount for the Floating Loan Group Certificates for each distribution date during the continuation of a Floating Loan Group Waterfall Trigger Event, and the allocation to the class A-FL certificates of any applicable Specially Serviced Loan Principal Distribution Amount for so long as the class A-FL certificates are outstanding, will generally have the effect of reducing the outstanding principal balance of that class at a faster rate than would be the case if principal payments were allocated *pro rata* to all classes of certificates with outstanding principal balances. Thus, as principal is distributed to the holders of the class A-FL certificates during the continuation of a Floating Loan Group Waterfall Trigger Event, and any applicable Specially Serviced Loan Principal Distribution Amount is allocated to the holders of the class A-FL certificates, the percentage interest in the issuing entity evidenced by such class will be decreased, with a corresponding increase in the percentage interest in the issuing entity evidenced by class B-FL certificates. This will cause the outstanding principal balance of the class B-FL certificates to decline more slowly thereby increasing, relative to its outstanding principal balance, the subordination afforded to the class A-FL and XI certificates by the class B-FL certificates.

Priority of Distributions (Fixed Loan Group Certificates). On each distribution date, the certificate administrator will apply the Available Distribution Amount for the Fixed Loan Group Certificates for that date to make the following distributions in the following order of priority, in each case to the extent of the remaining portion of the Available Distribution Amount for the Fixed Loan Group:

Order of Distribution	Recipient	Type and Amount of Distribution
1 st	A-1, A-2 and X	Interest up to the total interest distributable on those classes based on their respective pass-through rates (including Fixed Loan Group Unpaid Interest Shortfalls from prior distribution dates), <i>pro rata</i> based on such entitlements to interest, provided that if the amount available for distribution pursuant to this priority 1st on any distribution date is insufficient to pay in full such respective interest entitlements, then the amount available for distribution pursuant to this priority 1st will be allocated to those classes on a <i>pari passu</i> basis in an amount equal to (i) in the case of the class A-1 and A-2 certificates, the lesser of (a) such amount available for distribution multiplied by a fraction whose numerator is those classes’ respective entitlement to interest as described in this priority 1st for such distribution date and whose denominator is the sum of those classes’ respective entitlement to interest as described in this priority 1st for such distribution date and the Class X Interest Distribution Amount for such distribution date and (b) those classes’ respective entitlement to interest as described in this priority 1st for such distribution date or (ii) in the case of the class X certificates, the balance of such amount to be distributed, subject to the payment of Fixed Loan Group Additional Interest Distribution Amounts, provided, further, that the amount distributable pursuant to this priority 1st on the class X certificates will be distributed pursuant to the first full paragraph immediately following

<u>Order of Distribution</u>	<u>Recipient</u>	<u>Type and Amount of Distribution</u>
		this table
2 nd	A-1 and A-2	<i>First</i> to the class A-1 certificates, until the outstanding principal balance of such class has been reduced to zero, <i>then</i> to the class A-2 certificates, until the outstanding principal balance of such class has been reduced to zero, in the following order of priority: <i>first</i> , (i) so long as no Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, the aggregate <i>pro rata</i> share of the applicable Performing Loan Principal Distribution Amount the class A-1 and A-2 certificates are entitled to receive in the aggregate based on those classes' total outstanding principal balance relative to the total outstanding principal balance of all certificates, up to the total applicable Performing Loan Principal Distribution Amount distributable in the aggregate on the class A-1 and A-2 certificates or (ii) if a Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, up to the applicable Performing Loan Principal Distribution Amount, and <i>second</i> , up to the applicable Specially Serviced Loan Principal Distribution Amount, if any; in each case, until the outstanding principal balance of each such class has been reduced to zero*
3 rd	A-1 and A-2	In the case of a default under the Freddie Mac Guarantee, reimbursement up to the loss reimbursement amounts, if any, for those classes, <i>pro rata</i> , based on the loss reimbursement amounts for those classes
4 th	Guarantor	Any Guarantor Reimbursement Amounts relating to the class A-1, A-2 and X certificates, other than Guarantor Timing Reimbursement Amounts relating to the class A-1 and A-2 certificates
5 th	Guarantor	Any Guarantor Timing Reimbursement Amounts relating to the class A-1 and A-2 certificates (<i>provided</i> that on any distribution date on which there does not exist a Guarantor Reimbursement Amount Trigger Event, the amount distributable pursuant to this priority 5th may not exceed the excess, if any, of (i) the remaining Available Distribution Amount over (ii) the total interest distributable on the class B-FX certificates on such distribution date pursuant to priority 7th below)
6 th	Guarantor	Any Guarantor Reimbursement Interest Amounts relating to the class A-1, A-2 and X certificates
7 th	B-FX	Interest up to the total interest distributable on that class (excluding Fixed Loan Group Additional Interest Distribution Amounts) based on its pass-through rate (including Fixed loan Group Unpaid Interest Shortfalls from prior distribution dates)
8 th	B-FX	In the following order of priority: <i>first</i> , (i) so long as no Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, the <i>pro rata</i> share of the applicable Performing Loan Principal Distribution Amounts such class is entitled to receive based on that class's outstanding principal balance relative to the total outstanding principal balance of all certificates, up to the total applicable Performing Loan Principal Distribution Amount distributable on that class or (ii) if a Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, up to the applicable Performing Loan Principal Distribution Amount remaining after the distribution of the applicable Performing Loan Principal Distribution Amount pursuant to priority 2nd above on such distribution date and <i>second</i> , up to the applicable Specially Serviced Loan Principal Distribution Amount, if any, remaining after the distribution of the applicable Specially Serviced Loan Principal Distribution Amount pursuant to priority 2nd above on such distribution date; in each case, until the outstanding principal balance of such class has been reduced to zero
9 th	B-FX	Reimbursement up to the loss reimbursement amount, if any, for that class

Order of Distribution	Recipient	Type and Amount of Distribution
10 th	B-FX	To the class B-FX certificates in an amount up to the Fixed Loan Group Additional Interest Shortfall Amount, if any, for such distribution date
11 th	R	Any remaining portion of the funds in the Fixed Loan Group Lower-Tier REMIC or Upper-Tier REMIC relating to the Fixed Loan Group

* The priority of principal distributions between the class A-1 and A-2 certificates is described above under “—Distributions—Principal Distributions (Fixed Loan Group Certificates).” Because of losses on the underlying mortgage loans and/or default-related or other unanticipated issuing entity expenses, the principal balance of the class B-FX certificates could be reduced to zero at a time when both of the class A-1 and A-2 certificates remain outstanding. Under those circumstances, any principal distributions on the class A-1 and A-2 certificates will be made on a *pro rata* basis in accordance with their then outstanding principal balances.

The amount of interest allocated on each distribution date for distribution on the class X certificates pursuant to priority 1st in the table above will be distributed in the following order of priority:

- *first*, to the class X certificates in an amount up to the Class X Interest Distribution Amount,
- *second*, in the following order of priority: (a) to the Guarantor, in an amount up to the amount of any shortfall in any amount payable to the Guarantor pursuant to priorities 4th, 5th or 6th in the table above (as used for the Fixed Loan Group, the “Outstanding Guarantor Reimbursement Amounts”) for such distribution date (which amount will be allocated to reduce the Outstanding Guarantor Reimbursement Amount in order of the priorities set forth in the table above), and (b) to the class B-FX certificates, in an amount up to the amount of any shortfall in the amount distributed to such class on such distribution date pursuant to priority 7th in the table above,
- *third*, to the class B-FX certificates in an amount up to the Fixed Loan Group Additional Interest Distribution Amount, if any, payable on such distribution date, and
- *fourth*, to the class B-FX certificates in an amount up to the amount of any shortfall in the amount of Fixed Loan Group Additional Interest Shortfall Amount payable to such class on such distribution date pursuant to priority 10th in the table above.

However, certain payments on the Guaranteed Certificates will be covered by the Freddie Mac Guarantee, to the extent described in this information circular. Static Prepayment Premiums will not be allocated or taken into account for purposes of the distributions made pursuant to priorities *first* through *fourth* above.

Subordination (Fixed Loan Group Certificates). As and to the extent described in this information circular, the rights of holders of the class B-FX certificates to receive distributions of amounts collected or advanced on the underlying mortgage loans will be subordinated to the rights of holders of the class A-1, A-2 and X certificates and the rights of the Guarantor to be reimbursed for certain payments on the Guaranteed Certificates.

The credit support provided to the class A-1, A-2 and X certificates, as and to the extent described above, by the subordination described above of the class B-FX certificates, is intended to enhance the likelihood of timely receipt by the holders of the class A-1, A-2 and X certificates of the full amount of all interest payable in respect of such certificates on each distribution date, and the ultimate receipt by the holders of the class A-1 and A-2 certificates of principal in an amount equal to the outstanding principal balance of such certificates. In addition, as and to the extent described in this information circular, the rights of the holders of the class B-FX certificates to receive distributions of amounts collected or advanced on the underlying mortgage loans will be subordinated to the rights of holders of the class A-1, A-2 and X certificates. This subordination will be accomplished by the application of the Available Distribution Amount on each distribution date in accordance with the order of priority described above under “—Priority of Distributions (Fixed Loan Group Certificates)” and by the allocation of Realized Losses (including those resulting from Additional Issuing Entity Expenses) as described below under “—Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses.”

Allocation to the class A-1 and A-2 certificates for so long as they are outstanding, of the entire Principal Distribution Amount for each distribution date during the continuation of a Fixed Loan Group Waterfall Trigger Event, and the allocation to the class A-1 and A-2 certificates of any applicable Specially Serviced Loan Principal

Distribution Amount for so long as the class A-1 and A-2 certificates are outstanding, will generally have the effect of reducing the outstanding principal balance of that class at a faster rate than would be the case if principal payments were allocated *pro rata* to all classes of certificates with outstanding principal balances. Thus, as principal is distributed to the holders of the class A-1 and A-2 certificates during the continuation of a Fixed Loan Group Waterfall Trigger Event, and any applicable Specially Serviced Loan Principal Distribution Amount is allocated to the holders of the class A-1 and A-2 certificates, the percentage interest in the issuing entity evidenced by such class will be decreased, with a corresponding increase in the percentage interest in the issuing entity evidenced by the class B-FX certificates. This will cause the outstanding principal balance of the class B-FX certificates to decline more slowly thereby increasing, relative to their respective outstanding principal balances, the subordination afforded to the class A-1 and A-2 certificates and class X certificates by the class B-FX certificates.

Distributions of Static Prepayment Premiums and Yield Maintenance Charges. If any Static Prepayment Premium is received by the applicable servicer during any particular Collection Period in connection with the prepayment of any of the underlying mortgage loans in the Floating Loan Group, the certificate administrator will be required to distribute that Static Prepayment Premium, on the distribution date corresponding to that Collection Period, to the holders of the class XP certificates, subject to the Guarantor being reimbursed for any Guarantor Static Prepayment Premium Reimbursement Amounts solely from any Static Prepayment Premiums received by the applicable servicer in respect of the underlying mortgage loan in the Floating Loan Group as to which the related Static Prepayment Premium Guarantor Payment was made. Static Prepayment Premiums will not be payable to the class B-FL certificates as Floating Loan Group Additional Interest Distribution Amounts.

If any Static Prepayment Premium or Yield Maintenance Charge is collected during any particular Collection Period in connection with the prepayment of any of the underlying mortgage loans in the Fixed Loan Group, the certificate administrator will be required to distribute that Static Prepayment Premium or Yield Maintenance Charge on the distribution date corresponding to that Collection Period, as follows:

- to the holders of any class A-1, A-2 and/or B-FX certificates that are then entitled to distributions of principal on that distribution date out of that portion of the total Principal Distribution Amount for the Fixed Loan Group Certificates for that date that includes the prepaid underlying mortgage loan, an amount equal to, in the case of each such class, the product of—
 1. the amount of the subject Static Prepayment Premium or Yield Maintenance Charge, multiplied by;
 2. a fraction, not greater than one or less than zero, the numerator of which is equal to the excess, if any, of the pass-through rate (and any Fixed Loan Group Additional Interest Accrual Amounts) for that class of Fixed Loan Group Principal Balance Certificates for the related Interest Accrual Period, over the relevant discount rate, and the denominator of which is equal to the excess, if any, of the mortgage interest rate for the prepaid underlying mortgage loan, over the relevant discount rate (*provided* that if the relevant discount rate is greater than or equal to the mortgage interest rate for the prepaid underlying mortgage loan, then the fraction will equal zero; *provided, further* that if such discount rate is greater than the mortgage interest rate for the prepaid underlying mortgage loan, but is less than the pass-through rate on the subject class, then the fraction will be one), multiplied by;
 3. a fraction, not greater than one or less than zero, the numerator of which is equal to the total distributions of principal to be made with respect to that class of Fixed Loan Group Principal Balance Certificates entitled to Static Prepayment Premiums or Yield Maintenance Charges on the subject distribution date from that portion of the total Principal Distribution Amount for the Fixed Loan Group for that date, and the denominator of which is equal to the total amount distributed as principal to the class A-1, A-2 and B-FX certificates for the subject distribution date; and
- any portion of the subject Static Prepayment Premium or Yield Maintenance Charge that may remain after any distribution(s) contemplated by the prior bullet point will be distributed to the holders of the class X certificates as long as the notional amount of the class X certificates is greater than zero.

However, if on such distribution date if there are any Outstanding Guarantor Reimbursement Amounts related to the Fixed Loan Group, the lesser of (i) the total Yield Maintenance Charges and Static Prepayment Premiums that would have been payable to the class B-FX certificates under the previous paragraph without giving effect to this paragraph and (ii) the amount of Yield Maintenance Charges and Static Prepayment Premiums that would have otherwise been payable to the class B-FX certificates under the previous paragraph without giving effect to this

paragraph up to an amount equal to the amount of such Outstanding Guarantor Reimbursement Amounts will be payable to the Guarantor (which amount will be allocated to reduce the Outstanding Guarantor Reimbursement Amount under *priorities 4th, 5th or 6th* in “—Priority of Distributions (Fixed Loan Group Certificates),” in that order).

For purposes of the foregoing, the relevant discount rate will, in general, be the same discount rate that would have been used to calculate the Yield Maintenance Charge for such underlying mortgage loan during the Yield Maintenance Period (adjusted, with respect to Static Prepayment Premiums, to reflect the remaining Static Prepayment Premium Period instead of the remaining Yield Maintenance Period).

Pursuant to the Pooling and Servicing Agreement, the master servicer or the special servicer, as applicable, will be required to waive any obligation of the related borrower to pay a Static Prepayment Premium or Yield Maintenance Charge in connection with any prepayment of any underlying mortgage loan in the related Loan Group upon written direction by certificateholders representing a majority, by outstanding notional amount, of the class XP or X certificates, as applicable, exercising their sole discretion. See “Risk Factors—Risks Related to the Offered Certificates—The Underlying Mortgage Loans in the Related Loan Group May Experience a Higher Than Expected Rate of Prepayment Due to the Right of a Majority of Holders of Class XP and X Certificates to Cause the Waiver of Static Prepayment Premiums or Yield Maintenance Charges and Due to Limited Prepayment Protection in the Related Loan Group” in this information circular.

As described under “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses” in this information circular, if any Yield Maintenance Charge or Static Prepayment Premium is collected in connection with a liquidation of an underlying mortgage loan or REO Property, a liquidation fee may be payable on the amount collected. In such cases, the formulas described above for allocating any Yield Maintenance Charges and Static Prepayment Premiums to any particular class of Fixed Loan Group Certificates will be applied to the prepayment consideration in question, net of any liquidation fee payable therefrom.

We do not make any representation as to—

- the enforceability of any provision of the underlying mortgage loans requiring the payment of any prepayment consideration;
- whether or not such provision would be waived by holders representing a majority interest in the class X or XP certificates (see “The Pooling and Servicing Agreement—Modifications, Waivers, Amendments and Consents” in this information circular); or
- the collectability of that prepayment consideration.

See “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Prepayment Provisions” in this information circular.

In no event will the holders of any offered certificates receive any Static Prepayment Premium, Yield Maintenance Charge or other prepayment consideration in connection with any repurchase of an underlying mortgage loan as described under “Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions” in this information circular. In addition, the Freddie Mac Guarantee excludes the payment of any Static Prepayment Premium, Yield Maintenance Charge or other prepayment consideration (except with respect to a guarantee that Static Prepayment Premiums, if any, actually received by the applicable servicer in respect of the underlying mortgage loans in the Floating Loan Group will be distributed to the holders of the class XP certificates).

Treatment of REO Properties

Although any mortgaged real property may be acquired by the issuing entity through foreclosure, deed-in-lieu of foreclosure or otherwise, the related underlying mortgage loan will be treated as having remained outstanding until the REO Property is liquidated for purposes of determining—

- distributions on the certificates;
- allocations of Realized Losses (including those resulting from Additional Issuing Entity Expenses) to the certificates; and

- the amount of all fees payable to the master servicer, the special servicer, the certificate administrator and the trustee under the Pooling and Servicing Agreement.

In connection with these determinations, the related underlying mortgage loan will be taken into account when determining the Weighted Average Net Mortgage Pass-Through Rate for the related Loan Group and the Principal Distribution Amount for the related Loan Group Certificates for each distribution date.

Operating revenues and other proceeds from an REO Property will be applied—

- *first*, to pay, or to reimburse the master servicer, the special servicer, the certificate administrator and/or the trustee for the payment of, any costs and expenses incurred in connection with the operation and disposition of the REO Property, and
- *thereafter*, as collections of principal, interest and other amounts due on the related underlying mortgage loan.

To the extent described under “—Advances of Delinquent Monthly Debt Service Payments” below, the master servicer and the trustee will be required to advance (subject to a nonrecoverability determination) delinquent monthly debt service payments with respect to each underlying mortgage loan as to which the corresponding mortgaged real property has become an REO Property, in all cases as if that underlying mortgage loan had remained outstanding.

Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses

As a result of Realized Losses (including those resulting from the application of principal collections on the underlying mortgage loans in each Loan Group to pay Additional Issuing Entity Expenses), the total outstanding principal balance of the Floating Loan Group Principal Balance Certificates or the Fixed Loan Group Principal Balance Certificates could exceed the total Stated Principal Balance of the Floating Loan Group or the Fixed Loan Group, respectively. If this occurs following the distributions made to the holders of certificates in each Certificate Group on any distribution date, then the respective outstanding principal balances of the following classes of certificates are to be sequentially reduced in the following order, until the total outstanding principal balance of those classes of certificates equals the total Stated Principal Balance of the related Loan Group that will be outstanding immediately following the subject distribution date; *provided* that the total Stated Principal Balance of the related Loan Group will be decreased, for this purpose only, by the amount of any unreimbursed Timing Guarantor Payments and increased, for this purpose only, by amounts of principal attributable to the related Loan Group previously used to reimburse nonrecoverable advances and certain advances related to rehabilitated mortgage loans in the related Loan Group, as described under “—Advances of Delinquent Monthly Debt Service Payments” below and “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses” in this information circular, other than any such amounts previously used to reimburse advances with respect to mortgage loans in the related Loan Group that have since become liquidated loans, that will be outstanding immediately following that distribution date.

Floating Loan Group Certificates

Order of Allocation	Class
1 st	B-FL
2 nd	A-FL

Fixed Loan Group Certificates

Order of Allocation	Class
1 st	B-FX
2 nd	A-1 and A-2*

* *Pro rata* based on the respective outstanding principal balances of the subject classes.

The above-described reductions in the outstanding principal balance of the respective classes of the Principal Balance Certificates will represent an allocation of the Realized Losses (including those resulting from Additional Issuing Entity Expenses) that caused the particular mismatch in balances between the underlying mortgage loans in the related Loan Group and those classes of Principal Balance Certificates. However, Freddie Mac will be required under its guarantee to pay the holders of the Offered Principal Balance Certificates an amount equal to any such loss allocated to the Offered Principal Balance Certificates as described under “—Distributions—Freddie Mac Guarantee” above.

The loss, if any, in connection with the liquidation of a Defaulted Loan or related REO Property will generally be an amount equal to the excess, if any, of:

- the outstanding principal balance of the underlying mortgage loan as of the date of liquidation, together with all accrued and unpaid interest on the underlying mortgage loan through and including the end of the related Interest Accrual Period in which such liquidation occurred, exclusive, however, of any portion of that interest that represents Default Interest, and
- all related unreimbursed Servicing Advances (with interest) and unpaid liquidation expenses, over
- the total amount of Liquidation Proceeds, if any, recovered in connection with the liquidation that are available to pay interest (other than Default Interest) on and principal of the underlying mortgage loan.

If any portion of the debt due under any of the underlying mortgage loans is forgiven, whether in connection with a modification, waiver or amendment granted or agreed to by the master servicer or the special servicer or in connection with the bankruptcy, insolvency or similar proceeding involving the related borrower, or if the underlying mortgage loan is discharged due to the foreclosure of a related Senior Loan, the amount forgiven, other than Default Interest, also will be treated as a Realized Loss.

The following items, to the extent that they are paid out of collections on the mortgage pool (other than late payment charges and/or Default Interest collected on the underlying mortgage loans) in accordance with the terms of the Pooling and Servicing Agreement, are some examples of Additional Issuing Entity Expenses:

- any special servicing fees, workout fees and liquidation fees paid to the special servicer;
- any interest paid to the master servicer, the special servicer and/or the trustee with respect to advances;
- the cost of various opinions of counsel required or permitted to be obtained in connection with the servicing of the underlying mortgage loans and the administration of the other assets of the issuing entity;
- any unanticipated expenses of the issuing entity, including—
 1. any reimbursements and indemnifications to the trustee, the custodian, the certificate administrator and various related persons and entities, as described under “The Pooling and Servicing Agreement—Certain Indemnities” in this information circular,
 2. any reimbursements and indemnification to the master servicer, the Primary Special Servicer, the Backup Special Servicer, the depositor, the servicing consultant and various related persons and entities, as described under “The Pooling and Servicing Agreement—Certain Indemnities” in this information circular, and
 3. any U.S. federal, state and local taxes, and tax-related expenses, payable out of assets of the issuing entity, as described under “Certain Federal Income Tax Consequences—Taxes That May Be Imposed on a REMIC” in this information circular; and
- any amounts expended on behalf of the issuing entity to remediate an adverse environmental condition at any mortgaged real property securing a Defaulted Loan, as described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans” in this information circular.

Late payment charges and Default Interest collected with respect to any underlying mortgage loan are to be applied to pay interest on any advances that have been or are being reimbursed with respect to that underlying mortgage loan. In addition, late payment charges and Default Interest collected with respect to any Specially Serviced Mortgage Loan are also to be applied to reimburse the issuing entity for any Additional Issuing Entity

Expenses previously incurred by the issuing entity with respect to that Specially Serviced Mortgage Loan. Any remaining late payment charges and Default Interest collected with respect to any underlying mortgage loan that are not so applied to pay interest on advances or, solely with respect to Specially Serviced Mortgage Loans, to reimburse the issuing entity for previously incurred Additional Issuing Entity Expenses, as applicable, will be paid to the master servicer and/or the special servicer as additional servicing compensation.

Advances of Delinquent Monthly Debt Service Payments

The master servicer will be required to make, for each distribution date, a total amount of advances of principal and/or interest (“P&I Advances”) generally equal to all scheduled monthly debt service payments, other than balloon payments (however, if Freddie Mac is acting as master servicer, then subject to Freddie Mac’s obligation as Guarantor to make a Balloon Guarantor Payment), Default Interest, late payment charges, Yield Maintenance Charges or Static Prepayment Premiums, and assumed monthly debt service payments, in each case net of related master servicer surveillance fees (if any), special servicer surveillance fees (if any), master servicing fees and sub-servicing fees, that—

- were due or deemed due, as the case may be, during the related Collection Period with respect to the underlying mortgage loans, and
- were not paid by or on behalf of the respective borrowers thereunder or otherwise collected as of the close of business on the last day of the related Collection Period.

However, if it is determined that an Appraisal Reduction Amount exists with respect to any underlying mortgage loan, then the master servicer will reduce the interest portion, but not the principal portion, of each P&I Advance that it must make with respect to that underlying mortgage loan during the period that the Appraisal Reduction Amount exists. The interest portion of any P&I Advance required to be made with respect to any underlying mortgage loan as to which there exists an Appraisal Reduction Amount, will equal the product of—

- the amount of the interest portion of that P&I Advance that would otherwise be required to be made for the subject distribution date without giving effect to the Appraisal Reduction Amount, multiplied by
- a fraction—
 1. the numerator of which is equal to the Stated Principal Balance of the underlying mortgage loan and the related Senior Loan, net of the Appraisal Reduction Amount, and
 2. the denominator of which is equal to the Stated Principal Balance of the underlying mortgage loan and the related Senior Loan.

However, there will be no such reduction in any P&I Advance due to an Appraisal Reduction Event at any time after (i) with respect to the Floating Loan Group Certificates, the outstanding principal balance of the class B-FL certificates has been reduced to zero or (ii) with respect to the Fixed Loan Group Certificates, the outstanding principal balance of the class B-FX certificates has been reduced to zero.

With respect to any distribution date, the master servicer will be required to make P&I Advances either out of its own funds or, subject to replacement as and to the extent provided in the Pooling and Servicing Agreement, out of funds held in the collection account that are not required to be paid on the certificates on the related distribution date. Further, if a Ratings Trigger Event occurs with respect to any Third Party Master Servicer, the Guarantor will have the right to require the Third Party Master Servicer to remit out of its own funds to the collection account, an amount equal to all P&I Advances previously made out of the collection account and not previously repaid from collections on the underlying mortgage loans in the related Loan Group, and thereafter, the Third Party Master Servicer will be required to make P&I Advances solely out of its own funds.

To the extent the master servicer fails to make a required P&I Advance, and the trustee has actual knowledge of that failure, the trustee will be obligated to make that advance in accordance with the Pooling and Servicing Agreement.

The master servicer and the trustee will each be entitled to recover any P&I Advance made by it out of its own funds (together with interest accrued on such amount) from collections on the underlying mortgage loan as to which

the advance was made. Neither the master servicer nor the trustee will be obligated to make any P&I Advance that, in the judgment of the master servicer, the special servicer or the trustee (in accordance with the Servicing Standard in the case of the judgment of the master servicer or the special servicer, as applicable, or in accordance with good faith business judgment in the case of the trustee), would not ultimately be recoverable out of collections on the related underlying mortgage loan. If the master servicer or the trustee makes any P&I Advance with respect to any of the underlying mortgage loans (including any such advance that is a Workout-Delayed Reimbursement Amount), that the master servicer, the trustee or the special servicer subsequently determines (in accordance with the Servicing Standard in the case of the determination of the master servicer or the special servicer, or in accordance with good faith business judgment in the case of the trustee) will not be recoverable out of collections on that underlying mortgage loan (or, if such advance is a Workout-Delayed Reimbursement Amount, out of collections of principal on all the underlying mortgage loans in the related Loan Group after the application of those principal payments and collections to reimburse any party for a Nonrecoverable Advance) (any such advance, a “Nonrecoverable P&I Advance”), the master servicer or the trustee, as applicable, may obtain reimbursement for that advance, together with interest accrued on the advance as described below, out of general collections on the other underlying mortgage loans in the related Loan Group. See “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” and “The Pooling and Servicing Agreement—Collection Account” in this information circular. In making such determination, the master servicer, the trustee or the special servicer, as applicable, may take into account a range of relevant factors, including, among other things, (i) the existence of any outstanding Nonrecoverable Advance or Workout-Delayed Reimbursement Amount on any underlying mortgage loan or REO Loan in the related Loan Group, (ii) the obligations of the borrower under the related underlying mortgage loan, (iii) the related mortgaged real property in its “as is” condition, (iv) future expenses, (v) the timing of recoveries and (vi) that the underlying mortgage loan is a junior-lien mortgage loan. Any reimbursement of a Nonrecoverable P&I Advance (including interest accrued on such amount) will be deemed to be reimbursed first from payments and other collections of principal on the underlying mortgage loans in the related Loan Group (thereby reducing the amount of principal otherwise distributable on the certificates on the related distribution date) prior to the application of any other general collections on the underlying mortgage loans in the related Loan Group against such reimbursement. The special servicer’s determination that a previously made or proposed P&I Advance is a Nonrecoverable P&I Advance will be conclusive and binding on the master servicer and the trustee. Prior to or absent such a determination by the special servicer, each of the master servicer and the trustee will be entitled to make its own determination that a P&I Advance is a Nonrecoverable P&I Advance, and neither the special servicer nor any other party may require the master servicer or the trustee to make any P&I Advance that the master servicer or the trustee has determined to be a Nonrecoverable P&I Advance. In addition, the trustee will be entitled to conclusively rely on the master servicer’s or the special servicer’s determination that a P&I Advance is a Nonrecoverable P&I Advance. The special servicer will have no obligation to make any P&I Advances.

However, instead of obtaining reimbursement out of general collections on the underlying mortgage loans in the related Loan Group immediately for a Nonrecoverable P&I Advance, the master servicer or the trustee, as applicable, may, in its sole discretion, elect to obtain reimbursement for such Nonrecoverable P&I Advance over a period of time (not to exceed six months without the consent of the applicable Approved Directing Certificateholder (if any) or 12 months in any event), with interest continuing to accrue on such amount at the Prime Rate. At any time after such a determination to obtain reimbursement over time in accordance with the preceding sentence, the master servicer or the trustee, as applicable, may, in its sole discretion, decide to obtain reimbursement for such Nonrecoverable P&I Advance from general collections on the underlying mortgage loans in the related Loan Group (including, without limitation, interest collections) immediately. In general, such a reimbursement deferral will only be permitted under the Pooling and Servicing Agreement if and to the extent that the subject Nonrecoverable P&I Advance, after taking into account other outstanding Nonrecoverable Advances with respect to underlying mortgage loans in the related Loan Group, could not be reimbursed with interest out of payments and other collections of principal on the underlying mortgage loans in the related Loan Group during the current Collection Period. The fact that a decision to recover a Nonrecoverable P&I Advance over time, or not to do so, benefits some classes of certificateholders of the related Certificate Group to the detriment of other classes of certificateholders of the related Certificate Group will not constitute a violation of the Servicing Standard or a breach of the terms of the Pooling and Servicing Agreement by any party to the Pooling and Servicing Agreement or a violation of any duty owed to the certificateholders by any party to the Pooling and Servicing Agreement.

In addition, in the event that any P&I Advance with respect to a Defaulted Loan remains unreimbursed following the time that such underlying mortgage loan is modified and returned to performing status and the amount

of such advance becomes an obligation of the related borrower under the terms of the modified loan documents (a “Workout-Delayed Reimbursement Amount”), the master servicer or the trustee will be entitled to reimbursement for that advance and interest accrued on such advance (even though that advance is not deemed a Nonrecoverable P&I Advance), on a monthly basis, out of – but solely out of – payments and other collections of principal on all the underlying mortgage loans in the related Loan Group after the application of those principal payments and collections to reimburse any party for any Nonrecoverable Advance with respect to the related Loan Group or Loan Group Certificates, prior to any distributions of principal on the related Certificate Group. If any such advance is not reimbursed in whole due to insufficient principal collections during the related Collection Period, then the portion of that advance which remains unreimbursed will be carried over (with interest on such amount continuing to accrue) for reimbursement in the following Collection Period (to the extent of principal collections available for that purpose). If any such advance, or any portion of any such advance, is determined, at any time during this reimbursement process, to be a Nonrecoverable Advance, then the master servicer or the trustee, as applicable, will be entitled to immediate reimbursement out of general collections for the related Loan Group as a Nonrecoverable Advance in an amount equal to the portion of that advance that remains outstanding, plus accrued interest.

The master servicer and the trustee will each be entitled to receive interest on P&I Advances made by that party out of its own funds. That interest will accrue on the amount of each P&I Advance for so long as that advance is outstanding from the date made (or, if made prior to the end of the applicable grace period, from the end of that grace period), at an annual rate equal to the Prime Rate. Subject to the discussion in the two preceding paragraphs, interest accrued with respect to any P&I Advance on an underlying mortgage loan will be payable out of general collections on the underlying mortgage loans in the related Loan Group.

Notwithstanding the foregoing, if a natural disaster occurs and Freddie Mac issues guidance to the master servicer to provide temporary relief pursuant to the terms of written announcements by Freddie Mac that are incorporated into Freddie Mac Servicing Practices, the related disaster relief agreement between Freddie Mac and the related master servicer may provide that any P&I Advance or Servicing Advance made by the master servicer with respect to the affected underlying mortgage loans (other than any Specially Serviced Mortgage Loan or REO Loan) during any forbearance period will not accrue interest under the Pooling and Servicing Agreement for the duration of such forbearance period and the related repayment period. The master servicer will not be precluded from receiving interest on such advances from Freddie Mac pursuant to the terms of the related disaster relief agreement, but in no event will such interest be payable to the master servicer (or reimbursable to Freddie Mac or any other party) from collections on the related Loan Group.

A monthly debt service payment will be assumed to be due with respect to:

- each underlying mortgage loan that is delinquent with respect to its balloon payment beyond the end of the Collection Period in which its maturity date occurs and as to which no arrangements have been agreed to for the collection of the delinquent amounts, including an extension of maturity; and
- each underlying mortgage loan as to which the corresponding mortgaged real property has become an REO Property.

The assumed monthly debt service payment deemed due on any underlying mortgage loan described in the prior sentence will equal, for its maturity date (if applicable) and for each successive due date following the relevant event that it or any related REO Property remains part of the issuing entity, the sum of (i) the principal portion, if any, of the monthly debt service payment that would have been due on the underlying mortgage loan on the relevant date if the related balloon payment had not come due or the related mortgaged real property had not become an REO Property, as the case may be, and the underlying mortgage loan had, instead, continued to amortize and accrue interest according to its terms in effect prior to that event, plus (ii) one month’s interest on the Stated Principal Balance of the underlying mortgage loan at the related mortgage interest rate (but not including Default Interest).

In no event will the master servicer or the trustee be entitled to reimbursement of any Nonrecoverable Advances from general collections on the underlying mortgage loans in the unrelated Loan Group.

Reports to Certificateholders and Freddie Mac; Available Information

Certificate Administrator Reports. Based on information provided on a one-time basis by the mortgage loan seller, and in monthly reports prepared by the master servicer and the special servicer in accordance with the Pooling

and Servicing Agreement, and in any event delivered to the certificate administrator, the certificate administrator will be required to prepare and make available electronically or, upon written request, provide by first class mail, (i) by 12:00 p.m. New York City time on the third Business Day prior to each distribution date to Freddie Mac and (ii) on each distribution date to each registered holder of a certificate, a statement to certificateholders substantially in the form of and containing the information substantially as required by Exhibit B. The certificate administrator's statement to certificateholders will detail the distributions on the certificates on that distribution date and the performance, both in total and individually to the extent available, of the underlying mortgage loans and the related mortgaged real properties on a Loan Group by Loan Group basis. Recipients will be deemed to have agreed to keep the subject information confidential.

The master servicer will be required to provide the standard CREFC Investor Reporting Package[®] to the certificate administrator on a monthly basis for the underlying mortgage loans. The certificate administrator will not be obligated to deliver any such report until the reporting package is provided by the master servicer.

To the extent that any related permitted subordinate mortgage debt is being serviced by the master servicer or the master servicer receives the necessary information from the applicable servicer of such permitted subordinate mortgage debt, and if not prohibited by the terms of the related permitted subordinate mortgage debt loan documents or any servicing agreement with respect to the related permitted subordinate mortgage debt (i) the master servicer will include information on such permitted subordinate mortgage debt in each CREFC[®] operating statement analysis report and (ii) if applicable CREFC[®] guidelines are revised to require information on subordinate mortgage debt to be included in other report or files in the CREFC Investor Reporting Package[®] that the master servicer is required to prepare and if Freddie Mac so requests in writing, the master servicer will include information on such permitted subordinate mortgage debt in such additional report or files in the CREFC Investor Reporting Package[®] in accordance with such CREFC[®] guidelines as reasonably clarified by Freddie Mac. For the purposes of including information on permitted subordinate mortgage debt in reports or files as contemplated under the terms of the Pooling and Servicing Agreement, the master servicer may conclusively rely (without investigation, inquiry, independent verification or any duty or obligation to recompute, verify or recalculate any of the amounts and other information contained in), absent manifest error, on information provided to it by the sub-servicer or other servicer of such permitted subordinate mortgage debt or by Freddie Mac.

Information Available Electronically. To the extent the “deal documents,” “periodic reports,” “additional documents” and “special notices” listed in the following bullet points are in the certificate administrator’s possession and prepared by it or delivered to it in an electronic format, the certificate administrator will be required to make available to any Privileged Person via the certificate administrator’s website in accordance with the terms and provisions of the Pooling and Servicing Agreement:

- the following “deal documents”:
 1. this information circular;
 2. Freddie Mac’s Giant and Other Pass-Through Certificates (Multifamily) Offering Circular dated February 23, 2017;
 3. the Freddie Mac offering circular supplement related to the SPCs;
 4. the Pooling and Servicing Agreement;
 5. the mortgage loan purchase agreement; and
 6. the CREFC[®] loan setup file received by the certificate administrator from the master servicer;
- the following “periodic reports”:
 1. certain underlying mortgage loan information as presented in the standard CREFC Investor Reporting Package[®] (other than the CREFC[®] loan setup file); and
 2. statements to certificateholders;
- the following “additional documents”:
 1. inspection reports; and

- 2. appraisals;
- the following “special notices”:
- 1. notice of any failure by the mortgage loan seller to repurchase an underlying mortgage loan that has an uncured material breach of a representation or warranty or a material document defect;
- 2. notice of final payment on the certificates;
- 3. notice of the resignation, termination, merger or consolidation of the master servicer, the Primary Special Servicer, the Backup Special Servicer, the certificate administrator or the trustee and any notice of the acceptance of appointment by any successor thereto;
- 4. notice of the occurrence of any event of default that has not been cured;
- 5. notice of any request by the directing certificateholders to terminate the Primary Special Servicer and/or the Backup Special Servicer;
- 6. any request by certificateholders to communicate with other certificateholders;
- 7. any amendment of the Pooling and Servicing Agreement;
- 8. any notice of the occurrence of or termination of any Affiliated Borrower Loan Event;
- 9. any officer’s certificates supporting the determination that any advance was (or, if made, would be) a nonrecoverable advance; and
- 10. such other reports or information at the reasonable direction of the depositor or the Guarantor;

provided, however, that the certificate administrator may not provide to (i) any person that is a borrower under an underlying mortgage loan or an affiliate of a borrower under an underlying mortgage loan that is not the related directing certificateholder, (a) any asset status report, inspection report, appraisal or internal valuation or (b) the CREFC[®] special servicer loan file or (ii) the related directing certificateholder, any asset status report, inspection report, appraisal or internal valuation relating to any Affiliated Borrower Loan. The certificate administrator’s website will initially be located at <https://pivot.usbank.com>. Access will be provided by the certificate administrator to Privileged Persons upon receipt by the certificate administrator from such person of an investor certification in the form(s) described in the Pooling and Servicing Agreement, which form(s) may also be located on and submitted electronically via the certificate administrator’s website. The parties to the Pooling and Servicing Agreement will be given access to the website without providing that certification. For assistance with the certificate administrator’s website, certificateholders may call (800) 934-6802.

The certificate administrator will make no representations or warranties as to the accuracy or completeness of, and may disclaim responsibility for, any report, document or other information made available by it for which it is not the original source. The certificate administrator will not be deemed to have obtained actual knowledge of any information posted on the certificate administrator’s website to the extent such information was not produced by the certificate administrator.

The certificate administrator may require registration and the acceptance of a disclaimer, as well as an agreement to keep the subject information confidential, in connection with providing access to its website. The certificate administrator will not be liable for the dissemination of information made by it in accordance with the Pooling and Servicing Agreement.

Other Information. The Pooling and Servicing Agreement will obligate the certificate administrator (or in the case of the items listed in the sixth and eighth bullet points below, the custodian) to make available at its offices, during normal business hours, upon reasonable advance written notice, or electronically via its website, for review by, among others, any holder or beneficial owner of an offered certificate or any person identified to the certificate administrator as a prospective transferee of an offered certificate or any interest in that offered certificate, originals or copies, in paper or electronic form, of, among other things, the following items, to the extent such documents have been delivered to the certificate administrator or the custodian, as applicable:

- any private placement memorandum or other disclosure document relating to the applicable class of certificates, in the form most recently provided to the certificate administrator;

- the Pooling and Servicing Agreement, including exhibits, and any amendments to the Pooling and Servicing Agreement;
- all monthly reports of the certificate administrator delivered, or otherwise electronically made available, to certificateholders since the Closing Date;
- all officer's certificates delivered to the certificate administrator by the master servicer and/or the special servicer since the Closing Date, as described under "The Pooling and Servicing Agreement—Evidence as to Compliance" in this information circular;
- all accountant's reports delivered to the certificate administrator with respect to the master servicer and/or the special servicer since the Closing Date, as described under "The Pooling and Servicing Agreement—Evidence as to Compliance" in this information circular;
- any and all modifications, waivers and amendments of the terms of an underlying mortgage loan entered into by the master servicer or the special servicer and delivered to the custodian pursuant to the Pooling and Servicing Agreement (but only for so long as the affected underlying mortgage loan is part of the issuing entity);
- any and all officer's certificates delivered to the certificate administrator to support the master servicer's determination that any P&I Advance or Servicing Advance was or, if made, would be a Nonrecoverable P&I Advance or Nonrecoverable Servicing Advance, as the case may be;
- any and all of the loan documents contained in the mortgage file, and with respect to the applicable directing certificateholder and Freddie Mac only, any and all documents contained in the mortgage file;
- information provided to the certificate administrator regarding the occurrence of Servicing Transfer Events as to the underlying mortgage loans; and
- any and all Sub-Servicing Agreements provided to the certificate administrator and any amendments to such Sub-Servicing Agreements and modifications of such Sub-Servicing Agreements.

Copies of any and all of these items will be required to be made available by the certificate administrator or the custodian, as applicable, upon written request. However, the certificate administrator and the custodian, as applicable, will be permitted to require payment of a sum sufficient to cover the reasonable costs and expenses of providing the copies.

In connection with providing access to or copies of information pursuant to the Pooling and Servicing Agreement, including the items described above, the certificate administrator, the custodian, the master servicer or the special servicer will require, in the case of a registered holder, beneficial owner or prospective purchaser of an offered certificate, a written confirmation executed by the requesting person or entity, in the form required by the Pooling and Servicing Agreement, generally to the effect that, among other things, the person or entity (i) is a registered holder, beneficial owner or prospective purchaser of offered certificates, or an investment advisor representing such person, (ii) is requesting the information for use in evaluating such person's investment in, or possible investment in, the offered certificates, (iii) is or is not a borrower or an affiliate of a borrower under the underlying mortgage loan, (iv) will keep the information confidential, and (v) will indemnify the certificate administrator, the trustee, the custodian, the master servicer, the Primary Special Servicer, the Backup Special Servicer, the issuing entity and the depositor from any damage, loss, cost or liability (including legal fees and expenses and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure of the information. However, the trustee, the certificate administrator, the custodian, the master servicer, the special servicer and any sub-servicer may not provide to (a) any person that is a borrower under an underlying mortgage loan or an affiliate of a borrower under an underlying mortgage loan unless such person is the applicable directing certificateholder, (i) any asset status report, inspection report, appraisal or internal valuation or (ii) the CREFC[®] special servicer loan file or (b) the applicable directing certificateholder, any asset status report, inspection report, appraisal or internal valuation relating to any Affiliated Borrower Loan. However, such restrictions on providing information will not apply to the master servicer, the special servicer and any sub-servicer if the applicable loan documents expressly require such disclosure to such person as a borrower under an underlying mortgage loan.

Reports to Freddie Mac. On or before the third Business Day prior to each distribution date, the certificate administrator will be required, in accordance with the terms of the Pooling and Servicing Agreement, to prepare and distribute to Freddie Mac certain supplemental reports related to the offered certificates.

Deal Information/Analytics. Certain information concerning the underlying mortgage loans and the certificates may be available through the following services:

- BlackRock Financial Management, Inc., Bloomberg, L.P., Moody's Analytics, Trepp, LLC, Intex Solutions, Inc., CMBS.com and Thomson Reuters Corporation;
- the certificate administrator's website initially located at <https://pivot.usbank.com>; and
- the master servicer's website initially located at <https://mf.freddiemac.com>.

Voting Rights

The voting rights for the certificates will be allocated as follows:

- 99% of the voting rights will be allocated to the class A-FL, A-1, A-2, B-FL and B-FX certificates, in proportion to the respective outstanding principal balances of those classes;
- 1% of the voting rights will be allocated to the interest-only certificates (based on the respective class notional amount of each such class relative to the aggregate of the class notional amounts of such classes of interest-only certificates); and
- 0% of the voting rights will be allocated to the class XP and R certificates.

Voting rights allocated to a class of certificateholders will be allocated among those certificateholders in proportion to their respective percentage interests in that class. However, solely for the purposes of giving any consent, approval or waiver pursuant to the Pooling and Servicing Agreement with respect to the rights, obligations or liabilities of the trustee, the certificate administrator, the master servicer, the special servicer or Freddie Mac, any certificate registered in the name of such trustee, certificate administrator, master servicer, special servicer, Freddie Mac or any affiliate of any of them, as applicable, will be deemed not to be outstanding, and the voting rights to which it is entitled will not be taken into account in determining whether the requisite percentage of voting rights necessary to effect any such consent, approval or waiver has been obtained. Such restriction will not apply to (i) the selection of any Controlling Class Majority Holder or any directing certificateholder or the exercise of the special servicer's or its affiliates' rights as a holder of certificates in any Controlling Class and (ii) except with respect to increases in compensation or material reductions in obligations, if the trustee, the certificate administrator, the master servicer, the special servicer or Freddie Mac, as the case may be, and/or their affiliates, own the entire class of each certificates affected by the action, vote, consent or waiver. A directing certificateholder that is not an Approved Directing Certificateholder will retain any voting rights it has by virtue of being a certificateholder. No Loan Group Certificate will be considered outstanding, and the voting rights to which such Loan Group Certificate is entitled will not be taken into account, for purposes of determining whether the requisite percentage of voting rights necessary to effect any consent, approval or waiver pursuant to the Pooling and Servicing Agreement to the extent such consent, approval or waiver applies solely to the unrelated Loan Group or Loan Group Certificates as determined by Freddie Mac in its reasonable discretion.

YIELD AND MATURITY CONSIDERATIONS

Yield Considerations

General. The yield on the offered certificates will depend on, among other things—

- the price you pay for your offered certificates; and
- the rate, timing and amount of distributions on your offered certificates.

The rate, timing and amount of distributions on the offered certificates in any Certificate Group will in turn depend on, among other things—

- the pass-through rate for, and the other payment terms of, the offered certificates;
- the rate and timing of payments and other collections on the underlying mortgage loans in the related Loan Group;
- whether a Floating Loan Group Waterfall Trigger Event or Fixed Loan Group Waterfall Trigger Event occurs;
- the rate and timing of defaults, and the severity of losses, if any, on the underlying mortgage loans in the related Loan Group;
- the rate, timing, severity and allocation of other shortfalls and expenses that reduce amounts available for distribution on the certificates in the related Certificate Group (although such shortfalls with respect to the offered certificates may be covered under the Freddie Mac Guarantee, as further described in this information circular);
- the collection and payment, or waiver, of Yield Maintenance Charges, Static Prepayment Premiums and/or other prepayment premiums with respect to the underlying mortgage loans in the related Loan Group; and
- servicing decisions with respect to the underlying mortgage loans in the related Loan Group.

These factors cannot be predicted with any certainty. Accordingly, you may find it difficult to analyze the effect that these factors might have on the yield to maturity of the offered certificates.

Freddie Mac Guarantee. Although the Freddie Mac Guarantee will mitigate the yield and maturity considerations with respect to the offered certificates discussed in this information circular, the Freddie Mac Guarantee is not backed by the full faith and credit of the United States. If the Guarantor were unable to pay under the Freddie Mac Guarantee, such mitigation would not apply.

Pass-Through Rates (Floating Loan Group Certificates). The yield to maturity on the Floating Loan Group Offered Principal Balance Certificates will be highly sensitive to changes in the levels of LIBOR such that decreasing levels of LIBOR will have a negative effect on the yield to maturity of the holders of such certificates. In addition, prevailing market conditions may increase the interest rate margins above LIBOR at which comparable securities are being offered, which would cause the Floating Loan Group Offered Principal Balance Certificates to decline in value. Investors in the Floating Loan Group Offered Principal Balance Certificates should consider the risk that lower than anticipated levels of LIBOR could result in a lower yield to investors than the anticipated yield and the risk that higher market interest rate margins above LIBOR could result in a lower value of the Floating Loan Group Offered Principal Balance Certificates.

The yield on the Floating Loan Group Offered Principal Balance Certificates could also be adversely affected if underlying mortgage loans in the Floating Loan Group with higher interest rate margins over LIBOR pay principal faster than underlying mortgage loans in the Floating Loan Group with lower interest rate margins over LIBOR. Since the Floating Loan Group Offered Principal Balance Certificates bear interest at a rate limited by the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group minus the applicable Guarantee Fee Rate, the pass-through rate on the Floating Loan Group Offered Principal Balance Certificates may be limited by that pass-through rate cap, even if principal prepayments do not occur. See “Description of the Certificates—Distributions—Interest Distributions (Floating Loan Group Certificates)” in this information circular.

As further described below under “— Yield Sensitivity of the Class XI and Class X Certificates,” the pass-through rate on the class XI certificates will be variable and will be calculated based on the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group. The Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group would decline if the rate of principal payments on underlying mortgage loans in the Floating Loan Group with higher interest rate margins over LIBOR was faster than the rate of principal payments on the underlying mortgage loans in the Floating Loan Group with lower interest rate margins over LIBOR. The yield to maturity on the class XI certificates will also be adversely affected to the extent distributions of interest otherwise payable to the class XI certificates are required to be distributed on the class B-FL certificates as

Floating Loan Group Additional Interest Distribution Amounts, as described under “—Additional Interest Accrual Amounts (Floating Loan Group Certificates)” below.

Pass-Through Rates (Fixed Loan Group Certificates). The pass-through rate on the class X certificates will be variable and will be calculated based on the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group. The Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group would decline if the rate of principal payments on the underlying mortgage loans in the Fixed Loan Group with higher Net Mortgage Pass-Through Rates was faster than the rate of principal payments on the underlying mortgage loans in the Fixed Loan Group with lower Net Mortgage Pass-Through Rates. Accordingly, the yield on the class X certificates will be sensitive to changes in the relative composition of the Fixed Loan Group as a result of scheduled amortization, voluntary and involuntary prepayments and liquidations of underlying mortgage loans in the Fixed Loan Group following default. In addition, the yield to maturity on the class X certificates will also be adversely affected to the extent distributions of interest otherwise payable to the class X certificates are required to be distributed on the class B-FX certificates as Fixed Loan Group Additional Interest Distribution Amounts, as described under “—Additional Interest Accrual Amounts (Fixed Loan Group Certificates)” below. The Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group will not be affected by modifications, waivers or amendments with respect to the underlying mortgage loans except for any modifications, waivers or amendments that increase the mortgage interest rate.

Rate and Timing of Principal Payments. The yield to maturity of the interest-only certificates will be extremely sensitive to, and the yield to maturity on any Offered Principal Balance Certificates purchased at a discount or a premium will be affected by, the rate and timing of principal distributions made in reduction of the total outstanding principal balance of those certificates, and in the case of the class XI and X certificates, the rate and timing of principal distributions made in reduction of the outstanding principal balance of the class B-FL and B-FX certificates, respectively. In turn, the rate and timing of principal distributions that are paid or otherwise result in reduction of the outstanding principal balance of any Offered Principal Balance Certificates, or in the case of the class XI or X certificates, any Principal Balance Certificates, will be directly related to the rate and timing of principal payments on or with respect to the underlying mortgage loans in the related Loan Group, and, with respect to the class XI and X certificates, the rate and timing of principal that is collected or advanced in respect of certain Specially Serviced Mortgage Loans in the related Loan Group and whether or not a Floating Loan Group Waterfall Trigger Event or Fixed Floating Loan Group Waterfall Trigger Event (as applicable) has occurred and is continuing with regard to such Loan Group. Finally, the rate and timing of principal payments on or with respect to the underlying mortgage loans in the related Loan Group will be affected by their amortization schedules, the dates on which balloon payments are due and the rate and timing of principal prepayments and other unscheduled collections on them, including for this purpose, collections made in connection with liquidations of underlying mortgage loans due to defaults, casualties or condemnations (including principal paydowns in connection with partial condemnations) affecting the mortgaged real properties securing the underlying mortgage loans in the related Loan Group, pay downs of loans due to failure of the related property to meet certain performance criteria or purchases or other removals of underlying mortgage loans in the related Loan Group from the issuing entity. In addition, the yield to maturity on the class XI and X certificates would be extremely sensitive to, and the yield to maturity on any Offered Principal Balance Certificates in the related Loan Group purchased at a discount or a premium will be affected by, in the case of the class XI and X certificates, holders of a majority interest in the class XP or X certificates electing to waive payments of Static Prepayment Premiums or Yield Maintenance Charges in respect of the underlying mortgage loans in the related Loan Group, because such waivers would tend to increase the rate of prepayments on the underlying mortgage loans in the related Loan Group which would result in a faster than anticipated reduction in the notional amount of the class XI and X certificates, or the outstanding principal balance of the Offered Principal Balance Certificates in the related Certificate Group.

If you are contemplating an investment in the interest-only certificates, you should further consider the risk that an extremely rapid rate of amortization, prepayments and/or liquidations on or with respect to the underlying mortgage loans in the related Loan Group could result in your failure to fully recoup your initial investment.

Prepayments and other early liquidations of the underlying mortgage loans in any Loan Group (including as a result of holders of a majority interest in the class XP or X certificates electing to waive payments of Static Prepayment Premiums or Yield Maintenance Charges in respect of the underlying mortgage loans in the related Loan Group) will result in distributions on the Offered Principal Balance Certificates in the related Certificate Group of amounts that would otherwise be paid over the remaining terms of the underlying mortgage loans in the related

Loan Group. This will tend to shorten the weighted average lives of the Offered Principal Balance Certificates in the related Certificate Group and accelerate the rate at which the notional amounts of the corresponding components of the interest-only certificates are reduced. Defaults on the underlying mortgage loans, particularly at or near their maturity dates, may result in significant delays in distributions of principal on the underlying mortgage loans and, accordingly, on the Offered Principal Balance Certificates, while workouts are negotiated or foreclosures are completed, subject to the Freddie Mac Guarantee. These delays will tend to lengthen the weighted average lives of the Offered Principal Balance Certificates. See “The Pooling and Servicing Agreement—Modifications, Waivers, Amendments and Consents” in this information circular.

The extent to which the yield to maturity on any Offered Principal Balance Certificate may vary from the anticipated yield will depend on the degree to which the Offered Principal Balance Certificate is purchased at a discount or premium and when, and to what degree payments of principal on the underlying mortgage loans in the related Loan Group are in turn paid in a reduction of the outstanding principal balance of the Offered Principal Balance Certificate. If you purchase Offered Principal Balance Certificates at a discount, you should consider the risk that a slower than anticipated rate of principal payments on the underlying mortgage loans in the related Loan Group could result in an actual yield to you that is lower than your anticipated yield. If you purchase the interest-only certificates or Offered Principal Balance Certificates at a premium, you should consider the risk that a faster than anticipated rate of principal payments on the underlying mortgage loans in the related Loan Group could result in an actual yield to you that is lower than your anticipated yield.

Because the rate of principal payments on or with respect to the underlying mortgage loans will depend on future events and a variety of factors, no particular assurance can be given as to that rate or the rate of principal prepayments.

Delinquencies and Defaults on the Underlying Mortgage Loans. The rate and timing of delinquencies and defaults on the underlying mortgage loans in the related Loan Group will affect—

- the amount of distributions on classes of offered certificates in the related Certificate Group;
- the yield to maturity of the classes of offered certificates in the related Certificate Group;
- the notional amount of the class of interest-only certificates in the related Certificate Group;
- the rate of principal distributions on the classes Offered Principal Balance Certificates in the related Certificate Group; and
- the weighted average lives of the classes of offered certificates in the related Certificate Group.

Delinquencies on the underlying mortgage loans in a Loan Group may result in shortfalls in distributions of interest and/or principal on the classes of offered certificates in the related Certificate Group for the current month, although Freddie Mac will be required under its guarantee to pay the holder of any offered certificate (other than the class XP certificates) an amount equal to any such shortfall allocated to its certificates as set forth in “Description of the Certificates—Distributions—Freddie Mac Guarantee” in this information circular. Although any shortfalls in distributions of interest may be made up on future distribution dates, no interest would accrue on those shortfalls. Thus, any shortfalls in distributions of interest would adversely affect the yield to maturity of each class of offered certificates in the related Certificate Group (other than the class XP certificates).

If—

- you calculate the anticipated yield to maturity for the offered certificates (other than the class XP certificates) based on an assumed rate of default and amount of losses on the underlying mortgage loans in the related Loan Group that is lower than the default rate and amount of losses actually experienced, and
- the additional losses result in a reduction of the total distributions on or the total outstanding principal balance of the offered certificates in the related Certificate Group (other than the class XP certificates),

then your actual yield to maturity will be lower than you calculated and could, under some scenarios, be negative.

The timing of any loss on a liquidated mortgage loan that results in a reduction of the total distributions on or the total outstanding principal balance of the classes of offered certificates in the related Certificate Group (other

than the class XP certificates) will also affect your actual yield to maturity, even if the rate of defaults and severity of losses are consistent with your expectations. In general, the earlier your loss occurs, the greater the effect on your yield to maturity.

Even if losses on the underlying mortgage loans in a Loan Group do not result in a reduction of the total distributions on or the total outstanding principal balance of the classes of offered certificates in the related Certificate Group (other than the class XP certificates), the losses may still affect the timing of distributions on, and the weighted average lives and yields to maturity of, the classes of offered certificates in the related Certificate Group (other than the class XP certificates).

In addition, if the master servicer or the trustee is reimbursed for any Nonrecoverable Advance or Workout-Delayed Reimbursement Amount (together with accrued interest on such amounts), such amount will be deemed to be reimbursed first out of payments and other collections of principal on all the underlying mortgage loans in the related Loan Group (thereby reducing the Principal Distribution Amount on the related Loan Group Certificates on the related distribution date), prior to being deemed reimbursed out of payments and other collections of interest on all the underlying mortgage loans in the related Loan Group. Any such reimbursement from collections on the underlying mortgage loans in a Loan Group will reduce the Principal Distribution Amount for the related Certificate Group. See “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” and “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—Servicing Advances” in this information circular.

Relevant Factors. The following factors, among others, will affect the rate and timing of principal payments and defaults and the severity of losses on or with respect to the underlying mortgage loans:

- prevailing interest rates and, with respect to the Floating Loan Group, prevailing margins over LIBOR for floating rate loans based on LIBOR;
- the terms of the underlying mortgage loans, including—
 1. any provisions that impose prepayment lockout periods or require Yield Maintenance Charges or Static Prepayment Premiums (and whether the payment of Static Prepayment Premiums or Yield Maintenance Charge is waived by holders of a majority interest in the class XP or X certificates);
 2. amortization terms that require balloon payments;
 3. due-on-sale/encumbrance provisions; and
 4. any provisions requiring draws on letters of credit or escrowed funds to be applied to principal;
- the size of the Senior Loans(s) and, if applicable, any Junior Loan(s) relative to the value of the related mortgaged real property;
- the demographics and relative economic vitality of the areas in which the mortgaged real properties are located;
- the general supply and demand for multifamily rental space of the type available at the mortgaged real properties in the areas in which those properties are located;
- the quality of management of the mortgaged real properties;
- the servicing of the underlying mortgage loans;
- changes in tax laws; and
- other opportunities for investment.

In addition, the rate and timing of principal prepayments on the underlying mortgage loans in the related Loan Group will be affected by holders of a majority interest in the class XP or X certificates electing to waive payments of Static Prepayment Premiums or Yield Maintenance Charges in respect of the underlying mortgage loans in the related Loan Group. See “Risk Factors—Risks Related to the Underlying Mortgage Loans,” “—Risks Related to the Offered Certificates—The Underlying Mortgage Loans in the Related Loan Group May Experience a Higher Than Expected Rate of Prepayment Due to the Right of a Majority of Holders of Class XP and X Certificates to

Cause the Waiver of Static Prepayment Premiums or Yield Maintenance Charges and Due to Limited Prepayment Protection in the Related Loan Group” “Description of the Underlying Mortgage Loans” and “The Pooling and Servicing Agreement” in this information circular.

The rate of prepayments on the underlying mortgage loans is likely to be affected by prevailing market interest rates or margins over LIBOR for mortgage loans of a comparable type, term and risk level. When the prevailing market interest rate or margin over LIBOR is below the annual rate or margin over LIBOR at which an underlying mortgage loan accrues interest, the related borrower may have an increased incentive to refinance that underlying mortgage loan. Conversely, to the extent prevailing market interest rates or margins over LIBOR exceed the annual rate or margin over LIBOR at which an underlying mortgage loan accrues interest, the borrower may be less likely to voluntarily prepay that underlying mortgage loan.

Depending on prevailing market interest rates or, in the case of the Floating Loan Group, margin over LIBOR, the outlook for market interest rates or, in the case of the Floating Loan Group, margin over LIBOR, and economic conditions generally, some borrowers may sell their mortgaged real properties in order to realize their equity in those mortgaged real properties, to meet cash flow needs or to make other investments. In addition, some borrowers may be motivated by U.S. federal and state tax laws, which are subject to change, to sell their mortgaged real properties.

In addition, certain of the underlying mortgage loans may have performance escrows or letters of credit pursuant to which the funds held in escrow or the proceeds of such letters of credit may be applied to reduce the outstanding principal balance of such underlying mortgage loans if certain performance triggers are not satisfied. This circumstance would have the same effect on the offered certificate as a partial prepayment on such underlying mortgage loans without payment of a Static Prepayment Premium or a Yield Maintenance Charge. For more information regarding these escrows and letters of credit, see the footnotes to Exhibit A-1.

We make no representation or warranty regarding:

- the particular factors that will affect the rate and timing of prepayments and defaults on the underlying mortgage loans;
- the relative importance of those factors;
- the percentage of the total principal balance of the underlying mortgage loans that will be prepaid or as to which a default will have occurred as of any particular date;
- whether the underlying mortgage loans that are in a prepayment lockout period, including any part of that period when prepayment with a Yield Maintenance Charge or Static Prepayment Premium is allowed, will be prepaid as a result of involuntary liquidations upon default or otherwise during that period; or
- the overall rate of prepayments or defaults on the underlying mortgage loans.

All of the underlying mortgage loans in the Floating Loan Group are LIBOR-based floating rate commercial mortgage loans. We are not aware of any publicly available relevant and authoritative statistics that set forth principal prepayment experience or prepayment forecasts of commercial mortgage loans over an extended period of time. Floating rate commercial mortgage loans may be subject to a greater rate of principal prepayments in a declining interest rate environment. We cannot assure you as to the rate of prepayments on the underlying mortgage loans in stable or changing interest rate environments.

Additional Interest Accrual Amounts (Floating Loan Group Certificates). To the extent there are Floating Loan Group Additional Interest Accrual Amounts on the class B-FL certificates, such Floating Loan Group Additional Interest Accrual Amounts will be paid from amounts that would otherwise be distributable to the class XI certificates on any distribution date. The class XI certificates will not be entitled to reimbursement of such amounts. Therefore, the yield on the class XI certificates will be sensitive to any event that causes Floating Loan Group Additional Interest Accrual Amounts to be distributed on the class B-FL certificates, such as the prepayment of underlying mortgage loans in the Floating Loan Group with higher interest rate margins over LIBOR, or the extension of underlying mortgage loans in the Floating Loan Group with lower interest rate margins over LIBOR.

The pass-through rates of the Floating Loan Group Principal Balance Certificates will be capped by (i) with respect to the class A-FL certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group minus the applicable Guarantee Fee Rate (*provided* that in no event will the class A-FL pass-through rate be less than zero) and (ii) with respect to the class B-FL certificates, the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group of the underlying mortgage loans in the Floating Loan Group (*provided* that in no event will the class B-FL pass-through rate pass-through rate be less than zero), as described in this information circular. To the extent the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group remains constant or declines, which may be due to the prepayment of underlying mortgage loans in the Floating Loan Group with higher interest rate margins over LIBOR or the extension of the maturity dates of the underlying mortgage loans in the Floating Loan Group with lower interest rate margins over LIBOR, the pass-through rate of these classes of certificates may be capped. While, in such circumstances, the class B-FL certificates will be entitled to Floating Loan Group Additional Interest Accrual Amounts as described in this information circular, any Floating Loan Group Additional Interest Distribution Amounts are limited, in the aggregate, to amounts that would otherwise be distributable to the class XI certificates on any distribution date. To the extent that funds are not available to pay any Floating Loan Group Additional Interest Distribution Amount on any distribution date on the class B-FL certificates, such Floating Loan Group Additional Interest Distribution Amount will be distributable on future distribution dates as a Floating Loan Group Additional Interest Shortfall Amount.

Additional Interest Accrual Amounts (Fixed Loan Group Certificates). To the extent there are Fixed Loan Group Additional Interest Accrual Amounts on the class B-FX certificates, such Fixed Loan Group Additional Interest Accrual Amounts will be paid from amounts that would otherwise be distributable to the class X certificates on any distribution date. The class X certificates will not be entitled to reimbursement of such amounts. Therefore, the yield on the class X certificates will be sensitive to any event that causes Fixed Loan Group Additional Interest Accrual Amounts to be distributed on such class B-FX Certificates.

The pass-through rate of the class B-FX certificates will be capped by the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group of the underlying mortgage loans (*provided, that* in no event will the class B-FX pass-through rate be less than zero, and provided further, that holders of the B-FX certificates will be entitled to Fixed Loan Group Additional Interest Distribution Amounts equal to the difference between (i) 8.00000% *per annum* and (ii) the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group of the underlying mortgage loans), as described in this information circular. To the extent the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group remains constant or declines, which may be due to the prepayment of underlying mortgage loans with higher interest rates or the extension of the maturity dates of the underlying mortgage loans with lower interest rates, the pass-through rate of that class of certificates may be capped. While, in such circumstances, the class B-FX certificates will be entitled to Fixed Loan Group Additional Interest Accrual Amounts as described under “Description of the Certificates—Distributions—Interest Distributions (Fixed Loan Group Certificates)” in this information circular, such Fixed Loan Group Additional Interest Accrual Amounts are limited, in the aggregate, to amounts that would otherwise be distributable to the class X certificates on any distribution date. To the extent that funds are not available to pay any Fixed Loan Group Additional Interest Distribution Amounts on any distribution date on the class B-FX certificates, such Fixed Loan Group Additional Interest Distribution Amounts will be distributable on future distribution dates as a Fixed Loan Group Additional Interest Shortfall Amount.

Delay in Distributions. Because monthly distributions will not be made on the offered certificates until the distribution date following the due dates for the underlying mortgage loans during the related Collection Period, your effective yield on the Offered Fixed Loan Group Certificates will be lower than the yield that would otherwise be produced by your pass-through rate and purchase price, assuming that your purchase price did not account for a delay.

Weighted Average Lives of the Offered Principal Balance Certificates

For purposes of this information circular, the weighted average life of any Principal Balance Certificate refers to the average amount of time (in years) that will elapse from the assumed settlement date of November 19, 2018 until each dollar to be applied in reduction of the total outstanding principal balance of those certificates is paid to the investor. For purposes of this “Yield and Maturity Considerations” section, the weighted average life of such class of Principal Balance Certificates is determined by:

- multiplying the amount of each principal distribution on such class of Principal Balance Certificates by the number of years from the assumed settlement date to the related distribution date;
- summing the results; and
- dividing the sum by the total amount of the reductions in the outstanding principal balance of such class of Principal Balance Certificates.

Accordingly, the weighted average life of any class of the Offered Principal Balance Certificates will be influenced by, among other things, the rate at which principal of the underlying mortgage loans in the related Loan Group is paid or otherwise collected or advanced and the extent to which those payments, collections and/or advances of principal are in turn applied in reduction of the outstanding principal balance of that certificate (including any reductions in outstanding principal balance as a result of Balloon Guarantor Payments).

As described in this information circular, the Principal Distribution Amount for the Floating Loan Group Certificates for each distribution date will be payable, subject to the Available Distribution Amount for the Floating Loan Group Certificates and the distribution priorities described under “Description of the Certificates—Distributions—Priority of Distributions (Floating Loan Group Certificates)” in this information circular, initially to make distributions of applicable Performing Loan Principal Distribution Amounts to the holders of the class A-FL certificates, and so long as no Floating Loan Group Waterfall Trigger Event has occurred and is continuing, the class B-FL certificates, *pro rata*, based on their respective outstanding principal balances relative to the total outstanding principal balance of all of the Floating Loan Group Principal Balance Certificates until the principal balance of such class or classes has been reduced to zero, *provided* that distributions to the class B-FL certificates will follow reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-FL and XI certificates. However, if a Floating Loan Group Waterfall Trigger Event has occurred and is continuing, the holders of the class A-FL certificates will be entitled to distributions of principal from the applicable Performing Loan Principal Distribution Amount, until the outstanding principal balance of the class A-FL certificates has been reduced to zero, before distribution of principal will be made on the class B-FL certificates. Thereafter, any remaining portion of the applicable Performing Loan Principal Distribution Amount will be allocated to holders of the class B-FL certificates until the outstanding principal balance of such class is reduced to zero, *provided* that distributions to the class B-FL certificates will follow reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-FL and XI certificates. Further, the class A-FL certificates will always be entitled to the applicable Specially Serviced Loan Principal Distribution Amount for each distribution date until the outstanding principal balance of the class A-FL certificates has been reduced to zero. Thereafter, the applicable Specially Serviced Loan Principal Distribution Amount, or the remaining portion of it on the applicable distribution date will be allocated to holders of the class B-FL certificates until the principal balance of such class is reduced to zero, *provided* that distributions to the class B-FL certificates will follow reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-FL and XI certificates. Consequently, if a Floating Loan Group Waterfall Trigger Event occurs or if applicable Specially Serviced Loan Principal Distribution Amounts are received or advanced, the weighted average life of the Floating Loan Group Offered Principal Balance Certificates will be shorter, and the weighted average life of the class B-FL certificates will be longer, than would otherwise be the case if no Floating Loan Group Waterfall Trigger Event occurs or no applicable Specially Serviced Loan Principal Distribution Amounts are received.

As described in this information circular, the Principal Distribution Amount for the Fixed Loan Group Certificates for each distribution date will be payable, subject to the Available Distribution Amount and the distribution priorities described under “Description of the Certificates—Distributions—Priority of Distributions (Fixed Loan Group Certificates)” in this information circular, initially to make distributions of applicable Performing Loan Principal Distribution Amounts to the holders of the class A-1 and A-2 certificates, and so long as no Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, the class B-FX certificates, *pro rata*,

until the outstanding principal balance of such class or classes has been reduced to zero, *provided* that such distributions to the class A-1 and A-2 certificates will be made in that order and *provided, further*, that such distributions to the class B-FX certificates will follow reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-1, A-2 and X certificates. However, if a Fixed Loan Group Waterfall Trigger Event has occurred and is continuing, the holders of the class A-1 and A-2 certificates will be entitled, in that order, to distributions of principal from the applicable Performing Loan Principal Distribution Amount, until the respective outstanding principal balances of the class A-1 and A-2 certificates have been reduced to zero, before distribution of principal will be made on the class B-FX certificates. Thereafter, any remaining portion of the applicable Performing Loan Principal Distribution Amount, will be allocated to holders of the class B-FX certificates on the applicable distribution date until the outstanding principal balance of such class is reduced to zero, *provided* that such distributions to the class B-FX certificates will follow reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-1, A-2 and X certificates. Further, the class A-1 and A-2 certificates will always be entitled, in that order, to the applicable Specially Serviced Loan Principal Distribution Amount for each distribution date until the respective outstanding principal balances of the class A-1 and A-2 certificates have been reduced to zero. Thereafter, the applicable Specially Serviced Loan Principal Distribution Amount, or the remaining portion of it on the applicable distribution date will be allocated to holders of the class B-FX certificates until the principal balance of such class is reduced to zero, *provided* that such distributions to the class B-FX certificates will follow reimbursement to Freddie Mac of certain guarantee payments with respect to the class A-1, A-2 and X certificates. Consequently, if a Fixed Loan Group Waterfall Trigger Event occurs or if applicable Specially Serviced Loan Principal Distribution Amounts are received or advanced, the weighted average lives of the class A-1 and A-2 certificates will be shorter and the weighted average lives of the class B-FX certificates will be longer, than would otherwise be the case if no Fixed Loan Group Waterfall Trigger Event occurs or no applicable Specially Serviced Loan Principal Distribution Amounts are received.

The tables set forth on Exhibit D show with respect to each class of Offered Principal Balance Certificates—

- the weighted average life of that class, and
- the percentage of the initial principal balance of that class that would be outstanding after each of the specified dates,

based on each of the indicated levels of CPR and the applicable Modeling Assumptions.

The actual characteristics and performance of the underlying mortgage loans will differ from the applicable Modeling Assumptions used in calculating the tables on Exhibit D. Those tables are hypothetical in nature and are provided only to give a general sense of how the principal cash flows might behave under the assumed prepayment scenarios. Any difference between the applicable Modeling Assumptions used in calculating the tables on Exhibit D and the actual characteristics and performance of the underlying mortgage loans, or their actual prepayment or loss experience, will affect the percentages of initial principal balances outstanding over time and the weighted average lives of the respective classes of Offered Principal Balance Certificates.

We cannot assure you that—

- the underlying mortgage loans will prepay in accordance with the applicable Modeling Assumptions or any other assumptions set forth in this information circular;
- the underlying mortgage loans will prepay at any of the indicated levels of CPR or at any other particular prepayment rate;
- the underlying mortgage loans will not experience losses;
- whether or not a Floating Loan Group Waterfall Trigger Event or a Fixed Loan Group Waterfall Trigger Event (as applicable) will occur or amounts distributable as Specially Serviced Loan Principal Distribution Amounts will be received in the related Loan Group; or
- the underlying mortgage loans that are in a prepayment lockout period or prepayable during any period with a Yield Maintenance Charge or a Static Prepayment Premium will not prepay, whether voluntarily or involuntarily, during any such period.

You must make your own decisions as to the appropriate loss, prepayment and liquidation assumptions to be used in deciding to purchase any offered certificates.

Yield Sensitivity of the Class XI and Class X Certificates

The yields to investors on the class XI and X certificates will be highly sensitive to the rate and timing of principal payments, including prepayments (in the ordinary course or in connection with holders of a majority interest in the class XP and X certificates electing to waive payments of Static Prepayment Premiums or Yield Maintenance Charges in respect of the underlying mortgage loans in the related Loan Group), on the underlying mortgage loans in the related Loan Group. If you are contemplating an investment in the certificates, you should fully consider the associated risks, including the risk that an extremely rapid rate of amortization, prepayments and/or liquidations on or the underlying mortgage loans in the related Loan Group could result in your failure to recoup fully your initial investment.

The pass-through rate for the class XI certificates is calculated based on the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group. As a result, the pass-through rate (and, accordingly, the yield to maturity) on the class XI certificates could be adversely affected if underlying mortgage loans in the Floating Loan Group with relatively high interest rate margins over LIBOR experience a faster rate of principal payment than underlying mortgage loans in the Floating Loan Group with relatively low interest rate margins over LIBOR. This means that the yield to maturity on the class XI certificates will be sensitive to changes in the relative composition of the Floating Loan Group as a result of scheduled amortization, voluntary and involuntary prepayments and liquidations of the underlying mortgage loans in the Floating Loan Group following default. The Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group will not be affected by modifications, waivers or amendments with respect to the underlying mortgage loans in the Floating Loan Group, except for any modifications, waivers or amendments that increase the mortgage interest rate margin. The yield to maturity on the class XI certificates will be adversely affected to the extent distributions of interest otherwise payable to the class XI certificates are required to be distributed on the class B-FL certificates as Floating Loan Group Additional Interest Distribution Amounts, as described under “Description of the Certificates—Distributions—Interest Distributions (Floating Loan Group Certificates)” in this information circular.

The pass-through rates on the class X certificates will be variable and will be calculated based on the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group. The Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group would decline if the rate of principal payments on the underlying mortgage loans in the Fixed Loan Group with higher Net Mortgage Pass-Through Rates was faster than the rate of principal payments on the underlying mortgage loans in the Fixed Loan Group with lower Net Mortgage Pass-Through Rates. Accordingly, the yield on the class X certificates will be sensitive to changes in the relative composition of the Fixed Loan Group as a result of scheduled amortization, voluntary and involuntary prepayments and liquidations of underlying mortgage loans in the Fixed Loan Group following default. The Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group will not be affected by modifications, waivers or amendments with respect to the underlying mortgage loans in the Fixed Loan Group except for any modifications, waivers or amendments that increase the mortgage interest rate. The yield to maturity on the class X certificates will be adversely affected to the extent distributions of interest otherwise payable to the class X certificates are required to be distributed on the class B-FX certificates as Fixed Loan Group Additional Interest Distribution Amounts, as described under “Description of the Certificates—Distributions—Interest Distributions (Fixed Loan Group Certificates)” in this information circular.

The tables set forth on Exhibit E show pre-tax corporate bond equivalent yields for the class XI and X certificates based on the applicable Modeling Assumptions, except that the optional retirement is exercised, and further assuming the specified purchase prices and the indicated levels of CPR. Those assumed purchase prices are exclusive of accrued interest.

The yields set forth in the tables on Exhibit E were calculated by:

- determining the monthly discount rate that, when applied to the assumed stream of cash flows to be paid on the class X or XI certificates, as applicable, would cause the discounted present value of that assumed stream of cash flows to equal—

1. with respect to the class X certificates, the sum of (i) the assumed purchase price for the class X certificates plus (ii) accrued interest at the initial pass-through rate for the class X certificates from and including November 1, 2018 to but excluding the assumed settlement date of November 19, 2018 which is a part of the related Modeling Assumptions; or
 2. with respect to the class XI certificates, the assumed purchase price for the class XI certificates; and
- converting those monthly discount rates to corporate bond equivalent rates.

Those calculations do not take into account variations that may occur in the interest rates at which investors in the class X or XI certificates may be able to reinvest funds received by them as payments on those certificates. Consequently, they do not purport to reflect the return on any investment on the class X or XI certificates when reinvestment rates are considered.

In addition, the actual characteristics and performance of the underlying mortgage loans will differ from the applicable Modeling Assumptions used in calculating the tables on Exhibit E. Those tables are hypothetical in nature and are provided only to give a general sense of how the cash flows might behave under the assumed prepayment scenarios. Any difference between the Modeling Assumptions used in calculating the tables on Exhibit E and the actual characteristics and performance of the underlying mortgage loans in the related Loan Group, or their actual prepayment or loss experience, will affect the yield on the class X or XI certificates.

We cannot assure you that—

- the underlying mortgage loans will prepay in accordance with the applicable Modeling Assumptions or any other assumptions set forth in this information circular;
- the underlying mortgage loans will prepay at any of the indicated levels of CPR or at any other particular prepayment rate;
- the underlying mortgage loans will not experience losses;
- the underlying mortgage loans that are in a prepayment lockout period or that are prepayable during any period with a Yield Maintenance Charge or a Static Prepayment Premium, will not prepay, whether voluntarily or involuntarily, during any such period;
- the purchase prices of the class XI and X certificates will be as assumed; or
- holders of a majority interest in the class XP and X certificates would not elect to waive payments of Static Prepayment Premiums or Yield Maintenance Charges in respect of the underlying mortgage loans in the related Loan Group.

It is unlikely that the underlying mortgage loans in the related Loan Group will prepay as assumed at any of the specified CPR levels until maturity or that all of the underlying mortgage loans will so prepay at the same rate. Actual yields to maturity for investors in the class XI and X certificates may be materially different than those indicated in the tables on Exhibit E. Timing of changes in rate of prepayment and other liquidations may significantly affect the actual yield to maturity to investors, even if the average rate of principal prepayments and other liquidations is consistent with the expectations of investors. You must make your own decisions as to the appropriate prepayment, liquidation and loss assumptions to be used in deciding whether to purchase the class X or XI certificates.

THE POOLING AND SERVICING AGREEMENT

General

The certificates will be issued, the issuing entity will be created and the underlying mortgage loans will be serviced and administered under the Pooling and Servicing Agreement, by and among the depositor, the Primary Special Servicer, the Backup Special Servicer, the trustee, the certificate administrator, the custodian and Freddie Mac. Subject to meeting certain requirements, each Originator has the right and is expected to appoint itself or its affiliate as the sub-servicer of the underlying mortgage loans it originated.

The certificate administrator will provide a copy of the Pooling and Servicing Agreement to a prospective or actual holder or beneficial owner of an offered certificate, upon written request from such party or a placement agent and the completion of an appropriate confidentiality agreement in the form attached to the Pooling and Servicing Agreement and, at the certificate administrator's discretion, payment of a reasonable fee for any expenses. The Pooling and Servicing Agreement will also be made available by the certificate administrator on its website, at the address set forth under "Description of the Certificates—Reports to Certificateholders and Freddie Mac; Available Information" in this information circular.

The Master Servicer

Freddie Mac, a corporate instrumentality of the United States created and existing under the Freddie Mac Act, will be appointed as the master servicer with respect to the underlying mortgage loans. Freddie Mac is also the mortgage loan seller, the servicing consultant and the Guarantor of the offered certificates. Freddie Mac's principal servicing office is located at 8100 Jones Branch Drive, McLean, Virginia 22102. Freddie Mac's Multifamily Division currently has approximately 850 employees in the McLean, Virginia headquarters and in four regional offices and eight field offices.

Freddie Mac conducts business in the U.S. secondary mortgage market by working with a national network of experienced multifamily seller/servicers to finance apartment buildings and other multifamily dwellings around the country. Freddie Mac performs in-house underwriting and credit reviews of multifamily loans but does not directly originate loans or service non-securitized loans for third-party investors.

Freddie Mac's multifamily mortgage origination and servicing platform has been active for at least 20 years and has experienced significant growth since 1993. Freddie Mac's master servicing operations consist of four separate teams that handle surveillance activities, borrower transactions, asset resolution and REO Properties. As part of its surveillance activities, Freddie Mac risk rates loans in its portfolio, performs comprehensive reviews of higher-risk loans (including review of quarterly financial statements, annual business plans and property inspections) and monitors loan performance on Freddie Mac multifamily securitizations. Freddie Mac has extensive experience with borrower transactions, including transfers of ownership, repair escrow extensions, property management changes, releases of collateral and rental achievement releases and modifications. Freddie Mac also has extensive experience processing distressed loans in asset resolution through extensions, forbearance, sale, modification, foreclosure and other loss mitigation activities.

Freddie Mac's senior long-term debt ratings are "AA+" by S&P, "Aaa" by Moody's, and "AAA" by Fitch. Its short-term debt ratings are "A-1+" by S&P, "P-1" by Moody's and "F1+" by Fitch. Freddie Mac is currently rated as a master servicer by S&P (Above Average) and by Fitch (CMS2+).

Freddie Mac has developed detailed operating policies, procedures and controls across the various servicing functions to maintain compliance with the Guide, and to manage delinquent and specially-serviced loans. Freddie Mac may out-source various functions to third-party vendors such as performing site inspections and appraisals. Freddie Mac monitors its third-party vendors in accordance with Freddie Mac's internal policies and procedures, the Guide and applicable laws. Freddie Mac's servicing policies and procedures, as reflected in the Guide, are updated periodically to keep pace with changes in Freddie Mac's underwriting and servicing parameters and with developments in the multifamily mortgage-backed securities industry. Such policies and procedures have been generally consistent for the last three years in all material respects, except that in 2012, Freddie Mac's policies and procedures were updated to reflect (1) modifications to Freddie Mac's insurance requirements to reduce Freddie Mac's exposure to risk, adjust to changes in the insurance market and respond to customer needs and (2) an addition to Freddie Mac's asset resolution policies regarding the timing for obtaining new appraisals in connection with various asset resolution events.

Freddie Mac, as the master servicer, will be generally responsible for the master servicing and primary servicing functions with respect to the underlying mortgage loans and, if applicable, REO Properties. Freddie Mac, as the master servicer, will be permitted to appoint one or more sub-servicers to perform all or any portion of its primary servicing functions under the Pooling and Servicing Agreement pursuant to one or more Sub-Servicing Agreements. Additionally, Freddie Mac may from time to time perform some of its servicing obligations under the Pooling and Servicing Agreement through one or more third-party vendors that provide servicing functions such as appraisals, environmental assessments, property condition assessments, property management, real estate brokerage services

and other services necessary in the routine course of acquiring, managing and disposing of REO Property. Freddie Mac will, in accordance with its internal procedures and applicable law, monitor and review the performance of any third-party vendors retained by it to perform servicing functions, and Freddie Mac will remain liable for its servicing obligations under the Pooling and Servicing Agreement as if Freddie Mac had not retained any such vendors.

The manner in which collections on the underlying mortgage loans are to be maintained is described in this information circular under “The Pooling and Servicing Agreement—Collection Account.” All amounts received by Freddie Mac on the underlying mortgage loans will be deposited into a segregated collection account. Similarly, Freddie Mac will transfer any amount that is to be disbursed to a disbursement account on the day of the disbursement. Any collections received by Freddie Mac with respect to the underlying mortgage loans will not be co-mingled with collections from other commercial mortgage loans.

Freddie Mac will not have primary responsibility for custody services of original documents evidencing the underlying mortgage loans. Freddie Mac may from time to time have custody of certain of such documents as necessary for enforcement actions involving the underlying mortgage loans or otherwise. To the extent that Freddie Mac has custody of any such documents for any such servicing purposes, such documents will be maintained in a manner consistent with the Servicing Standard. No securitization transaction involving multifamily mortgage loans in which Freddie Mac was acting as master servicer, primary servicer or special servicer has experienced a servicer event of default as a result of any action or inaction of Freddie Mac as master servicer, primary servicer or special servicer, including as a result of Freddie Mac’s failure to comply with the applicable servicing criteria in connection with any securitization transaction. Freddie Mac has made all advances required to be made by it under its servicing agreements for multifamily mortgage loans.

Freddie Mac continues to operate under the conservatorship of the FHFA that commenced on September 6, 2008. From time to time Freddie Mac is a party to various lawsuits and other legal proceedings arising in the ordinary course of business and is subject to regulatory actions that could materially adversely affect its operations and its ability to service loans pursuant to the Pooling and Servicing Agreement. See “Description of the Mortgage Loan Seller and Guarantor—Freddie Mac Conservatorship” and “—Litigation Involving the Mortgage Loan Seller and Guarantor.”

The information set forth above in this section “—The Master Servicer” has been provided by Freddie Mac. Neither the depositor nor any other person other than Freddie Mac makes any representation or warranty as to the accuracy or completeness of such information.

Certain duties and obligations of the master servicer and certain related provisions of the Pooling and Servicing Agreement are described under “—Servicing Under the Pooling and Servicing Agreement,” “—Enforcement of “Due-on-Sale” and “Due-on-Encumbrance” Clauses,” “—Required Appraisals,” and “—Inspections; Collection of Operating Information” below. The master servicer’s ability to waive or modify any terms, fees, penalties or payments on the underlying mortgage loans and the effect of that ability on the potential cash flows from the underlying mortgage loans are described under “—Modifications, Waivers, Amendments and Consents” below.

Freddie Mac’s obligations as the master servicer to make advances, and the interest or other fees charged for those advances and the terms of Freddie Mac’s recovery of those advances, are described under “—Required Appraisals” and “—Servicing and Other Compensation and Payment of Expenses—Servicing Advances” below and “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this information circular.

The Role of the Special Servicer

The underlying mortgage loans will be specially-serviced by the special servicer. In general, the special servicer role will be performed by the Primary Special Servicer. However, if the Primary Special Servicer is also acting as the Senior Loan Special Servicer for any related Senior Loan, the Primary Special Servicer may (or if so directed by the applicable Approved Directing Certificateholder, will be required to) notify in writing the Backup Special Servicer that the Backup Special Servicer is to serve as the special servicer with respect to the underlying mortgage loan. If such notice to the Backup Special Servicer is delivered, the Backup Special Servicer will be deemed to be the special servicer with respect to such underlying mortgage loan and will be the “special servicer” for such underlying mortgage loan for all purposes under the Pooling and Servicing Agreement and the Primary Special

Servicer will no longer be considered the special servicer of such underlying mortgage loan or have any rights (other than to any accrued and unpaid compensation and any applicable indemnification rights), obligations or liabilities with respect to such underlying mortgage loan. The Primary Special Servicer will be required to notify the applicable directing certificateholder if the Primary Special Servicer is acting as the Senior Loan Special Servicer with respect to any Senior Loan, other than any Senior Loan for which the Primary Special Servicer is acting in such capacity on the Closing Date. The Primary Special Servicer will not have any liability for the actions or performance of the Backup Special Servicer. See “—The Primary Special Servicer” and “—The Backup Special Servicer” below. In general, references throughout this information circular to “special servicer” refer to the Primary Special Servicer or the Backup Special Servicer, as applicable, with respect to any underlying mortgage loan or REO Property.

Certain duties and obligations of the special servicer, and certain related provisions of the Pooling and Servicing Agreement, are described under “—Servicing Under the Pooling and Servicing Agreement,” “—Enforcement of “Due-on-Sale” and “Due-on-Encumbrance” Clauses,” “—Required Appraisals,” and “—Inspections; Collection of Operating Information” below. The special servicer’s ability to waive or modify any terms, fees, penalties or payments on the underlying mortgage loans and the effect of that ability on the potential cash flows from the underlying mortgage loans are described under “—Modifications, Waivers, Amendments and Consents” below. The special servicer will, among other things, oversee the resolution of an underlying mortgage loan during a special servicing period and the disposition of REO Properties. Certain of the special servicer’s duties as the special servicer under the Pooling and Servicing Agreement, including information regarding the processes for handling delinquencies, losses, bankruptcies and recoveries (such as through a liquidation or sale of an underlying mortgage loan or negotiations or workouts with the borrower under an underlying mortgage loan) are set forth under “—Realization Upon Mortgage Loans” below.

Certain terms of the Pooling and Servicing Agreement regarding the special servicer’s removal, replacement, resignation or transfer as special servicer are described under “—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties” and “—Rights Upon Event of Default” below. The special servicer’s rights and obligations as special servicer with respect to indemnification, and certain limitations on the special servicer’s liability as special servicer under the Pooling and Servicing Agreement, are described under “—Liability of the Servicers” and “—Certain Indemnities” below.

The Primary Special Servicer

CWC Capital Asset Management LLC, a Delaware limited liability company (“CWCAM”), will act as the Primary Special Servicer with respect to the underlying mortgage loans. CWCAM also may, in certain circumstances, act as the Affiliated Borrower Loan Directing Certificateholder with respect to Affiliated Borrower Loans that are not Affiliated Borrower Special Servicer Loans as to the Primary Special Servicer and may, if requested, act as the Directing Certificateholder Servicing Consultant. As of the Cut-off Date, CWCAM is also the Senior Loan Special Servicer with respect to certain Senior Loans related to underlying mortgage loans in the Fixed Loan Group and with respect to certain Senior Loans related to underlying mortgage loans in the Floating Loan Group. CWCAM is owned by an affiliate of Fortress Investment Group LLC (“Fortress”). Until the third week of January 2016, Fortress, directly or through an affiliate, was a participant in a joint venture with an affiliate of Walker & Dunlop, LLC, which is an Originator and sub-servicer of certain underlying mortgage loans. Neither CWCAM nor the joint venture has been involved in or otherwise controlled the business of the other in any material respect. CWCAM maintains a servicing office at 7501 Wisconsin Avenue, Suite 500 West, Bethesda, Maryland 20814.

CWCAM and its affiliates are involved in the management, investment management and disposition of commercial real estate assets, which may include:

- special servicing of commercial and multifamily real estate loans;
- commercial real estate property management and risk management and insurance services;
- commercial mortgage and commercial real estate brokerage services;
- commercial mortgage note and commercial real estate sale and disposition services; and

- investing in, managing, surveilling and acting as special servicer for commercial real estate assets including investment grade, non-investment grade and unrated securities issued pursuant to CRE, CMBS and CDO transactions.

CWCAM was organized in June 2005. CWCAM is a wholly-owned subsidiary of CW Financial Services LLC. CWCAM and its affiliates own, manage and sell assets similar in type to the assets of the issuing entity. Accordingly, the assets of CWCAM and its affiliates may, depending on the particular circumstances including the nature and location of such assets, compete with the mortgaged real properties for tenants, purchasers, financing and so forth. On September 1, 2010, affiliates of certain Fortress Investment Group LLC managed funds purchased all of the membership interest of CW Financial Services LLC, the sole member of CWCAM.

On February 14, 2017, Fortress and SoftBank Group Corp., a corporation organized under the laws of Japan (“SoftBank”), issued a joint press release announcing that they had entered into definitive agreements pursuant to which SoftBank agreed to acquire Fortress. On December 27, 2017, SoftBank completed its acquisition of Fortress and announced that Fortress will operate within SoftBank as an independent business headquartered in New York.

As of December 31, 2015, CWCAM acted as special servicer with respect to 134 domestic CMBS pools containing approximately 7,000 loans secured by properties throughout the United States with a then-current unpaid principal balance in excess of \$99 billion. As of December 31, 2016, CWCAM acted as special servicer with respect to 137 domestic CMBS pools containing approximately 5,700 loans secured by properties throughout the United States with a then current unpaid principal balance in excess of \$79 billion. As of December 31, 2017, CWCAM acted as special servicer with respect to 133 domestic CMBS pools containing approximately 4,900 loans secured by properties throughout the United States with a then current unpaid principal balance in excess of \$74 billion. As of June 30, 2018, CWCAM acted as special servicer with respect to 137 domestic CMBS pools containing approximately 5,100 loans secured by properties throughout the United States with a then current unpaid principal balance in excess of \$84 billion. Those loans include commercial mortgage loans secured by the same types of income producing properties as those securing the underlying mortgage loans.

CWCAM has one primary office (Bethesda, Maryland) and provides special servicing activities for investments in various markets throughout the United States. As of June 30, 2018, CWCAM had 57 employees responsible for the special servicing of commercial real estate assets. As of June 30, 2018, within the CMBS pools described in the preceding paragraph, 171 assets were actually in special servicing. The assets owned, serviced or managed by CWCAM and its affiliates may, depending on the particular circumstances, including the nature and location of such assets, compete with the mortgaged real properties securing the underlying mortgage loans for tenants, purchasers, financing and so forth. CWCAM does not service or manage any assets other than commercial and multifamily real estate assets.

CWCAM has policies and procedures in place that govern its special servicing activities. These policies and procedures for the performance of its special servicing obligations are, among other things, in compliance with applicable servicing criteria set forth in Item 1122 of Regulation AB under the Securities Act, including managing delinquent loans and loans subject to the bankruptcy of the borrower. Standardization and automation have been pursued, and continue to be pursued, wherever possible so as to provide for continued accuracy, efficiency, transparency, monitoring and controls. CWCAM reviews, updates and/or creates its policies and procedures throughout the year as needed to reflect any changing business practices, regulatory demands or general business practice refinements and incorporates such changes into its manual. Refinements within the prior three years include but are not limited to the improvement of controls and procedures implemented for property cash flow, wiring instructions and the expansion of unannounced property and employee audits.

CWCAM occasionally engages consultants to perform property inspections and to provide close surveillance on a property and its local market; it currently does not have any plans to engage sub-servicers to perform on its behalf any of its duties with respect to this transaction. CWCAM has made all advances required to be made by it under the servicing agreements on the commercial and multifamily mortgage loans serviced by CWCAM in securitization transactions.

CWCAM will not have primary responsibility for custody services of original documents evidencing the underlying mortgage loans. On occasion, CWCAM may have custody of certain of such documents as necessary for enforcement actions involving particular underlying mortgage loans or otherwise. To the extent that CWCAM has

custody of any such documents, such documents will be maintained in a manner consistent with the Servicing Standard.

From time to time, CWCAM is a party to lawsuits and other legal proceedings as part of its duties as a special servicer (e.g., enforcement of loan obligations) and/or arising in the ordinary course of business. Other than as set forth in the following paragraphs, there are currently no legal proceedings pending, and no legal proceedings known to be contemplated by governmental authorities, against CWCAM or of which any of its property is the subject, that are material to the certificateholders.

On December 17, 2015, U.S. Bank National Association, the trustee under five pooling and servicing agreements for (i) Wachovia Bank Commercial Mortgage Trust 2007-C30, (ii) COBALT CMBS Commercial Trust 2007-C2, (iii) Wachovia Bank Commercial Mortgage Trust 2007-C31, (iv) ML-CFC Commercial Mortgage Trust 2007-5 and (v) ML-CFC Commercial Mortgage Trust 2007-6 commenced a proceeding with the Second Judicial District Court of Ramsey County, Minnesota (the “State Court”) for a declaratory judgment as to the proper allocation of certain proceeds in the alleged amount of \$560 million (“Disputed Proceeds”) received by CWCAM in connection with the sale of the Peter Cooper Village and Stuyvesant Town property in New York, New York securing loans held by those trusts. CWCAM was the special servicer of such property. The petition requests the State Court to instruct the trustee, the trust beneficiaries, and any other interested parties as to the amount of the Disputed Proceeds, if any, that constitute penalty interest and/or the amount of the Disputed Proceeds, if any, that constitute gain-on-sale proceeds, with respect to each trust. On February 24, 2016, CWCAM made a limited appearance with the State Court to file a motion to dismiss this proceeding based on lack of jurisdiction, mootness, standing and forum non conveniens. On July 19, 2016, the State Court denied CWCAM’s motion to dismiss. On July 22, 2016, the action was removed to federal court in Minnesota (“Federal Court”). On October 21, 2016, the Federal Court held a hearing on the motion to transfer the action to the United States District Court for the Southern District of New York (“SDNY Court”), a motion to remand to state court and a motion to hear CWCAM’s request for reconsideration of the motion to dismiss. On March 14, 2017, the Federal Court reserved the determination on the motion to hear CWCAM’s request for reconsideration of the motion to dismiss, denied the motion to remand the matter to state court and granted the motion to transfer the proceeding to the SDNY Court. There can be no assurances as to possible impact on CWCAM of these rulings and the transfer to the SDNY Court. Cross motions for judgment on the pleadings were filed but the SDNY Court was unable to decide the case based on the pleadings and the parties are in the midst of discovery. However, CWCAM believes that it has performed its obligations under the related pooling and servicing agreements in good faith, and that the Disputed Proceeds were properly allocated to CWCAM as penalty interest, and it intends to vigorously contest any claim that such Disputed Proceeds were improperly allocated as penalty interest.

On March 31, 2016, RAIT Preferred Funding II LTD. (“RAIT Preferred Funding”) commenced a complaint (“RAIT Complaint”) with the Supreme Court of the State of New York, County of New York (the “RAIT Court”), claiming it owns \$18,500,000 of a mortgage loan secured by the development of the One Congress Street Property in Boston, Massachusetts (the “Loan”) and seeking (a) a declaratory judgment stating that RAIT Preferred Funding is the directing lender under a co-lender agreement dated March 28, 2007 and a pooling and servicing agreement dated March 1, 2007 (collectively, the “Operative Agreements”) and was the directing lender at the time of the improper modification of the Loan, (b) a declaratory judgment stating that RAIT Preferred Funding has the right to terminate the special servicer, (c) monetary damages for the value of the bonds and fees paid to CWCAM as the special servicer of the Loan and (d) other things. On May 17, 2016, CWCAM filed a motion to dismiss the RAIT Complaint (“Motion to Dismiss”) stating that the RAIT Complaint did not state a claim and the essential facts of the RAIT Complaint are negated by affidavits and evidentiary materials submitted with the RAIT Complaint. On June 14, 2016, RAIT Preferred Funding filed a Memorandum of Law in Opposition to the Motion to Dismiss (“Opposition”) stating that the claims in the RAIT Complaint were properly stated. On June 30, 2016, CWCAM filed a reply in support of the Motion to Dismiss and in response to the Opposition, stating that each of CWCAM’s arguments is supported by the express language of the agreements between the parties, the documentary evidence and New York case law. On September 30, 2016, RAIT Preferred Funding and CWCAM entered into a confidential Settlement Agreement (the “2016 Settlement”), which provides for a stay of the RAIT Preferred Funding litigation (the “Litigation Stay”) through August 25, 2017. Pursuant to the terms of the 2016 Settlement, upon satisfaction of a term of the 2016 Settlement by August 25, 2017 (or such later date agreed to by the parties), the RAIT Preferred Funding litigation will be dismissed, with prejudice. On May 19, 2017 the Borrower repaid the Loan in accordance with the terms of the notes and satisfied the condition to dismissal with prejudice. RAIT has refused to dismiss the

case and is claiming that the B Note should be paid in full. CWCAM believes that it has performed its obligations under the Operative Agreements in good faith, and that the action should be dismissed with prejudice. On August 29, 2017, the RAIT Court granted leave to RAIT Preferred Funding to amend its complaint. On September 20, 2017, RAIT Preferred Funding filed an Amended Complaint (the “RAIT Amended Complaint”), which omits its original claims, adds Wells Fargo Bank as a defendant, and seeks (a) specific performance requiring repayment of the \$18,500,000 principal amount of the B Note or, in the alternative, monetary damages, including the \$18,500,000 principal amount of the B Note, in an amount to be determined at trial, (b) monetary damages on any fees paid to CWCAM as special servicer or Wells Fargo Bank as master servicer in connection with the borrower’s repayment of the Loan, (c) a declaratory judgment that RAIT Preferred Funding is entitled to recover the full \$18,500,000 principal amount of the B Note, (d) punitive damages against CWCAM, and (e) other things. On October 11, 2017, CWCAM filed a motion to dismiss the RAIT Amended Complaint (“CWCAM Motion to Dismiss Amended Complaint”) stating that the RAIT Amended Complaint did not state a claim and the essential facts of the RAIT Amended Complaint are negated by the Operative Agreements and other admissible evidentiary materials. On November 13, 2017, Wells Fargo Bank filed a motion to dismiss the RAIT Amended Complaint (the “Wells Fargo Motion to Dismiss Amended Complaint”) and joined the CWCAM Motion to Dismiss Amended Complaint. On January 29, 2018, the court dismissed all claims but for breach of contract and discovery has commenced.

On December 1, 2017, a complaint against CWCAM and others was filed in the United States District Court for the Southern District of New York styled as CWCapital Cobalt Vr Ltd. v. CWCapital Investments LLC, et al., No. 17-cv-9463 (the “Original Complaint”). The gravamen of the Original Complaint alleged breaches of a contract and fiduciary duties by CWCAM’s affiliate, CWCapital Investments LLC in its capacity as collateral manager for the collateralized debt obligation transaction involving CWCapital Cobalt Vr, Ltd. In total, there are 14 counts pled in the Original Complaint. Of those 14, 5 claims were asserted against CWCAM for aiding and abetting breach of fiduciary duty, conversion and unjust enrichment. On May 23, 2018, the Original Complaint was dismissed for lack of subject matter jurisdiction. On June 28, 2018, CWCapital Cobalt Vr Ltd. filed a substantially similar complaint in the Supreme Court of the State of New York, County of New York styled as CWCapital Cobalt Vr Ltd. v. CWCapital Investments LLC, et al., Index No. 653277/2018 (the “New Complaint”). The gravamen of the New Complaint is the same as the previous complaint filed in the United State District Court for the Southern District of New York. In total there are 16 counts pled in the New Complaint. Of those 16 counts, 4 claims were asserted against CWCAM for aiding and abetting breach of fiduciary duty, conversion and unjust enrichment, 1 count seeks a declaratory judgement that the plaintiff has the right to enforce the contracts in question and 1 count seeks an injunction requiring the defendants to recognize the plaintiff as the directing holder for the trusts in question. The New Complaint and related summons was not served on the defendants until July 13, 2018 and July 16, 2018. The plaintiff’s motion for a preliminary injunction was denied by the court on July 31, 2018. On August 3, 2018, the defendants, including CWCAM, filed a motion to dismiss the New Complaint in its entirety. CWCAM believes that it has performed its obligations under the related pooling and servicing agreements in good faith and the allegations in the New Complaint are without merit. CWCAM intends to vigorously contest each of the claims.

CWCAM may enter into one or more arrangements with any directing certificateholder, any Controlling Class certificateholder, any person with the right to appoint or remove and replace CWCAM as the Primary Special Servicer, or any other person (or an affiliate or a third-party representative of one or more of the preceding) to provide for a discount and/or revenue sharing with respect to certain of the special servicer compensation in consideration of, among other things, the appointment (or continuance) of CWCAM as Primary Special Servicer under the Pooling and Servicing Agreement and limitations on the right of such person to replace CWCAM as the special servicer.

No securitization transaction involving commercial or multifamily mortgage loans in which CWCAM was acting as special servicer has experienced an event of default as a result of any action or inaction performed by CWCAM as special servicer.

The information set forth above in this section “—The Primary Special Servicer” has been provided by CWCAM. Neither the depositor nor any other person other than CWCAM makes any representation or warranty as to the accuracy or completeness of such information.

Certain duties and obligations of the Primary Special Servicer, and certain related provisions of the Pooling and Servicing Agreement, are described under “—Servicing Under the Pooling and Servicing Agreement,”

“—Enforcement of “Due-on-Sale” and “Due-on-Encumbrance” Clauses,” “—Required Appraisals,” and “—Inspections; Collection of Operating Information” below.

The Primary Special Servicer’s ability to waive or modify any terms, fees, penalties or payments on the underlying mortgage loans and the effect of that ability on the potential cash flows from the underlying mortgage loans are described under “—Modifications, Waivers, Amendments and Consents” below. The Primary Special Servicer’s option or obligation, as applicable, to notify the Backup Special Servicer that the Backup Special Servicer is to assume the special servicing duties with respect to an underlying mortgage loan is discussed above under “—The Role of the Special Servicer.” The Backup Special Servicer is discussed below under “—The Backup Special Servicer.”

The Backup Special Servicer

KeyBank National Association, a national banking association (“KeyBank”), is expected to act as the Backup Special Servicer with respect to the underlying mortgage loans. KeyBank is a wholly-owned subsidiary of KeyCorp. KeyBank also may, in certain circumstances, act as the Affiliated Borrower Loan Directing Certificateholder with respect to any Affiliated Borrower Loan that is not an Affiliated Borrower Special Servicer Loan with respect to the Backup Special Servicer and with respect to which the Backup Special Servicer has become the special servicer, and may, if requested, act as the Directing Certificateholder Servicing Consultant. KeyBank originated 3 underlying mortgage loans in the Fixed Loan Group, collectively representing 1.8% of the initial Fixed Loan Group balance and will sub-service the underlying mortgage loans it originated. As of the Cut-off Date, KeyBank is the Senior Loan Special Servicer with respect to certain Senior Loans in the securitization and is the Senior Loan Master Servicer with respect to certain Senior Loans in the securitization. KeyBank is not an affiliate of the issuing entity, the depositor, the master servicer, the trustee, the custodian, the certificate administrator, the mortgage loan seller, any other Originator or any other sub-servicer.

KeyBank has been engaged in the servicing of commercial mortgage loans since 1995 and commercial mortgage loans originated for securitization since 1998. The following table sets forth information about KeyBank’s portfolio of master or primary serviced commercial mortgage loans as of the dates indicated.

Loans	As of 12/31/2015	As of 12/31/2016	As of 12/31/2017	As of 9/30/2018
By Approximate Number.....	16,876	17,866	16,654	16,874
By Approximate Aggregate Principal Balance (in billions).....	\$185.2	\$189.3	\$197.6	\$224.1

Within this servicing portfolio are, as of September 30, 2018, approximately 9,266 loans with a total principal balance of approximately \$163.9 billion that are included in approximately 613 CMBS transactions.

KeyBank’s servicing portfolio includes mortgage loans secured by multifamily, office, retail, hospitality and other types of income-producing properties that are located throughout the United States. KeyBank also services newly-originated commercial mortgage loans and mortgage loans acquired in the secondary market for issuers of CMBS, financial institutions and a variety of investors and other third parties. Based on the aggregate outstanding principal balance of loans being serviced as of June 30, 2018, the Mortgage Bankers Association of America ranked KeyBank the third largest commercial mortgage loan servicer for loans related to CMBS in terms of total master and primary servicing volume.

KeyBank has been a special servicer of commercial mortgage loans and commercial real estate assets included in CMBS transactions since 1998. As of September 30, 2018, KeyBank was named as special servicer with respect to commercial mortgage loans in 207 CMBS transactions totaling approximately \$85.0 billion in aggregate outstanding principal balance and was special servicing a portfolio that included approximately 50 commercial mortgage loans with an aggregate outstanding principal balance of approximately \$374.7 million, which portfolio includes multifamily, office, retail, hospitality and other types of income-producing properties that are located throughout the United States.

The following table sets forth information on the size and growth of KeyBank’s managed portfolio of specially serviced commercial mortgage loans for which KeyBank is the named special servicer in CMBS transactions in the United States.

CMBS (US)	As of 12/31/2015	As of 12/31/2016	As of 12/31/2017	As of 9/30/2018
By Approximate Number of Transactions	111	132	177	207
By Approximate Aggregate Principal Balance (in billions).....	\$56.2	\$60.5	\$71.1	\$85.0

KeyBank has resolved over \$15.3 billion of U.S. commercial mortgage loans over the past 10 years, \$1.32 billion of U.S. commercial mortgage loans during 2008, \$1.74 billion of U.S. commercial mortgage loans during 2009, \$2.9 billion of U.S. commercial mortgage loans during 2010, \$2.27 billion of U.S. commercial mortgage loans during 2011, \$1.89 billion of U.S. commercial mortgage loans during 2012, \$2.69 billion U.S. commercial mortgage loans during 2013, \$628.5 million of U.S. commercial mortgage loans during 2014, \$1.4 billion of U.S. commercial mortgage loans during 2015, \$263.6 million of U.S. commercial mortgage loans during 2016 and \$225 million of U.S. commercial mortgage loans during 2017.

KeyBank is approved as the master servicer, primary servicer and special servicer for CMBS rated by Moody’s, S&P, Fitch and Morningstar. Moody’s does not assign specific ratings to servicers. KeyBank is on S&P’s Select Servicer list as a U.S. Commercial Mortgage Master Servicer and as a U.S. Commercial Mortgage Special Servicer, and S&P has assigned to KeyBank the rating of “Strong” as a master servicer, primary servicer and special servicer. Fitch has assigned to KeyBank the ratings of “CMS1” as a master servicer, “CPS2+” as a primary servicer and “CSS1-” as a special servicer. Morningstar has assigned to KeyBank the rankings of “MOR CS1” as master servicer, “MOR CS1” as primary servicer and “MOR CS1” as special servicer. S&P’s, Fitch’s, and Morningstar’s ratings of a servicer are based on an examination of many factors, including the servicer’s financial condition, management team, organizational structure and operating history.

KeyBank’s servicing system utilizes a mortgage-servicing technology platform with multiple capabilities and reporting functions. This platform allows KeyBank to process mortgage servicing activities including: (i) performing account maintenance; (ii) tracking borrower communications; (iii) tracking real estate tax escrows and payments, insurance escrows and payments, replacement reserve escrows and operating statement data and rent rolls; (iv) entering and updating transaction data; and (v) generating various reports. KeyBank generally uses the CREFC® format to report to trustees of CMBS transactions and maintains a website (www.keybank.com/key2cre) that provides access to reports and other information to investors in CMBS transactions that KeyBank is the master servicer or special servicer.

KeyBank maintains the accounts it uses in connection with servicing commercial mortgage loans. The following table sets forth the ratings assigned to KeyBank’s debt obligations and deposits.

	S&P	Fitch	Moody’s
Long-Term Debt Obligations.....	A-	A-	A3
Short-Term Debt Obligations	A-2	F1	P-2
Long-Term Deposits.....	N/A	A	Aa3
Short-Term Deposits.....	N/A	F1	P-1

KeyBank believes that its financial condition will not have any material adverse effect on the performance of its duties under the Pooling and Servicing Agreement and, accordingly, will not have any material adverse impact on the performance of the underlying mortgage loans or the performance of the certificates.

KeyBank has developed policies, procedures and controls for the performance of its master servicing and special servicing obligations in compliance with applicable servicing agreements, servicing standards and the servicing criteria set forth in Item 1122 of Regulation AB. These policies, procedures and controls include, among other things, procedures to (i) notify borrowers of payment delinquencies and other loan defaults, (ii) work with borrowers to facilitate collections and performance prior to the occurrence of a servicing transfer event, (iii) if a servicing transfer event occurs as a result of a delinquency, loss, bankruptcy or other loan default, transfer the

subject loan to the special servicer, and (iv) manage delinquent loans and loans subject to the bankruptcy of the borrower.

KeyBank's servicing policies and procedures for the servicing functions it will perform under the Pooling and Servicing Agreement for assets of the same type included in the issuing entity are updated periodically to keep pace with the changes in the CMBS industry. For example, KeyBank has, in response to changes in federal or state law or investor requirements, (i) made changes in its insurance monitoring and risk-management functions as a result of the Terrorism Risk Insurance Act of 2002, as amended, and (ii) established a website where investors and mortgage loan borrowers can access information regarding their investments and mortgage loans. Otherwise, KeyBank's servicing policies and procedures have been generally consistent for the last three years in all material respects.

As the special servicer, KeyBank is generally responsible for the special servicing functions with respect to the underlying mortgage loans and any REO Properties. Additionally, KeyBank may from time to time perform some of its servicing obligations under the Pooling and Servicing Agreement through one or more third-party vendors that provide servicing functions such as appraisals, environmental assessments, property condition assessments, property management, real estate brokerage services and other services necessary in the routine course of acquiring, managing and disposing of REO Properties. KeyBank will, in accordance with its internal procedures and applicable law, monitor and review the performance of any third-party vendors retained by it to perform servicing functions, and KeyBank will remain liable for its servicing obligations under the Pooling and Servicing Agreement as if KeyBank had not retained any such vendors.

The manner in which assets are to be deposited into the REO accounts is described in this information circular under "The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Collection Account" and "—REO Account." Generally, all amounts received by KeyBank in connection with any REO Property held by the issuing entity are deposited into an REO account.

KeyBank will not have primary responsibility for custody services of original documents evidencing the underlying mortgage loans. KeyBank may from time to time have custody of certain of such documents as necessary for enforcement actions involving particular underlying mortgage loans or otherwise. To the extent that KeyBank has custody of any such documents for any such servicing purposes, such documents will be maintained in a manner consistent with the Servicing Standard.

No securitization transaction involving commercial or multifamily mortgage loans in which KeyBank was acting as primary servicer or special servicer has experienced a servicer event of default as a result of any action or inaction of KeyBank as primary servicer or special servicer, including as a result of KeyBank's failure to comply with the applicable servicing criteria in connection with any securitization transaction. KeyBank has made all advances required to be made by it under its servicing agreements for commercial and multifamily mortgage loans.

From time to time KeyBank is a party to lawsuits and other legal proceedings as part of its duties as a loan servicer and otherwise arising in the ordinary course of its business. KeyBank does not believe that any lawsuits or legal proceedings that are pending at this time would, individually or in the aggregate, have a material adverse effect on its business or its ability to service the underlying mortgage loans pursuant to the Pooling and Servicing Agreement.

KeyBank is not aware of any lawsuits or legal proceedings, contemplated or pending, by governmental authorities against KeyBank at this time.

The information regarding KeyBank set forth above in this section "—The Backup Special Servicer" has been provided by KeyBank. Neither the depositor nor any other person other than KeyBank makes any representation or warranty as to the accuracy or completeness of such information.

Certain duties and obligations of KeyBank as the Backup Special Servicer and the provisions of the Pooling and Servicing Agreement are described under "—Servicing Under the Pooling and Servicing Agreement," "—Enforcement of "Due-on-Sale" and "Due-on-Encumbrance" Clauses," "—Required Appraisals," and "—Inspections; Collection of Operating Information" below. The Backup Special Servicer's ability to waive or modify any terms, fees, penalties or payments on the underlying mortgage loans and the effect of that ability on the

potential cash flows from the underlying mortgage loans are described under “—Modifications, Waivers, Amendments and Consents” below.

The Backup Special Servicer will, among other things, oversee the resolution of an underlying mortgage loan during a special servicing period and the disposition of REO Properties, for loans as to which it is acting as the special servicer. Certain of the Backup Special Servicer’s duties as the special servicer under the Pooling and Servicing Agreement, including information regarding the processes for handling delinquencies, losses, bankruptcies and recoveries (such as through a liquidation or sale of an underlying mortgage loan or negotiations or workouts with the borrower under an underlying mortgage loan) are set forth under “—Realization Upon Mortgage Loans” below.

Certain terms of the Pooling and Servicing Agreement regarding KeyBank’s removal, replacement, resignation or transfer as Backup Special Servicer are described under “—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties” and “—Rights Upon Event of Default” below. KeyBank’s rights and obligations as Backup Special Servicer with respect to indemnification, and certain limitations on KeyBank’s liability as Backup Special Servicer under the Pooling and Servicing Agreement, are described under “—Liability of the Servicers” and “—Certain Indemnities” below.

Significant Sub-Servicers

Berkadia Commercial Mortgage LLC

Berkadia is expected to be a sub-servicer of the underlying mortgage loans it originated. Berkadia originated 18 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 27.8% of the initial Fixed Loan Group balance. Berkadia is, indirectly, wholly-owned by Berkshire Hathaway and Jefferies Financial Group company.

Berkadia and its predecessor companies have experience with servicing commercial and multifamily mortgage loans in private label CMBS transactions dating back to 1995.

Berkadia performs primary and master servicing on CMBS transactions. In addition, Berkadia carries out primary, master and asset management servicing activities on a contracted basis for third parties such as insurance companies, banks and other financial institutions. Berkadia is one of the largest servicers of commercial real estate loans in the United States. Berkadia’s principal office location is: 323 Norristown Road, Suite 300, Ambler, Pennsylvania 19002 with telephone number: (215) 328-1258.

As of June 30, 2018, Berkadia had a primary/master servicing portfolio of approximately 17,065 loans with an aggregate unpaid principal balance of approximately \$216.1 billion. The table below contains summary information on the size and growth of the portfolio of commercial and multifamily loans from 2015 to 2017 in respect of which Berkadia has acted as primary and/or master servicer:

Portfolio—Primary/Master Servicing	Calendar Year End		
	2015	2016	2017
CMBS (US)	\$ 53.8 billion	\$ 47.3 billion	\$ 41.1 billion
Other	173.1 billion	176.9 billion	164.8 billion
Total	\$226.9 billion	\$224.2 billion	\$205.9 billion

Berkadia currently maintains ratings or rankings from Fitch, S&P and Morningstar. Berkadia’s primary servicing operations are rated or ranked, CPS1 by Fitch, STRONG by S&P, and CS1 by Morningstar. Berkadia’s master servicing operations are rated or ranked, CMS2 by Fitch, STRONG by S&P, and CS1 by Morningstar.

Berkadia has developed policies, procedures and controls for the performance of its servicing obligations that comply in all material respects with applicable servicing agreements, and the applicable servicing criteria set forth in Item 1122 of Regulation AB. Berkadia reviews its policies and procedures regularly and, to the extent necessary, updates them on an annual basis to ensure that they reflect Berkadia’s current servicing practices. There were no material changes made to the policies and procedures in order for Berkadia to be named the sub-servicer on this transaction.

Berkadia has an established business continuity program that is tested regularly in accordance with its policies and procedures. In the event of a disruption, all functions of the disrupted facility would transfer to a steady business recovery facility, providing access to all data and tools to continue to perform its servicing duties. Berkadia's business continuity program is tested and updated on an annual basis.

Berkadia maintains a multi-application mortgage-servicing technology platform, with multiple capabilities and reporting functions, to facilitate the processing of its servicing activities. Berkadia may, from time to time, engage third party contractors or vendors to assist in performing certain routine servicing functions. Berkadia monitors and reviews its third party contractors and vendors in compliance with its internal procedures and applicable law.

No securitization transaction involving commercial mortgage loans in which Berkadia was acting as master or primary servicer has experienced an event of default as a result of any action or inaction by Berkadia as master or primary servicer, including as a result of Berkadia's failure to comply with the applicable servicing criteria in connection with any such securitization transaction.

From time to time Berkadia and its affiliates are parties to lawsuits and other legal proceedings arising in the ordinary course of business. Berkadia does not believe that any such lawsuits or legal proceedings would, individually or in the aggregate, have a material adverse effect on its business or its ability to serve as primary servicer.

Certain duties and obligations of Berkadia as a sub-servicer and the provisions of the related Sub-Servicing Agreement, are described under "—Summary of Significant Sub-Servicing Agreements" below.

Berkadia is entitled to indemnification from the master servicer for losses and liabilities incurred in connection with its servicing functions under the related Sub-Servicing Agreement unless such losses and liabilities are caused by the sub-servicer's willful misconduct, bad faith, fraud or negligence as described under "—Summary of Significant Sub-Servicing Agreements" below.

The information set forth above in this section "—Significant Sub-Servicer" has been provided by Berkadia. Neither the depositor nor any other person other than Berkadia makes any representation or warranty as to the accuracy or completeness of such information.

Certain terms of the Pooling and Servicing Agreement regarding Berkadia's removal as sub-servicer are described under "—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties—Removal of the Master Servicer, the Special Servicer and any Sub-Servicer" below. Berkadia's rights and obligations with respect to indemnification, and certain limitations on Berkadia's liability under the Pooling and Servicing Agreement, are described under "—Liability of the Servicers," "—Summary of Significant Sub-Servicing Agreements" and "—Certain Indemnities" below.

CBRE Loan Services, Inc.

CBRE Loan Services, Inc., a Delaware corporation ("CBRELS") and an affiliate of CBRECM, will act as the sub-servicer of all of the underlying mortgage loans originated by CBRECM. CBRECM originated 3 of the underlying mortgage loans in the Floating Loan Group, collectively representing 54.7% of the initial Floating Loan Group balance, and 11 of the underlying mortgage loans in the Fixed Loan Group, collectively representing 12.3% of the initial Fixed Loan Group balance. The principal offices of CBRELS are located at 929 Gessner, Suite 1700, Houston, Texas 77024. On January 11, 2016, CBRE Group, Inc., the ultimate parent of CBRECM announced that it had acquired 100% of the interests in the predecessor to CBRELS, GEMSA Loan Services, L.P. ("GEMSA") and anticipated rebranding GEMSA as CBRE Loan Services. On March 14, 2016, GEMSA was converted into a Delaware corporation and changed its name to CBRE Loan Services, Inc.

CBRELS and its predecessors have been engaged in the servicing of commercial mortgage loans since 1978 and commercial mortgage loans originated for securitization since 1996. The following table sets forth information about CBRELS's portfolio of commercial mortgage loans as of the dates indicated:

<u>Loans</u>	<u>12/31/2015</u>	<u>12/31/2016</u>	<u>12/31/2017</u>	<u>09/30/2018</u>
By Approximate Number.....	5,335	5,331	6,134	6,880
By Approximate Aggregate Outstanding Principal	\$105	\$116.4	\$138.3	\$155.0

Balance (in billions).....

Within the total CBRELS servicing portfolio, approximately 3,245 loans with an aggregate outstanding principal balance of approximately \$48.7 billion are loans backing CMBS. Additionally, there are approximately 4,329 loans with an aggregate outstanding principal balance of approximately \$73.1 billion originated through the government-sponsored entities.

CBRELS's servicing portfolio includes mortgage loans secured by multifamily, office, retail, hospitality and other types of income-producing properties that are located throughout the United States. CBRELS also services newly-originated commercial mortgage loans and mortgage loans acquired in the secondary market for issuers of CMBS, financial institutions and a variety of investors and other third parties. Based on the aggregate outstanding principal balance of loans being serviced as of June 30, 2016, the Mortgage Bankers Association of America ranked GEMSA as the fifth largest commercial mortgage loan servicer in terms of total master and primary servicing volume.

CBRELS is approved as a primary servicer for CMBS rated by Moody's, S&P and Fitch. Moody's does not assign specific ratings to servicers. Fitch upgraded CBRELS's rating as primary servicer to "CPS2" from "CPS2-" in January 2018. S&P reissued a "Strong" rating for CBRELS in June 2018. CBRELS has also been appointed as a special servicer for six CMBS transactions, all of which are Freddie Mac small balance loan program securitizations, but has not been rated or approved as a special servicer by any national statistical rating organization.

CBRELS's servicing system utilizes a mortgage-servicing technology platform with multiple capabilities and reporting functions. This platform allows CBRELS to process mortgage servicing activities including: (i) performing account maintenance, (ii) tracking borrower communications, (iii) tracking real estate tax escrows and payments, insurance escrows and payments, replacement reserve escrows, operating statement data and rent rolls, (iv) entering and updating transaction data, and (v) generating various reports. CBRELS uses the CREFC[®] format to report to trustees of CMBS transactions and maintains a website (www.cbrelloanservices.com) that provides access to reports and other information to investors in CMBS transactions for which CBRELS is a servicer.

CBRELS has developed policies, procedures and controls for the performance of its primary and master servicing obligations in compliance with applicable servicing agreements, servicing standards and the servicing criteria set forth in Item 1122 of Regulation AB. These policies, procedures and controls include, among other things, procedures to (i) notify borrowers of payment delinquencies and other loan defaults, (ii) work with borrowers to facilitate collections and performance prior to the occurrence of a servicing transfer event, (iii) if a servicing transfer event occurs as a result of a delinquency, loss, bankruptcy or other loan default, transfer the subject loan to the special servicer, and (iv) handling delinquent loans and loans subject to the bankruptcy of the borrower.

CBRELS's servicing policies and procedures for the servicing functions it will perform under the Sub-Servicing Agreement for assets of the same type included in the securitization transaction are updated periodically to keep pace with the changes in the CMBS industry. For example, CBRELS has, in response to changes in federal or state law or investor requirements, (i) made changes in its insurance monitoring and risk-management functions as a result of the Terrorism Risk Insurance Act of 2002 and (ii) established a website where investors and mortgage loan borrowers can access information regarding their investments and mortgage loans.

In this transaction, as a sub-servicer, CBRELS is generally responsible for only limited servicing functions with respect to the underlying mortgage loans. CBRELS may from time to time perform some of its servicing obligations under the Sub-Servicing Agreement through one or more third-party vendors that provide servicing functions such as property condition assessments and other services necessary in the routine course of providing the servicing functions required under the Sub-Servicing Agreement. CBRELS will, in accordance with its internal procedures and applicable law, monitor and review the performance of any third-party vendors retained by it to perform servicing functions.

CBRELS will not have primary responsibility for custody services of original documents evidencing the underlying mortgage loans. CBRELS may from time to time have custody of certain of such documents as necessary for enforcement actions involving particular underlying mortgage loans or otherwise. To the extent that CBRELS has custody of any such documents for any such servicing purposes, such documents will be maintained in a manner consistent with the Servicing Standard.

No securitization transaction involving commercial or multifamily mortgage loans in which CBRELS was acting as a servicer has experienced a servicer event of default as a result of any action or inaction of CBRELS as servicer including as a result of CBRELS's failure to comply with the applicable servicing criteria in connection with any securitization transaction. CBRELS has made all advances required to be made by it under its servicing agreements for commercial and multifamily mortgage loans.

From time to time CBRELS is a party to lawsuits and other legal proceeding as part of its duties as a loan servicer (e.g., enforcement of loan obligations) and/or arising in the ordinary course of business. There are currently no legal proceedings pending and no legal proceedings known to be contemplated by government authorities against CBRELS or of which any of its property is the subject that is material to the certificateholders.

The information set forth above in this section “—Significant Sub-Servicers—CBRE Loan Services, Inc.” has been provided by CBRELS. Neither the depositor nor any other person other than CBRELS makes any representation or warranty as to the accuracy or completeness of such information.

Certain terms of the Pooling and Servicing Agreement regarding CBRELS's removal as sub-servicer are described under “—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties— Removal of the Master Servicer, the Primary Special Servicer, the Backup Special Servicer and any Sub-Servicer” below. CBRELS's rights and obligations with respect to indemnification, and certain limitations on CBRELS's liability under the Pooling and Servicing Agreement, are described in this information circular under “—Liability of the Servicers,” “—Summary of Significant Sub-Servicing Agreements” and “—Certain Indemnities” below.

Walker & Dunlop, LLC

It is anticipated that W&D will be a sub-servicer of the 1 underlying mortgage loan in the Floating Loan Group, representing 45.3% of the initial Floating Loan Group balance, and 15 underlying mortgage loans in the Fixed Loan Group, collectively representing 21.3% of the initial Fixed Loan Group balance.

W&D, its predecessors and affiliates have been engaged in the servicing of commercial mortgage loans since 1978 and commercial mortgage loans originated for securitization since 1996. The following table sets forth information about W&D's portfolio of commercial mortgage loans as of the dates indicated:

Loans	12/31/2015	12/31/2016	12/31/2017	6/30/2018
By Approximate Number.....	4,855	5,921	6,160	6,207
By Approximate Aggregate Outstanding				
Principal Balance (in billions).....	\$50.2	\$63.1	\$74.5	\$77.9

Within the total June 30, 2018 W&D servicing portfolio, approximately 1,057 loans with an aggregate outstanding principal balance of approximately \$5.8 billion are for CMBS, life insurance companies, and commercial banks. Additionally, there are approximately 2,582 loans with an aggregate outstanding principal balance of approximately \$37.5 billion originated through the government-sponsored entities, exclusive of originations through Freddie Mac which have been securitized.

W&D's servicing portfolio includes mortgage loans secured by multifamily, office, retail, hospitality and other types of income-producing properties that are located throughout the United States. W&D services all of the company's newly-originated commercial mortgage loans, with the exception of certain brokered originations, and mortgage loans for a variety of investors and other third parties. Based on the aggregate outstanding principal balance of loans being serviced as of June 30, 2018, the Mortgage Bankers Association of America ranked W&D the seventh largest commercial mortgage loan servicer in terms of total primary cashier servicing volume.

W&D is approved as a primary servicer for CMBS rated by Fitch. Fitch has assigned to W&D the rating of “CPS2+” as a primary servicer. Fitch's servicer ratings are based on an examination of many factors, including the servicer's financial condition, management team, organizational structure and operating history.

W&D's servicing system utilizes a mortgage-servicing technology platform with multiple capabilities and reporting functions. This platform allows W&D to process mortgage servicing activities including: (i) performing account maintenance, (ii) tracking borrower communications, (iii) tracking real estate tax escrows and payments, insurance escrows and payments, replacement reserve escrows, operating statement data and rent rolls, (iv) entering

and updating transaction data, and (v) generating various reports. W&D uses the CREFC[®] format to report to master servicers on CMBS transactions.

W&D has developed policies, procedures and controls for the performance of its servicing obligations in compliance with applicable servicing agreements, servicing standards and the servicing criteria set forth in Item 1122 of Regulation AB. These policies, procedures and controls include, among other things, procedures to (i) notify borrowers of payment delinquencies and other loan defaults, (ii) work with borrowers to facilitate collections and performance prior to the occurrence of a servicing transfer event, (iii) if a servicing transfer event occurs as a result of a delinquency, loss, bankruptcy or other loan default, transfer the subject loan to the special servicer, and (iv) handling delinquent loans and loans subject to the bankruptcy of the borrower.

W&D's servicing policies and procedures for the servicing functions it will perform under the related Sub-Servicing Agreement for assets of the same type included in the securitization transaction are updated periodically to keep pace with the changes in the CMBS industry.

W&D contracts out a portion of its primary servicing functions under a private-label shared servicing agreement with Midland. Under this agreement, Midland is responsible for select servicing functions such as new loan onboarding, cash management, property tax administration and UCC administration. W&D retains all borrower contact and customer service, as well as insurance compliance monitoring, reserve processing, financial statement review, inspections and delinquency and default monitoring. W&D's servicing staff monitors and performs quality control on all servicing functions performed by Midland. In addition, W&D may from time to time perform some of its servicing obligations under the related Sub-Servicing Agreement through one or more third-party vendors that provide servicing functions such as financial statement spreading and property inspections. W&D will, in accordance with its internal procedures and applicable law, monitor and review the performance of all third-party vendors retained by it to perform servicing functions.

W&D will not have primary responsibility for custody services of original documents evidencing the underlying mortgage loans. W&D may from time to time have custody of certain of such documents as necessary for enforcement actions involving particular underlying mortgage loans or otherwise. To the extent that W&D has custody of any such documents for any such servicing purposes, such documents will be maintained in a manner consistent with the servicing standard under the related Sub-Servicing Agreement.

No securitization transaction involving commercial or multifamily mortgage loans in which W&D was acting as a servicer has experienced a servicer event of default as a result of any action or inaction of W&D as servicer including as a result of W&D's failure to comply with the applicable servicing criteria in connection with any securitization transaction. W&D generally does not have advancing obligations under any of its sub-servicing agreements on securitized loans, however from time to time W&D has made advances to ensure the timely payment of taxes and/or insurance and sought recovery from either the borrower under the mortgage loan or the master servicer, as appropriate.

From time to time W&D is a party to lawsuits and other legal proceeding as part of its duties as a loan servicer (e.g., enforcement of loan obligations) and/or arising in the ordinary course of business. There are currently no legal proceedings pending and no legal proceedings known to be contemplated by government authorities against W&D or of which any of its property is the subject that is material to the certificateholders.

The foregoing information set forth in this section “—Significant Sub-Servicers—Walker & Dunlop, LLC” has been provided by W&D. Neither the depositor nor any other person other than W&D makes any representation or warranty as to the accuracy or completeness of such information.

Certain duties and obligations of W&D as a sub-servicer, and the provisions of the Sub-Servicing Agreement, are described under “—Summary of Significant Sub-Servicing Agreements—Walker & Dunlop, LLC” below. Certain terms of the Pooling and Servicing Agreement regarding W&D's removal as sub-servicer are described under “—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties—Removal of the Master Servicer, the Special Servicer and any Sub-Servicer” below. W&D's rights and obligations with respect to indemnification, and certain limitations on W&D's liability under the Pooling and Servicing Agreement, are described in this information circular under “—Liability of the Servicers,” “Summary of Significant Sub-Servicing Agreements” and “—Certain Indemnities” below.

Summary of Significant Sub-Servicing Agreements

Pursuant to the terms of Sub-Servicing Agreements between the master servicer and each of Berkadia, CBRELS and W&D, such sub-servicer will perform certain primary servicing functions with respect to all of the underlying mortgage loans originated by the sub-servicer. The sub-servicer may delegate its duties to agents or subcontractors so long as the related arrangements with such agents or subcontractors are consistent with the Sub-Servicing Agreement and the Pooling and Servicing Agreement.

The sub-servicer will service in accordance with the Servicing Standard under the Pooling and Servicing Agreement. Generally, the sub-servicer will perform the following duties of the master servicer in connection with the underlying mortgage loans in accordance with its Sub-Servicing Agreement and the Pooling and Servicing Agreement:

- establishing and maintaining collection and escrow accounts, including deposits into and remittances from such accounts;
- collecting payments from the borrowers, including follow up on any past due payments and any penalty charges;
- monitoring the status and payment of taxes, other assessments and insurance premiums for compliance with the underlying loan documents;
- conducting inspections of the mortgaged real properties and delivering to the master servicer a written report of the results of such inspection (other than with respect to Specially Serviced Mortgage Loans);
- preparing (i) monthly reports using the CREFC[®] reporting format and (ii) quarterly and annual CREFC[®] Net Operating Income Adjustment Worksheet and the CREFC[®] Operating Statement Analysis Report based on the operating statements, budgets and rent rolls with respect to the mortgaged real properties and delivering the same to the master servicer; and
- notifying the master servicer upon becoming aware that a Servicing Transfer Event may have occurred with respect to any underlying mortgage loan.

With respect to any proposed assumptions, due-on-sale clause waivers, modifications, transfers and certain other borrower requests, (a) the sub-servicer will not permit or consent to any such action without the prior written consent of the master servicer, (b) the sub-servicer will perform and deliver to the master servicer any analysis, recommendation and other information required under the Pooling and Servicing Agreement (accompanied by an officer's certificate from the sub-servicer), and (c) the master servicer, not the sub-servicer, will deal directly with the applicable Approved Directing Certificateholder (if any) in connection with obtaining any necessary approval or consent from such Approved Directing Certificateholder (if any).

As compensation for its activities under the Sub-Servicing Agreement, the sub-servicer will be paid a sub-servicing fee and will be entitled to certain additional servicing compensation, all to the extent that the master servicer is entitled to such amounts under the Pooling and Servicing Agreement. See "Description of the Certificates—Fees and Expenses" in this information circular.

The master servicer and the sub-servicer each agrees in the Sub-Servicing Agreement to indemnify and hold harmless each other (including any of their general or limited partners, directors, officers, shareholders, members, managers, employees, agents or affiliates) from and against any and all liability, claim, loss, out-of-pocket cost (including reasonable attorneys' fees), penalty, expense, fee, forfeiture, judgment, or damage resulting from (i) any breach of any representation or warranty made by it in the Sub-Servicing Agreement or (ii) any willful misconduct, bad faith, fraud or negligence by the indemnitor in the performance of its obligations or duties under the Sub-Servicing Agreement or by reason of negligent disregard of such obligations and duties. Pursuant to the terms of the Pooling and Servicing Agreement, the sub-servicer will be indemnified by the trust, to the extent the master servicer will be entitled to such indemnification, subject to annual liability caps of any Third Party Master Servicer or sub-servicer as more particularly described in the Pooling and Servicing Agreement. See "—Certain Indemnities" below.

The sub-servicer will at all times be a Freddie Mac-approved servicer. The sub-servicer will not be an affiliate of the trustee and, should the sub-servicer become an affiliate of the trustee, the sub-servicer will promptly provide

written notice to the master servicer, Freddie Mac, the certificate administrator and the trustee of such affiliation. The master servicer will have the right to terminate the sub-servicer after certain termination events under the Sub-Servicing Agreement have occurred and have not been remedied or at the direction of Freddie Mac upon a determination made by Freddie Mac, in accordance with the provisions of the Guide, that such sub-servicer should not sub-service the underlying mortgage loan. See “—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties—Removal of the Master Servicer, the Primary Special Servicer, the Backup Special Servicer and any Sub-Servicer” below.

The information set forth above in this section “Summary of Significant Sub-Servicing Agreements” has been provided by Freddie Mac. Neither the depositor nor any other person other than Freddie Mac makes any representation or warranty as to the accuracy or completeness of such information.

Liability of the Servicers

The master servicer (either in its own right or on behalf of an indemnified sub-servicer), the Primary Special Servicer, the Backup Special Servicer and various related persons and entities will be entitled to be indemnified by the issuing entity for certain losses and liabilities incurred by the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, as described under “—Certain Indemnities” below.

The underlying mortgage loans will not be an obligation of, or be insured or guaranteed by the master servicer, the Primary Special Servicer or the Backup Special Servicer. In addition, the master servicer, the Primary Special Servicer and the Backup Special Servicer (including, with regard to the Primary Special Servicer and the Backup Special Servicer, in its capacity as the Affiliated Borrower Loan Directing Certificateholder) will be under no liability to the issuing entity, the other parties to the Pooling and Servicing Agreement or the certificateholders for any action taken, or not taken, in good faith pursuant to the Pooling and Servicing Agreement or for errors in judgment. However, the master servicer, the Primary Special Servicer and the Backup Special Servicer will not be protected against any breach of warranties or representations made in the Pooling and Servicing Agreement or from any liability which would otherwise be imposed by reason of willful misconduct, bad faith, fraud or negligence in the performance of its duties or negligent disregard of obligations and duties under the Pooling and Servicing Agreement.

The master servicer, the Primary Special Servicer and the Backup Special Servicer, each will be required to maintain at its own expense, fidelity insurance, in the form of a financial institution bond, fidelity bond or its equivalent (“Fidelity Insurance”) consistent with the Servicing Standard and errors and omissions insurance with an insurer that meets the qualifications set forth in the Pooling and Servicing Agreement with coverage amounts consistent with the Servicing Standard. However, for so long as Freddie Mac is acting as the master servicer, the master servicer may elect not to maintain errors and omissions insurance.

Solely in the event that Accepted Servicing Practices is the applicable Servicing Standard, each of the master servicer, the Primary Special Servicer and the Backup Special Servicer will be required to maintain Fidelity Insurance and errors and omissions insurance with an insurer that meets the qualifications set forth in the Pooling and Servicing Agreement. Such policy must meet certain requirements as to coverage set forth in the Pooling and Servicing Agreement. Coverage of the master servicer, the Primary Special Servicer or the Backup Special Servicer under a policy or bond obtained by an affiliate of the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, that meets the same requirements as a policy obtained directly by the master servicer, the Primary Special Servicer or the Backup Special Servicer will be permitted under the Pooling and Servicing Agreement. In lieu of obtaining such a policy or bond, the master servicer, the Primary Special Servicer or the Backup Special Servicer will be permitted to provide self-insurance with respect to Fidelity Insurance or errors and omissions insurance, subject to satisfaction of certain credit ratings requirements by the master servicer, the Primary Special Servicer or the Backup Special Servicer, or their respective immediate or remote parent companies.

Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties

Resignation of the Master Servicer, the Primary Special Servicer or the Backup Special Servicer. The master servicer, the Primary Special Servicer, the Backup Special Servicer and any Affiliated Borrower Special Servicer will only be permitted to resign from their respective obligations and duties under the Pooling and Servicing Agreement (i) upon a determination that such party’s duties are no longer permissible under applicable law,

(ii) upon the appointment of, and the acceptance of such appointment by, a successor to the resigning master servicer, resigning Primary Special Servicer or resigning Backup Special Servicer, as applicable, or (iii) as to the servicing of any Affiliated Borrower Special Servicer Loans, in the case of the Primary Special Servicer or the Backup Special Servicer and any Affiliated Borrower Special Servicer, in the manner described in “—Removal of the Master Servicer, the Primary Special Servicer, the Backup Special Servicer and any Sub-Servicer” below and upon the appointment of, and the acceptance of such appointment by, the successor to the resigning special servicer. Any such successor must satisfy the following conditions applicable to it (the “Successor Servicer Requirements”): (a) Freddie Mac has approved such successor, which approval will not be unreasonably withheld or delayed, (b) the successor to the master servicer, the Primary Special Servicer or the Backup Special Servicer, as the case may be, agrees in writing to assume all of the responsibilities, duties and liabilities of the master servicer, the Primary Special Servicer or the Backup Special Servicer, as the case may be, under the Pooling and Servicing Agreement and certain Sub-Servicing Agreements that arise thereafter, (c) such successor (1) is then listed on S&P’s Select Servicer List as a U.S. Commercial Mortgage Master Servicer (in the case of a successor master servicer) or a U.S. Commercial Mortgage Special Servicer (in the case of a successor Primary Special Servicer or Backup Special Servicer, as applicable) and (2) is rated at least “CMS3” (in the case of a successor master servicer) or “CSS3” (in the case of a successor Primary Special Servicer or Backup Special Servicer) by Fitch and (d) with respect to a successor Primary Special Servicer or Backup Special Servicer, as applicable, the trustee receives an opinion of counsel generally to the effect that the agreement pursuant to which such Primary Special Servicer or Backup Special Servicer is replaced is binding. Any determination permitting the resignation of the master servicer, the Primary Special Servicer or the Backup Special Servicer because such party’s duties are no longer permissible under applicable law must be evidenced by an opinion of counsel to such effect delivered to the certificate administrator and the trustee, the cost of which, together with any other expenses of such resignation, are required to be borne by the resigning party. No resignation by the master servicer, the Primary Special Servicer, the Backup Special Servicer or the Affiliated Borrower Special Servicer will become effective until the trustee or the successor to the master servicer, the Primary Special Servicer, the Backup Special Servicer or the Affiliated Borrower Special Servicer, as applicable, has assumed the resigning master servicer’s, Primary Special Servicer’s, Backup Special Servicer’s or the Affiliated Borrower Special Servicer’s, as applicable, responsibilities and obligations under the Pooling and Servicing Agreement in accordance with this paragraph.

Removal of the Master Servicer, the Primary Special Servicer, the Backup Special Servicer and any Sub-Servicer. If an event of default described under “—Events of Default” below occurs with respect to the master servicer, the Primary Special Servicer or the Backup Special Servicer and remains unremedied, the trustee will be authorized, and at the direction of the applicable directing certificateholder (with respect to the related Loan Group and Certificate Group and with respect to the master servicer, only if such directing certificateholder is an Approved Directing Certificateholder; *provided* that with respect to clause 9 under “—Events of Default” below, a directing certificateholder that is not an Approved Directing Certificateholder may inform the trustee of any such event of default) or Freddie Mac, the trustee will be required, to terminate the defaulting party and appoint a successor, as described under “—Rights Upon Event of Default” below. The defaulting party is entitled to the payment of all compensation, indemnities, reimbursements, accrued and unpaid to the date of termination, and other similar amounts.

In addition, each directing certificateholder will be entitled to remove, with or without cause, the Primary Special Servicer, the Backup Special Servicer or any Affiliated Borrower Special Servicer (if the applicable Affiliated Borrower Special Servicer Loan is not an Affiliated Borrower Loan) with respect to the related Loan Group and appoint a successor Primary Special Servicer, Backup Special Servicer or Affiliated Borrower Special Servicer with respect to the related Loan Group rather than have the trustee act as that successor, upon 30 Business Days’ prior written notice to the parties to the Pooling and Servicing Agreement. Any successor Primary Special Servicer, Backup Special Servicer or Affiliated Borrower Special Servicer must satisfy the Successor Servicer Requirements, including Freddie Mac’s approval, which may not be unreasonably withheld or delayed. In addition, the trustee must receive an opinion of counsel to the effect that the removal of the Primary Special Servicer or the Backup Special Servicer and/or the appointment of the successor special servicer is in compliance with the terms of the Pooling and Servicing Agreement. If such removal is without cause, all costs of the issuing entity and the Primary Special Servicer or the Backup Special Servicer incurred in connection with transferring the subject special servicing responsibilities to a successor Primary Special Servicer or Backup Special Servicer will be the responsibility of the related directing certificateholder that effected the termination. Moreover, the terminated Primary Special Servicer or Backup Special Servicer will be entitled to—

- payment out of the collection account (from amounts attributable to the related Loan Group) for all accrued and unpaid special servicing fees, special servicer surveillance fees and additional special servicing compensation;
- continued rights to indemnification; and
- continued rights to some or all liquidation and workout fees earned by it as described below under “—Servicing and Other Compensation and Payment of Expenses.”

If at any time an Affiliated Borrower Special Servicer Loan Event occurs with respect to the Primary Special Servicer or the Backup Special Servicer (in the case of the Backup Special Servicer, solely if it is then acting as the special servicer with respect to the related underlying mortgage loan), as applicable, the Pooling and Servicing Agreement will require that the Primary Special Servicer or the Backup Special Servicer, as applicable, promptly resign as the Primary Special Servicer or the Backup Special Servicer, as applicable, of the related Affiliated Borrower Special Servicer Loan and provides for the appointment of a replacement Affiliated Borrower Special Servicer to act as the Primary Special Servicer or the Backup Special Servicer, as applicable, with respect to such Affiliated Borrower Special Servicer Loan. If the Affiliated Borrower Special Servicer Loan is not an Affiliated Borrower Loan, the related directing certificateholder will have the right to select a replacement Affiliated Borrower Special Servicer in accordance with the requirements of the Pooling and Servicing Agreement, including (i) the satisfaction of the Successor Servicer Requirements, and (ii) that the chosen replacement is then actively acting as special servicer on a Freddie Mac multifamily mortgage loan securitization or is otherwise approved by Freddie Mac. If (a) the Affiliated Borrower Special Servicer Loan is an Affiliated Borrower Loan or (b) the applicable directing certificateholder does not select a successor to the resigning Primary Special Servicer or Backup Special Servicer, as applicable, within 15 days after receipt of written notice of the applicable Affiliated Borrower Special Servicer Loan Event (in the case of this clause (b) with the option of the applicable directing certificateholder to extend the time period by an additional 15 days if such directing certificateholder is using reasonable efforts to appoint a successor) as described in the prior sentence, the resigning Primary Special Servicer or Backup Special Servicer, as applicable, for the related Affiliated Borrower Special Servicer Loan will be required to use reasonable efforts to select the Affiliated Borrower Special Servicer within 15 days following receipt of written notice of the applicable Affiliated Borrower Special Servicer Loan Event in the case of clause (a) and within 15 days following a failure of such directing certificateholder to select a successor within the time period permitted in the case of clause (b) (in each case with the option of the resigning Primary Special Servicer or Backup Special Servicer, as applicable, to extend the time period by 15 additional days if the special servicer is using reasonable efforts to appoint a successor), each, in accordance with the requirements set forth in the Pooling and Servicing Agreement, including (i) the satisfaction of the Successor Servicer Requirements, and (ii) that the chosen replacement is then actively acting as special servicer on a Freddie Mac multifamily mortgage loan securitization or is otherwise approved by Freddie Mac.

The Primary Special Servicer or the Backup Special Servicer, as applicable, is required to provide written notice to the parties to the Pooling and Servicing Agreement and the applicable directing certificateholder of both the occurrence and the termination of any Affiliated Borrower Special Servicer Loan Event within five Business Days after the Primary Special Servicer or the Backup Special Servicer obtains knowledge of the occurrence or termination of such Affiliated Borrower Special Servicer Loan Event. Except with respect to any Affiliated Borrower Special Servicer Loan Event that exists on the Closing Date and that is described in the definition of Affiliated Borrower Special Servicer Loan Event, (i) following the Closing Date and prior to its receipt of notice from the Primary Special Servicer or the Backup Special Servicer of the occurrence of an Affiliated Borrower Special Servicer Loan Event and (ii) following its receipt of notice, if any, from the Primary Special Servicer or the Backup Special Servicer of the termination of any Affiliated Borrower Special Servicer Loan Event and prior to its receipt of notice from the Primary Special Servicer or the Backup Special Servicer, as applicable, of the occurrence of another Affiliated Borrower Special Servicer Loan Event, unless, in each case, the trustee, the certificate administrator or the master servicer has actual knowledge that an Affiliated Borrower Special Servicer Loan Event exists, the trustee, the certificate administrator, the master servicer and Freddie Mac will be entitled to conclusively assume that no Affiliated Borrower Special Servicer Loan Event exists. The master servicer, the trustee, the certificate administrator and Freddie Mac may rely on any such notice of the occurrence or termination of an Affiliated Borrower Special Servicer Loan Event without making any independent investigation.

The Primary Special Servicer or the Backup Special Servicer, as applicable, will not have any liability with respect to the actions or inactions of the applicable Affiliated Borrower Special Servicer or with respect to the identity of any Affiliated Borrower Special Servicer selected in accordance with the requirements set forth in the Pooling and Servicing Agreement.

Each Affiliated Borrower Special Servicer will perform all of the obligations of the Primary Special Servicer or the Backup Special Servicer, as applicable, for the related Affiliated Borrower Special Servicer Loan and will be entitled to all compensation payable to the Primary Special Servicer or the Backup Special Servicer, as applicable, under the Pooling and Servicing Agreement with respect to such Affiliated Borrower Special Servicer Loan that is accrued during such time as the related underlying mortgage loan is an Affiliated Borrower Special Servicer Loan. The Primary Special Servicer or the Backup Special Servicer that resigns as a result of an Affiliated Borrower Special Servicer Loan Event will be entitled to any special servicer surveillance fees, special servicing fees and liquidation fees that accrued before the effective date of the resignation of the Primary Special Servicer or the Backup Special Servicer with respect to an underlying mortgage loan that became an Affiliated Borrower Special Servicer Loan, and, for any such underlying mortgage loan that (i) becomes a Corrected Mortgage Loan before the effective date of the Primary Special Servicer or the Backup Special Servicer's resignation for such Affiliated Borrower Special Servicer Loan or (ii) would have become a Corrected Mortgage Loan before the effective date of such special servicer's resignation for such Affiliated Borrower Special Servicer Loan but for the requirement to receive three consecutive monthly debt service payments (*provided* that such payments occur within three months after such effective date of the resignation of such Primary Special Servicer or Backup Special Servicer, as applicable), the related workout fees.

If the master servicer or the related Affiliated Borrower Special Servicer, as applicable, has actual knowledge of the termination of any Affiliated Borrower Special Servicer Loan Event, the master servicer or Affiliated Borrower Special Servicer, as applicable, will be required to provide prompt written notice of such circumstance to each of the other parties to the Pooling and Servicing Agreement and the applicable directing certificateholder.

If at any time an Affiliated Borrower Special Servicer Loan Event no longer exists with respect to an Affiliated Borrower Special Servicer Loan, (i) the related Affiliated Borrower Special Servicer will be required to promptly resign unless the applicable directing certificateholder, with the consent of Freddie Mac, which consent may not be unreasonably withheld, instructs such Affiliated Borrower Special Servicer not to resign within five Business Days of receipt of notice that such Affiliated Borrower Special Servicer Loan Event no longer exists, (ii) the related underlying mortgage loan will no longer be an Affiliated Borrower Special Servicer Loan upon such resignation of the Affiliated Borrower Special Servicer, (iii) the Primary Special Servicer or the Backup Special Servicer, as applicable, for the underlying mortgage loans that are not Affiliated Borrower Special Servicer Loans will automatically succeed to the resigning Affiliated Borrower Special Servicer and will become the Primary Special Servicer or the Backup Special Servicer, as applicable, again for such underlying mortgage loan upon any such resignation of the Affiliated Borrower Special Servicer and (iv) such Primary Special Servicer or Backup Special Servicer, as applicable, will be entitled to all compensation payable under the Pooling and Servicing Agreement to the Primary Special Servicer or the Backup Special Servicer, as applicable, with respect to such underlying mortgage loan earned after such underlying mortgage loan is no longer an Affiliated Borrower Special Servicer Loan, and the resigning Affiliated Borrower Special Servicer will be entitled to any special servicer surveillance fee, special servicing fees and liquidation fees that accrued while it was the Affiliated Borrower Special Servicer and, for any such underlying mortgage loan that (i) becomes a Corrected Mortgage Loan while such resigning Affiliated Borrower Special Servicer is acting in such capacity, or (ii) would have become a Corrected Mortgage Loan while such resigning Affiliated Borrower Special Servicer is acting in such capacity but for the requirement to receive three consecutive monthly debt service payments (*provided* that such payments occur within three months after such effective date of the resignation of such Affiliated Borrower Special Servicer), the related workout fees.

In the event of resignation of the Primary Special Servicer, Backup Special Servicer or the Affiliated Borrower Special Servicer as to the servicing of any Affiliated Borrower Special Servicer Loans, the successor will be required to immediately succeed to its predecessor's duties under the Pooling and Servicing Agreement.

“Affiliated Borrower Special Servicer” means the successor to the resigning special servicer for the related Affiliated Borrower Special Servicer Loan, which successor is appointed in accordance with the requirements set forth in the Pooling and Servicing Agreement.

“Affiliated Borrower Special Servicer Loan” means any underlying mortgage loan with respect to which an Affiliated Borrower Special Servicer Loan Event has occurred and is continuing (except with respect to any Affiliated Borrower Special Servicer Loan Event that exists on the Closing Date and that is described in the definition of “Affiliated Borrower Special Servicer Loan Event”). As of the Closing Date, no Affiliated Borrower Special Servicer Loan is expected to exist.

“Affiliated Borrower Special Servicer Loan Event” means an event that will exist with respect to the Primary Special Servicer or the Backup Special Servicer, as applicable, and any underlying mortgage loan if at any time the Primary Special Servicer or the Backup Special Servicer (in the case of the Backup Special Servicer, solely if it is then acting as the special servicer with respect to the related underlying mortgage loan), as applicable, obtains knowledge that the Primary Special Servicer or the Backup Special Servicer, as applicable, any of its managing members or any of its affiliates (i) becomes, intends to become or is the related borrower (or a proposed replacement borrower) or a Restricted Mezzanine Holder, (ii) becomes aware that the Primary Special Servicer or the Backup Special Servicer, as applicable, any of its managing members or any of its affiliates is or intends to become an affiliate of the related borrower (or an affiliate of the proposed replacement borrower) or a Restricted Mezzanine Holder or (iii) becomes or intends to become the owner of a direct or indirect interest in the related borrower (including a security interest (but not including a mezzanine loan unless the special servicer is a Restricted Mezzanine Holder) or preferred equity or participation interest) or in the related mortgaged real property (including any lien on such mortgaged real property). As of the Closing Date, no Affiliated Borrower Special Servicer Loan Event is expected to exist.

In addition, (i) if Freddie Mac is then acting as the master servicer, Freddie Mac as master servicer may, and (ii) if Freddie Mac is not then acting as the master servicer, Freddie Mac will be entitled to direct the Third Party Master Servicer to, remove any sub-servicer with respect to any underlying mortgage loan if (a) Freddie Mac determines, in accordance with the provisions of the Guide that any sub-servicer should not sub-serve the underlying mortgage loan, (b) such sub-servicer becomes an affiliate of the trustee or (c) Freddie Mac determines, in its reasonable discretion, that a conflict of interest exists between the sub-servicer and the related borrower such that the sub-servicer should not sub-serve the related underlying mortgage loan; *provided, however*, that any termination in connection with clauses (a), (b) or (c) above will be at the expense of Freddie Mac. Any sub-servicer that is terminated pursuant to clauses (a), (b) or (c) above will have the right to sell its sub-servicing to either the Third Party Master Servicer or another sub-servicer acceptable to Freddie Mac, which acceptance may not be unreasonably withheld or delayed. Except as provided in this paragraph with respect to Freddie Mac, in no event will Freddie Mac, the depositor, the Third Party Master Servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee, the certificate administrator or the issuing entity be liable to a sub-servicer for any termination or other fees, costs and expenses associated with the removal of such sub-servicer.

Transfer of Servicing Duties. In connection with such appointment and assumption of a successor to the master servicer, the Primary Special Servicer or the Backup Special Servicer as described in this information circular, subject to the right of the predecessor master servicer, Primary Special Servicer or Backup Special Servicer to retain certain fees earned by it prior to the subject event of default, the trustee may make such arrangements for the compensation of such successor out of payments on the underlying mortgage loans as it and such successor agree. However, no such compensation with respect to a successor master servicer or successor Primary Special Servicer or Backup Special Servicer, as the case may be, will be in excess of that paid to the terminated master servicer, Primary Special Servicer or Backup Special Servicer, as the case may be, under the Pooling and Servicing Agreement. The trustee, the master servicer, the Primary Special Servicer, the Backup Special Servicer and such successor are required to take such action, consistent with the Pooling and Servicing Agreement, as will be necessary to effectuate any such succession. Any reasonable costs and expenses associated with the transfer of the servicing function (other than with respect to a termination without cause of the Primary Special Servicer or the Backup Special Servicer by the directing certificateholders as described above under “—Removal of the Master Servicer, the Primary Special Servicer, the Backup Special Servicer and any Sub-Servicer”) under the Pooling and Servicing Agreement will be required to be borne by the predecessor master servicer or special servicer. However, if such predecessor master servicer, Primary Special Servicer or Backup Special Servicer, as applicable, fails to pay such costs and expenses after reasonable efforts to obtain payment, then such costs and expenses will be an expense of the issuing entity.

If the master servicer, the Primary Special Servicer or the Backup Special Servicer, as the case may be, is terminated pursuant to the terms of the Pooling and Servicing Agreement, it is required to promptly (and in any

event no later than 20 Business Days after its receipt of the notice of termination) provide the trustee with all documents and records requested by the trustee and in the possession of the master servicer, the Primary Special Servicer or the Backup Special Servicer, as the case may be, to enable the trustee or another successor to assume the master servicer's, the Primary Special Servicer's or Backup Special Servicer's, as the case may be, functions under the Pooling and Servicing Agreement, and is required to reasonably cooperate with the trustee in effecting the termination of the master servicer's, Primary Special Servicer's or Backup Special Servicer's, as the case may be, responsibilities and rights under the Pooling and Servicing Agreement, including, without limitation, the transfer within five Business Days after its receipt of the notice of termination, to the trustee or another successor for administration by it of all cash amounts which are at the time, or should have been, credited by the master servicer to the collection account or any other account held by it on account of the underlying mortgage loans or credited by the Primary Special Servicer or the Backup Special Servicer to an REO account, as the case may be, or which thereafter are received with respect to any underlying mortgage loan or any REO Property.

The Trustee, Certificate Administrator and Custodian

U.S. Bank National Association, a national banking association ("U.S. Bank"), will act as trustee, certificate administrator, custodian and certificate registrar under the Pooling and Servicing Agreement. U.S. Bancorp, with total assets exceeding \$461 billion as of June 30, 2018, is the parent company of U.S. Bank, the fifth largest commercial bank in the United States. As of June 30, 2018, U.S. Bancorp served approximately 18 million customers and operated over 3,000 branch offices in 25 states. A network of specialized U.S. Bancorp offices across the nation provides a comprehensive line of banking, brokerage, insurance, investment, mortgage, trust and payment services products to consumers, businesses, and institutions.

U.S. Bank has one of the largest corporate trust businesses in the country with office locations in 53 domestic and two international cities. The Pooling and Servicing Agreement will be administered from U.S. Bank's corporate trust office located at One Federal Street, 3rd Floor, Mail Code EX-MA-FED, Boston, Massachusetts 02110 (and for certificate transfer services, 111 Fillmore Avenue, St. Paul, Minnesota 55107, Attention: Bondholder Services – FREMF 2018-KJ22).

U.S. Bank has provided corporate trust services since 1924. As of June 30, 2018, U.S. Bank was acting as trustee with respect to over 94,000 issuances of securities with an aggregate outstanding principal balance of over \$3.7 trillion. This portfolio includes corporate and municipal bonds, mortgage-backed and asset-backed securities and collateralized debt obligations.

The certificate administrator is required to make each monthly statement available to the certificateholders via the certificate administrator's internet website at <https://pivot.usbank.com>. Certificateholders with questions may direct them to the certificate administrator's bondholder services group at (800) 934-6802.

As of June 30, 2018, U.S. Bank (and its affiliate U.S. Bank Trust National Association) was acting as trustee, paying agent and certificate registrar on 341 issuances of CMBS with an outstanding aggregate principal balance of approximately \$168,875,700,000.

Since 2014 various plaintiffs or groups of plaintiffs, primarily investors, have filed claims against U.S. Bank in its capacity as trustee or successor trustee (as the case may be) under certain residential mortgage-backed securities ("RMBS") trusts. The plaintiffs or plaintiff groups have filed substantially similar complaints against other RMBS trustees, including Deutsche Bank, Citibank, HSBC, Bank of New York Mellon and Wells Fargo Bank. The complaints against U.S. Bank allege the trustee caused losses to investors as a result of alleged failures by the sponsors, mortgage loan sellers and servicers for these RMBS trusts and assert causes of action based upon the trustee's purported failure to enforce repurchase obligations of mortgage loan sellers for alleged breaches of representations and warranties concerning loan quality. The complaints also assert that the trustee failed to notify securityholders of purported events of default allegedly caused by breaches of servicing standards by mortgage loan servicers and that the trustee purportedly failed to abide by a heightened standard of care following alleged events of default.

Currently U.S. Bank is a defendant in multiple actions alleging individual or class action claims against the trustee with respect to multiple trusts as described above with the most substantial case being: BlackRock Balanced Capital Portfolio et al v. U.S. Bank National Association, No. 605204/2015 (N.Y. Sup. Ct.) (class action alleging

claims with respect to approximately 770 trusts) and its companion case BlackRock Core Bond Portfolio et al v. U.S. Bank National Association, No. 14-cv-9401 (S.D.N.Y.). Some of the trusts implicated in the aforementioned Blackrock cases, as well as other trusts, are involved in actions brought by separate groups of plaintiffs related to no more than 100 trusts per case.

U.S. Bank cannot assure you as to the outcome of any of the litigation, or the possible impact of these litigations on the trustee or the RMBS trusts. However, U.S. Bank denies liability and believes that it has performed its obligations under the RMBS trusts in good faith, that its actions were not the cause of losses to investors and that it has meritorious defenses, and it intends to contest the plaintiffs' claims vigorously.

Under the terms of the Pooling and Servicing Agreement, U.S. Bank is responsible for securities administration, which includes pool performance calculations, distribution calculations and the preparation of monthly distribution reports. The distribution reports will be reviewed by an analyst and then by a supervisor using a transaction-specific review spreadsheet. Any corrections identified by the supervisor will be corrected by the analyst and reviewed by the supervisor. The supervisor also will be responsible for the timely delivery of reports to the administration unit for processing all cashflow items. As securities administrator, U.S. Bank is also responsible for the preparation and filing of all REMIC and grantor trust tax returns on behalf of the issuing entity. In the past three years, U.S. Bank has not made material changes to the policies and procedures of its securities administration services for CMBS.

U.S. Bank will act as custodian of the mortgage files pursuant to the Pooling and Servicing Agreement. As custodian, U.S. Bank is responsible for holding the mortgage files on behalf of the trustee. U.S. Bank will hold the mortgage files in one of its custodial vaults, which are located at 1133 Rankin Street, Suite 100, St. Paul, Minnesota 55116, Attention: Document Custody Services – FREMF 2018-KJ22. The mortgage files are tracked electronically to identify that they are held by U.S. Bank pursuant to the Pooling and Servicing Agreement. U.S. Bank uses a barcode tracking system to track the location of, and owner or secured party with respect to, each file that it holds as custodian, including the mortgage files held on behalf of the trustee. As of June 30, 2018, U.S. Bank holds approximately 10,751,000 document files for approximately 980 entities and has been acting as a custodian for over 20 years.

In its capacity as trustee on commercial mortgage securitizations, U.S. Bank is generally required to make an advance if the related master servicer fails to make a required advance. In the past three years, U.S. Bank, in its capacity as trustee, has not been required to make an advance on a U.S. domestic CMBS transaction.

The information set forth above in this section “—The Trustee, Certificate Administrator and Custodian” has been provided by U.S. Bank. Neither the depositor nor any other person other than U.S. Bank makes any representation or warranty as to the accuracy or completeness of such information.

See also “—Rights Upon Event of Default,” “—Matters Regarding the Trustee, the Certificate Administrator and the Custodian” and “—Certain Indemnities” below.

Resignation and Removal of the Trustee and the Certificate Administrator

Each of the trustee and the certificate administrator will be permitted at any time to resign from its obligations and duties under the Pooling and Servicing Agreement by giving not less than 30 days' prior written notice to the depositor, the master servicer, the Primary Special Servicer, the Backup Special Servicer, Freddie Mac, the trustee or the certificate administrator, as the case may be, and all certificateholders. Upon receiving a notice of resignation, the depositor will be required to use its reasonable best efforts to promptly appoint a qualified successor trustee or certificate administrator acceptable to the master servicer and Freddie Mac (if Freddie Mac is not then acting as master servicer). If no successor trustee or certificate administrator has been so appointed and has accepted an appointment within 30 days after the giving of the notice of resignation, the resigning trustee or certificate administrator may petition any court of competent jurisdiction to appoint a successor trustee or certificate administrator, as applicable.

Each of the trustee and the certificate administrator must at all times be, and will be required to resign if it fails to be, (i) a corporation, national bank, trust company or national banking association, organized and doing business under the laws of any state or the United States of America or the District of Columbia, authorized under such laws to exercise corporate trust powers and to accept the trust conferred under the Pooling and Servicing Agreement,

having a combined capital and surplus of at least \$100,000,000 and subject to supervision or examination by federal or state authority and, only in the case of the trustee, may not be an affiliate of the depositor, the master servicer, the Primary Special Servicer or the Backup Special Servicer (except during any period when the trustee is acting as, or has become successor to, a master servicer, the Primary Special Servicer or the Backup Special Servicer as the case may be), (ii) an institution insured by the Federal Deposit Insurance Corporation and (iii) an institution whose long term senior unsecured debt (a) is rated “A” or higher by Fitch and “Aa3” or higher by Moody’s (or “A2” or higher by Moody’s if such institution’s short-term unsecured debt obligations are rated “P-1” or higher by Moody’s) or (b) is otherwise acceptable to each Approved Directing Certificateholder (if any) and Freddie Mac with respect to such trustee or certificate administrator, as applicable.

If at any time the trustee or the certificate administrator ceases to be eligible to continue as the trustee or the certificate administrator under the Pooling and Servicing Agreement, and fails to resign after written request by Freddie Mac, the depositor or any Third Party Master Servicer, or if at any time the trustee or the certificate administrator, as applicable, becomes incapable of acting, or if some events of, or proceedings in respect of, bankruptcy or insolvency occur with respect to the trustee or the certificate administrator, the depositor will be authorized to remove the trustee or the certificate administrator and appoint a successor trustee or certificate administrator, as applicable. In addition, holders of the certificates entitled to at least 51% of the voting rights may with cause (at any time) or without cause (at any time upon at least 30 days’ prior written notice), remove the trustee or certificate administrator under the Pooling and Servicing Agreement and appoint a successor trustee or certificate administrator acceptable to Freddie Mac. Any successor trustee or certificate administrator must be an institution that meets the requirements of the immediately preceding paragraph. Further, if the ratings of the trustee or the certificate administrator fall below the ratings required by the immediately preceding paragraph, Freddie Mac will have the right to remove the trustee or certificate administrator, as applicable, and appoint a successor trustee or certificate administrator that meets the standards set forth in the Pooling and Servicing Agreement and who is otherwise acceptable to Freddie Mac in its sole discretion.

Any resignation or removal of a trustee or a certificate administrator and appointment of a successor trustee or certificate administrator will not become effective until acceptance of appointment by the successor trustee or certificate administrator, as applicable.

In the event of any resignation or removal of a trustee or a certificate administrator (other than a resignation of a trustee that is required solely due to a change in law or a conflict of interest arising after the Closing Date that is not waived by all of the parties in conflict or is unwaivable), such resignation or removal will be effective with respect to each of such party’s other capacities under the Pooling and Servicing Agreement, including, without limitation, such party’s capacities as trustee, custodian, certificate administrator and certificate registrar, as the case may be.

See “—Rights Upon Event of Default,” “—Matters Regarding the Trustee, the Certificate Administrator and the Custodian” and “—Certain Indemnities” below.

Assignment of the Mortgage Loans

On the Closing Date, we will sell, assign, transfer or otherwise convey all of our right, title and interest in and to the underlying mortgage loans acquired from the mortgage loan seller, without recourse, to the trustee for the benefit of the holders of the certificates. We will also assign to the trustee our rights under the mortgage loan purchase agreement pursuant to which we acquired the underlying mortgage loans from the mortgage loan seller, except for certain rights to receive notices regarding demands for the mortgage loan seller to repurchase or replace any of the underlying mortgage loans.

Servicing Under the Pooling and Servicing Agreement

General. The master servicer and the special servicer must diligently service and administer the underlying mortgage loans and any REO Properties owned by the issuing entity for which it is responsible under the Pooling and Servicing Agreement directly, through sub-servicers or through an affiliate as provided in the Pooling and Servicing Agreement on behalf of the issuing entity and in the best interests of and for the benefit of the holders of certificates in the related Certificate Group (as a collective whole), as determined by the master servicer or the special servicer, as the case may be, in its reasonable judgment, in accordance with—

- any and all applicable laws;
- the express terms of the Pooling and Servicing Agreement;
- the express terms of the respective underlying mortgage loans and all related intercreditor agreements; and
- to the extent consistent with the foregoing, the Servicing Standard.

In general, the master servicer will be responsible for the servicing and administration of—

- all underlying mortgage loans as to which no Servicing Transfer Event has occurred; and
- all worked-out underlying mortgage loans as to which no new Servicing Transfer Event has occurred.

If a Servicing Transfer Event occurs with respect to any underlying mortgage loan, that underlying mortgage loan will not be considered to be “worked-out” until all applicable Servicing Transfer Events have ceased to exist.

In general, subject to specified requirements and certain consultations, consents and approvals of the applicable Approved Directing Certificateholder (if any) contained in the Pooling and Servicing Agreement, the special servicer will be responsible for the servicing and administration of each underlying mortgage loan as to which a Servicing Transfer Event has occurred and is continuing. The special servicer will also be responsible for the administration of each REO Property in the issuing entity.

Despite the foregoing, the Pooling and Servicing Agreement will require the master servicer:

- to continue to make all calculations and, subject to the master servicer’s timely receipt of information from the special servicer, prepare and deliver all reports to the certificate administrator required with respect to any specially serviced assets; and
- otherwise, to render other incidental services with respect to any specially serviced assets.

The master servicer will transfer servicing of an underlying mortgage loan to the special servicer upon the occurrence of a Servicing Transfer Event with respect to that underlying mortgage loan. The special servicer will return the servicing of that underlying mortgage loan to the master servicer, and that underlying mortgage loan will be considered to have been worked-out, if and when all Servicing Transfer Events with respect to that underlying mortgage loan cease to exist and that underlying mortgage loan has become a Corrected Mortgage Loan.

The Third Party Master Servicer, the Directing Certificateholder Servicing Consultant and any sub-servicer may consult with Freddie Mac with respect to the application of Freddie Mac Servicing Practices to any matters related to non-Specially Serviced Mortgage Loans, but the Directing Certificateholder Servicing Consultant will not be bound by any such consultation. Freddie Mac will be acting as a “servicing consultant” in connection with such consultations. Any sub-servicer will be required to inform the Third Party Master Servicer of any such consultation with Freddie Mac. Freddie Mac (in its capacity as the servicing consultant) may contact the related borrower to request any necessary documentation from such borrower in order to provide consultation to the Third Party Master Servicer, the Directing Certificateholder Servicing Consultant or any sub-servicer with respect to the proper application of Freddie Mac Servicing Practices (a copy of such documentation will also be provided by Freddie Mac to (i) the master servicer and (ii) if applicable, the Directing Certificateholder Servicing Consultant and/or any sub-servicer that is consulting with the servicing consultant with respect to such matter, in each such case, to the extent not already provided by such borrower).

If the Primary Special Servicer is also acting as the Senior Loan Special Servicer for any related Senior Loan, the Primary Special Servicer may (or, if so directed by the applicable Approved Directing Certificateholder, will be

required to) notify in writing the Backup Special Servicer that the Backup Special Servicer is to serve as the special servicer with respect to the underlying mortgage loan. If such notice to the Backup Special Servicer is delivered, the Backup Special Servicer will be deemed to be the special servicer with respect to such underlying mortgage loan and will be the “special servicer” for such underlying mortgage loan for all purposes under the Pooling and Servicing Agreement and the Primary Special Servicer will no longer be considered the special servicer of such underlying mortgage loan or have any rights (other than to any accrued and unpaid compensation and any applicable indemnification rights), obligations or liabilities with respect to such underlying mortgage loan. The Primary Special Servicer will be required to notify the applicable directing certificateholder if the Primary Special Servicer is acting as the Senior Loan Special Servicer with respect to any Senior Loan, other than any Senior Loan for which the Primary Special Servicer is acting in such capacity on the Closing Date. The Primary Special Servicer will not have any liability for the actions or performance of the Backup Special Servicer.

The Guide

In addition to the specific requirements of the Pooling and Servicing Agreement as described above, and to the extent not inconsistent therewith, the master servicer and the special servicer will be required to service the underlying mortgage loans other than REO Loans, REO Properties and Specially Serviced Mortgage Loans in accordance with Freddie Mac Servicing Practices, an important component of which is the Guide. Freddie Mac may waive or modify its servicing policies and procedures, as reflected in the Guide at any time. The Guide can be accessed by subscribers at www.allregs.com.

Generally, under the Guide, servicers are required to perform all services and duties customary to the servicing of multifamily mortgage loans, including those factors enumerated in “Description of the Mortgage Loan Seller and Guarantor—Mortgage Loan Purchase and Servicing Standards of the Mortgage Loan Seller—Mortgage Loan Servicing Policies and Procedures” in this information circular.

See “Risk Factors—Risks Related to the Underlying Mortgage Loans—The Master Servicer and the Special Servicer Will Be Required to Service Certain Underlying Mortgage Loans in Accordance with Freddie Mac Servicing Practices, Which May Limit the Ability of the Master Servicer and the Special Servicer to Make Certain Servicing Decisions” in this information circular.

Servicing and Other Compensation and Payment of Expenses

The Servicing Fee. The principal compensation to be paid to the master servicer with respect to its master servicing activities will be a servicing fee consisting of a master servicing fee and all or a portion of the master servicer surveillance fee. The principal compensation to be paid to any sub-servicer with respect to its sub-servicing activities will be a servicing fee consisting of a sub-servicing fee and a portion of the master servicer surveillance fee (subject to certain conditions described below).

A master servicing fee:

- will be earned with respect to each underlying mortgage loan including (without duplication)—
 1. any Specially Serviced Mortgage Loan, and
 2. any REO Loan.
- in the case of each underlying mortgage loan will—
 1. be calculated on the same interest accrual basis as that underlying mortgage loan,
 2. accrue at a master servicing fee rate set forth in “Description of the Certificates—Fees and Expenses” in this information circular,
 3. accrue on the same principal amount as interest accrues or is deemed to accrue from time to time with respect to that underlying mortgage loan, and
 4. be payable monthly from amounts received with respect to interest on that underlying mortgage loan (or if not so paid, will accrue and remain outstanding).

A master servicer surveillance fee:

- will be earned with respect to each Surveillance Fee Mortgage Loan and will—
 1. be calculated on the same interest accrual basis as that Surveillance Fee Mortgage Loan,
 2. accrue at a master servicer surveillance fee rate set forth in “Description of the Certificates—Fees and Expenses” in this information circular,
 3. accrue on the same principal amount as interest accrues or is deemed to accrue from time to time with respect to that Surveillance Fee Mortgage Loan, and
 4. be payable monthly from amounts received with respect to interest on that Surveillance Fee Mortgage Loan (or if not so paid, will accrue and remain outstanding).

Pursuant to the terms of the related Sub-Servicing Agreement, a sub-servicer will be entitled to retain on a monthly basis a portion of the master servicer surveillance fees received by such sub-servicer as determined in accordance with the rate *per annum* set forth in “Description of the Certificates—Fees and Expenses” in this information circular in respect of each Surveillance Fee Mortgage Loan that it services (with the obligation to remit the remaining portion of such fee to the master servicer), if such sub-servicer is identified in the Pooling and Servicing Agreement as being entitled to receive such portion. A sub-servicer’s entitlement to such portion may not be transferred (in whole or in part) to any other party. If at any time an eligible sub-servicer enters, without Freddie Mac’s prior approval, into an agreement providing for the further sub-servicing by a third party of any Surveillance Fee Mortgage Loan (other than mandatory servicing transfers due to conflicts of interest), or if Freddie Mac notifies the master servicer and the sub-servicer that such sub-servicer is no longer entitled to receive such portion, then the entire master servicer surveillance fee as to the Surveillance Fee Mortgage Loans serviced by that sub-servicer will be remitted to the master servicer.

A sub-servicing fee:

- will be earned with respect to each underlying mortgage loan, including (without duplication) any REO Loan, and
- in the case of each underlying mortgage loan will—
 1. be calculated on the same interest accrual basis as that underlying mortgage loan,
 2. accrue at a sub-servicing fee rate set forth in “Description of the Certificates—Fees and Expenses” in this information circular,
 3. accrue on the same principal amount as interest accrues or is deemed to accrue from time to time with respect to that underlying mortgage loan, and
 4. be payable monthly from amounts received with respect to interest on that underlying mortgage loan (or if not so paid, will accrue and remain outstanding).

In the event that any Third Party Master Servicer resigns or is terminated as master servicer, the Third Party Master Servicer will be entitled to retain any sub-servicing fee payable to it in its capacity as primary servicer so long as it continues to act in that capacity for any underlying mortgage loan.

The right of the master servicer to receive the master servicing fee or the master servicer surveillance fee may not be transferred in whole or in part except in connection with the transfer of all of the master servicer’s responsibilities and obligations under the Pooling and Servicing Agreement.

Prepayment Interest Shortfalls. The Pooling and Servicing Agreement provides that, although the loan documents require the payment of a full month’s interest on any voluntary prepayment not made on a due date, if any Prepayment Interest Shortfall is incurred by reason of the master servicer’s acceptance, other than at the request of the applicable Approved Directing Certificateholder (if any), of any principal prepayment relating to one or more underlying mortgage loans in either Loan Group during any Collection Period, then the master servicer must make a payment prior to the related distribution date in an amount equal to the aggregate of such Prepayment Interest Shortfalls incurred with respect to the related Loan Group for such Collection Period up to an amount not to exceed the master servicing fee on the underlying mortgage loans in the related Loan Group for such Collection Period,

with no right to reimbursement. This obligation to cover Prepayment Interest Shortfalls will not apply with respect to a principal prepayment accepted by the master servicer (i) with respect to any Specially Serviced Mortgage Loan, (ii) subsequent to a default under the related loan documents (*provided* that the master servicer or the special servicer reasonably believes that acceptance of such prepayment is consistent with the Servicing Standard), (iii) pursuant to applicable law or a court order, (iv) in respect of a payment of insurance and condemnation proceeds or (v) pursuant to any term of the related loan documents that allows such prepayment to be made without the payment of a full month's interest.

In addition, if Prepayment Interest Shortfalls are incurred during any Collection Period with respect to any underlying mortgage loan serviced by the master servicer and the master servicer's payment in respect of such Prepayment Interest Shortfalls as contemplated by the prior paragraph is less than the entire amount of Prepayment Interest Shortfalls, then the master servicer (i) must apply any Prepayment Interest Excesses received during that Collection Period with respect to other underlying mortgage loans in the related Loan Group to offset such Prepayment Interest Shortfalls in that Loan Group and (ii) in any event, may retain, as additional compensation, any such Prepayment Interest Excesses that are not needed to accomplish such offset.

No other master servicing compensation will be available to cover Prepayment Interest Shortfalls, and the master servicer's obligation to make payments to cover Prepayment Interest Shortfalls in respect of a particular Collection Period will not carry over to any subsequent Collection Period.

Any payments made by the master servicer with respect to any distribution date to cover Prepayment Interest Shortfalls, and any Prepayment Interest Excesses applied to offset Prepayment Interest Shortfalls, will be included in the Available Distribution Amount for the related Certificate Group for that distribution date, as described under "Description of the Certificates—Distributions" in this information circular. If the amount of Prepayment Interest Shortfalls incurred with respect to the underlying mortgage loans in any Loan Group during any Collection Period exceeds the sum of—

- any payments made by the master servicer with respect to the related distribution date to cover those Prepayment Interest Shortfalls, and
- any Prepayment Interest Excesses applied to offset those Prepayment Interest Shortfalls,

then the resulting Net Aggregate Prepayment Interest Shortfall will be allocated among the respective interest-bearing classes of related Loan Group Certificates, in reduction of the interest distributable on those certificates, as and to the extent described under "Description of the Certificates—Distributions—Interest Distributions (Floating Loan Group Certificates)" and "—Interest Distributions (Fixed Loan Group Certificates)" in this information circular.

Principal Special Servicing Compensation. The principal compensation to be paid to the special servicer with respect to its special servicing activities will be—

- the corresponding special servicing fees;
- the corresponding workout fees;
- the corresponding liquidation fees; and
- the special servicer surveillance fee.

Special Servicing Fee. A special servicing fee:

- will be earned with respect to—
 1. each Specially Serviced Mortgage Loan, and
 2. each REO Loan;
- in the case of each underlying mortgage loan described in the previous bullet point, will—
 1. be calculated on the same interest accrual basis as that underlying mortgage loan,

2. accrue at the special servicing fee rate set forth in “Description of the Certificates—Fees and Expenses” in this information circular, and
 3. accrue on the Stated Principal Balance of that underlying mortgage loan outstanding from time to time; and
- will generally be payable to the special servicer monthly from general collections on the related Loan Group.

Special Servicer Surveillance Fee. A special servicer surveillance fee:

- will be earned with respect to each Surveillance Fee Mortgage Loan and will—
 1. be calculated on the same interest accrual basis as that Surveillance Fee Mortgage Loan,
 2. accrue at the special servicer surveillance fee rate set forth in “Description of the Certificates—Fees and Expenses” in this information circular,
 3. accrue on the same principal amount as interest accrues or is deemed to accrue from time to time with respect to that Surveillance Fee Mortgage Loan, and
 4. be payable monthly from amounts received with respect to interest on that Surveillance Fee Mortgage Loan (or if not so paid, will accrue and remain outstanding).

Workout Fee. The special servicer will, in general, be entitled to receive a workout fee with respect to each Specially Serviced Mortgage Loan that has been worked out by it. The workout fee will be payable out of, and will generally be calculated by application of the workout fee rate set forth in “Description of the Certificates—Fees and Expenses” in this information circular to each payment of interest (other than Default Interest) and principal (including scheduled payments, prepayments, balloon payments, payments at maturity and payments resulting from a partial condemnation) received on the underlying mortgage loan for so long as it remains a worked-out underlying mortgage loan. The workout fee with respect to any worked-out underlying mortgage loan will cease to be payable if a new Servicing Transfer Event occurs with respect to that underlying mortgage loan. However, a new workout fee would become payable if the underlying mortgage loan again became a worked-out underlying mortgage loan with respect to that new Servicing Transfer Event.

If the Primary Special Servicer or the Backup Special Servicer is terminated (other than for cause) or resigns, it will retain the right to receive any and all workout fees payable with respect to underlying mortgage loans that were (or were close to being) worked out by it during the period that it acted as the special servicer and as to which no new Servicing Transfer Event had occurred as of the time of that termination. The successor Primary Special Servicer or Backup Special Servicer, as applicable, will not be entitled to any portion of those workout fees.

Although workout fees are intended to provide the special servicer with an incentive to better perform its duties, the payment of any workout fee will reduce amounts payable to the holders of certificates in the related Certificate Group.

Liquidation Fee. The special servicer will be entitled to receive a liquidation fee with respect to each Specially Serviced Mortgage Loan for which it obtains a full, partial or discounted payoff from the related borrower. The special servicer will also be entitled to receive a liquidation fee with respect to any Specially Serviced Mortgage Loan or REO Property as to which it receives any Liquidation Proceeds, except as described in the next paragraph. A liquidation fee will also be payable in connection with the repurchase or replacement of any worked-out underlying mortgage loan for a material breach of a representation or warranty or a material document defect, as described under “Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions” in this information circular, if the repurchase or substitution occurs after the end of the applicable cure period (and any applicable extension of the applicable cure period). As to each Specially Serviced Mortgage Loan and REO Property, the liquidation fee will generally be payable from, and will be calculated by application of the liquidation fee rate set forth in “Description of the Certificates—Fees and Expenses” in this information circular to, the related payment or proceeds, exclusive of liquidation expenses.

However, no liquidation fee will be payable based on, or out of, proceeds received in connection with—

- the purchase of a Defaulted Loan if the purchaser is the related directing certificateholder and such party purchases such underlying mortgage loan within 90 days after the special servicer provides the initial Fair Value Notice described in “—Realization Upon Mortgage Loans—Purchase Option” below, or at any time if the purchaser is Freddie Mac or the related Junior Loan Holder (or another holder of a related Junior Loan) as described under “—Realization Upon Mortgage Loans—Purchase Option” below;
- the repurchase or replacement of any underlying mortgage loan for a material breach of a representation or warranty or a material document defect as described under “Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions” in this information circular, within the applicable cure period (and any applicable extension of the applicable cure period); or
- the purchase of all of the underlying mortgage loans and REO Properties in any Loan Group by the applicable Controlling Class Majority Holder (excluding Freddie Mac), the special servicer or any Third Party Master Servicer in connection with the retirement of the related Certificate Group, as described under “—Retirement” below.

Although liquidation fees are intended to provide the special servicer with an incentive to better perform its duties, the payment of any liquidation fee will reduce amounts payable to the certificateholders in the related Certificate Group.

The right of the Primary Special Servicer and the Backup Special Servicer to receive the related special servicing fee and the special servicer surveillance fee may not be transferred in whole or in part except in connection with the transfer of all of such special servicer’s responsibilities and obligations under the Pooling and Servicing Agreement. However, the Primary Special Servicer or the Backup Special Servicer may, subject to the above-described prohibition on transfers of the right to receive the special servicing fee and the special servicer surveillance fee, enter into one or more arrangements to assign to another person (including, without limitation, any certificateholder or an affiliate of any certificateholder), or to provide for the payment by the Primary Special Servicer or the Backup Special Servicer to such person, of all or a portion of the Primary Special Servicer’s or Backup Special Servicer’s compensation (excluding the special servicing fee or the special servicer surveillance fee, as described above) under the Pooling and Servicing Agreement, *provided*, that any such assignment or provision will not be binding on any successor Primary Special Servicer or Backup Special Servicer or any other party to the Pooling and Servicing Agreement.

Additional Servicing Compensation. The master servicer may retain, as additional compensation, any Prepayment Interest Excesses received with respect to the underlying mortgage loans, but only to the extent that such Prepayment Interest Excesses are not needed to offset Prepayment Interest Shortfalls, as described under “—Prepayment Interest Shortfalls” above. The master servicer may also retain all the Transfer Processing Fees collected on or with respect to any underlying mortgage loans that are not Specially Serviced Mortgage Loans (a portion of which may be payable to a sub-servicer under a related Sub-Servicing Agreement).

Any late payment charges and Default Interest actually collected on an underlying mortgage loan and that are not otherwise applied as described in the last paragraph under “Description of the Certificates—Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses” in this information circular, will be allocated between the master servicer and the special servicer as additional compensation in accordance with the Pooling and Servicing Agreement.

Transfer Fees and collateral substitution fees collected on the underlying mortgage loans (other than Specially Serviced Mortgage Loans) will be allocated (i) solely to the master servicer (a portion of which may be payable to a sub-servicer under a related Sub-Servicing Agreement) or (ii) between the master servicer (a portion of which may be payable to a sub-servicer under a related Sub-Servicing Agreement) and the applicable Approved Directing Certificateholder (if any) as shown under “Description of the Certificates—Fees and Expenses” in this information circular.

Any extension fees, modification fees, assumption fees, assumption application fees, earnout fees, consent/waiver fees and other comparable transaction fees and charges collected on the Specially Serviced Mortgage

Loans will be allocated to the special servicer, as shown under “Description of the Certificates—Fees and Expenses” in this information circular.

The master servicer will be authorized to invest or direct the investment of funds held in its collection account, or in any escrow and/or reserve account maintained by it, in Permitted Investments. See “—Collection Account” below. The master servicer—

- will generally be entitled to retain any interest or other income earned on those funds; and
- will be required to cover any losses of principal from its own funds, to the extent those losses are incurred with respect to investments made for the master servicer’s benefit, but the master servicer is not required to cover any losses caused by the insolvency of the depository institution or trust company holding such account so long as (i) such depository institution or trust company (a) satisfied the requirements set forth in the Pooling and Servicing Agreement at the time such investment was made and (b) is neither the master servicer nor an affiliate of the master servicer and (ii) such insolvency occurs within 30 days of the date on which such depository institution or trust company no longer satisfies the requirements set forth in the Pooling and Servicing Agreement.

The special servicer will be authorized to invest or direct the investment of funds held in its REO account in Permitted Investments. See “—Realization Upon Mortgage Loans—REO Account” below. The special servicer—

- will generally be entitled to retain any interest or other income earned on those funds; and
- will be required to cover any losses of principal from its own funds, to the extent those losses are incurred with respect to investments made for the special servicer’s benefit, but the special servicer is not required to cover any losses caused by the insolvency of the depository institution or trust company holding the REO accounts so long as (i) such depository institution or trust company (a) satisfied the requirements set forth in the Pooling and Servicing Agreement at the time such investment was made and (b) is neither the Primary Special Servicer nor the Backup Special Servicer and is neither an affiliate of the Primary Special Servicer nor an affiliate of the Backup Special Servicer and (ii) such insolvency occurs within 30 days of the date on which such depository institution or trust company no longer satisfies the requirements set forth in the Pooling and Servicing Agreement.

Servicing Advances. With respect to each underlying mortgage loan, in accordance with the Servicing Standard, the master servicer will be obligated, if and to the extent necessary and not otherwise advanced by the Senior Loan Master Servicer or the Junior Loan master servicer, to advance all such amounts as are necessary to pay, among other things, (i) premiums on insurance policies with respect to the related mortgaged real property; (ii) operating, leasing, managing and liquidation expenses for the mortgaged real property after it has become an REO Property; (iii) the cost of environmental inspections with respect to the mortgaged real property; (iv) real estate taxes, assessments and other items that are or may become a lien on the mortgaged real property; (v) the costs and expenses of any enforcement or judicial proceedings with respect to that underlying mortgage loan, including foreclosure and similar proceedings; (vi) the cost of appraisals with respect to such mortgaged real property, (vii) Senior Loan and Junior Loan cure payments in accordance with the terms of an intercreditor agreement and (viii) any other amount required to be paid as a servicing advance or expressly deemed to be a servicing advance under the Pooling and Servicing Agreement (each, a “Servicing Advance”). The special servicer will have no obligation to make any Servicing Advance.

With respect to any underlying mortgage loan that has a related Junior Loan and is subject to an intercreditor agreement that allows the issuing entity to cure defaults on the related Junior Loan, any advance made by the master servicer or the special servicer to exercise the issuing entity’s rights under such intercreditor agreement to cure any such default on the Junior Loan will be limited to the monthly debt service payments on the Junior Loan and will be expressly deemed to be a Servicing Advance. This monthly debt service payment limitation does not apply to defaults under the related Junior Loan which are also defaults under the underlying mortgage loan and as to which the Servicing Advance is being made pursuant to the related underlying mortgage loan documents and not solely to cure the default on the Junior Loan. In addition, with respect to any underlying mortgage loan that is subject to any related intercreditor agreement that allows the issuing entity to cure defaults on the related Senior Loan(s), any advance made by the master servicer or the special servicer to cure any such default on the Senior Loan(s) will be expressly deemed to be a Servicing Advance. Any Servicing Advance that is proposed or made in order to cure a

default on such Senior Loan(s) or any Junior Loan is subject to the same application, reimbursements and nonrecoverability determinations as any other Servicing Advance made under the Pooling and Servicing Agreement. Any Servicing Advance made to cure a default on a Senior Loan or Junior Loan will be subject to the consent of the applicable Approved Directing Certificateholder (if any).

Any and all customary, reasonable and necessary out-of-pocket costs and expenses (including for the remediation of any adverse environmental circumstance or condition at any of the mortgaged real properties) incurred by the master servicer or the special servicer in connection with the servicing of an underlying mortgage loan if a default, delinquency or other unanticipated event has occurred or is reasonably foreseeable, or in connection with the administration of any REO Property in the issuing entity, will be Servicing Advances. Servicing Advances will be reimbursable from future payments and other collections, including insurance proceeds, condemnation proceeds and Liquidation Proceeds, received in connection with the related underlying mortgage loan or REO Property, except as described below with respect to Nonrecoverable Servicing Advances.

The special servicer will request the master servicer to make required Servicing Advances with respect to a Specially Serviced Mortgage Loan or REO Property on a monthly basis (except for Servicing Advances required on an emergency basis). The special servicer must make the request not less than five Business Days prior to the date the subject advance is required to be made (except for Servicing Advances required on an emergency basis). The master servicer must make the requested Servicing Advance within a specified number of days following the master servicer's receipt of the request. The special servicer will be required to provide the master servicer any information in its possession as the master servicer may reasonably request to enable the master servicer to determine whether a requested Servicing Advance would be recoverable from expected collections on the Specially Serviced Mortgage Loan or REO Property.

To the extent that the master servicer fails to make a Servicing Advance that it is required to make under the Pooling and Servicing Agreement and a responsible officer of the trustee has received written notice or has actual knowledge of such failure the trustee will be required to make such Servicing Advance pursuant to the Pooling and Servicing Agreement no later than one Business Day following the master servicer's failure to make such Servicing Advances by expiration of the applicable cure period as described under “—Events of Default” below.

Despite the foregoing discussion, neither the trustee nor the master servicer will be obligated to make Servicing Advances that, in the judgment of the master servicer, the special servicer or the trustee (in accordance with the Servicing Standard in the case of the judgment of the master servicer or the special servicer, as applicable, or in accordance with good faith business judgment in the case of the judgment of the trustee), would not be ultimately recoverable from expected collections on the related underlying mortgage loan or REO Property. If the master servicer or the trustee makes a Servicing Advance with respect to any underlying mortgage loan or related REO Property (including any such Servicing Advance that is a Workout-Delayed Reimbursement Amount), that the master servicer, the trustee or the special servicer subsequently determines (in accordance with the Servicing Standard in the case of the determination of the master servicer or the special servicer, as applicable, or in accordance with good faith business judgment in the case of the trustee) is not recoverable from expected collections on that underlying mortgage loan or REO Property (or, if such advance becomes a Workout-Delayed Reimbursement Amount, out of collections of principal on all the underlying mortgage loans in the related Loan Group after the application of those principal payments and collections to reimburse any party for a Nonrecoverable Advance) (any such Servicing Advance, a “Nonrecoverable Servicing Advance”), the master servicer or the trustee, as applicable, may obtain reimbursement for that advance, together with interest on that advance, out of general collections on the related Loan Group. In making such determination, the master servicer, the trustee or the special servicer, as applicable, may take into account a range of relevant factors, including, among other things, (i) the existence of any outstanding Nonrecoverable Advance or Workout-Delayed Reimbursement Amount on any underlying mortgage loan or REO Loan in the related Loan Group, (ii) the obligations of the borrower under the related underlying mortgage loan, (iii) the related mortgaged real property in its “as is” condition, (iv) future expenses, (v) the timing of recoveries and (vi) that the underlying mortgage loan is a junior lien mortgage loan. Any reimbursement of a Nonrecoverable Servicing Advance (including interest accrued on such amount) will be deemed to be reimbursed first from payments and other collections of principal on the underlying mortgage loans in the related Loan Group (thereby reducing the amount of principal otherwise distributable on the Principal Balance Certificates in the related Certificate Group on the related distribution date) prior to the application of any other general collections on the underlying mortgage loans in the related Loan Group against such reimbursement. The

special servicer's determination that a previously made or proposed Servicing Advance is a Nonrecoverable Servicing Advance will be conclusive and binding on the master servicer and the trustee. Prior to or absent such a determination by the special servicer, each of the master servicer and the trustee will be entitled to make its own determination that a Servicing Advance is a Nonrecoverable Servicing Advance, and neither the special servicer nor any other party may require the master servicer or the trustee to make any Servicing Advance that the master servicer or the trustee has determined to be a Nonrecoverable Servicing Advance. In addition, the trustee will be entitled to conclusively rely on the master servicer's or the special servicer's determination that a Servicing Advance is a Nonrecoverable Servicing Advance.

However, instead of obtaining reimbursement out of general collections on the related Loan Group immediately, the master servicer or the trustee, as applicable, may, in its sole discretion, elect to obtain reimbursement for a Nonrecoverable Servicing Advance over a period of time (not to exceed six months without the consent of the applicable Approved Directing Certificateholder (if any) or 12 months in any event), with interest on such amount at the Prime Rate. At any time after such a determination to obtain reimbursement over time in accordance with the preceding sentence, the master servicer or the trustee, as applicable, may, in its sole discretion, decide to obtain reimbursement from general collections on the related Loan Group immediately. In general, such a reimbursement deferral will only be permitted under the Pooling and Servicing Agreement if and to the extent that the subject Nonrecoverable Servicing Advance, after taking into account other outstanding Nonrecoverable Advances, could not be reimbursed with interest out of payments and other collections of principal on the related Loan Group during the current Collection Period. The fact that a decision to recover a Nonrecoverable Servicing Advance over time, or not to do so, benefits some classes of certificateholders of the related Certificate Group to the detriment of other classes of certificateholders of the related Certificate Group will not constitute a violation of the Servicing Standard or a breach of the terms of the Pooling and Servicing Agreement by any party to the Pooling and Servicing Agreement, or a violation of any duty owed to the certificateholders by any party to the Pooling and Servicing Agreement.

In addition, in the event that any Servicing Advance becomes a Workout-Delayed Reimbursement Amount, the master servicer or the trustee, as applicable, will be entitled to reimbursement for such advance and interest accrued on such advance (even though that advance is not deemed a Nonrecoverable Servicing Advance), on a monthly basis, out of – but solely out of – payments and other collections of principal on all the underlying mortgage loans in the related Loan Group after the application of those principal payments and collections to reimburse any party for any Nonrecoverable Advance, prior to any distributions of principal on the related Loan Group Certificates. If any such advance is not reimbursed in whole due to insufficient principal collections during the related Collection Period, the portion of that advance which remains unreimbursed will be carried over (with interest on such amount continuing to accrue) for reimbursement in the following Collection Period (to the extent of principal collections available for that purpose). If any such advance, or any portion of any such advance, is determined, at any time during this reimbursement process, to be a Nonrecoverable Advance, then the master servicer or the trustee, as applicable, will be entitled to immediate reimbursement as a Nonrecoverable Advance from general collections on the related Loan Group in an amount equal to the portion of that advance that remains outstanding, plus accrued interest.

The master servicer is permitted (or is required to, at the direction of the special servicer if a Specially Serviced Mortgage Loan or REO Property is involved) to pay directly out of its collection account from amounts attributable to the related Loan Group any servicing expense that, if advanced by the master servicer, would not be recoverable from expected collections on the related underlying mortgage loan or REO Property. This is only to be done, however, when the master servicer, or the special servicer if a Specially Serviced Mortgage Loan or REO Property is involved, has determined in accordance with the Servicing Standard that making the payment is in the best interests of the holders of certificates in the related Certificate Group as a collective whole.

The master servicer will not be required to make any Servicing Advance if such amounts to which the proposed Servicing Advance relate were previously advanced by or on behalf of a holder of the related Senior Loan or Junior Loan Holder, except for purposes of curing a default of the Senior Loan or the Junior Loan.

The master servicer, the special servicer and the trustee will be entitled to receive interest on Servicing Advances made by them. The interest will accrue on the amount of each Servicing Advance for so long as the Servicing Advance is outstanding, at a rate *per annum* equal to the Prime Rate. Interest accrued with respect to any Servicing Advance made with respect to any underlying mortgage loan or the related mortgaged real property will be payable in connection with the reimbursement of that Servicing Advance—

- *first*, out of any Default Interest and late payment charges collected on that underlying mortgage loan subsequent to the accrual of that advance interest, and
- *then*, at the time or after the advance has been reimbursed, if and to the extent that the Default Interest and late payment charges referred to in the prior bullet point are insufficient to cover the advance interest, out of any amounts on deposit in the collection account attributable to the related Loan Group.

Enforcement of “Due-on-Sale” and “Due-on-Encumbrance” Clauses

The special servicer, with respect to the Specially Serviced Mortgage Loans, and the master servicer, with respect to the other underlying mortgage loans, each will be required to determine, in a manner consistent with the Servicing Standard, whether to exercise or waive any right the lender may have under either a due-on-sale or due-on-encumbrance clause to accelerate payment of that underlying mortgage loan. Generally, the master servicer or the special servicer (in the case of any Specially Serviced Mortgage Loan), will be required to enforce such due-on-sale or due-on-encumbrance clause, unless the master servicer or the special servicer, as applicable, determines, in accordance with the Servicing Standard, and subject to the applicable provisions of the Pooling and Servicing Agreement, that (i) not declaring an event of default (as defined in the related loan documents) or (ii) granting its consent, in its reasonable judgment, would be consistent with the Servicing Standard. In addition, the master servicer or the special servicer, as applicable, may not waive its rights under a due-on-sale or due-on-encumbrance clause unless the related borrower or a third party, but in no event the issuing entity, pays all related expenses with respect to such waiver. Furthermore, neither the master servicer nor the special servicer may waive its rights or grant its consent under any due-on-sale or due-on-encumbrance clause, other than as expressly permitted pursuant to the Pooling and Servicing Agreement, without the consent of the applicable Approved Directing Certificateholder (if any) in the case of any Specially Serviced Mortgage Loan (subject to the last two paragraphs of “—Realization Upon Mortgage Loans—Asset Status Report” below with respect to any Affiliated Borrower Loan), *provided* that such Approved Directing Certificateholder (if any) provides such consent within the time period specified in the Pooling and Servicing Agreement.

Before the master servicer or the special servicer may waive any rights under a “due-on-sale” or “due-on-encumbrance” clause, the master servicer or the special servicer, as applicable, must complete the following:

- with respect to any underlying mortgage loan that is not a Specially Serviced Mortgage Loan, the master servicer has provided notice to the special servicer, the applicable directing certificateholder and Freddie Mac, and with respect to Specially Serviced Mortgage Loans, the special servicer, has provided notice to the applicable directing certificateholder and Freddie Mac;
- with respect to any Specially Serviced Mortgage Loan, the special servicer has (i) provided the applicable Approved Directing Certificateholder with its written recommendation and analysis and any other information and documents reasonably requested by such Approved Directing Certificateholder or (ii) if there is no applicable Approved Directing Certificateholder, the special servicer has provided the applicable directing certificateholder with notice (which may be by electronic mail) of its decision in accordance with the Pooling and Servicing Agreement;
- with respect to any Specially Serviced Mortgage Loans, the applicable Approved Directing Certificateholder (if any) has approved such waiver; *provided, however*, that, (i) if such Approved Directing Certificateholder does not approve or disapprove such waiver within five Business Days of its receipt of the special servicer’s recommendation and analysis and the documents described above, then the waiver will be deemed approved, (ii) with respect to any waiver related to a Requested Transfer discussed under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Due-on-Sale and Due-on-Encumbrance Provisions,” such approval will not be unreasonably withheld and (iii) if such Approved Directing Certificateholder concludes that a Requested Transfer does not satisfy the criteria set forth in the Pooling and Servicing Agreement, then within five

Business Days of its receipt of the special servicer's recommendation and analysis, such Approved Directing Certificateholder will so indicate to the special servicer in writing (with a copy to the master servicer and Freddie Mac) and will cite the specific criteria set forth which it believes such Requested Transfer does not meet;

- with respect to any non-Specially Serviced Mortgage Loan, the master servicer has provided the special servicer and the applicable directing certificateholder with a copy of its written decision. For the avoidance of doubt, the consent of the applicable Approved Directing Certificateholder (if any) will not be required for any non-Specially Serviced Mortgage Loan; and
- upon waiving any such "due-on-sale" or "due-on-encumbrance" clause, (i) with respect to any non-Specially Serviced Mortgage Loan, the master servicer, or (ii) with respect to any Specially Serviced Mortgage Loan, the special servicer, has notified the related directing certificateholder (unless such waiver was approved by any Approved Directing Certificateholder pursuant to the third bullet point above).

Subject to the five Business Day period described above, the Pooling and Servicing Agreement provides that the applicable Approved Directing Certificateholder (if any) may, at its own expense, request that the Directing Certificateholder Servicing Consultant prepare and deliver to it a recommendation relating to such waiver request. In providing a recommendation in response to any such request, the Directing Certificateholder Servicing Consultant will be acting as a consultant to such Approved Directing Certificateholder and any such recommendation provided will not be subject to the Servicing Standard. The Directing Certificateholder Servicing Consultant will have no duty or liability to any certificateholder other than such Approved Directing Certificateholder in connection with any recommendation it gives such Approved Directing Certificateholder or actions taken by any party as a result of such consultation services provided to such Approved Directing Certificateholder as contemplated above. In no event will any expenses incurred by the Directing Certificateholder Servicing Consultant be an expense of the issuing entity.

With respect to any non-Specially Serviced Mortgage Loan and in connection with the master servicer's review, consent and/or approval of any Transfer Processing Fee Transaction, the master servicer may as a condition to reviewing any such request by a borrower require that such borrower pay to it as additional servicing compensation, or otherwise, the Transfer Processing Fee. In addition, if the related loan documents require lender consent to a borrower's request for an assumption or waiver of a "due-on-sale" clause with respect to any loan, the master servicer may require that such borrower pay to it as additional servicing compensation, or otherwise, the Transfer Fee; provided that notwithstanding anything to the contrary in the related loan documents, the master servicer may not require a borrower to pay a Transfer Fee in excess of \$250,000 in connection with any single transaction. The master servicer is not permitted to waive any Transfer Fee set forth in the related loan documents without the consent of the applicable Approved Directing Certificateholder (if any) or Affiliated Borrower Loan Directing Certificateholder, as applicable, if the consent or review of the applicable Approved Directing Certificateholder or Affiliated Borrower Loan Directing Certificateholder, as applicable, is required with respect to the related Transfer.

If the loan documents do not expressly permit an assumption of the related underlying mortgage loan or the incurrence of subordinate debt, the master servicer or the special servicer, as applicable, will be required to receive confirmation from the applicable Approved Directing Certificateholder (if any) (which confirmation must be provided within the time periods specified in the Pooling and Servicing Agreement and, with respect to a requested assumption, which confirmation may not be unreasonably withheld) that the conditions to such assumption or additional subordinate financing of the underlying mortgage loan have been met prior to (i) agreeing to a requested assumption of an underlying mortgage loan or (ii) agreeing to the incurrence of additional subordinate financing (subject to the last two paragraphs of "—Realization Upon Mortgage Loans—Asset Status Report" below with respect to any Affiliated Borrower Loan).

Modifications, Waivers, Amendments and Consents

The Pooling and Servicing Agreement will permit the master servicer or the special servicer, as applicable, to modify, waive or amend any term of any underlying mortgage loan if it determines in accordance with the Servicing Standard and any related intercreditor agreement, that it is appropriate to do so. However, no such modification, waiver or amendment of a non-Specially Serviced Mortgage Loan may—

- affect the amount or timing of any scheduled payments of principal, interest or other amounts (including Yield Maintenance Charges and Static Prepayment Premiums) payable under the underlying mortgage loan, with limited exceptions generally involving the waiver of Default Interest and late payment charges;
- affect the obligation of the related borrower to pay a Yield Maintenance Charge or Static Prepayment Premium or permit a principal prepayment during the applicable lockout period;
- result in a release of the lien of the related mortgage on any material portion of such mortgaged real property without a corresponding principal prepayment, except as expressly provided by the related loan documents, in connection with a pending or threatened condemnation or in connection with a material adverse environmental condition at the related mortgaged real property;
- in the judgment of the master servicer or the special servicer, as applicable, materially impair the security for the underlying mortgage loan or reduce the likelihood of timely payment of amounts due on such underlying mortgage loan; or
- violate the terms of any related intercreditor agreement.

In addition, with respect to any underlying mortgage loan, except as provided in paragraph below, neither the master servicer nor the special servicer will consent to, make or permit any modification that would (i) change the mortgage interest rate, (ii) reduce or increase the principal balance (except for reductions resulting from actual payments of principal) or (iii) forebear from enforcing the final maturity date of an underlying mortgage loan for more than 60 days without the consent of applicable the Approved Directing Certificateholder (if any) (and in the case of the master servicer, with the consent of the special servicer); *provided, however*, that the consent of Freddie Mac, in its sole discretion, will also be required to extend the final maturity date of any underlying mortgage loan beyond 12 months from the original maturity date of such underlying mortgage loan, with notice of such determination delivered to the Approved Directing Certificateholder (if any) by the special servicer; however, if the final maturity date of a related Senior Loan has been extended, the master servicer or the special servicer, as applicable, may extend the maturity date of an underlying mortgage loan beyond 12 months from such underlying mortgage loan's original maturity date to be coterminous with the extended maturity date of the related Senior Loan without the consent of Freddie Mac, but only with the consent of the applicable Approved Directing Certificateholder (if any).

However, despite the discussion above, the master servicer or the special servicer, as applicable, may agree to any such modification, waiver or amendment discussed above only if (i) in the reasonable judgment of the master servicer or the special servicer, as applicable, such modification, waiver or amendment is reasonably likely to produce a greater (or equal) recovery to the certificateholders; and (ii) either (a) the underlying mortgage loan is in default, default is reasonably foreseeable or the master servicer or the special servicer, as applicable, reasonably determines that a significant risk of default exists within the meaning of the REMIC Provisions, and after such modification, waiver or amendment the underlying mortgage loan does not fail to qualify as a "qualified mortgage" within the meaning of the REMIC Provisions subject to and in accordance with the requirements of applicable REMIC Provisions (and such servicer may rely on an opinion of counsel in making such determination); *provided* that a release of the lien on any portion of a mortgaged real property (whether prior to or following a default) must satisfy the requirements of the following clause (as determined by the master servicer or the special servicer, as applicable) or (b) the master servicer or the special servicer, as the case may be, has determined (and may rely on an opinion of counsel in making such determination) that such modification, waiver or amendment will not be a "significant modification" of the subject underlying mortgage loan within the meaning of Section 1.860G-2(b) of the regulations promulgated by Treasury ("Treasury Regulations") and will not cause the applicable Trust REMIC to fail to qualify as a REMIC or subject such Trust REMIC to any tax. In order to meet these requirements, in the case of a release of real property collateral securing an underlying mortgage loan, the master servicer or the special servicer, as applicable, will be required to observe the REMIC requirements pertaining to a required payment of principal if the related loan-to-value ratio (as determined pursuant to the following paragraph) immediately after such release exceeds 125%.

In connection with (i) the release of any portion of the mortgaged real property securing any underlying mortgage loan from the lien of such underlying mortgage loan or (ii) the taking of any portion of the mortgaged real property securing any underlying mortgage loan by exercise of the power of eminent domain or condemnation, if the loan documents require the master servicer or the special servicer, as applicable, to calculate (or to approve the

calculation of the related borrower of) the loan-to-value ratio of the remaining mortgaged real property securing such underlying mortgage loan or the fair market value of the real property constituting the remaining mortgaged real property securing such underlying mortgage loan, for purposes of REMIC qualification of the related underlying mortgage loan, then such calculation will be required to include only the value of the real property constituting the remaining mortgaged real property securing such underlying mortgage loan, which value must first be reduced by (a) the outstanding principal balance of all related Senior Loans and (b) a proportionate amount of the outstanding principal balance of any loan secured by the same mortgaged real property that is at the same level of priority with the underlying mortgage loan. If following any such release or taking, the loan-to-value ratio as so calculated is greater than 125%, the master servicer or the special servicer, as applicable, will either (1) obtain a payment of principal of the underlying mortgage loan subject to the release or taking (including, in the case of a taking, by notifying Freddie Mac pursuant to the following paragraph) by a “qualified amount” as determined under Revenue Procedure 2010-30 or successor provisions, as provided in the following paragraph or (2) in the case of a taking, cause the sale of such underlying mortgage loan pursuant to a Partial Condemnation Sale unless the master servicer or the special servicer, as applicable, receives an opinion of counsel that if such amount is not paid or such underlying mortgage loan is not sold, the related underlying mortgage loan will not fail to be a “qualified mortgage” within the meaning of Section 860G(a)(3) of the Code.

Generally, the loan documents do not obligate the borrowers to make a payment from their own funds of a “qualified amount” in the event of a partial taking or partial condemnation of a mortgaged real property. If, after giving effect to a partial taking or partial condemnation (but taking into account any proposed restoration), the loan-to-value ratio (as calculated pursuant to the preceding paragraph) would be greater than 125%, if the related underlying mortgage loan (“Partial Condemnation Loan”) is not in default, the applicable servicer will be required to promptly notify Freddie Mac that a paydown by a “qualified amount” is required. Freddie Mac will be obligated under the mortgage loan purchase agreement to promptly use commercially reasonable efforts to cause the related borrower to make a payment of principal by a “qualified amount”. In addition, under the mortgage loan purchase agreement Freddie Mac may, but is not obligated to, use its own funds (not in excess of 10% of the Cut-off Date principal balance of such underlying mortgage loan) to pay down the outstanding principal balance of such Partial Condemnation Loan for the account of (and with the consent of) the related borrower if such a payment will be sufficient to effect a payment of a “qualified amount”.

If such underlying mortgage loan is in default or if a paydown of a “qualified amount” is not made by the borrower or Freddie Mac in accordance with the preceding paragraph, or if the special servicer is otherwise unable to apply the condemnation proceeds to pay down the underlying mortgage loan in accordance with the terms of the loan documents, the master servicer or the special servicer, as applicable, will be required to sell the Partial Condemnation Loan. If such underlying mortgage loan is in default, the applicable directing certificateholder, Freddie Mac and any related Junior Loan Holder will have purchase options (“Partial Condemnation Purchase Options”) to purchase such Partial Condemnation Loan. Such Partial Condemnation Purchase Options will generally be as described under “—Realization Upon Mortgage Loans—Purchase Option” below (but with references in such description to “Defaulted Loan” being understood to refer to the Partial Condemnation Loan). However, Freddie Mac will only be permitted to bid or pay Fair Value for such Partial Condemnation Loan, and any sale of such Partial Condemnation Loan is required to be consummated prior to the release of the taken or condemned mortgaged real property from the lien of the Partial Condemnation Loan resulting from the partial taking or condemnation.

If no such Partial Condemnation Purchase Option is exercised, the master servicer or the special servicer, as applicable, will be required to use reasonable efforts to solicit offers for such Partial Condemnation Loan in a manner that will be reasonably likely to realize a fair price. The sale will be required to occur before the release of the taken or condemned mortgaged real property from the lien of the Partial Condemnation Loan resulting from the partial taking or condemnation. If the master servicer or the special servicer, as applicable, reasonably believes that it will be unable to realize a fair price for such Partial Condemnation Loan within the time constraints imposed under the Pooling and Servicing Agreement, the master servicer or the special servicer, as applicable, will be required to dispose of such Partial Condemnation Loan within such time constraints on such terms as it reasonably deems necessary and desirable to maximize the recovery on such Partial Condemnation Loan. Freddie Mac will only be permitted to purchase the Partial Condemnation Loan for a price equal to Fair Value. The sale of a Partial Condemnation Loan by the master servicer or the special servicer, as applicable, as described in this paragraph or through the exercise of a Partial Condemnation Purchase Option is referred to as a “Partial Condemnation Sale”).

The applicable servicer will be required to determine whether a “prohibited transactions tax” within the meaning of Code Section 860F(a) has been incurred in connection with a Partial Condemnation Sale.

Despite the limitations on modifications, waivers and amendments described above, but subject to the limitations described below and the terms of all applicable intercreditor agreements, the special servicer may (or, in some cases, may consent to a request by the master servicer to), in accordance with the Servicing Standard—

- reduce the amounts owing under any Specially Serviced Mortgage Loan by forgiving principal and/or, accrued interest and/or any Yield Maintenance Charge or Static Prepayment Premiums (subject, in the case of any Static Prepayment Premiums or Yield Maintenance Charge with respect to any underlying mortgage loan in the related Loan Group, any direction of certificateholders representing a majority of the class XP and X certificates by outstanding notional amount);
- reduce the amount of the monthly payment on any Specially Serviced Mortgage Loan, including by way of a reduction in the related mortgage interest rate;
- forbear in the enforcement of any right granted under any mortgage note or mortgage relating to a Specially Serviced Mortgage Loan;
- extend the maturity of a Specially Serviced Mortgage Loan;
- permit the release or substitution of collateral for a Specially Serviced Mortgage Loan; and/or
- accept a principal prepayment during any lockout period;

provided that the related borrower is in default with respect to the Specially Serviced Mortgage Loan or such default is reasonably foreseeable (including, for this purpose, if the special servicer reasonably determines that a significant risk of default exists within the meaning of the REMIC Provisions), and in the case of a release pursuant to the fifth bullet point above, the underlying mortgage loan continues to be a “qualified mortgage” within the meaning of the REMIC Provisions, and in any case, the special servicer has determined (and may rely on an opinion of counsel in making such determination) that the modification, waiver or amendment will not be a “significant modification” of the underlying mortgage loan within the meaning of Treasury Regulations Section 1.860G-2(b) and will not cause the applicable Trust REMIC to fail to qualify as a REMIC or subject such Trust REMIC to any tax.

However, in no event will—

- the master servicer or the special servicer be permitted to extend the scheduled maturity date of any underlying mortgage loan if the interest rate on such underlying mortgage loan is less than the lower of (i) the interest rate in effect prior to such extension or (ii) the then prevailing interest rate for comparable mortgage loans;
- the master servicer be permitted to defer interest due on any underlying mortgage loan in excess of 5% of the Stated Principal Balance of such underlying mortgage loan; or
- the master servicer or the special servicer extend the scheduled maturity date of any underlying mortgage loan (i) at an interest rate less than the lower of (a) the interest rate in effect prior to such extension or (b) the then prevailing interest rates for comparable loans as determined by the applicable servicer (and with respect to the special servicer, in consultation with the applicable Approved Directing Certificateholder (if any)) by reference to available indices for commercial mortgage lending or (ii) in the case of an underlying mortgage loan secured by a leasehold estate, beyond the date that is 20 years prior to the expiration of the ground lease (after giving effect to the exercise of any extension options).

Neither the master servicer nor the special servicer may permit or modify an underlying mortgage loan that is not a Specially Serviced Mortgage Loan to permit a voluntary prepayment of an underlying mortgage loan on any day other than its due date, unless: (i) the master servicer or the special servicer also collects interest on such underlying mortgage loan through the due date following the date of such prepayment; (ii) that prepayment is otherwise permitted under the related loan documents; (iii) that principal prepayment would not result in a Prepayment Interest Shortfall; (iv) that principal prepayment is accepted by the master servicer or the special servicer at the request of or with the consent of the applicable Approved Directing Certificateholder (if any) in the case of any Specially Serviced Mortgage Loan (subject to the last two paragraphs of “—Realization Upon Mortgage

Loans—Asset Status Report” below with respect to any Affiliated Borrower Loan), or if accepted by the master servicer, with the consent of the special servicer; or (v) it is consistent with the Servicing Standard to do so.

To the extent not inconsistent with the limitations to modifications and consents contained in the Pooling and Servicing Agreement and the terms of all related intercreditor agreements, the master servicer or the special servicer, as applicable, may, consistent with the Servicing Standard, without the consent of any other party, including the applicable directing certificateholder, (i) modify, waive or amend the terms of any underlying mortgage loan, in accordance with the Servicing Standard, in order to (a) cure any non-material ambiguity or mistake in the related loan documents, (b) correct or supplement any non-material provisions in any related loan documents which may be inconsistent with any other provisions in the related loan documents or correct any non-material error or (c) waive minor covenant defaults or (ii) effect other non-material waivers, consents, modifications or amendments in the ordinary course of servicing an underlying mortgage loan, including (a) waivers of default charges, (b) approvals of routine retail leasing activities that affect less than 10% of the net rentable area of the related mortgaged real property, (c) approvals of annual budgets to operate the mortgaged real property, (d) temporary waivers of any requirements in the related loan documents with respect to insurance deductible amounts or claims-paying ability ratings of insurance providers and (e) consenting to a borrower request for a change in the property manager; *provided*, the consent of the applicable Approved Directing Certificateholder (if any) to a change in the property manager will be required for Specially Serviced Mortgage Loans, which consent will not be unreasonably withheld.

The special servicer or the master servicer, as applicable, will be required to notify the trustee and the certificate administrator among others, of any modification, waiver or amendment of any term of an underlying mortgage loan, except with respect to waivers of Default Interest or late payment charges, and must deliver to the custodian (with a copy to the master servicer) for deposit in the related mortgage file an original counterpart of the agreement related to such modification, waiver or amendment, promptly following the execution of any such modification, waiver or amendment (and, in any event, within 30 Business Days). Copies of each agreement whereby any such modification, waiver or amendment of any term of any underlying mortgage loan is effected are required to be available for review during normal business hours, upon prior request, at the offices of the master servicer or the special servicer, as applicable.

To the extent confirmation from any NRSRO is required with respect to any matter pursuant to the terms of any loan document, the master servicer or the special servicer, as applicable, will be required to waive such requirement, other than a requirement under all related intercreditor agreements.

The ability of the master servicer or the special servicer to agree to modify, waive or amend any of the terms of any underlying mortgage loan will be subject to the discussions under “—Realization Upon Mortgage Loans—Directing Certificateholders,” “—Asset Status Report” below and “Description of the Intercreditor Agreements” above.

Notwithstanding anything to the contrary in the loan documents or the Servicing Standard and except with respect to Transfer Fees, Transfer Processing Fees, collateral substitution fees, late payment charges, Default Interest, charges for beneficiary statements or demands and amounts collected for checks returned for insufficient funds, the master servicer may not as a condition to granting any request by a borrower for consent, modification, waiver or indulgence or any other matter or thing pursuant to the terms of the related loan documents (including but not limited to any transaction, matter or request involving the full or partial condemnation of the related mortgaged real property or any borrower request for consent to subject the related mortgaged real property to an easement, right of way or similar agreement for utilities, access, parking, public improvements or another purpose, Permitted Transfers and/or permitted subordinate mortgage debt), require that such borrower pay to it, or otherwise accept, as additional servicing compensation or otherwise (i) any transfer, processing, transaction, review or similar fee, (ii) any fee for additional services performed in connection with such request, including expediting or similar fees or (iii) any related costs and expenses incurred by the master servicer, other than attorneys’ fees and costs and the fees and expenses of any third-party service and/or title insurance providers and, if applicable, any NRSRO.

The special servicer may, as a condition to granting any request by a borrower for consent, modification, waiver or indulgence or any other matter or thing the granting of which is within its discretion pursuant to the terms of the related loan documents and is permitted by the terms of the Pooling and Servicing Agreement, require that such borrower pay to it (i) as additional servicing compensation, a reasonable or customary fee for the additional services performed in connection with such request (*provided* that such fee does not constitute a “significant modification” of

such underlying mortgage loan under Treasury Regulations Section 1.860G 2(b)) and (ii) any related costs and expenses incurred by it. In no event will the special servicer be entitled to payment of such fees or expenses unless such payment is collected from the related borrower.

The Pooling and Servicing Agreement provides that the applicable Approved Directing Certificateholder (if any) may, at its own expense, request that the Directing Certificateholder Servicing Consultant prepare and deliver recommendations relating to certain requests for consent to assumptions, modifications, waivers or amendments. Such Approved Directing Certificateholder will be entitled to certain borrower-paid fees in connection with such assumptions, modifications, waivers, amendments or consents. See “Description of the Certificates—Fees and Expenses” in this information circular.

Required Appraisals

Within 60 days following the occurrence of any Appraisal Reduction Event with respect to any of the underlying mortgage loans, the special servicer must use reasonable efforts to perform an internal valuation pursuant to the following paragraph or use reasonable efforts to obtain an MAI appraisal of the related mortgaged real property from an independent appraiser meeting the qualifications set forth in the Pooling and Servicing Agreement. In any event, such appraisal(s) or internal valuation(s) are required to be obtained within 120 days or such other reasonable longer time period as agreed to in writing by the applicable Approved Directing Certificateholder (if any) and Freddie Mac from the occurrence of the event that, with the passage of time, would become such Appraisal Reduction Event. In lieu of obtaining an appraisal or internal valuation pursuant to the preceding sentence, the special servicer may rely on an appraisal or internal valuation obtained or conducted by the Senior Loan Master Servicer or the Senior Loan Special Servicer so long as such appraisal or internal valuation is not more than 180 days old, the special servicer does not have reason to believe that such appraisal or internal valuation does not reflect the proper value of the mortgaged real property and such appraisal or internal valuation otherwise meets the requirements of the preceding sentence (but the cost of which will not be paid as a Servicing Advance or an expense of the issuing entity). However, no appraisal or internal valuation will be required if an appraisal had previously been obtained within the prior 12 months, and there has been no material change in the circumstances surrounding the related mortgaged real property subsequent to that appraisal that would, in the judgment of the special servicer, materially affect the value set forth in that earlier appraisal.

If the outstanding principal balance of the subject underlying mortgage loan is less than \$2,000,000, then the special servicer may perform an internal valuation of the related mortgaged real property instead of obtaining an appraisal (or in certain cases may rely on an internal valuation obtained by the Senior Loan Master Servicer or Senior Loan Special Servicer).

As a result of any appraisal or internal valuation, the master servicer may determine that an Appraisal Reduction Amount exists with respect to the subject underlying mortgage loan. If such appraisal is not received or an internal valuation is not completed, as applicable, within the time period specified above, the Appraisal Reduction Amount for the related underlying mortgage loan will be 25% of the Stated Principal Balance of such underlying mortgage loan as of the date of the related Appraisal Reduction Event. An Appraisal Reduction Amount is relevant to the determination of the amount of any advances of delinquent interest required to be made with respect to the affected underlying mortgage loan. See “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this information circular.

If an Appraisal Reduction Event occurs with respect to any underlying mortgage loan, then the special servicer will have an ongoing obligation to obtain or perform, as the case may be, within 30 days of each anniversary of the occurrence of that Appraisal Reduction Event, an update of the prior required appraisal or internal valuation, *provided*, that the special servicer may rely upon an appraisal or other valuation conducted by the Senior Loan Master Servicer or the Senior Loan Special Servicer so long as such appraisal or valuation is not more than 180 days old and the special servicer does not have reason to believe that such appraisal or valuation does not reflect the proper value of the mortgaged real property. Based on that update, the master servicer is to redetermine and report to the trustee, the certificate administrator, the Guarantor and the special servicer the new Appraisal Reduction Amount, if any, with respect to the subject underlying mortgage loan. This ongoing obligation will cease if and when—

- the underlying mortgage loan has become a Corrected Mortgage Loan as contemplated under “—Servicing Under the Pooling and Servicing Agreement” above and has remained current for 12 consecutive monthly payments under the terms of the workout; and
- no other Servicing Transfer Event or Appraisal Reduction Event has occurred with respect to the underlying mortgage loan during the preceding three months.

The cost of each required appraisal, and any update of that appraisal, will be advanced by the master servicer, at the direction of the special servicer, and will be reimbursable to the master servicer as a Servicing Advance.

Collection Account

General. The master servicer will be required to establish and maintain a collection account for purposes of holding payments and other collections that it receives with respect to the underlying mortgage loans. Each collection account must be maintained in a manner and with a depository institution that meets the requirements of the Pooling and Servicing Agreement.

The funds held in the collection account may be held as cash or invested in Permitted Investments. Subject to the limitations in the Pooling and Servicing Agreement, any interest or other income earned on funds in the collection account will be paid to the master servicer as additional compensation. See “—Servicing and Other Compensation and Payment of Expenses—Additional Servicing Compensation” above.

Deposits. The master servicer must deposit or cause to be deposited in its collection account on a daily basis in the case of payments from the borrowers and other collections on the underlying mortgage loans, or as otherwise required under the Pooling and Servicing Agreement, the following payments and collections received or made by or on behalf of the master servicer with respect to the underlying mortgage loans for which it is responsible, subsequent to the Closing Date —

- all principal payments collected, including principal prepayments;
- all interest payments collected, including late payment charges and Default Interest (net of master servicing fees, sub-servicing fees, master servicer surveillance fees, special servicing fees, special servicer surveillance fees, and in respect of late payment charges and Default Interest, net of amounts used to offset interest on any advances);
- any Static Prepayment Premiums and Yield Maintenance Charges;
- any proceeds received under any property damage, flood, title or other insurance policy that provides coverage with respect to a mortgaged real property or the related underlying mortgage loan, and all proceeds received in connection with the condemnation or the taking by right of eminent domain of a mortgaged real property, in each case to the extent not required to be applied to the restoration of the related mortgaged real property or released to the related borrower;
- any amounts received and retained in connection with the liquidation of a Defaulted Loan by foreclosure, deed-in-lieu of foreclosure or as otherwise contemplated under “—Realization Upon Mortgage Loans” below, in each case to the extent not required to be returned to the related borrower;
- any amounts paid by the mortgage loan seller in connection with the repurchase or replacement of, or the curing of any breach of a representation and warranty with respect to, an underlying mortgage loan by that

party as described under “Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions” in this information circular;

- any amounts paid to purchase or otherwise acquire all the underlying mortgage loans and any REO Properties in any Loan Group in connection with the retirement of the related Certificate Group as contemplated under “—Retirement” below;
- any amounts required to be deposited by the master servicer in connection with losses incurred with respect to Permitted Investments of funds held in its collection account;
- all payments required to be paid by the master servicer or received from the special servicer with respect to any deductible clause in any blanket property damage insurance policy or master lender placed property damage insurance policy, as described under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Property Damage, Liability and Other Insurance” in this information circular;
- any amount transferred by the special servicer from its REO account with respect to the REO Properties; and
- with respect to underlying mortgage loans in the Floating Loan Group, any payments received from an interest rate cap provider with respect to any interest rate cap agreement.

Upon its receipt and identification of any of the amounts described in the prior paragraph (other than in connection with a clean-up call) with respect to any Specially Serviced Mortgage Loan, the special servicer is required to remit those identified amounts within one Business Day to the master servicer for deposit in the collection account.

Withdrawals. The master servicer may make withdrawals from its collection account for any of the following purposes (to the extent that each of the following is to be paid from the collection account in accordance with the terms of the Pooling and Servicing Agreement), which are not listed in any order of priority:

1. to remit to the certificate administrator for deposit in the distribution account, as described under “Description of the Certificates—Distribution Account” in this information circular, on the Remittance Date, all payments and other collections on the underlying mortgage loans and any REO Properties that are then on deposit in the collection accounts, exclusive of any portion of those payments and other collections that represents one or more of the following—
 - (i) monthly debt service payments due on a due date subsequent to the end of the related Collection Period;
 - (ii) payments and other collections received by or on behalf of the issuing entity after the end of the related Collection Period; and
 - (iii) amounts that are payable or reimbursable from the collection account to any person other than the certificateholders in accordance with any of clauses 2 through 22 below;
2. to the extent not previously reimbursed by any holder of the related Senior Loan or Junior Loan Holder, to reimburse itself or the trustee, as applicable, for any unreimbursed advances made by that party with respect to the mortgage pool, as described under “—Servicing and Other Compensation and Payment of Expenses” above and “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this information circular, with that reimbursement to be made out of collections on the underlying mortgage loan or REO Property as to which the advance was made;
3. to pay (i) itself, any sub-servicer and/or the holder of the Securitization Compensation Right (if different from the sub-servicer), as applicable, any accrued and unpaid master servicing fees, sub-servicing fees, master servicer surveillance fees or Securitization Compensation with respect to each underlying mortgage loan and (ii) the special servicer accrued and unpaid special servicer surveillance fees, with the payments under clause (i) or clause (ii) to be made out of collections on that underlying mortgage loan or REO Loan, as applicable, that represent payments of interest;
4. to pay itself, any sub-servicer, the special servicer and/or the holder of the Securitization Compensation Right (if different from the sub-servicer), as applicable, from funds attributable to the related Loan

Group, any master servicing fees, sub-servicing fees, master servicer surveillance fees, special servicer surveillance fees or Securitization Compensation with respect to each underlying mortgage loan or REO Loan that remain unpaid in accordance with clause 3 above following a final recovery determination made with respect to such underlying mortgage loan or the related REO Property and the deposit into the collection account of all amounts received in connection with such final recovery determination;

5. to pay the special servicer, out of general collections from the applicable Loan Group, accrued and unpaid special servicing fees with respect to each underlying mortgage loan in such Loan Group that is either a Specially Serviced Mortgage Loan or an REO Loan;
6. to pay the special servicer accrued and unpaid workout fees and liquidation fees to which it is entitled, with that payment to be made from the sources described under “—Servicing and Other Compensation and Payment of Expenses” above;
7. to reimburse itself or the trustee, as applicable, out of general collections on the related Loan Group, for any unreimbursed advance made by that party with respect to such Loan Group as described under “—Servicing and Other Compensation and Payment of Expenses” above and “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this information circular, which advance has been determined not to be ultimately recoverable under clause 2 above (or, if the subject underlying mortgage loan has been worked out and returned to performing status, is not recoverable under clause 2 above by the time it is returned to performing status) out of collections on the related underlying mortgage loan or REO Property; *provided* that any such reimbursement is required to be made as and to the extent described under “—Servicing and Other Compensation and Payment of Expenses” above, in the case of a Servicing Advance, or “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this information circular, in the case of a P&I Advance;
8. to pay itself or the trustee, as applicable, out of general collections on the related Loan Group unpaid interest accrued on any P&I Advance or Servicing Advance made by that party with respect to such Loan Group (generally at or about the time of reimbursement of that advance); *provided* that, in the case of any advance reimbursed as described in clause 7 above, the payment of any interest on such advance is to be made as and to the extent described under “—Servicing and Other Compensation and Payment of Expenses” above, in the case of interest on any such advance that is a Servicing Advance, or “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this information circular, in the case of interest on any such advance that is a P&I Advance;
9. to pay itself, the special servicer, the applicable Approved Directing Certificateholder(s) or any Affiliated Borrower Loan Directing Certificateholder, as applicable, any items of additional servicing compensation on deposit in the collection account as discussed under “—Servicing and Other Compensation and Payment of Expenses—Additional Servicing Compensation” above;
10. to pay any unpaid liquidation expenses incurred with respect to any liquidated underlying mortgage loan or REO Property in the issuing entity from general collections on the related Loan Group;
11. to pay, out of general collections on the related Loan Group, any servicing expenses that would, if advanced, be nonrecoverable under clause 2 above;
12. to pay, out of general collections on the related Loan Group, for costs and expenses incurred by the issuing entity due to actions taken pursuant to any environmental assessment, in accordance with the Pooling and Servicing Agreement;
13. to pay Freddie Mac (in its capacity as servicing consultant), itself (and certain indemnified sub-servicers), the Primary Special Servicer, the Backup Special Servicer, the trustee, the certificate administrator, the depositor or any of their respective affiliates, directors, general or limited partners, members, managers, shareholders, officers, employees, controlling persons and agents, as the case may be, out of general collections on the related Loan Group, any of the reimbursements or indemnities to which such other persons or entities are entitled, subject to the relevant Aggregate Annual Cap, as described under “—Certain Indemnities” below;
14. to pay, out of general collections on the related Loan Group, for (i) the costs of various opinions of counsel related to the servicing and administration of mortgage loans not paid by the related borrower; (ii) expenses properly incurred by the trustee or the certificate administrator in connection with providing

- tax-related advice to the special servicer and (iii) the fees of the trustee for confirming a Fair Value determination by the special servicer of a Defaulted Loan;
15. to reimburse any Third Party Master Servicer, the special servicer, the depositor, the trustee, the custodian or the certificate administrator, as the case may be, for any unreimbursed expenses reasonably incurred in respect of any material breach of a representation or warranty or a material document defect in respect of an underlying mortgage loan giving rise to a repurchase obligation of the mortgage loan seller or other party, or the enforcement of such obligation, under the mortgage loan purchase agreement from general collections on the related Loan Group;
 16. to pay for the cost of (i) the opinions of counsel for purposes of REMIC administration or amending the Pooling and Servicing Agreement and (ii) obtaining an extension from the IRS for the sale of any REO Property;
 17. to pay, out of general collections for any and all U.S. federal, state and local taxes imposed on either of the Trust REMICs or the grantor trust or their assets or transactions together with incidental expenses;
 18. to pay to the mortgage loan seller any amounts that represent monthly debt service payments due on the underlying mortgage loans on or prior to the Cut-off Date or, in the case of a replacement mortgage loan, during or before the month in which that loan was added to the issuing entity;
 19. to pay CREFC[®] any accrued and unpaid CREFC[®] Intellectual Property Royalty License Fee;
 20. to make any payments required to be made to a holder of the related Senior Loan pursuant to all related intercreditor agreements;
 21. to withdraw amounts deposited in the collection account in error, including amounts received on any underlying mortgage loan or REO Property that has been purchased or otherwise removed from the issuing entity;
 22. to pay any other items described in this information circular as being payable from a collection account; and
 23. to clear and terminate the collection account upon the termination of the Pooling and Servicing Agreement.

The master servicer will be required to keep and maintain separate accounting records, on a loan by loan and property by property basis, for the purpose of justifying any withdrawal from the collection account. The master servicer will be required to pay CREFC[®] the CREFC[®] Intellectual Property Royalty License Fee on a monthly basis solely from funds on deposit in the collection account, to the extent sufficient funds are on deposit in the collection account (which payment will be allocated between the underlying mortgage loans on the basis of the outstanding principal balances of the Certificate Groups). Upon receipt of a request from CREFC[®], the master servicer will provide CREFC[®] with a report that shows the calculation of the CREFC[®] Intellectual Property Royalty License Fee for the period requested by CREFC[®]. The CREFC[®] Intellectual Property Royalty License Fee Rate is a component of the “Administration Fee Rates” set forth on Exhibit A-1. Such fee will be calculated on the same accrual basis as interest on each underlying mortgage loan and will generally be payable to CREFC[®] monthly from collections on the underlying mortgage loans.

Realization Upon Mortgage Loans

Purchase Option. The Pooling and Servicing Agreement grants each directing certificateholder (solely with respect to Defaulted Loans in the related Loan Group and subject to the last paragraph of this section “—Purchase Option”) and Freddie Mac and, with respect to Defaulted Loans for which the related Junior Loan Holder holds a lower priority lien, the related Junior Loan Holder, an assignable option (a “Purchase Option”) to purchase Defaulted Loans from the issuing entity in the manner and at the price described below; *provided* that, as described in this section “—Purchase Option,” if such Junior Loan Holder elects not to exercise such option to purchase such Defaulted Loan then the holder of the next most subordinate Junior Loan (if any) will be entitled to exercise such Purchase Option. Each of the directing certificateholders, Freddie Mac and the related Junior Loan Holder may assign its Purchase Option to any person.

Promptly after the determination that an underlying mortgage loan has become a Defaulted Loan, the master servicer (if the underlying mortgage loan is not a Specially Serviced Mortgage Loan) or the special servicer (if the underlying mortgage loan is a Specially Serviced Mortgage Loan) will be required to notify the trustee, the certificate administrator, the master servicer or the special servicer, as applicable, Freddie Mac, any related Junior Loan Holder and the related directing certificateholder of such determination. Subject to (i) the Junior Loan Holder's right with respect to a Defaulted Junior Loan-Related Loan, (ii) the applicable directing certificateholder or Freddie Mac's right to offer an increased purchase price, as described below, and (iii) the last paragraph of this section "Purchase Option" in the case of any Affiliated Borrower Loan, the applicable directing certificateholder or Freddie Mac (as applicable the "Option Holder") may exercise its Purchase Option at a cash price equal to the Option Purchase Price until such right automatically terminates (a) upon the Defaulted Loan becoming a Corrected Mortgage Loan or an REO Loan, (b) upon the modification, waiver or payoff (full, partial or discounted) of the Defaulted Loan in connection with a workout, (c) upon purchase of the Defaulted Loan by the other Option Holder or the Senior Loan Option Holder pursuant to the Pooling and Servicing Agreement or (d) with respect to a Defaulted Junior Loan-Related Loan, upon purchase of such Defaulted Junior Loan-Related Loan by the Junior Loan Holder or the other Option Holder pursuant to the Pooling and Servicing Agreement and all related intercreditor agreements. With respect to any Defaulted Loan, the Option Holder's rights as described above are subject to the rights of the related Junior Loan Holder to purchase such Defaulted Loan pursuant to the terms of all related intercreditor agreements.

Subject to the rights of any related Junior Loan Holder and the rights of any Senior Loan Option Holder relating to a Mandatory Defaulted Loan Purchase, the applicable directing certificateholder will have the exclusive right to purchase any Defaulted Loan prior to receipt of the special servicer's notice of its determination of Fair Value for such underlying mortgage loan. For the 90-day period after the special servicer's determination of the Fair Value of such underlying mortgage loan, subject to the right of Freddie Mac to submit an increased offer as discussed in the following paragraph, the applicable directing certificateholder will have the option to purchase such Defaulted Loan. Within five days after the expiration of the 90-day period, the master servicer or the special servicer, as applicable, will be required to notify Freddie Mac that such Purchase Option was not exercised. After receipt of such notice, subject to the rights of the applicable directing certificateholder to submit an increased offer, Freddie Mac will then have the option to purchase such underlying mortgage loan within 60 days of receipt of such notice. If Freddie Mac does not exercise its Purchase Option within 60 days, subject to the rights of Freddie Mac and the applicable directing certificateholder to submit increased offers, the applicable directing certificateholder and Freddie Mac will then both have the right to purchase such Defaulted Loan. The purchase of the Defaulted Loan must be consummated within 15 Business Days' notice to the special servicer of intent to purchase the Defaulted Loan.

Subject to the next paragraph in the case of a Defaulted Loan that is a Defaulted Junior Loan-Related Loan (as defined below) and subject to the last paragraph of this section "Purchase Option" in the case of any Affiliated Borrower Loan, within ten Business Days (the "Freddie Mac/Directing Certificate Holder Increased Offer Notice Period") after receipt from Freddie Mac or the applicable directing certificateholder, as applicable, of its notice (the "Fair Value Purchase Notice") that it will exercise its Purchase Option to purchase a Defaulted Loan and which specifies a purchase price that equals at least the Fair Value of the Defaulted Loan (the "Defaulted Loan Fair Value Purchase Price") but is less than 99% of the Purchase Price of such Defaulted Loan, each Option Holder will have the right to purchase such Defaulted Loan by giving notice (the "Freddie Mac/Directing Certificateholder Increased Offer Notice") to Freddie Mac or the applicable directing certificateholder, as applicable, any Third Party Master Servicer, the special servicer, the certificate administrator and the trustee, specifying a purchase price at least 2.5% more than the Defaulted Loan Fair Value Purchase Price offered by Freddie Mac or the applicable directing certificateholder, as applicable, in the Fair Value Purchase Notice. If Freddie Mac or the applicable directing certificateholder is still willing to purchase the Defaulted Loan after receipt of the Freddie Mac/Directing Certificateholder Increased Offer Notice, it will only be permitted to do so at a purchase price equal to the lesser of (i) at least 2.5% more than the purchase price specified by Freddie Mac or the applicable directing certificateholder, as applicable, in the Freddie Mac/Directing Certificateholder Increased Offer Notice or (ii) 99% of the Purchase Price, by giving notice (the "Final Increased Offer Notice") of the same to Freddie Mac or the applicable directing certificateholder, as applicable, any Third Party Master Servicer, the special servicer, the certificate administrator and the trustee within ten Business Days of receiving the Freddie Mac/Directing Certificateholder Increased Offer Notice (the "Final Increased Offer Notice Period"). Any person exercising the Purchase Option described in this paragraph will be required to consummate such purchase within 15 Business Days after the expiration of the Freddie

Mac/Directing Certificateholder Increased Offer Notice Period or the Final Increased Offer Notice Period, as applicable.

In the case of any Defaulted Loan for which the Junior Loan Holder is the holder of a more subordinate priority lien than such Defaulted Loan (a “Defaulted Junior Loan-Related Loan”), the Junior Loan Holder will have the first option to purchase that Defaulted Loan for the Purchase Price; *provided* that if any such Junior Loan Holder elects to not exercise such option, then the holder of the next most subordinate Junior Loan (if any) will be entitled to exercise such right. However, upon the determination of Fair Value and receipt of the Fair Value Notice relating to any Defaulted Junior Loan-Related Loan, each of the related Junior Loan Holder, Freddie Mac and the applicable directing certificateholder will have the right to purchase such Defaulted Junior Loan-Related Loan at a price that equals or exceeds Fair Value (other than with respect to any Affiliated Borrower Loan in the case of the directing applicable certificateholder) (the “Defaulted Junior Loan-Related Loan Fair Value Purchase Price”) by giving notice to the other parties with purchase options, the trustee, the certificate administrator, the master servicer, Freddie Mac and the special servicer (the first party to give such notice, the “First Offeror”). Within ten Business Days after receipt from the First Offeror of notice of its intent to exercise the Purchase Option (the “Initial Offer Notice Period”), the related Junior Loan Holder or the applicable directing certificateholder or Freddie Mac, as the case may be, will have the right to purchase such Defaulted Junior Loan-Related Loan by giving notice (the “Increased Offer Notice”) to the First Offeror, the trustee, the certificate administrator, the master servicer, Freddie Mac and the special servicer, specifying a purchase price of at least 2.5% more than the Defaulted Junior Loan-Related Loan Fair Value Purchase Price. If the First Offeror is still willing to purchase the Defaulted Junior Loan-Related Loan after receipt of the Increased Offer Notice, it will only be permitted to do so at the Purchase Price by giving notice of the same to the other parties with purchase options, the trustee, the certificate administrator, the master servicer, Freddie Mac and the special servicer within five Business Days after receiving the Increased Offer Notice (“Par Purchase Notice Period”). Any purchase will be required to be consummated no later than 15 Business Days after the expiration of the Initial Offer Notice Period or Par Purchase Notice Period, as applicable. In addition, if there are multiple holders of Junior Loans, the Junior Loan Holder entitled to exercise an option to purchase any Defaulted Junior Loan-Related Loan will have the first option to purchase any Defaulted Junior Loan-Related Loan; *provided* that if any such Junior Loan Holder elects to not exercise such option, then the holder of the next most subordinate Junior Loan (if any) will be entitled to exercise such right.

Within 60 days after an underlying mortgage loan becomes a Defaulted Loan (which 60-day period may be extended for an additional 15 days by the special servicer if the special servicer has given notice prior to the end of such 60-day period that it has not received the information it reasonably requires to make its Fair Value determination), the special servicer will be required to determine the Fair Value of such underlying mortgage loan in accordance with the Servicing Standard and consistent with the guidelines contained in the Pooling and Servicing Agreement. The special servicer will be required to change from time to time thereafter (but before the entry into a binding agreement on behalf of the issuing entity for the consummation of any related purchase) its determination of the Fair Value of a Defaulted Loan if the special servicer obtains knowledge of changed circumstances, new information or otherwise, in accordance with the Servicing Standard. All reasonable costs and expenses of the special servicer in connection with the determination of the Fair Value of a Defaulted Loan will be paid by the master servicer and be reimbursable as Servicing Advances. The special servicer must give prompt written notice (the “Fair Value Notice”) of its Fair Value determination and any subsequent change to such determination of Fair Value to the trustee, the certificate administrator, the master servicer, Freddie Mac, any related Senior Loan Option Holder or the related Junior Loan Holder and the related directing certificateholder. If, after receiving the Fair Value Notice, and subject to the last paragraph of this section “—Purchase Option,” the Option Holder elects to purchase such Defaulted Loan, such party must notify the special servicer, the trustee, the certificate administrator, the master servicer and Freddie Mac, if applicable and the applicable directing certificateholder, if applicable of such election and specify the Defaulted Loan Fair Value Purchase Price, *provided* that if the Defaulted Loan Fair Value Purchase Price is less than 99% of the Purchase Price, Freddie Mac and the applicable directing certificateholder will also have the right to purchase the Defaulted Loan.

However, if an underlying mortgage loan becomes a Defaulted Loan due to a delinquency in respect of its balloon payment (without giving effect to any permitted grace period), but a Servicing Transfer Event has not occurred with respect to such underlying mortgage loan due to the exception set forth in clause (i) of the definition of Servicing Transfer Event, then the special servicer will have no duty to obtain an appraisal or calculate a Fair Value for such underlying mortgage loan unless and until a Servicing Transfer Event has occurred under clause (i)

of the definition of Servicing Transfer Event with respect to such underlying mortgage loan. Further, no Purchase Option will exist with respect to such underlying mortgage loan that became a Defaulted Loan solely due to a delinquency in respect of its balloon payment (without giving effect to any permitted grace period), unless and until a Servicing Transfer Event has occurred under clause (i) of the definition of Servicing Transfer Event with respect to such underlying mortgage loan.

If the related Junior Loan Holder, Senior Loan Option Holder or Option Holder, or an assignee thereof (as identified to the certificate administrator) that proposes to purchase a Defaulted Loan or Defaulted Junior Loan-Related Loan, as applicable, is an affiliate of the special servicer, the trustee will be required to determine, prior to the consummation of the related purchase, whether the special servicer's determination of Fair Value for such Defaulted Loan constitutes a fair price in its reasonable judgment. In doing so, the trustee may conclusively rely on an opinion of an appraiser or other independent expert in real estate matters, in each case, appointed with due care and obtained at the expense of such affiliate of the special servicer proposing to purchase such Defaulted Loan or Defaulted Junior Loan-Related Loan, as applicable. The trustee, in making such a Fair Value determination, will be entitled to receive from the special servicer all information in the special servicer's possession relevant to making such determination and will be further entitled to a \$1,500 fee payable by the issuing entity. All reasonable costs and expenses of the trustee in connection with the determination of the Fair Value of a Defaulted Loan will be paid by the master servicer and be reimbursable as Servicing Advances.

Subject to the discussion above and the last paragraph of this section “—Purchase Option,” each holder of a Purchase Option may, at its option, purchase the subject Defaulted Loan from the issuing entity at a price (the “Option Purchase Price”) equal to—

- if the special servicer has not yet determined the Fair Value of that Defaulted Loan, the Purchase Price; or
- if the special servicer has made such Fair Value determination, at least the Defaulted Loan Fair Value Purchase Price.

If the most recent Fair Value calculation was made more than 90 days prior to the exercise date of a Purchase Option, then the special servicer must confirm or revise the Fair Value determination, and the Option Purchase Price at which the Defaulted Loan may be purchased will be modified accordingly.

Unless and until the Purchase Option with respect to a Defaulted Loan is exercised, the special servicer will be required to pursue such other resolution strategies available under the Pooling and Servicing Agreement, including workout and foreclosure, consistent with the Servicing Standard, but it will not be permitted to sell the Defaulted Loan other than pursuant to the exercise of the Purchase Option or in accordance with all applicable intercreditor or co-lender agreements.

If not exercised sooner, the Purchase Option with respect to any Defaulted Loan will automatically terminate upon—

- the cure by the related borrower or a party with cure rights of all defaults that caused the subject underlying mortgage loan to be a Defaulted Loan;
- the acquisition on behalf of the issuing entity of title to the related mortgaged real property by foreclosure or deed-in-lieu of foreclosure; or
- the modification, waiver or payoff (full, partial or discounted) of the Defaulted Loan in connection with a workout.

However, any directing certificateholder (or its assignee) will only be able to purchase an Affiliated Borrower Loan in the related Loan Group from the issuing entity at a cash price equal to the Purchase Price.

Senior Loan Purchase Option. With respect to each underlying mortgage loan, pursuant to the terms of all related intercreditor agreements and the Pooling and Servicing Agreement, to the extent that the issuing entity, as “Junior Loan Holder” or “Senior Loan Option Holder” under a Senior Loan Pooling and Servicing Agreement or a Junior Lender Notice or as the “Junior Lender” or “Directing Junior Lender” under an intercreditor agreement, has the option to purchase a Defaulted First Lien Loan together with a Senior Loan that is in default and that is not a Defaulted First Lien Loan (a “Subordinate Lien Senior Loan”), if any, such purchase option will belong to, and be

exercisable by, the Option Holders, who will each have an assignable option to purchase the Defaulted First Lien Loan together with any related Subordinate Lien Senior Loans that are more senior to the related underlying mortgage loan, if any. The applicable directing certificateholder will have the exclusive right to purchase any Defaulted First Lien Loan together with any Subordinate Lien Senior Loans prior to receipt of the Senior Loan Special Servicer's notice of its determination of the Senior Loan Option Holder Fair Value Purchase Price. For the 90-day period after the Senior Loan Special Servicer's determination of the Senior Loan Option Holder Fair Value Purchase Price, subject to the right of Freddie Mac to submit an increased offer as discussed in the following paragraph, the applicable directing certificateholder will have the option to purchase such loans. Within five days after the expiration of the 90-day period, the master servicer or the special servicer, as applicable, will be required to notify Freddie Mac that such option was not exercised. After receipt of such notice, subject to the rights of the applicable directing certificateholder to submit an increased offer, Freddie Mac will then have the option to purchase such loans within 60 days of receipt of such notice. If Freddie Mac does not exercise its purchase option, then, subject to the rights of Freddie Mac and the applicable directing certificateholder to submit increased offers, the applicable directing certificateholder and Freddie Mac will then both have the right to purchase such Defaulted First Lien together with any related Subordinate Lien Senior Loans that are more senior to the related underlying mortgage loan, if any.

Any Senior Loan purchased pursuant to the purchase options described above will not become an asset of the issuing entity. If the Option Holder declines to exercise such purchase option and there are any Subordinate Lien Senior Loans outstanding, then the master servicer or the special servicer, as applicable, will provide notice to each holder of a Subordinate Lien Senior Loan (each, a "Junior Lender Notice"). Upon receipt of the Junior Lender Notice, each holder of a Subordinate Lien Senior Loan will have five Business Days to notify the master servicer or the special servicer, as applicable, of such holder's intent to purchase out the Defaulted First Lien Loan and any Subordinate Lien Senior Loan (the "Junior Lender Notice Period"). At the expiration of the Junior Lender Notice Period, the holder of the most junior Subordinate Lien Senior Loan that notified the master servicer or the special servicer, as applicable, of its intent to exercise its purchase option will be given the right to exercise such option and purchase the Defaulted First Lien Loan and any Subordinate Lien Senior Loan more senior than such Subordinate Lien Senior Loan (the holder exercising such purchase option being the "Senior Loan Option Holder"). The master servicer or the special servicer, as applicable, will notify the master servicer or the special servicer, as applicable, Freddie Mac and the applicable directing certificateholder of the identity of the Senior Loan Option Holder.

Any party exercising its option to purchase the defaulted Senior Loan and any related Subordinate Lien Senior Loans must also purchase the related Defaulted Loan from the issuing entity (the "Mandatory Defaulted Loan Purchase") at a cash price equal to the Defaulted Loan Fair Value Purchase Price (the "Senior Loan Option Holder Fair Value Purchase Price"). If the fair value price to be paid by the Option Holder for the Defaulted Loan is less than 99% of the Purchase Price of the Defaulted Loan, Freddie Mac and the applicable directing certificateholder, as applicable, will have the right to purchase such Defaulted Loan by giving notice (the "Defaulted Loan Increased Offer Notice") to Freddie Mac or the applicable directing certificateholder, as applicable, any Third Party Master Servicer, the special servicer, the certificate administrator and the trustee within ten Business Days after receipt from the Option Holder of a purchase notice of the fair value price to be paid by such Option Holder for the Defaulted Loan (the "Defaulted Loan Increased Offer Notice Period"), specifying a purchase price of at least 2.5% more than the Senior Loan Option Holder Fair Value Purchase Price. If Freddie Mac or the applicable directing certificateholder, as applicable, is willing to purchase the Defaulted Loan after receipt of the Defaulted Loan Increased Offer Notice, it will only be permitted to do so at a purchase price equal to the lesser of (i) at least 2.5% more than the purchase price specified by Freddie Mac or the applicable directing certificateholder in the Defaulted Loan Increased Offer Notice or (ii) 99% of the Purchase Price, by giving notice (the "Senior Loan Option Holder Increased Offer Notice") of the same to Freddie Mac or the applicable directing certificateholder, as applicable, the master servicer, the special servicer, the certificate administrator and the trustee within three Business Days of receiving the Defaulted Loan Increased Offer Notice (the "Senior Loan Option Holder Increased Offer Notice Period"). The Option Holder's rights described in this paragraph are subject to the rights of the related Junior Loan Holder to purchase such Defaulted Loan pursuant to the terms of all related intercreditor agreements and the Pooling and Servicing Agreement. The party exercising its purchase option will be required to consummate such purchase within 15 Business Days after the expiration of the Defaulted Loan Increased Offer Notice Period or the Senior Loan Option Holder Increased Offer Notice Period, as applicable.

Foreclosure and Similar Proceedings. Pursuant to the Pooling and Servicing Agreement, and subject to the terms of all applicable intercreditor agreements, if an event of default on an underlying mortgage loan has occurred and is continuing, the special servicer, on behalf of the issuing entity, may at any time institute foreclosure proceedings, exercise any power of sale contained in the related mortgage or otherwise acquire title to the related mortgaged real property. Subject to the terms of all related intercreditor agreements, the special servicer will, exercise reasonable efforts, consistent with the Servicing Standard, to foreclose upon or otherwise comparably convert (which may include an acquisition of an REO Property) the ownership of any property securing such underlying mortgage loans as come into and continue in default as to which no satisfactory arrangements can be made for collection of delinquent payments, and which are not released from the issuing entity pursuant to any other provision. Prior to doing so, the special servicer will be required to give written notice to any holder of a Senior Loan and obtain such holder's prior written consent in accordance with the terms of such intercreditor agreements. The special servicer may not, however, acquire title to any mortgaged real property or take any other action with respect to any mortgaged real property that would cause the trustee, for the benefit of the certificateholders or any other specified person to be considered to hold title to, to be a "mortgagee-in-possession" of or to be an "owner" or an "operator" of such mortgaged real property within the meaning of certain federal environmental laws, unless the special servicer has previously received a report prepared by a person who regularly conducts environmental audits (the cost of which report will be a Servicing Advance) and either—

- such report indicates that (i) the mortgaged real property is in compliance with applicable environmental laws and regulations and (ii) there are no circumstances or conditions present at the mortgaged real property for which investigation, testing, monitoring, containment, clean-up or remediation could be required under any applicable environmental laws and regulations; or
- the special servicer, based solely (as to environmental matters and related costs) on the information set forth in such report, determines that taking such actions as are necessary to bring the mortgaged real property into compliance with applicable environmental laws and regulations and/or taking the actions contemplated by clause (ii) of the preceding bullet point, is reasonably likely to increase the net proceeds of the liquidation of such mortgaged real property, than not taking such actions.

However, the special servicer may rely upon an environmental assessment conducted by the Senior Loan Master Servicer or the Senior Loan Special Servicer, so long as such environmental assessment is not more than 180 days old and the special servicer has no reason to believe that such environmental assessment does not reflect the proper environmental condition of the property.

A borrower's failure to make required mortgage loan payments may mean that operating income from the mortgaged real property is insufficient to service the mortgage debt, or may reflect the diversion of that income from the servicing of the mortgage debt. In addition, a borrower that is unable to make mortgage loan payments may also be unable to make timely payments of taxes or otherwise to maintain and insure the mortgaged real property. In general, the special servicer will be required to monitor any Specially Serviced Mortgage Loan serviced by it, evaluate whether the causes of the default can be corrected over a reasonable period without significant impairment of the value of the mortgaged real property, initiate corrective action in cooperation with the borrower if cure is likely, inspect the mortgaged real property and take such other actions as it deems necessary and appropriate. A significant period of time may elapse before the special servicer is able to assess the success of any such corrective action or the need for additional initiatives. The time within which the special servicer can make the initial determination of appropriate action, evaluate the success of corrective action, develop additional initiatives, institute foreclosure proceedings and actually foreclose, or accept a deed to a mortgaged real property in lieu of foreclosure, on behalf of the certificateholders may vary considerably depending on the particular circumstances with respect to the related underlying mortgage loan, the mortgaged real property, the borrower, the presence of an acceptable party to assume the underlying mortgage loan and the laws of the jurisdiction in which the mortgaged real property is located. If a borrower files a bankruptcy petition, the special servicer may not be permitted to accelerate the maturity of the Defaulted Loan or to foreclose on the related mortgaged real property for a considerable period of time and may be required by the court to materially extend the term of the underlying mortgage loan paid to the final maturity date, lower significantly the related interest rate and/or reduce the principal balance of the underlying mortgage loan.

REO Properties. If title to any mortgaged real property is acquired by the special servicer on behalf of the issuing entity, the special servicer will be required to sell that property as soon as practicable, but not later than the end of the third calendar year following the year of acquisition, unless—

- the IRS grants an extension of time to sell the property;
- an extension of time to sell the property has been timely requested from the IRS and (i) the IRS has not denied such request (in which event the property is required to be sold by the end of the extended time period requested, but not more than three additional years), or (ii) if the IRS denies such request (in which event, the property is required to be sold within 30 days after the date of such denial); or
- the special servicer obtains an opinion of independent counsel generally to the effect that the holding of the property subsequent to the end of the third calendar year following the year in which the acquisition occurred will not result in the imposition of a tax on the assets of the issuing entity or cause any Trust REMIC created under the Pooling and Servicing Agreement to fail to qualify as a REMIC under the Code.

The special servicer will be required to use reasonable efforts to solicit cash offers for any REO Property held in the issuing entity in a manner that will be reasonably likely to realize a fair price for the property within the time periods contemplated by the prior paragraph. Such solicitation will be required to be made in a commercially reasonable manner and consistent with the terms of all related intercreditor agreements. The special servicer will be required to accept the highest cash offer received from any entity for such REO Property in an amount at least equal to the Purchase Price for such REO Property. In the absence of any such offer, the special servicer will be required to accept the highest cash offer received from any entity that is determined by the special servicer to be a fair price for such REO Property and whose offer the special servicer reasonably determines is likely to lead to an actual sale and is in compliance with applicable law. If the special servicer reasonably believes that it will be unable to realize a fair price for such REO Property within the time constraints imposed by the prior paragraph, then the special servicer will be required to dispose of such REO Property upon such terms and conditions as the special servicer deems necessary and desirable to maximize the recovery on such REO Property under the circumstances, and will be required to accept the highest outstanding cash offer from any entity that is determined by the special servicer to be a fair price for such REO Property and whose offer the special servicer reasonably determines is likely to lead to an actual sale and is in compliance with applicable law. If the special servicer determines that the offers being made with respect to such REO Property are not in the best interests of the holders of the certificates on the related Certificate Group as a collective whole, and that the end of the period referred to in the prior paragraph with respect to such REO Property is approaching, the special servicer will be required to seek an extension of such period in the manner described in the prior paragraph.

Whether any cash offer constitutes a fair price for any REO Property will be determined by the special servicer, if the highest offeror is a person other than the special servicer or an affiliate of the special servicer, and by the trustee, if the highest offeror is the special servicer or an affiliate of the special servicer. In determining whether any offer received from the special servicer or an affiliate of the special servicer represents a fair price for any REO Property, the trustee will be required to obtain, and may conclusively rely on, the opinion of an appraiser (the fees and costs of which will be required to be covered by a servicing advance by the master servicer) retained by the trustee. In determining whether any offer constitutes a fair price for any REO Property, the trustee will be required to request that such appraiser take into account, as applicable, among other factors, the occupancy level and physical condition of the REO Property, the state of the local economy and the obligation to dispose of any REO Property within the time period specified in the second preceding paragraph. The Purchase Price for any REO Property will in all cases be deemed a fair price.

The special servicer, at the expense of the issuing entity with respect to the applicable Certificate Group, will be required to retain an independent contractor to operate and manage any REO Property in the related Loan Group within 90 days of its acquisition. The retention of an independent contractor will not relieve the special servicer of its obligations with respect to any REO Property. In general, the special servicer or an independent contractor employed by the special servicer will be obligated to operate and manage any REO Property held by the issuing entity solely for the purpose of its prompt disposition and sale, in a manner that maintains its status as “foreclosure property” within the meaning of Code Section 860G(a)(8).

Subject to the Servicing Standard and any other limitations imposed by the Pooling and Servicing Agreement, the special servicer will be permitted, with respect to any REO Property, to incur a tax on net income from foreclosure property, within the meaning of Code Section 857(b)(4)(B).

To the extent that income the issuing entity receives from an REO Property is subject to a tax on net income from foreclosure property, that income would be subject to U.S. federal tax at the corporate tax rate, which, as of January 1, 2018, is 21%.

The determination as to whether income from an REO Property held by the issuing entity would be subject to a tax will depend on the specific facts and circumstances relating to the management and operation of each REO Property. Any tax imposed on the issuing entity's income from an REO Property would reduce the amount available for payment to the certificateholders. See "Certain Federal Income Tax Consequences" in this information circular. The reasonable out-of-pocket costs and expenses of obtaining professional tax advice in connection with the foregoing will be payable out of the collection account from amounts on deposit therein with respect to the related Loan Group.

REO Account. The special servicer will be required to segregate and hold all funds collected and received in connection with any REO Property held by the issuing entity separate and apart from its own funds and general assets. If an REO Property is acquired by the issuing entity, the special servicer will be required to establish and maintain an account for the retention of revenues and other proceeds derived from that REO Property. That REO account must be maintained in a manner and with a depository institution that meets the requirements of the Pooling and Servicing Agreement. The special servicer will be required to deposit, or cause to be deposited, in its REO account, within one Business Day following receipt, all net income, insurance proceeds, condemnation proceeds and Liquidation Proceeds received with respect to each REO Property held by the issuing entity. The funds held in this REO account may be held as cash or invested in Permitted Investments. Any interest or other income earned on funds in the special servicer's REO account will be payable to the special servicer, subject to the limitations described in the Pooling and Servicing Agreement. See "—Servicing and Other Compensation and Payment of Expenses—Additional Servicing Compensation" above.

The special servicer will be permitted to withdraw from its REO account funds necessary for the proper operation, management, leasing, maintenance and disposition of any REO Property in the related Loan Group administered by it, but only to the extent of amounts on deposit in the account relating to that particular REO Property. Promptly following the end of each Collection Period, the special servicer will be required to withdraw from its REO account and deposit, or deliver to the master servicer for deposit, into the collection account the total of all amounts received in respect of each REO Property administered by it during that Collection Period, net of:

- any withdrawals made out of those amounts, as described in the preceding sentence; and
- any portion of those amounts that may be retained as reserves, as described in the next paragraph.

The special servicer may, subject to the limitations described in the Pooling and Servicing Agreement, retain in its REO account in accordance with the Servicing Standard such portion of the proceeds and collections on any REO Property administered by it as may be necessary to maintain a reserve of sufficient funds for the proper operation, management, leasing, maintenance and disposition of that property, including the creation of a reasonable reserve for repairs, replacements, necessary capital improvements and other related expenses.

The special servicer will be required to keep and maintain separate records, on a loan-by-loan and a property-by-property basis, for the purpose of accounting for all deposits to, and withdrawals from, its REO account.

Liquidation Proceeds. To the extent that Liquidation Proceeds collected with respect to any underlying mortgage loan are less than the sum of—

- the outstanding principal balance of that underlying mortgage loan,
- interest (other than Default Interest) accrued on that underlying mortgage loan,
- interest accrued on any P&I Advance made with respect to that underlying mortgage loan,

- the aggregate amount of outstanding reimbursable expenses (including any unreimbursed Servicing Advances and unpaid and accrued interest on such advances) incurred with respect to that underlying mortgage loan, and
- any and all servicing compensation, trustee fees, certificate administrator fees and CREFC® Intellectual Property Royalty License Fees due and payable with respect to that underlying mortgage loan,

then the related Loan Group Certificates will realize a loss in the amount of such shortfall (although such shortfalls with respect to the offered certificates will be covered under the Freddie Mac Guarantee).

The trustee, the certificate administrator, the master servicer, the special servicer and/or CREFC® will be entitled to reimbursement out of the Liquidation Proceeds recovered on an underlying mortgage loan, prior to the distribution of such Liquidation Proceeds to certificateholders, of any and all amounts that represent unpaid servicing compensation, certificate administrator fees, trustee fees or CREFC® Intellectual Property Royalty License Fees in respect of that underlying mortgage loan, certain unreimbursed expenses incurred with respect to that underlying mortgage loan and any unreimbursed advances made with respect to that underlying mortgage loan. In addition, amounts otherwise distributable on the certificates will be further reduced by interest payable to the master servicer or the trustee, as applicable, on any such advances.

If any mortgaged real property suffers damage such that the proceeds, if any, of the related property damage insurance policies or flood insurance are insufficient to restore fully the damaged property, the master servicer will not be required to make Servicing Advances to effect such restoration unless—

- the special servicer determines that such restoration will increase the proceeds to the holders of certificates in the related Certificate Group (as a collective whole) on liquidation of the underlying mortgage loan after reimbursement of the master servicer for its expenses and the special servicer receives the consent of the applicable Approved Directing Certificateholder (if any); and
- the master servicer determines that such expenses will be recoverable by it from related Liquidation Proceeds.

Specially Serviced Mortgage Loans. With respect to any underlying mortgage loan as to which a Servicing Transfer Event has occurred, the master servicer will transfer its servicing responsibilities to the special servicer, but will continue to receive payments on such underlying mortgage loan (including amounts collected by the special servicer), to make certain calculations with respect to such underlying mortgage loan and to make remittances and prepare and deliver certain reports to the certificate administrator with respect to such underlying mortgage loan.

The special servicer will continue to be responsible for the operation and management of an REO Property. The master servicer will have no responsibility for the performance by the special servicer of its duties under the Pooling and Servicing Agreement.

The special servicer will return the full servicing of a Specially Serviced Mortgage Loan to the master servicer when all Servicing Transfer Events with respect to that underlying mortgage loan have ceased to exist and that underlying mortgage loan has become a Corrected Mortgage Loan.

Directing Certificateholders. Each Certificate Group will have a corresponding directing certificateholder and a corresponding Controlling Class Majority Holder. The “directing certificateholder” with respect to the Floating Loan Group Certificates will be the Controlling Class Majority Holder with respect to the Floating Loan Group Certificates, or its designee, as further described below; *provided* that if the class A-FL certificates are the Controlling Class with respect to the Floating Loan Group Certificates, Freddie Mac, as the holder of the class A-FL certificates, or its designee will act as the applicable directing certificateholder with respect to the Floating Loan Group Certificates and be deemed an Approved Directing Certificateholder with respect to the Floating Loan Group Certificates. The “directing certificateholder” with respect to the Fixed Loan Group Certificates will be the Controlling Class Majority Holder with respect to the Fixed Loan Group Certificates, or its designee, as further discussed below; *provided*, that if the class A-1 and A-2 certificates are the Controlling Class with respect to the Fixed Loan Group Certificates, Freddie Mac, as the holder of the class A-1 and A-2 certificates, or its designee will act as the applicable directing certificateholder and be deemed an Approved Directing Certificateholder. For the

avoidance of doubt, all references to the applicable “directing certificateholder” in this information circular will be deemed to include the applicable Approved Directing Certificateholder (if any).

A directing certificateholder that is not an Approved Directing Certificateholder may exercise the Controlling Class Majority Holder Rights discussed below with respect to the related Loan Group or Certificate Group but will not have any other rights of an Approved Directing Certificateholder or be entitled to any fees otherwise payable to the applicable Approved Directing Certificateholder under the Pooling and Servicing Agreement.

The applicable “Controlling Class Majority Holder” will be either (i) the holder (or a designee acting on its behalf) of the majority of the percentage interests in the related Controlling Class or (ii) if no single holder owns the majority of the percentage interests in the related Controlling Class, the designee appointed by the holders of a majority of the percentage interests in the related Controlling Class acting on behalf of such holders, in each case solely to the extent that such person is identified in writing to the trustee, the certificate administrator, the master servicer, the Primary Special Servicer and the Backup Special Servicer along with contact information.

“Controlling Class” means, as of the Closing Date, (i) with respect to the Floating Loan Group Certificates, the class B-FL certificates, until the outstanding principal balance of such class is less than 5.25% of the aggregate of the outstanding principal balances of the class A-FL and B-FL certificates and thereafter the class A-FL certificates and (ii) with respect to the Fixed Loan Group Certificates, the class B-FX certificates, until the outstanding principal balance of such class is less than 5.25% of the aggregate of the outstanding principal balances of the class A-1, A-2 and B-FX certificates and thereafter the class A-1 and A-2 certificates, collectively. However, if the class B-FL or class B-FX certificates are the only class of certificates with an outstanding principal balance among the related Loan Group Certificates, the class B-FL or class B-FX certificates, respectively, will be the Controlling Class with respect to such Loan Group Certificates.

Any directing certificateholder that is not an Approved Directing Certificateholder will have only the following limited rights with respect to the related Loan Group or Certificate Group, in each case to the extent described in this information circular (the “Controlling Class Majority Holder Rights”):

- the right to remove and replace the Primary Special Servicer or the Backup Special Servicer with respect to the underlying mortgage loans in the related Loan Group;
- the right to exercise a directing certificateholder’s option to purchase any Defaulted Loans in the related Loan Group and any Defaulted First Lien Loan, together with any Subordinate Lien Senior Loan from the issuing entity; and
- the right to access certain information and receive certain notices under the Pooling and Servicing Agreement.

A directing certificateholder that is an Approved Directing Certificateholder may exercise all rights of the applicable directing certificateholder and will be entitled to receive fees payable to the applicable Approved Directing Certificateholder under the Pooling and Servicing Agreement.

The “Approved Directing Certificateholder” will be, with respect to any Certificate Group, the applicable Initial Directing Certificateholder (or any of its affiliates) for so long as either (i) such Initial Directing Certificateholder (or any of its affiliates) or (ii) the holder or holders that designated such Initial Directing Certificateholder as the applicable directing certificateholder on the Closing Date is the holder or are the holders, as applicable, of the majority of the percentage interests in the related Controlling Class, and thereafter either (a) a directing certificateholder appointed with respect to such Certificate Group that either (1) has not been rejected by Freddie Mac as an Approved Directing Certificateholder during the Directing Certificateholder Approval Period as described in this information circular or (2) satisfies the Approved Directing Certificateholder Criteria and, in each case, delivers written evidence of approval or pre-approval by Freddie Mac as described in this information circular, or (b) if the class A-FL certificates are the Controlling Class with respect to the Floating Loan Group Certificates, Freddie Mac or its designee with respect to the Floating Loan Group Certificates, and if the class A-1 and A-2 certificates are the Controlling Class with respect to the Fixed Loan Group Certificates, Freddie Mac or its designee with respect to the Fixed Loan Group Certificates.

“Approved Directing Certificateholder Criteria” means, with respect to any person or entity, the criteria used by Freddie Mac to determine (in Freddie Mac’s reasonable discretion) if such person or entity has significant multifamily real estate experience, including, without limitation, whether such person or entity:

- (i) owns and/or has invested in at least \$250 million (in original principal amount) of multifamily real estate related mezzanine level or subordinate securities and/or multifamily real estate properties;
- (ii) has significant multifamily management expertise and experience; and/or
- (iii) has comparable multifamily real estate ownership, investment or management expertise and experience, each as determined in Freddie Mac’s reasonable discretion.

A finding that such person or entity meets the dollar value requirements of clause (i) above does not in itself bind Freddie Mac to a determination that such person or entity has significant multifamily real estate experience.

In order to exercise the rights of the applicable Approved Directing Certificateholder, the applicable directing certificateholder must be an Approved Directing Certificateholder. To initiate the process of becoming or designating an Approved Directing Certificateholder, the applicable Controlling Class Majority Holder will be required to provide notice to Freddie Mac, the master servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee and the certificate administrator indicating which certificates that such Controlling Class Majority Holder or the certificateholder(s) designating such Controlling Class Majority Holder, as applicable, has or have purchased. In addition, such Controlling Class Majority Holder will also be required to provide a notice to Freddie Mac, the master servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee and the certificate administrator that includes the name and contact information of the proposed directing certificateholder (delivery of which may be satisfied by delivery of a notice substantially in the form attached to the Pooling and Servicing Agreement (such notice, the “Directing Certificateholder Notice”). Within 5 Business Days of the date of receipt of such notice (such 5 Business Day period, the “Directing Certificateholder Approval Period”), Freddie Mac may elect not to respond to such notice or may countersign and return the notice to the applicable Controlling Class Majority Holder, indicating in such notice whether Freddie Mac has approved or rejected the proposed directing certificateholder as an Approved Directing Certificateholder, and may (in Freddie Mac’s sole discretion) also provide such notice to the master servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee and the certificate administrator; *provided*, that Freddie Mac may, within any Directing Certificateholder Approval Period, request additional information that Freddie Mac deems necessary to complete its review and render its final approval or rejection. Any request from Freddie Mac to the submitting Controlling Class Majority Holder for additional information will be deemed a rejection by Freddie Mac of the directing certificateholder as an Approved Directing Certificateholder and the applicable Controlling Class Majority Holder will be required to resubmit the Directing Certificateholder Notice (including the additional information, solely with regard to such information, to Freddie Mac) to Freddie Mac, the master servicer, the Primary Special Servicer, the Backup Special Servicer, the trustee and the certificate administrator to reinitiate the Directing Certificateholder Approval Period.

The proposed directing certificateholder will be deemed to be an Approved Directing Certificateholder during the Directing Certificateholder Approval Period, and the master servicer, the Primary Special Servicer, the Backup Special Servicer, the certificate administrator and the trustee will be entitled to conclusively treat such directing certificateholder as an Approved Directing Certificateholder until the earlier of (i) the time such parties receive notice from Freddie Mac or the applicable Controlling Class Majority Holder that Freddie Mac has (a) rejected the proposed directing certificateholder as an Approved Directing Certificateholder or (b) requested any additional information necessary to render its final determination or (ii) the end of the Directing Certificateholder Approval Period.

If Freddie Mac (i) countersigns the Directing Certificateholder Notice approving the applicable directing certificateholder as an Approved Directing Certificateholder or (ii) fails to respond to the applicable Controlling Class Majority Holder, in each case, within the Directing Certificateholder Approval Period, the Controlling Class Majority Holder, in each case, will be required to provide written notice to the master servicer, the Primary Special Servicer, the Backup Special Servicer, the certificate administrator, the trustee and Freddie Mac including either (a) a copy of the approved Directing Certificateholder Notice countersigned by Freddie Mac or (b) a certification stating that Freddie Mac failed to respond and did not request any additional information within the Directing Certificateholder Approval Period (attaching the original Directing Certificateholder Notice), as applicable, and such

directing certificateholder will be deemed to be an Approved Directing Certificateholder. Upon receipt of such notice, the master servicer, the Primary Special Servicer, the Backup Special Servicer, the certificate administrator and the trustee may conclusively rely thereon and treat such directing certificateholder as an Approved Directing Certificateholder. For the avoidance of doubt, following the Directing Certificateholder Approval Period, if the applicable Controlling Class Majority Holder fails to provide the notice required by the second preceding sentence, such directing certificateholder will be deemed not to be an Approved Directing Certificateholder and will retain only the Controlling Class Majority Holder Rights; and the master servicer, the Primary Special Servicer, the Backup Special Servicer, the certificate administrator and the trustee will conclusively be entitled to treat such directing certificateholder as retaining only the Controlling Class Majority Holder Rights with respect to the related Loan Group and Certificate Group.

If Freddie Mac provides in the Directing Certificateholder Notice within the Directing Certificateholder Approval Period that the proposed directing certificateholder is not an Approved Directing Certificateholder, such directing certificateholder (including any Affiliated Borrower Loan Directing Certificateholder) will not be an Approved Directing Certificateholder, and the Controlling Class Majority Holder will be required to provide written notice to the master servicer, the Primary Special Servicer, the Backup Special Servicer, the certificate administrator and the trustee and each such party will be conclusively entitled to rely on such notice and treat such directing certificateholder as retaining only the Controlling Class Majority Holder Rights with respect to the related Loan Group and Certificate Group. The rights of an Approved Directing Certificateholder (other than the Controlling Class Majority Holder Rights) will not be exercisable by any directing certificateholder (including any Affiliated Borrower Loan Directing Certificateholder) that is not an Approved Directing Certificateholder, and any provision of the Pooling and Servicing Agreement requiring the applicable Approved Directing Certificateholder's consent or approval, or requiring notice or information to be sent to the applicable Approved Directing Certificateholder, will not require consent or approval of, or require notice or information to be sent to, any directing certificateholder that is not an Approved Directing Certificateholder unless such notice or information is required to be sent to such directing certificateholder. If there is no applicable Approved Directing Certificateholder, the portion of any Transfer Fees or collateral substitution fees payable to such Approved Directing Certificateholder will instead be payable to the master servicer.

If no person is appointed as the applicable directing certificateholder pursuant to the Pooling and Servicing Agreement, the master servicer, the Primary Special Servicer, the Backup Special Servicer, the certificate administrator and the trustee will not be required to and will not recognize the applicable Controlling Class Majority Holder or any other person as the applicable directing certificateholder with respect to the related Certificate Group and any provision of the Pooling and Servicing Agreement requiring notice or information to be sent to, or requiring the consent or approval of, the applicable directing certificateholder will not be applicable with respect to the related Loan Group or Certificate Group.

The applicable Controlling Class Majority Holder may obtain a written pre-approval from Freddie Mac indicating that a proposed directing certificateholder qualifies as an Approved Directing Certificateholder (a "DCH Pre-Approval") in accordance with the approval provisions set forth above in this section "The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholders."

Notwithstanding the foregoing, (i) for each applicable Controlling Class Majority Holder, there can be no more than 3 requests for a DCH Pre-Approval made per calendar year and (ii) any Freddie Mac confirmed DCH Pre-Approval will expire and can no longer be presented with the notice delivered pursuant to the terms of the Pooling and Servicing Agreement upon the later of (a) 6 months after the date that Freddie Mac countersigns and delivers notice of such confirmed DCH Pre-Approval and (b) if Freddie Mac failed to respond or request additional information within the Directing Certificateholder Approval Period, 6 months after the date that the applicable Controlling Class Majority Holder dated and delivered the original Directing Certificateholder Notice to Freddie Mac.

For the purpose of determining whether the applicable directing certificateholder is an affiliate of any borrower (or any proposed replacement borrower) with respect to any underlying mortgage loan, the term directing certificateholder will include the applicable directing certificateholder (and any of its affiliates), any of its managing members or general partners and any party directing or controlling such directing certificateholder (or any such affiliate), including, for example, in connection with any re-securitization of such Controlling Class.

By its acceptance of a certificate, each certificateholder confirms its understanding that (i) the applicable directing certificateholder may take actions, and the Directing Certificateholder Servicing Consultant may provide recommendations, that favor the interests of one or more classes of certificates over other classes of certificates, (ii) the applicable directing certificateholder and the Directing Certificateholder Servicing Consultant may have special relationships and interests that conflict with those of holders of some classes of certificates in the related Certificate Group, (iii) the applicable directing certificateholder and the Directing Certificateholder Servicing Consultant will have no liability to any certificateholder for any action taken or not taken, or any recommendation provided, as applicable, and (iv) each certificateholder agrees to take no action against the applicable directing certificateholder or the Directing Certificateholder Servicing Consultant as a result of any such action or omission, recommendation or special relationship or conflict. See “Risk Factors—Risks Related to the Offered Certificates—The Interests of Any Directing Certificateholder or Freddie Mac May Be in Conflict with the Interests of the Offered Certificateholders” in this information circular.

As and to the extent described under “—Asset Status Report” below, during the Directing Certificateholder Approval Period or if Freddie Mac has approved the applicable directing certificateholder as an Approved Directing Certificateholder, such Approved Directing Certificateholder may direct the master servicer or the special servicer with respect to various servicing matters involving each of the underlying mortgage loans in the related Loan Group. The applicable directing certificateholder that is not an Approved Directing Certificateholder will not have such rights with respect to such servicing matters, but will be entitled to exercise the Controlling Class Majority Holder Rights described in this information circular with respect to the related Loan Group and Certificate Group.

In addition, upon the occurrence and during the continuance of any Affiliated Borrower Loan Event with respect to any Affiliated Borrower Loan, the applicable directing certificateholder’s (i) right to approve and consent to certain actions with respect to such underlying mortgage loan (if any), (ii) right to exercise an option to purchase a Defaulted Loan in the related Loan Group, a defaulted Senior Loan and any related Subordinate Lien Senior Loans that are senior to such underlying mortgage loan at a specified price and (iii) access to certain information and reports regarding such underlying mortgage loan will be restricted as described in “—Asset Status Report” below and “—Purchase Option” above, as applicable. Upon the occurrence and during the continuance of an Affiliated Borrower Loan Event, (i) the master servicer, if Freddie Mac is then acting as master servicer, (ii) the Guarantor, if Freddie Mac is not then acting as master servicer and any Guaranteed Certificates are outstanding, or (iii) the special servicer, if Freddie Mac is not acting as the master servicer and no Guaranteed Certificates are then outstanding, will be required to exercise any approval, consent, consultation or other rights with respect to any matters related to an Affiliated Borrower Loan as described in “—Asset Status Report” below.

Asset Status Report. The special servicer is required to prepare and deliver a report to the master servicer, the related directing certificateholder and Freddie Mac (the “Asset Status Report”) with respect to any underlying mortgage loan that becomes a Specially Serviced Mortgage Loan within 60 days of the special servicer’s receipt of the information it reasonably requires after a Servicing Transfer Event. The related directing certificateholder will be entitled to receive, in addition to other information it is permitted to receive under the Pooling and Servicing Agreement, Asset Status Reports, although only the applicable Approved Directing Certificateholder (if any) will have consent or approval rights in respect of such reports.

Any Asset Status Report prepared by the special servicer will set forth the following information, to the extent reasonably determinable:

- a summary of the status of the Specially Serviced Mortgage Loan;
- a discussion of the legal and environmental considerations reasonably known to the special servicer, consistent with the Servicing Standard, that are applicable to the exercise of remedies and whether outside legal counsel has been retained;
- a current rent roll and income or operating statement available for the related mortgaged real property;
- the appraised value of the mortgaged real property, together with the assumptions used in the calculation if the appraisal is less than 12 months old;

- a recommendation by the special servicer as to how the Specially Serviced Mortgage Loan might be returned to performing status, returned to the master servicer for regular servicing or otherwise realized upon;
- a summary of any proposed actions and a discussion of whether or not taking such action is reasonably likely to produce a greater recovery on a present value basis than not taking such action;
- a status report on any foreclosure actions or other proceedings undertaken with respect to the related mortgaged real property, any proposed workouts with respect to the Specially Serviced Mortgage Loan and the status of any negotiations with respect to those workouts and an assessment of the likelihood of additional events of default on such underlying mortgage loan; and
- such other information as the special servicer deems relevant in light of the Servicing Standard.

If, within ten Business Days following delivery of the Asset Status Report, the applicable Approved Directing Certificateholder (if any) does not disapprove in writing of any action proposed to be taken in that Asset Status Report or, upon delivery of a finalized Asset Status Report as described below, the special servicer is required to implement the recommended action as outlined in such Asset Status Report, *provided* that the special servicer may not take any action that is contrary to applicable law or the terms of the applicable loan documents or any related intercreditor agreement. If the applicable Approved Directing Certificateholder (if any) disapproves in writing such Asset Status Report within such ten Business Days, the special servicer is required to revise and deliver a new Asset Status Report within 30 days after such disapproval.

The special servicer must continue to revise that Asset Status Report until either (i) the applicable Approved Directing Certificateholder (if any) fails to disapprove the revised Asset Status Report within ten Business Days of receipt, (ii) the special servicer determines that an extraordinary event has occurred with respect to the mortgaged real property as described below or (iii) the passage of 60 days from the date of preparation of the first Asset Status Report. The special servicer will be required to deliver the finalized Asset Status Report to the applicable directing certificateholder, Freddie Mac, the master servicer, the certificate administrator and the trustee. The special servicer may, from time to time, modify any Asset Status Report it has previously delivered and implement that report, *provided* that the revised report has been prepared, reviewed and not rejected pursuant to the terms described above. However, the special servicer (a) may, following the occurrence of an extraordinary event with respect to the related mortgaged real property, take any action set forth in such Asset Status Report before the expiration of a ten Business Day approval period if the special servicer has reasonably determined that failure to take such action would materially and adversely affect the interests of the certificateholders and it has made a reasonable effort to contact the applicable Approved Directing Certificateholder (if any) and (b) in any case, must determine whether any affirmative disapproval by the applicable Approved Directing Certificateholder (if any) described in this paragraph is not in the best interest of the holders of certificates in the related Certificate Group as a collective whole pursuant to the Servicing Standard. The special servicer will be required to notify the applicable Approved Directing Certificateholder (if any) upon taking any such action.

The special servicer in its capacity as special servicer (and not in its capacity as Directing Certificateholder Servicing Consultant, if selected to serve in such capacity) may not take any action inconsistent with an Asset Status Report, unless that action would be required in order to act in accordance with the Servicing Standard. The special servicer may, from time to time, modify any Asset Status Report it has previously delivered and implement that report, *provided* that the revised report has been prepared, reviewed and not rejected pursuant to the terms described above. The applicable directing certificateholder will be entitled to be sent a copy by the special servicer of any such revised Asset Status Report (other than for an Affiliated Borrower Loan), though only an Approved Directing Certificateholder will have consent or approval rights in respect of such report.

In addition, the special servicer is required to, subject to the Servicing Standard and the terms of the Pooling and Servicing Agreement, obtain the consent of the applicable Approved Directing Certificateholder (if any) and respond to any reasonable request for information from Freddie Mac prior to the taking by the special servicer of the following actions (the “Consent Actions”)—

- any proposed or actual foreclosure upon or comparable conversion of (which may include acquisitions of an REO Property) the ownership of the property or properties securing any Specially Serviced Mortgage Loans as come into and continue in default;

- any modification, amendment or waiver of a monetary term (including any change in the timing of payments but excluding the waiver of Default Interest and late payment charges), any material non-monetary term or any waiver of a due-on-sale or due-on-encumbrance clause of a Specially Serviced Mortgage Loan (other than any easement, right of way or similar agreement);
- any acceptance of a discounted payoff with respect to a Specially Serviced Mortgage Loan;
- any proposed or actual sale of an REO Property out of the issuing entity for less than the outstanding principal balance of, and accrued interest (other than Default Interest) on, the related underlying mortgage loan, except in connection with a retirement of the related Certificate Group as described under “—Retirement” below;
- any determination to bring an REO Property held by the issuing entity into compliance with applicable environmental laws or to otherwise address hazardous material located at the REO Property;
- any release of real property collateral for a Specially Serviced Mortgage Loan, other than in accordance with the specific terms of, or upon satisfaction of, that Specially Serviced Mortgage Loan; *provided, however*, that the consent of the applicable Approved Directing Certificateholder (if any) to any release of non-material parcels of the mortgaged real property must not be unreasonably withheld;
- any acceptance of substitute or additional real property collateral for a Specially Serviced Mortgage Loan, other than in accordance with the specific terms of that Specially Serviced Mortgage Loan;
- any approval of releases of earn-out reserves or related letters of credit with respect to a mortgaged real property securing a Specially Serviced Mortgage Loan other than in accordance with the specific terms of that Specially Serviced Mortgage Loan;
- the release of any reserves in excess of the threshold set forth in the Pooling and Servicing Agreement; and
- any approval of a borrower request for consent to a replacement property manager for Specially Serviced Mortgage Loans (which approval may not be unreasonably withheld), other than in connection with any pre-approved servicing request with respect to an underlying mortgage loan set forth in the Pooling and Servicing Agreement.

Prior to taking any Consent Action, the special servicer must comply with the terms of all applicable intercreditor agreements, including without limitation, obtaining any necessary consents from the holder of the related Senior Loan and delivering copies of any and all modifications, amendments, extensions and other documents to the holder of the related Senior Loan.

However, no direction of the applicable Approved Directing Certificateholder (if any), and no failure to consent to any action requiring the consent of the applicable Approved Directing Certificateholder (if any) under the Pooling and Servicing Agreement, may (i) require or cause the master servicer or the special servicer to violate the terms of the subject underlying mortgage loan, applicable law or any provision of the Pooling and Servicing Agreement or any related intercreditor agreement; (ii) result in the imposition of a “prohibited transaction” (other than a sale of an underlying mortgage loan pursuant to a Partial Condemnation Sale (as described under “—Modifications, Waivers, Amendments and Consents” above) or “prohibited contribution” tax under the REMIC Provisions; (iii) expose the master servicer, the special servicer, the trustee, the certificate administrator, the custodian, the depositor, Freddie Mac, the issuing entity or any of various other parties to any claim, suit or liability or (iv) materially expand the scope of the special servicer’s or the master servicer’s responsibilities under the Pooling and Servicing Agreement. The master servicer or the special servicer, as the case may be, will not (a) follow any such direction of the applicable Approved Directing Certificateholder, (b) initiate any such actions having any of the effects set out above, or (c) take or refrain from taking any action, if following such directions, taking such action or refraining from taking such action would violate the Servicing Standard. The master servicer or the special servicer, as the case may be, will be required to notify the applicable Approved Directing Certificateholder (if any) if it does not follow any such direction of such Approved Directing Certificateholder.

Upon the occurrence of an Affiliated Borrower Loan Event (except with respect to any Affiliated Borrower Loan Event that exists on the Closing Date and is described in the definition of Affiliated Borrower Loan Event), the applicable directing certificateholder will be required to provide written notice of the same to the trustee, the

certificate administrator, the master servicer, the special servicer and Freddie Mac within two Business Days after the occurrence of such Affiliated Borrower Loan Event. In addition, the applicable directing certificateholder will be required to provide written notice to the trustee, the certificate administrator, the master servicer, the special servicer and Freddie Mac of the termination of any Affiliated Borrower Loan Event within two Business Days after the termination of such Affiliated Borrower Loan Event. Except with respect to any Affiliated Borrower Loan Event that exists on the Closing Date and is described in the definition of Affiliated Borrower Loan Event, and prior to its receipt of any notice from the applicable directing certificateholder of the occurrence of an Affiliated Borrower Loan Event (or, following its receipt of notice, if any, of the termination of any Affiliated Borrower Loan Event, prior to its receipt of any notice of the occurrence of another Affiliated Borrower Loan Event), the master servicer, the special servicer, the trustee, the certificate administrator and Freddie Mac may conclusively assume that no Affiliated Borrower Loan Event exists, unless a responsible officer of the trustee or certificate administrator, as applicable, or a servicing officer of the master servicer or the special servicer, as applicable, has actual knowledge of any Affiliated Borrower Loan Event. The master servicer, the special servicer, the trustee, the certificate administrator and Freddie Mac may rely on any such notice of the occurrence or the termination of an Affiliated Borrower Loan Event without making any independent investigation, subject to the actual knowledge of a responsible officer of the trustee or certificate administrator, as applicable, or the actual knowledge of a servicing officer of the master servicer or the special servicer, as applicable, of any Affiliated Borrower Loan Event.

Upon the occurrence and during the continuance of an Affiliated Borrower Loan Event, the applicable directing certificateholder will not have any approval, consent, consultation or other rights under the Pooling and Servicing Agreement with respect to any matters related to any Affiliated Borrower Loan (or any related Senior Loan or Junior Loan), and the Affiliated Borrower Loan Directing Certificateholder upon receipt of written notice from the applicable directing certificateholder, or any party on its behalf, of the occurrence of any Affiliated Borrower Loan Event, and prior to receipt of written notice from the applicable directing certificateholder, or any party on its behalf, of the termination of such Affiliated Borrower Loan Event (i) will be required to exercise any such rights in its sole discretion and in accordance with the Servicing Standard and on behalf of the holders of certificates in the related Certificate Group as a collective whole without seeking the consent or consultation of any other party, except that the Affiliated Borrower Loan Directing Certificateholder may consult with Freddie Mac with respect to any matters related to the Affiliated Borrower Loan, but will not be bound by any such consultation with Freddie Mac; *provided* that the provisions of the Pooling and Servicing Agreement relating to consultations with the servicing consultant will not apply to such consultations and (ii) will be entitled to any fees that would otherwise be payable to the applicable Approved Directing Certificateholder under “Description of the Certificates—Fees and Expenses” in this information circular but for the occurrence of the Affiliated Borrower Loan Event. Upon receipt of written notice from the applicable directing certificateholder, or any party on its behalf, of the occurrence of any Affiliated Borrower Loan Event and prior to receipt of written notice from the applicable directing certificateholder, or any party on its behalf, of the termination of such Affiliated Borrower Loan Event, none of the trustee, the certificate administrator, the master servicer or the special servicer will be permitted under the Pooling and Servicing Agreement to seek, accept or take any action based on the approval, consent or consultation of the applicable directing certificateholder with respect to any matters related to any Affiliated Borrower Loan. In addition, for so long as an Affiliated Borrower Loan Event exists with respect to any Affiliated Borrower Loan, and to the extent the certificate administrator has actual knowledge of such Affiliated Borrower Loan Event, the certificate administrator may not provide to the applicable directing certificateholder any asset status report, inspection report, appraisal or internal valuation related to such Affiliated Borrower Loan. In addition, for so long as an Affiliated Borrower Loan Event exists with respect to any underlying mortgage loan, the trustee, the certificate administrator, the master servicer and the special servicer may withhold from the applicable directing certificateholder any information with respect to such underlying mortgage loan that the trustee, the certificate administrator, the master servicer or the special servicer, as applicable, determines, in its sole discretion, is related to the workout of such underlying mortgage loan.

Inspections; Collection of Operating Information

The special servicer will be required, at the expense of the issuing entity, to physically inspect or cause a physical inspection of the related mortgaged real property as soon as practicable after any underlying mortgage loan becomes a Specially Serviced Mortgage Loan and annually thereafter for so long as that underlying mortgage loan remains a Specially Serviced Mortgage Loan. The master servicer will be required, at its own expense, to physically inspect or cause a physical inspection of each mortgaged real property securing an underlying mortgage loan for

which it acts as master servicer at least once per 12-month period or, in the case of each underlying mortgage loan with an outstanding principal balance (or allocated loan amount) less than \$2,000,000, once every 24-month period, if the special servicer has not already done so in that period as contemplated by the preceding sentence. However, the master servicer and the special servicer, as applicable, may rely on a property inspection performed or caused to be performed by a Senior Loan Master Servicer or a Senior Loan Special Servicer, as applicable. For each underlying mortgage loan, such 12-month period or 24-month period, as applicable, will begin on such date as is consistent with the Guide. The master servicer and the special servicer will be required to prepare or cause the preparation of a written report of each inspection performed by it that generally describes the condition of the particular mortgaged real property and, upon request, deliver such written report in electronic format to (i) the certificate administrator and (ii) the master servicer (if such written report was prepared by the special servicer).

Most of the loan documents obligate the related borrower to deliver quarterly, and substantially all of the loan documents require annual, property operating statements. However, we cannot assure you that any operating statements required to be delivered will in fact be delivered, nor is the special servicer or the master servicer likely to have any practical means of compelling such delivery in the case of an otherwise performing mortgage loan.

Servicer Reports

As set forth in the Pooling and Servicing Agreement, on a date preceding the applicable distribution date, the master servicer is required to deliver to the certificate administrator, the directing certificateholders and Freddie Mac a servicer remittance report setting forth the information necessary for the certificate administrator to make the distributions set forth under “Description of the Certificates—Distributions” in this information circular and containing the information to be included in the distribution report for that distribution date delivered by the certificate administrator as described under “Description of the Certificates—Reports to Certificateholders and Freddie Mac; Available Information” in this information circular, *provided* that information regarding any borrower or mortgaged real property contained in any report described in the Pooling and Servicing Agreement is permitted to relate to the reporting period immediately prior to the current reporting period.

Evidence as to Compliance

No later than the date specified below of each year, commencing in 2019, each of the master servicer, the Primary Special Servicer and the Backup Special Servicer must deliver or cause to be delivered, as applicable, to the depositor, the trustee, the certificate administrator and Freddie Mac, among others:

- by March 15th of each year, a statement of compliance signed by an officer of the master servicer, the Primary Special Servicer or the Backup Special Servicer, as the case may be, to the effect that, among other things, (i) a review of the activities of the master servicer, the Primary Special Servicer or the Backup Special Servicer, as the case may be, during the preceding calendar year—or, in the case of the first such certification, during the period from the Closing Date through December 31, 2018 inclusive—and of its performance under the Pooling and Servicing Agreement, has been made under such officer’s supervision; (ii) to the best of such officer’s knowledge, based on such review, the master servicer, the Primary Special Servicer or the Backup Special Servicer, as the case may be, has fulfilled its obligations under the Pooling and Servicing Agreement in all material respects throughout the preceding calendar year or the portion of that year during which the certificates were outstanding (or, if there has been a failure to fulfill any such obligation in any material respect, specifying each such failure known to such officer and the nature and status of each such failure); (iii) that the master servicer, the Primary Special Servicer or the Backup Special Servicer, as the case may be, has maintained an effective internal control system over the servicing of mortgage loans, including the underlying mortgage loans; (iv) whether the master servicer, the Primary Special Servicer or the Backup Special Servicer has received any notice regarding qualification of or challenge to the status of, any Trust REMIC as a REMIC or the Grantor Trust as a “grantor trust” from the IRS or any other governmental agency or body; and (v) in the case of the master servicer only, to the best of such officer’s knowledge, each sub-servicer, if any, has fulfilled its obligations under its Sub-Servicing Agreement in all material respects (or, if there has been a failure to fulfill any such obligation in any material respect, specifying each such failure known to such officer and the nature and status of each such failure and proposed actions with respect to the default); *provided, however*, that the master servicer will be entitled to conclusively rely on a review of the activities of such sub-servicer conducted by Freddie Mac, so long as the master servicer does not have any actual knowledge of such sub-servicer’s material non-

fulfillment or material default (Freddie Mac will provide any Third Party Master Servicer access to such sub-servicer reviews by March 1 of each year beginning with March 1, 2019), and

- as to each annual statement of compliance delivered by the master servicer, the Primary Special Servicer or the Backup Special Servicer, as the case may be, as described in the preceding bullet point, by April 15th of each year, an accountant's statement from a registered public accounting firm to the effect that the asserting party complied with the minimum servicing standards identified in (i) Item 1122 of Regulation AB or (ii) the Uniform Single Attestation Program for Mortgage Bankers. For purposes of determining compliance with the minimum standards identified in clauses (i) or (ii) above, the master servicer and its accountants will be entitled to rely on the sub-servicer reviews delivered by Freddie Mac pursuant to the preceding bullet point, subject to the limitations set forth in the preceding bullet point.

So long as Freddie Mac is acting as the master servicer, the master servicer will not be required to provide the certification and statement described above to Freddie Mac. As long as one party is performing the duties of both the master servicer and the special servicer, that party will be required to deliver only one report, certificate or statement satisfying the requirements listed immediately above. Copies of such statement will be provided to any certificateholder, upon written request of any certificateholder, by the certificate administrator.

Events of Default

Each of the following events, circumstances and conditions will be considered events of default with respect to the master servicer, the Primary Special Servicer or the Backup Special Servicer under the Pooling and Servicing Agreement:

1. any failure by the master servicer to make (i) any required deposit into its collection account or any other account created under the Pooling and Servicing Agreement, which failure continues unremedied for two Business Days, or any required remittance to the certificate administrator for deposit in the distribution account by the time required under the Pooling and Servicing Agreement on the Business Day prior to the related distribution date, which failure continues unremedied until 11:00 a.m. (New York City time) on the related distribution date; or (ii) any required Servicing Advance within the time specified in the Pooling and Servicing Agreement, which failure remains uncured for 15 days (or such shorter time as is necessary to avoid the lapse of any required insurance policy for any mortgaged real property or the foreclosure of any tax lien on the related mortgaged real property);
2. any failure by the Primary Special Servicer or the Backup Special Servicer, as the case may be, to deposit into the REO account, or to remit to the master servicer for deposit in the collection account, any such deposit or remittance required to be made by the Primary Special Servicer or the Backup Special Servicer, when so required under the Pooling and Servicing Agreement, which failure continues unremedied for two Business Days;
3. any failure by the master servicer or the Primary Special Servicer or the Backup Special Servicer duly to observe or perform in any material respect any of its other covenants or obligations under the Pooling and Servicing Agreement, which failure continues unremedied for 30 days (15 days in the case of a failure to pay the premium for any required insurance policy for any mortgaged real property) after written notice of such failure has been given to the master servicer, the Primary Special Servicer or the Backup Special Servicer, as the case may be, by any other party to the Pooling and Servicing Agreement, or to the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, the depositor and the trustee (with a copy to the certificate administrator) by the holders of 25% of the percentage interests of any class of certificates; *provided, however*, if such failure (other than a failure to pay insurance policy premiums for any mortgaged real property) is not capable of being cured within such 30-day period and the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, is diligently pursuing such cure, then such 30-day period will be extended for an additional 30 days;
4. any breach by the master servicer, the Primary Special Servicer or the Backup Special Servicer of a representation or warranty contained in the Pooling and Servicing Agreement that materially and adversely affects the interests of the certificateholders and continues unremedied for 30 days after the date on which notice of such breach is given to the master servicer, the Primary Special Servicer or the Backup Special Servicer, as the case may be, by any other party to the Pooling and Servicing Agreement, or to the master

servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, the depositor and the trustee (with a copy to the certificate administrator) by the holders of 25% of the percentage interests of any class of certificates; *provided, however*, if such breach is not capable of being cured within such 30-day period and the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, is diligently pursuing such cure, then such 30-day period will be extended for an additional 30 days;

5. certain events of insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings in respect of or relating to the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, and certain actions by or on behalf of the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, indicating its insolvency or inability to pay its obligations and such decree or order remains in force for 60 days; *provided* that the current appointment of the FHFA as Freddie Mac's Conservator will not constitute an event of default with respect to Freddie Mac;
6. a consent by the master servicer, the Primary Special Servicer or the Backup Special Servicer to the appointment of a conservator, receiver, liquidator, trustee or similar official in any bankruptcy, insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to such master servicer, the Primary Special Servicer or the Backup Special Servicer or relating to all or substantially all of its property; *provided* that the current appointment of the FHFA as Freddie Mac's Conservator will not constitute an event of default with respect to Freddie Mac;
7. an admission by the master servicer, the Primary Special Servicer or the Backup Special Servicer in writing of its inability to pay its debts generally as they become due, the filing of a petition to take advantage of any applicable bankruptcy, insolvency or reorganization statute, the making of an assignment for the benefit of its creditors, the voluntary suspension of payment of its obligations or the taking of any corporate action in furtherance of the foregoing;
8. a Ratings Trigger Event occurs with respect to the Third Party Master Servicer, the Primary Special Servicer or the Backup Special Servicer; or
9. failure of any Third Party Master Servicer to provide the certificate administrator with certain periodic information pertaining to the underlying mortgage loans as required under the Pooling and Servicing Agreement more than three times in a rolling 12-month period within one Business Day of the date on which the relevant report is due, unless such failure is due to force majeure or an act of God or such failure is waived by Freddie Mac; *provided* that Freddie Mac is not permitted to grant more than one waiver in such rolling 12-month period without the consent of the applicable directing certificateholder, which consent may not be unreasonably withheld or delayed; *provided further*, that a report will not be considered late unless Freddie Mac provides any Third Party Master Servicer with written notice, with a copy to the certificate administrator, that the report was late within five days after the related distribution date.

If any Third Party Master Servicer is terminated solely due to an event described in clause (8) above, such Third Party Master Servicer will have 45 days to solicit bids and complete the sale of the servicing rights with respect to the underlying mortgage loans to a servicer acceptable under the Pooling and Servicing Agreement, during which time period such Third Party Master Servicer will continue to service the underlying mortgage loans.

However, to the extent an event of default exists solely with respect to one Loan Group or one Certificate Group, the rights of the certificateholders upon such event of default as described below under “—Rights Upon Event of Default” will only be exercisable by the holders of certificates in the related Certificate Group and with respect to the underlying mortgage loans in the related Loan Group, and not by any other certificateholders or with respect to any other underlying mortgage loans.

Rights Upon Event of Default

If an event of default described under “—Events of Default” above occurs with respect to the master servicer, the Primary Special Servicer or the Backup Special Servicer and remains unremedied, the trustee will be authorized, and at the direction of the applicable directing certificateholder (with respect to the related Loan Group and Certificate Group) (but with respect to the master servicer, only if such directing certificateholder is an Approved Directing Certificateholder; *provided* that with respect to clause (9) under “—Events of Default” above, a directing certificateholder that is not an Approved Directing Certificateholder may inform the trustee of any such event of

default) or Freddie Mac, the trustee will be required, to terminate all of the obligations and all of the rights of the defaulting party pursuant to the Pooling and Servicing Agreement in and to the underlying mortgage loans and proceeds of the underlying mortgage loans in the related Loan Group, other than any rights the defaulting party may have (i) as a certificateholder or (ii) in respect of compensation, indemnities and reimbursements accrued by or owing to such defaulting party on or prior to the date of termination or due to such defaulting party thereafter for services rendered and expenses incurred. Upon any such termination, the trustee must either:

- succeed to all of the responsibilities, duties and liabilities of the defaulting party under the Pooling and Servicing Agreement with respect to the related Loan Group and Loan Group Certificates; or
- appoint an established mortgage loan servicing institution to act as successor to the defaulting party under the Pooling and Servicing Agreement with respect to the related Loan Group and Loan Group Certificates that meets the Successor Servicer Requirements;

subject, in both cases, to (i) the right of the master servicer to sell its servicing rights with respect to the underlying mortgage loans as described in “—Events of Default” above, (ii) the right of the related directing certificateholder to appoint a successor Primary Special Servicer or Backup Special Servicer as described under “—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties” above and (iii) the right of certificateholders entitled to at least 66²/₃% of the voting rights allocated to each class of certificates affected by any event of default to waive such event of default as described below.

If the trustee is unwilling or unable to act as the permanent successor master servicer, Primary Special Servicer or Backup Special Servicer, as applicable, or does not satisfy the Successor Servicer Requirements, it may (or, at the written request of certificateholders entitled to not less than 25% of the voting rights of the related Loan Group Certificates will be required to), promptly appoint, or petition a court of competent jurisdiction to appoint as successor to the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, an established mortgage loan servicing institution, which satisfies the Successor Servicer Requirements.

In general, certificateholders entitled to at least 66²/₃% of the voting rights allocated to each class of certificates affected by any event of default may waive the event of default. However, the events of default described in clauses (1) and (2) under “—Events of Default” above may only be waived by all of the holders of the affected classes of certificates, the trustee and Freddie Mac. Furthermore, if the certificate administrator or the trustee is required to spend any monies in connection with any event of default or any waiver of that event of default, then that event of default may not be waived unless and until the certificate administrator or the trustee has been reimbursed for such amounts by the party requesting the waiver. Upon any waiver of an event of default, the event of default will cease to exist and will be deemed to have been remedied for every purpose under the Pooling and Servicing Agreement.

No certificateholder will have the right under the Pooling and Servicing Agreement to institute any proceeding with respect to the Pooling and Servicing Agreement or the certificates unless:

- that holder previously has given to the trustee written notice of default;
- except in the case of a default by the trustee, certificateholders representing at least 25% of a class have made written request upon the trustee to institute that proceeding in its own name as trustee under the Pooling and Servicing Agreement and have offered to the trustee reasonable security or indemnity; and
- the trustee for 60 days has neglected or refused to institute any such proceeding.

Each certificateholder will be deemed under the Pooling and Servicing Agreement to have expressly covenanted with every other certificateholder and the trustee, that no one or more certificateholders will have any right in any manner whatsoever by virtue of any provision of the Pooling and Servicing Agreement or the certificates to affect, disturb or prejudice the rights of the holders of any other certificates, or to obtain or seek to obtain priority over or preference to any other certificateholder, or to enforce any right under the Pooling and Servicing Agreement or the certificates, except in the manner provided in the Pooling and Servicing Agreement or the certificates and for the equal, ratable and common benefit of all certificateholders.

Neither the trustee nor the certificate administrator, however, will be under any obligation to exercise any of the trusts or powers vested in it by the Pooling and Servicing Agreement or the certificates or to make any investigation of matters arising thereunder or under the certificates or to institute, conduct or defend any litigation under or in

relation to the Pooling and Servicing Agreement or the certificates at the request, order or direction of any of the certificateholders, unless in the certificate administrator's or the trustee's opinion, as applicable, those certificateholders have offered to the certificate administrator or the trustee, as applicable, reasonable security or indemnity against the costs, expenses and liabilities which may be incurred by the certificate administrator or the trustee as a result.

Matters Regarding the Trustee, the Certificate Administrator and the Custodian

Each of the trustee and the certificate administrator is at all times required to be a corporation, national bank, trust company or national banking association organized and doing business under the laws of the U.S. or any State of the U.S. or the District of Columbia. Furthermore, the trustee and the certificate administrator must at all times, among other things—

- be authorized under those laws to exercise corporate trust powers;
- have a combined capital and surplus of at least \$100,000,000; and
- be subject to supervision or examination by federal or state authority.

If the corporation, national bank, trust company or national banking association publishes reports of condition at least annually, in accordance with law or the requirements of the supervising or examining authority, then the combined capital and surplus of that corporation, national bank, trust company or national banking association will be deemed to be its combined capital and surplus as described in its most recent published report of condition.

The depositor, the master servicer, the Primary Special Servicer, the Backup Special Servicer, Freddie Mac and their respective affiliates, may from time to time enter into normal banking and trustee relationships with the trustee, the certificate administrator and their affiliates. The trustee, the certificate administrator and any of their respective affiliates may hold certificates in its own name. In addition, for purposes of meeting the legal requirements of some local jurisdictions, the trustee will have the power to appoint a co-trustee or separate trustee of all or any part of the assets of the issuing entity. All rights, powers, duties and obligations conferred or imposed upon the trustee will be conferred or imposed upon the trustee and the separate trustee or co-trustee jointly or, in any jurisdiction in which the trustee is incompetent or unqualified to perform some acts, singly upon the separate trustee or co-trustee, who may exercise and perform its rights, powers, duties and obligations solely at the direction of the trustee.

The trustee and the certificate administrator will be entitled to a monthly fee for their services as trustee, certificate administrator and custodian, as applicable. This fee will accrue with respect to each and every underlying mortgage loan. The trustee fee will accrue at the trustee fee rate set forth in “Description of the Certificates—Fees and Expenses” in this information circular on the Stated Principal Balance of each underlying mortgage loan outstanding from time to time and will be calculated on the same basis as interest on each underlying mortgage loan. The certificate administrator fee will accrue at the certificate administrator fee rate set forth in “Description of the Certificates—Fees and Expenses” in this information circular on the Stated Principal Balance of each underlying mortgage loan outstanding from time to time and will be calculated on the same basis as interest on each underlying mortgage loan. The trustee fee and the certificate administrator fee are payable out of general collections on the underlying mortgage loans in the related Loan Group.

The certificate administrator will initially be the custodian of the mortgage files. The certificate administrator may appoint, at the certificate administrator's own expense, one or more custodians to hold all or a portion of the mortgage files on behalf of the trustee; however the certificate administrator will be required to inform the master servicer, the trustee and Freddie Mac of such appointment and the appointment of any custodian will require the approval of Freddie Mac. Each custodian will be required to (i) be a depository institution supervised and regulated by a federal or state banking authority, (ii) have combined capital and surplus of at least \$10,000,000, (iii) be qualified to do business in the jurisdiction in which it holds any mortgage file, (iv) not be the depositor, the mortgage loan seller or any affiliate of the depositor or the mortgage loan seller, and (v) have in place Fidelity Insurance and errors and omissions insurance, each in such form and amount as is customarily required of custodians acting on behalf of Freddie Mac or Fannie Mae. Each custodian will be subject to the same obligations, standard of care, protections and indemnities as would be imposed on, or would protect, the certificate administrator under the Pooling and Servicing Agreement in connection with the retention of mortgage files directly by the certificate administrator. The appointment of one or more custodians will not relieve the certificate administrator

from any of its obligations under the Pooling and Servicing Agreement, and the certificate administrator will remain responsible for all acts and omissions of any custodian.

Certain Indemnities

The depositor, the master servicer (either in its own right or on behalf of an indemnified sub-servicer and including in its capacity as Affiliated Borrower Loan Directing Certificateholder), the servicing consultant, the Primary Special Servicer (including in its capacity as Affiliated Borrower Loan Directing Certificateholder) and the Backup Special Servicer (including in its capacity as Affiliated Borrower Loan Directing Certificateholder) and any officer, director, general or limited partner, shareholder, member, manager, employee, agent, affiliate or controlling person of the depositor, the master servicer (including in its capacity as Affiliated Borrower Loan Directing Certificateholder), the servicing consultant, the Primary Special Servicer (including in its capacity as Affiliated Borrower Loan Directing Certificateholder) or the Backup Special Servicer (including in its capacity as Affiliated Borrower Loan Directing Certificateholder) will be entitled to be indemnified and held harmless by the issuing entity against any and all losses, liabilities, damages, claims, judgments, costs, fees, penalties, fines, forfeitures or other expenses (including reasonable legal fees and expenses including in connection with the enforcement of such indemnified party's rights under the Pooling and Servicing Agreement) that may be imposed on, incurred by or asserted against them in connection with, related to, or arising out of, the Pooling and Servicing Agreement, the transactions contemplated by the Pooling and Servicing Agreement or the certificates, other than any loss, liability, damage, claim, judgment, cost, fee, penalty, fine, forfeiture or other expense (including reasonable legal fees and expenses) (i) that is specifically required to be borne by the party seeking indemnification, without right of reimbursement pursuant to the terms of the Pooling and Servicing Agreement or (ii) incurred by reason of a breach of any representation or warranty by the depositor, the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, under the Pooling and Servicing Agreement, or by reason of the willful misconduct, bad faith, fraud or negligence of the depositor, the servicing consultant, the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, in the performance of its respective duties under the Pooling and Servicing Agreement or negligent disregard of its respective obligations or duties under the Pooling and Servicing Agreement. Any party that seeks enforcement of indemnified rights in accordance with the preceding sentence must notify Freddie Mac and the directing certificateholder within 2 business days of seeking such enforcement; *provided, however*, that a failure to provide such notice will not affect or limit the indemnity afforded to such party. For the avoidance of doubt, the indemnification provided by the issuing entity pursuant to the preceding sentence will not entitle the servicing consultant, the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, to reimbursement for ordinary costs or expenses incurred by the servicing consultant, the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, in connection with its usual and customary performance of its duties and obligations under the Pooling and Servicing Agreement that are not expressly payable or reimbursable to the servicing consultant, the master servicer, the Primary Special Servicer or the Backup Special Servicer, as applicable, under the Pooling and Servicing Agreement. The master servicer, on behalf of an indemnified sub-servicer, will be entitled to pursue the issuing entity under the Pooling and Servicing Agreement for any indemnification due to an indemnified sub-servicer under the terms of the related Sub-Servicing Agreement. The master servicer will be required to promptly upon receipt and identification remit such indemnification amounts to the affected indemnified sub-servicer upon reimbursement of such amounts from the collection account or (upon receipt from the trustee) the distribution account, as applicable. If the master servicer determines that a claim for indemnification submitted by a sub-servicer should not be pursued under the terms of the related Sub-Servicing Agreement or the Pooling and Servicing Agreement, the master servicer will be required to promptly notify Freddie Mac in writing of the nature of such claim and a summary explanation of the master servicer's reason for denying such claim.

The trustee (in each of its capacities under the Pooling and Servicing Agreement), the certificate administrator (in each of its capacities under the Pooling and Servicing Agreement), the custodian and their respective officers, directors, general or limited partners, shareholders, members, managers, employees, agents, affiliates and controlling persons will be entitled to be indemnified and held harmless by the issuing entity against any and all losses, liabilities, damages, claims, judgments, costs, fees, penalties, fines, forfeitures or other expenses (including reasonable legal fees and expenses including in connection with the enforcement of such indemnified party's rights under the Pooling and Servicing Agreement) that may be imposed on, incurred by or asserted against the trustee, the certificate administrator or the custodian, as applicable, in connection with, related to, or arising out of the Pooling and Servicing Agreement, the transactions contemplated by the Pooling and Servicing Agreement or the certificates

other than any loss, liability, damage, claim, judgment, cost, fee, penalty, fine, forfeiture or other expense (including reasonable legal fees and expenses) (i) that constitutes a specific liability of the trustee, the certificate administrator or the custodian, as applicable, under the Pooling and Servicing Agreement, (ii) incurred by reason of any breach of any representation or warranty by the trustee, the certificate administrator or the custodian, as applicable, under the Pooling and Servicing Agreement or by reason of the willful misconduct, bad faith, fraud or negligence of the trustee, the certificate administrator or the custodian, as applicable, in the performance of its duties under the Pooling and Servicing Agreement or negligent disregard of its obligations or duties under the Pooling and Servicing Agreement or (iii) that would not constitute “unanticipated expenses incurred by the REMIC” within the meaning of Treasury Regulations Section 1.860G-1(b)(3)(iii). Any party that seeks enforcement of indemnified rights in accordance with the preceding sentence must notify Freddie Mac and the directing certificateholder within 2 business days of seeking such enforcement; *provided, however*, that a failure to provide such notice will not affect or limit the indemnity afforded to such party.

However, subject to the last two sentences of this paragraph, in any calendar year, indemnification to us, the trustee, the certificate administrator, the custodian, any Third Party Master Servicer (for itself or certain indemnified sub-servicers, as applicable), the Primary Special Servicer and the Backup Special Servicer collectively and their respective general or limited partners, members, managers, shareholders, affiliates, directors, officers, employees, agents and controlling persons with respect to the related Loan Group will not exceed an amount equal to the Depositor Aggregate Annual Cap, the Trustee Aggregate Annual Cap or the Certificate Administrator/Custodian Aggregate Annual Cap (if different persons or entities are the trustee and the certificate administrator/custodian), the Trustee/Certificate Administrator/Custodian Aggregate Annual Cap (if the same person or entity is the trustee and the certificate administrator/custodian), the Sub-Servicer/Third Party Master Servicer Aggregate Annual Cap or the Special Servicer Aggregate Annual Cap for each Loan Group, as applicable. Any amounts payable in excess of the relevant Aggregate Annual Cap will be required to be paid, to the extent the funds are available in the related Loan Group, in the subsequent calendar year or years (subject to the relevant Aggregate Annual Cap in each such calendar year) until paid in full. Any indemnification amounts unpaid as a result of the relevant Aggregate Annual Cap will accrue interest at a rate equal to the Prime Rate from the date on which such amounts would have otherwise been paid had such Aggregate Annual Cap not applied to the date on which such amount is paid. The foregoing Aggregate Annual Caps will not apply after the Aggregate Annual Cap Termination Date. Freddie Mac and the Approved Directing Certificateholders (if any) will have the right, in their sole and absolute discretion, to waive (as evidenced by a waiver signed by both Freddie Mac and such Approved Directing Certificateholders (if any)) the Depositor Aggregate Annual Cap, the Sub-Servicer/Third Party Master Servicer Aggregate Annual Cap, the Trustee Aggregate Annual Cap, the Certificate Administrator/Custodian Aggregate Annual Cap, the Trustee/Certificate Administrator/Custodian Aggregate Annual Cap or the Special Servicer Aggregate Annual Cap with respect to the related Loan Group upon the written request (which request, in the case of certain indemnified sub-servicers, is required to be accompanied by notice to the master servicer) of the depositor, the trustee, the certificate administrator, the Third Party Master Servicer, certain indemnified sub-servicers, the Primary Special Servicer or the Backup Special Servicer, as applicable. At any time that Freddie Mac is acting as the master servicer there will be no aggregate annual cap applicable to the master servicer.

To the extent any party is entitled to indemnification by the issuing entity as described in the preceding paragraphs and the matter giving rise to such indemnification is related solely to a particular Loan Group or Certificate Group, reimbursement of any indemnification expenses (including interest on such indemnification expenses) will be payable solely from general collections on the related Loan Group.

Retirement

The obligations created by the Pooling and Servicing Agreement will terminate with respect to any Certificate Group and the related Loan Group and the related Loan Group Certificates will be retired following the earliest of—

- the final payment or advance on, or other liquidation of, the last underlying mortgage loan or related REO Property in the related Loan Group remaining in the issuing entity;
- the purchase of all of the underlying mortgage loans and REO Properties in the related Loan Group remaining in the issuing entity by (i) the applicable Controlling Class Majority Holder but excluding Freddie Mac, (ii) the Primary Special Servicer or (iii) any Third Party Master Servicer, in that order; and

- with the satisfaction of the conditions set forth in the applicable proviso to the definition of Sole Certificateholder in this information circular and with the consent of the master servicer, the exchange by the Sole Certificateholder (excluding Freddie Mac) of all its certificates (other than the class R certificates) for all of the underlying mortgage loans and REO Properties in the related Loan Group remaining in the issuing entity.

Written notice of the retirement of any Certificate Group will be given to each certificateholder and Freddie Mac. The final distribution of principal and/or interest on any certificate will be made only upon surrender and cancellation of that certificate at the office of the certificate registrar or at any other location specified in the notice of retirement.

The following parties will each in turn, according to the order listed below, have the option to purchase all of the underlying mortgage loans and all other property in the related Loan Group remaining in the issuing entity on any distribution date on which the total Stated Principal Balance of the underlying mortgage loans in the related Loan Group is less than 1.0% of the related initial Loan Group balance, upon written notice to the trustee and the other parties to the Pooling and Servicing Agreement:

- the Controlling Class Majority Holder, but excluding Freddie Mac;
- the Primary Special Servicer; and
- the Third Party Master Servicer.

Any purchase by the applicable Controlling Class Majority Holder (excluding Freddie Mac), a Third Party Master Servicer or the Primary Special Servicer of all the underlying mortgage loans and REO Properties in the related Loan Group remaining in the issuing entity is required to be made at a price equal to:

- the sum of—
 1. the Purchase Price of all the underlying mortgage loans in the related Loan Group then included in the issuing entity, exclusive of REO Loans;
 2. the appraised value of all REO Properties in the related Loan Group then included in the issuing entity, as determined by an appraiser mutually agreed upon by the master servicer and the Primary Special Servicer;
 3. without duplication, any unreimbursed Additional Issuing Entity Expenses for such Loan Group; and
 4. any Unreimbursed Indemnification Expenses attributable to the related Loan Group or apportioned to the related Certificate Group pursuant to the Pooling and Servicing Agreement; minus
- solely in the case of a purchase by the Third Party Master Servicer or the Primary Special Servicer, the total of all amounts payable or reimbursable to the purchaser under the Pooling and Servicing Agreement.

The purchase will result in early retirement of the related then outstanding Loan Group Certificates. However, the right of the applicable Controlling Class Majority Holder, but excluding Freddie Mac, the Third Party Master Servicer or the Primary Special Servicer to make the purchase is subject to the requirement that the total Stated Principal Balance of the underlying mortgage loans in the related Loan Group be less than 1.0% of the related initial Loan Group balance. The retirement price, exclusive of any portion of the retirement price payable or reimbursable to any person other than the certificateholders, will constitute part of the Available Distribution Amount for the related Certificate Group for the related final distribution date. Any person or entity making the purchase will be responsible for reimbursing the parties to the Pooling and Servicing Agreement for all reasonable out-of-pocket costs and expenses incurred by those parties in connection with the purchase.

If, with the consent of the master servicer and satisfaction of the conditions set forth in the applicable proviso to the definition of Sole Certificateholder in this information circular, the related Sole Certificateholder elects to exchange all of its Loan Group Certificates (other than the class R certificates) for all of the underlying mortgage loans and REO Properties in the related Loan Group remaining in the issuing entity, such Sole Certificateholder will be required to remit to the master servicer for deposit in the collection account all amounts due and owing to the depositor, the master servicer, the special servicer, the certificate administrator, the custodian and the trustee under the Pooling and Servicing Agreement through the date of the liquidation of the related Loan Group and retirement of

the related Loan Group Certificates, but only to the extent that such amounts are not already on deposit in the collection account. In addition, the master servicer will be required to remit to the certificate administrator for deposit into the distribution account all amounts required to be transferred to the distribution account on such Remittance Date from the collection account. Upon confirmation that such final deposits have been made and following the surrender by the Sole Certificateholder of all its Loan Group Certificates (other than the class R certificates) on the first distribution date thereafter, the trustee will be required to release or cause to be released to the Sole Certificateholder or its designee the mortgage files for the underlying mortgage loans in the related Loan Group and execute all assignments, endorsements and other instruments furnished to it by the related Sole Certificateholder necessary to effectuate transfer of the underlying mortgage loans and REO Properties in the related Loan Group remaining in the issuing entity to such Sole Certificateholder, and the issuing entity will be partially liquidated. In connection with any such exchange and retirement of the related Certificate Group, the holders of the class R certificates will not be required to surrender their class R certificates unless and until there is a full liquidation of the issuing entity and a retirement of all other classes of certificates.

The applicable Controlling Class Majority Holder will be required to act on behalf of the holders of the related Controlling Class in purchasing the assets of the issuing entity related to the related Loan Group and retiring the related Certificate Group.

The retirement of any Certificate Group while the other Certificate Group remains outstanding will not retire the other Certificate Group. Upon the retirement of one Certificate Group, the Pooling and Servicing Agreement will remain in full force and effect with respect to the other Certificate Group until such other Certificate Group is retired in accordance with the terms of the Pooling and Servicing Agreement.

Amendment

In general, the Pooling and Servicing Agreement may be amended by mutual agreement of the parties to the Pooling and Servicing Agreement without the consent of any of the holders of the certificates (except as set forth in clause 7 below with respect to the consent of the applicable Approved Directing Certificateholder (if any)) for the following reasons—

1. to cure any ambiguity;
2. to correct, modify or supplement any provision in the Pooling and Servicing Agreement which may be inconsistent with this information circular;
3. to correct, modify or supplement any provision in the Pooling and Servicing Agreement which may be inconsistent with any other provision in that document or to correct any error;
4. to make any other provisions with respect to matters or questions arising under the Pooling and Servicing Agreement that are not inconsistent with the existing provisions of that document;
5. with an opinion of counsel delivered to the trustee, the certificate administrator, the master servicer, the Primary Special Servicer and the Backup Special Servicer, to relax or eliminate (i) any requirement under the Pooling and Servicing Agreement imposed by the REMIC Provisions or grantor trust provisions of the Code or (ii) any transfer restriction imposed on the certificates, in each case, if such laws are amended or clarified such that any such restriction may be relaxed or eliminated;
6. with an opinion of counsel delivered to the trustee, the certificate administrator, the master servicer, the Primary Special Servicer and the Backup Special Servicer, to comply with the Code, avoid the occurrence of a prohibited transaction or reduce any tax that would arise from any actions taken with respect to the operation of any Trust REMIC or the grantor trust;
7. with the consent of the applicable Approved Directing Certificateholder (if any), to allow the mortgage loan seller and its affiliates to obtain accounting “sale” treatment for the underlying mortgage loans in the related Loan Group sold by the mortgage loan seller to the depositor under applicable accounting standards;
8. to modify the procedures in the Pooling and Servicing Agreement relating to Rule 15Ga-1 under the Exchange Act; or

9. to modify, alter, amend, add to or rescind any of the provisions contained in the Pooling and Servicing Agreement to comply with any rules or regulations promulgated by the SEC from time to time.

No amendment described in clauses (3), (4) or (7) may adversely affect in any material respect the interests of any certificateholder or any third party beneficiary to the Pooling and Servicing Agreement or any provision of the Pooling and Servicing Agreement, as evidenced by the receipt by the trustee and the certificate administrator of an opinion of counsel to that effect or, alternatively, in the case of any particular certificateholder or third party beneficiary, an acknowledgment to that effect from such person.

In addition, the Pooling and Servicing Agreement may be amended by the parties to the Pooling and Servicing Agreement with the consent of the holders of not less than 51% of the voting rights that are materially affected by the amendment, to (i) add to, change or eliminate any of the provisions of the Pooling and Servicing Agreement or (ii) modify the rights of the holders of the certificates. However, no such amendment may:

1. reduce the amount of, or delay the timing of, payments received or advanced on the underlying mortgage loans and/or REO Properties which are required to be distributed on any certificate, without the consent of the holder of such certificate;
2. adversely affect in any material respect the interests of the holders of any class of certificates in a manner other than as described in clause (1) above, without the consent of the holders of all certificates of such class;
3. modify the amendment provisions of the Pooling and Servicing Agreement or the definitions of Accepted Servicing Practices, Freddie Mac Servicing Practices or Servicing Standard without the consent of the holders of all certificates then outstanding;
4. modify the obligation of the Guarantor to guarantee the Guaranteed Certificates;
5. significantly change the activities of the issuing entity, without the consent of holders of certificates entitled to not less than 66²/₃% of the voting rights (not taking into account certificates held by the depositor or any of its affiliates or agents or Freddie Mac); or
6. adversely affect in any material respect the interests of any third party beneficiary to the Pooling and Servicing Agreement without the consent of such third party beneficiary.

The Pooling and Servicing Agreement provides that any amendments made to it must be accompanied by an opinion of counsel stating that the amendment will not adversely affect the REMIC status of any Trust REMIC or the grantor trust status of the grantor trust created under the Pooling and Servicing Agreement.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES

General

The following is a general discussion of the anticipated material federal income tax consequences of the purchase, ownership and disposition of the offered certificates. The discussion below does not purport to address all federal income tax consequences that may be applicable to particular categories of investors, some of which (such as banks, insurance companies and foreign investors) may be subject to special rules. The authorities on which this discussion is based are subject to change or differing interpretations, and any such change or interpretation could apply retroactively. This discussion reflects the applicable provisions of the Code, as well as Treasury Regulations. Investors should consult their own tax advisors in determining the federal, state, local or any other tax consequences to them of the purchase, ownership and disposition of certificates.

Elections will be made to treat applicable portions of the issuing entity as three separate REMICs within the meaning of Code Section 860D (the "Floating Loan Group Lower-Tier REMIC," the "Fixed Loan Group Lower-Tier REMIC" (together with the Floating Loan Group Lower-Tier REMIC, the "Lower-Tier REMICs" and each a "Lower-Tier REMIC") and the "Upper-Tier REMIC", and collectively, the "Trust REMICs"). The Floating Loan Group Lower-Tier REMIC will hold the underlying mortgage loans in the Floating Loan Group, the proceeds of the related underlying mortgage loans (exclusive of Static Prepayment Premiums) in the Floating Loan Group, the related portion of the collection account, the related portion of the distribution account, the Initial Interest Reserve

Account, certain other related accounts, and the portion of any property that secured a related underlying mortgage loan in the Floating Loan Group that was acquired by foreclosure or deed-in-lieu of foreclosure, and will issue certain uncertificated classes of “regular interests” (the “Floating Loan Group Lower-Tier REMIC Regular Interests”) as classes of “regular interests” in the Floating Loan Group Lower-Tier REMIC and the sole class of “residual interests” in the Floating Loan Group Lower-Tier REMIC, represented by the class R certificates. The Fixed Loan Group Lower-Tier REMIC will hold the underlying mortgage loans in the Fixed Loan Group, the proceeds of the related underlying mortgage loans in the Fixed Loan Group, the related portion of the collection account, the related portion of the distribution account, the interest reserve account and other related accounts, and the portion of any property that secured a related underlying mortgage loan in the Fixed Loan Group that was acquired by foreclosure or deed-in-lieu of foreclosure, and will issue certain uncertificated classes of “regular interests” (the “Fixed Loan Group Lower-Tier REMIC Regular Interests,” and together with the Floating Loan Group Lower-Tier REMIC Regular Interests, the “Lower-Tier REMIC Regular Interests”) as classes of “regular interests” in the Fixed Loan Group Lower-Tier REMIC and the sole class of “residual interests” in the Fixed Loan Group Lower-Tier REMIC, represented by the class R certificates.

The Upper-Tier REMIC will hold the Lower-Tier REMIC Regular Interests and the related portion of the distribution account and will issue (i) uncertificated classes of “regular interests,” corresponding to the class A-FL, B-FL and XI certificates (such “regular interests,” the “Floating Loan Group Upper-Tier REMIC Regular Interests”), (ii) uncertificated classes of “regular interests,” corresponding to the class A-1, A-2, B-FX and X certificates (the “Fixed Loan Group Upper-Tier REMIC Regular Interests” and together with the Floating Loan Group Upper-Tier REMIC Regular Interests, the “Upper-Tier REMIC Regular Interests”) in the Upper-Tier REMIC and (iii) the sole class of “residual interests” in the Upper-Tier REMIC, represented by the class R certificates. Qualification as a REMIC requires ongoing compliance with certain conditions. Assuming (i) the making of appropriate elections, (ii) compliance with the Pooling and Servicing Agreement, and (iii) compliance with any changes in the law, including any amendments to the Code or applicable Treasury Regulations thereunder, in the opinion of Cadwalader, Wickersham & Taft LLP, counsel to the depositor, each of the Trust REMICs will qualify as a REMIC on the Closing Date and thereafter. Additionally, the portion of the issuing entity (the “Grantor Trust”) consisting of (1) the Upper-Tier REMIC Regular Interests, and the right of the class B-FL and B-FX certificates to receive, and the obligation of the class XI and X certificates to pay, Floating Loan Group Additional Interest Distribution Amounts and Fixed Loan Group Additional Interest Distribution Amounts, respectively (the “Basis Risk Contracts”) and (2) the Static Prepayment Premiums in respect of the underlying mortgage loans in the Floating Loan Group and, in each case, the related amounts held from time to time in the distribution account will be treated as a grantor trust under the subpart E, part I of subchapter J of the Code, and the class A-FL, XI, XP, B-FL A-1, A-2, X and B-FX certificates will represent undivided beneficial interests in their respective portions of the Grantor Trust. References in this information circular to “REMIC” refer to any of the Floating Loan Group Lower-Tier REMIC, the Fixed Loan Group Lower-Tier REMIC or the Upper-Tier REMIC, as appropriate. References to “Holder” or “Certificateholder” in this discussion are to the beneficial owner of a certificate as specified in this information circular. As used in this information circular, the term “Regular Certificates” refers to (i) the class A-FL, XI and B-FL certificates, to the extent that such classes represent beneficial interests in the related classes of Floating Loan Group Upper-Tier REMIC Regular Interests, without regard to any right to receive or obligation to pay, as applicable, any Floating Loan Group Additional Interest Distribution Amounts and (ii) the class A-1, A-2, X and B-FX certificates, to the extent that such classes represent beneficial interests in the related classes of Fixed Loan Group Upper-Tier REMIC Regular Interests, without regard to any right to receive or obligation to pay, as applicable, any Fixed Loan Group Additional Interest Distribution Amounts.

Qualification as a REMIC

In order for each of the Trust REMICs to qualify as a REMIC, there must be ongoing compliance on the part of each REMIC with the requirements set forth in the Code. Each of the Trust REMICs must fulfill an asset test, which requires that no more than a *de minimis* portion of the assets of each REMIC, as of the close of the third calendar month beginning after the “Startup Day” (which for purposes of this discussion is the Closing Date) and at all times thereafter, may consist of assets other than “qualified mortgages” and “permitted investments.” The Treasury Regulations applicable to REMICs (the “REMIC Regulations”) provide a safe harbor pursuant to which the *de minimis* requirements will be met if at all times the aggregate adjusted basis of the nonqualified assets is less than 1% of the aggregate adjusted basis of all the REMIC’s assets. Each REMIC also must provide “reasonable arrangements” to prevent its residual interests from being held by “disqualified organizations” or their agents and

must furnish applicable tax information to transferors or agents that violate this requirement. The Pooling and Servicing Agreement will provide that no legal or beneficial interest in the class R certificates may be transferred or registered unless certain conditions, designed to prevent violation of this requirement, are met.

A qualified mortgage is any obligation that is principally secured by interest in real property and that is either transferred to the REMIC on the Startup Day or is either purchased by the REMIC within a three-month period thereafter or represents an increase in the loan advanced to the obligor under its original terms, in either case, pursuant to a fixed price contract in effect on the Startup Day. Qualified mortgages include whole mortgage loans or participation interests in whole mortgage loans, such as the underlying mortgage loans, and regular interests in another REMIC, such as the Lower-Tier REMIC Regular Interests that are held by the Upper-Tier REMIC, *provided*, in general, (i) the fair market value of the real property security (including buildings and structural components of the buildings) is at least 80% of the outstanding principal balance of the related underlying mortgage loan either at origination or as of the Startup Day (a loan-to-value ratio of not more than 125% with respect to the real property security, with the value of the mortgaged real property first being reduced by the outstanding principal balance of any Senior Loans and a proportionate amount of the outstanding principal balance of any loan secured by the related mortgaged real property that is of the same level of priority with the underlying mortgage loan) or (ii) substantially all the proceeds of an underlying mortgage loan were used to acquire, improve or protect an interest in real property that, at the origination date, was the only security for the underlying mortgage loans. If an underlying mortgage loan was not in fact principally secured by real property or is otherwise not a qualified mortgage, it must be disposed of within 90 days of discovery of such defect, or otherwise ceases to be a qualified mortgage after such 90-day period.

Permitted investments include cash flow investments, qualified reserve assets and foreclosure property. A cash flow investment is an investment, earning a return in the nature of interest, of amounts received on or with respect to qualified mortgages for a temporary period, not exceeding 13 months, until the next scheduled distribution to Holders of interests in the REMIC. A qualified reserve asset includes any intangible property held for investment that is part of any reasonably required reserve maintained by the REMIC to provide for payments of expenses of the REMIC or amounts due on the regular or residual interests in the event of defaults (including delinquencies) on the qualified mortgages, lower than expected reinvestment returns, prepayment interest shortfalls and certain other contingencies. The Trust REMICs will not hold any reserve funds. Foreclosure property is real property acquired by a REMIC in connection with the default or imminent default of a qualified mortgage and maintained by the REMIC in compliance with applicable rules, *provided* the depositor had no knowledge or reason to know as of the Startup Day that such a default had occurred or would occur. Foreclosure property may generally not be held after the close of the third calendar year beginning after the date the REMIC acquires such property, with one extension that may be granted by the IRS. In addition, a Partial Condemnation Loan will fail to be a qualified mortgage on the date of the release from the lien of such Partial Condemnation Loan of the portion of the mortgaged real property subject to the partial taking or partial condemnation unless there is an accompanying paydown of such Partial Condemnation Loan by a “qualified amount” as determined under Revenue Procedure 2010-30 or successor provisions. See “The Pooling and Servicing Agreement—Modifications, Waivers, Amendments and Consents” in this information circular. If such paydown does not occur as provided in Revenue Procedure 2010-30 or successor provisions, and such Partial Condemnation Loan is not timely sold, the Trust REMICs may fail to qualify as REMICs.

In addition to these requirements, the various interests in a REMIC also must meet certain requirements. All of the interests in a REMIC must be either of the following: (i) one or more classes of regular interests or (ii) a single class of residual interests on which distributions, if any, are made *pro rata*. A regular interest is an interest in a REMIC that is issued on the Startup Day with fixed terms, is designated as a regular interest, unconditionally entitles the Holder to receive a specified principal amount, and provides that interest payments, if any, at or before maturity either are payable based on a fixed rate or a qualified variable rate, or consist of a specified, nonvarying portion of the interest payments on the qualified mortgages. The rate on the specified portion may be a fixed rate, a variable rate, or the difference between one fixed or qualified variable rate and another fixed or qualified variable rate. The specified principal amount of a regular interest that provides for interest payments consisting of a specified, nonvarying portion of interest payments on qualified mortgages may be zero. An interest in a REMIC may be treated as a regular interest even if payments of principal with respect to such interest are subordinated to payments on other regular interests or the residual interest in the REMIC, and are dependent on the absence of defaults or delinquencies on qualified mortgages or permitted investments, lower than reasonably expected returns on permitted investments, expenses incurred by REMIC or Prepayment Interest Shortfalls. A residual interest is an

interest in a REMIC other than a regular interest that is issued on the Startup Day and that is designated as a residual interest. Accordingly, the Upper-Tier REMIC Regular Interests represented by the Regular Certificates will constitute classes of regular interests in the Upper-Tier REMIC; the Floating Loan Group Lower-Tier REMIC Regular Interests will constitute classes of regular interests in the Floating Loan Group Lower-Tier REMIC; the Fixed Loan Group Lower-Tier REMIC Regular Interests will constitute regular interests in the Fixed Loan Group Lower-Tier REMIC, and the class R certificates will represent the sole class of residual interests in the Floating Loan Group Lower-Tier REMIC, the Fixed Loan Group Lower-Tier REMIC and the Upper-Tier REMIC, respectively.

If an entity fails to comply with one or more of the ongoing requirements of the Code for status as one or more REMICs during any taxable year, the Code provides that the entity or applicable portion of that entity will not be treated as a REMIC for such year and thereafter. In this event, any entity with debt obligations with two or more maturities, such as the issuing entity, may be treated as a separate association taxable as a corporation under Treasury Regulations, and the certificates may be treated as equity interests in the issuing entity. The Code, however, authorizes Treasury to provide relief where failure to meet one or more of the requirements for REMIC status occurs inadvertently and in good faith. Investors should be aware, however, that the Conference Committee Report to the Tax Reform Act of 1986 (the “1986 Act”) indicates that the relief may be accompanied by sanctions, such as the imposition of a corporate tax on all or a portion of the REMIC’s income for the period of time in which the requirements for REMIC status are not satisfied.

Status of Regular Certificates

Except as provided below, Regular Certificates held by a real estate investment trust will constitute “real estate assets” within the meaning of Code Section 856(c)(5)(B) and interest and original issue discount (“OID”) on the Regular Certificates will be considered “interest on obligations secured by mortgages on real property or on interests in real property” within the meaning of Code Section 856(c)(3)(B) in the same proportion that, for both purposes, the assets of the issuing entity would be so treated. For purposes of Code Section 856(c)(5)(B), payments of principal and interest on the underlying mortgage loans that are reinvested pending distribution to Holders of Regular Certificates qualify for such treatment. Regular Certificates held by a domestic building and loan association will be treated as “loans . . . secured by an interest in real property which is . . . residential real property” within the meaning of Code Section 7701(a)(19)(C)(v). For purposes of these tests, the Trust REMICs are treated as a single REMIC. If at all times 95% or more of the assets of the Trust REMICs qualify for each of these treatments, the Regular Certificates will qualify for the corresponding status in their entirety. Regular Certificates held by certain financial institutions will constitute an “evidence of indebtedness” within the meaning of Code Section 582(c)(1).

These treatments will not apply to the extent of the portion of the basis of the holders of a class B-FX or B-FL certificates that is allocable to the related Basis Risk Contract. In addition, because the class B-FX and B-FL certificates and the class X and XI certificates also represent the right to receive and the obligation to make, respectively, payments under the related Basis Risk Contract, they may not be suitable for inclusion in another REMIC.

Taxation of Regular Certificates

General. In general, interest, OID and market discount on a Regular Certificate will be treated as ordinary income to a Certificateholder, and principal payments on a Regular Certificate will be treated as a return of capital to the extent of the Certificateholder’s basis allocable to its Regular Certificate (other than accrued market discount, if any, not yet reported as income). The Holders of a class B-FX and B-FL certificates must each allocate its basis between its related Upper-Tier REMIC Regular Interest and its right to receive payments under the related Basis Risk Contract (to the extent such rights have value). See “—Taxation of the Basis Risk Contracts” below. Certificateholders must use the accrual method of accounting with respect to the Regular Certificates, regardless of the method of accounting otherwise used by such Certificateholders.

Notwithstanding the following, under new legislation enacted on December 22, 2017 (the “Tax Cuts and Jobs Act”), for tax years beginning after December 31, 2017, Regular Certificateholders may be required to accrue additional amounts of Static Prepayment Premiums, Yield Maintenance Charges and other amounts no later than the

tax year they included such amounts as revenue on applicable financial statements. In addition, income from a debt instrument having OID will be subject to this rule for tax years beginning after December 31, 2018. Prospective investors are urged to consult their tax counsel regarding the potential application of the Tax Cuts and Jobs Act to their particular situation.

Original Issue Discount. Holders of Regular Certificates issued with OID generally must include OID in ordinary income for federal income tax purposes as it accrues in accordance with the constant yield method, which takes into account the compounding of interest, in advance of receipt of the cash attributable to such income. The following discussion is based in part on temporary and final Treasury Regulations (the “OID Regulations”) under Code Sections 1271 through 1273 and 1275 and in part on the provisions of the 1986 Act. Certificateholders should be aware, however, that the OID Regulations do not adequately address certain issues relevant to prepayable securities, such as the Regular Certificates. To the extent such issues are not addressed in the OID Regulations, it is anticipated that the certificate administrator will apply the methodology described in the Conference Committee Report to the 1986 Act. No assurance can be provided that the IRS will not take a different position as to those matters not currently addressed by the OID Regulations. Moreover, the OID Regulations include an anti-abuse rule allowing the IRS to apply or depart from the OID Regulations where necessary or appropriate to ensure a reasonable tax result in light of the applicable statutory provisions. A tax result will not be considered unreasonable under the anti-abuse rule in the absence of a substantial effect on the present value of a taxpayer’s tax liability. Investors are advised to consult their own tax advisors as to the discussion in this information circular and the appropriate method for reporting interest and OID with respect to the Regular Certificates.

Each Regular Certificate will be treated as a single installment obligation for purposes of determining the OID includible in a Certificateholder’s income. The total amount of OID on a Regular Certificate is the excess of the “stated redemption price at maturity” of the Regular Certificate over its “issue price.” The issue price of a class of Regular Certificates is the first price at which a substantial amount of Regular Certificates of such class (in each case, to the extent not allocable to the related Basis Risk Contract, if any) are sold to investors (excluding bond houses, brokers and underwriters). Although unclear under the OID Regulations, it is anticipated that the certificate administrator will treat the issue price of a class of Regular Certificates as to which there is no substantial sale as of the Closing Date as the fair market value of such class as of the Closing Date. The issue price of a class of Fixed Loan Group Certificates also includes the amount paid by an initial certificateholder of such class for accrued interest that relates to a period prior to the Closing Date of such class of Fixed Loan Group Certificates. The issue price of the class XI and X certificates will be the price thereof, plus the amount, if any, deemed received for providing the related Basis Risk Contract. The stated redemption price at maturity of a Regular Certificate is the sum of all payments of the Regular Certificate other than any qualified stated interest payments. Under the OID Regulations, qualified stated interest generally means interest payable at a single fixed rate or a qualified variable rate, *provided* that such interest payments are unconditionally payable at intervals of one year or less during the entire term of the obligation. Because there is no penalty or default remedy in the case of nonpayment of interest with respect to a Regular Certificate, it is possible that no interest on any class of Regular Certificates will be treated as qualified stated interest. However, because the underlying mortgage loans provide for remedies in the event of default, it is anticipated, unless required otherwise by applicable Treasury Regulations, that the certificate administrator will treat all payments of stated interest on the Regular Certificates (other than the class XI and X certificates) as qualified stated interest. Based on the foregoing, it is anticipated that the Upper-Tier REMIC Regular Interests represented by the class A-1, A-2 and A-FL certificates will not be issued with OID.

It is anticipated that the certificate administrator will treat the Upper-Tier REMIC Regular Interests represented by the class XI and X certificates as having no qualified stated interest. Accordingly, the Upper-Tier REMIC Regular Interests represented by the class XI and X certificates will be considered to be issued with OID in amounts equal to the excess of all distributions of interest expected to be received on such certificates (without regard to the payment of Floating Loan Group Additional Interest Distribution Amounts in the case of the class XI certificates or Fixed Loan Group Additional Interest Distribution Amounts in the case of the class X certificates) over their issue price (including accrued interest). Any “negative” amounts of OID on such classes attributable to rapid prepayments with respect to the underlying mortgage loans in the related Loan Group will not be deductible currently. A Holder of the class X or XI certificates may be entitled to a loss deduction, which may be a capital loss, to the extent it becomes certain that such Holder will not recover a portion of its basis in the related Upper-Tier REMIC Regular Interest, assuming no further prepayments. In the alternative, it is possible that rules similar to the “noncontingent bond method” of the contingent interest rules of the OID Regulations may be promulgated with respect to the class

X or XI certificates. Unless and until required otherwise by applicable authority, it is not anticipated that the contingent interest rules will apply.

Under a *de minimis* rule, OID on a Regular Certificate will be considered to be zero if such OID is less than 0.2500% of the stated redemption price at maturity of the Regular Certificate multiplied by the weighted average maturity of the Regular Certificate. For this purpose, the weighted average maturity is computed as the sum of the amounts determined by multiplying the number of full years (*i.e.*, rounding down partial years) from the Closing Date until each distribution scheduled to be made by a fraction, the numerator of which is the amount of each distribution included in the stated redemption price at maturity of the Regular Certificate and the denominator of which is the stated redemption price at maturity of the Regular Certificate. The Conference Committee Report to the 1986 Act provides that the schedule of such distributions should be determined in accordance with the assumed rate of prepayments of the underlying mortgage loans, *i.e.*, no prepayments and no extensions (the “Prepayment Assumption”). Holders generally must report *de minimis* OID *pro rata* as principal payments are received, and such income will be capital gain if the Regular Certificate is held as a capital asset. However, under the OID Regulations, Certificateholders may elect to accrue all *de minimis* OID as well as market discount and premium under the constant yield method. See “—Election to Treat All Interest Under the Constant Yield Method” below.

The holder of a Regular Certificate issued with OID generally must include in gross income for any taxable year the sum of the “daily portions,” as defined below, of the OID on the Regular Certificate accrued during an accrual period for each day on which it holds the Regular Certificate, including the date of purchase but excluding the date of disposition. With respect to each such Regular Certificate, a calculation will be made of the OID that accrues during each successive full accrual period that ends on the day prior to each distribution date with respect to the Regular Certificate. The OID accruing in a full accrual period will be the excess, if any, of (i) the sum of (a) the present value of all of the remaining distributions to be made on the Regular Certificate as of the end of that accrual period based on the Prepayment Assumption and (b) the distributions made on the Regular Certificate during the accrual period that are included in the Regular Certificate’s stated redemption price at maturity, over (ii) the adjusted issue price of the Regular Certificate at the beginning of the accrual period. The present value of the remaining distributions referred to in the preceding sentence is calculated based on (i) the yield to maturity of the Regular Certificate as of the Startup Day, (ii) events (including actual prepayments) that have occurred prior to the end of the accrual period, (iii) with respect to the class A-FL, XI and B-FL certificates, the assumption that the value of LIBOR used to compute the initial pass-through rate of such Regular Certificate does not change thereafter and (iv) the assumption that the remaining payments will be made in accordance with the original Prepayment Assumption. For these purposes, the adjusted issue price of a Regular Certificate at the beginning of any accrual period equals the issue price of the Regular Certificate, increased by the aggregate amount of OID with respect to the Regular Certificate that accrued in all prior accrual periods and reduced by the amount of distributions included in the Regular Certificate’s stated redemption price at maturity that were made on the Regular Certificate that were attributable to such prior periods. The OID accruing during any accrual period (as determined in this paragraph) will then be divided by the number of days in the period to determine the daily portion of OID for each day in the period. The OID allocable to the short first accrual period will be computed based on the exact method.

Under the method described above, the daily portions of OID required to be included as ordinary income by a Certificateholder generally will increase to take into account prepayments on the related Regular Certificates as a result of prepayments on the underlying mortgage loans in the related Loan Group. Due to the unique nature of interest-only REMIC regular interests, the preceding sentence may not apply in the case of the class X or XI certificates.

Acquisition Premium. A purchaser of a Regular Certificate at a price greater than its adjusted issue price and less than its remaining stated redemption price at maturity will be required to include in gross income the daily portions of the OID on the Regular Certificate reduced *pro rata* by a fraction, the numerator of which is the excess of its purchase price over such adjusted issue price and the denominator of which is the excess of the remaining stated redemption price at maturity over the adjusted issue price. Alternatively, such a purchaser may elect to treat all such acquisition premium under the constant yield method, as described below under the heading “—Election to Treat All Interest Under the Constant Yield Method” below.

Market Discount. A purchaser of a Regular Certificate also may be subject to the market discount rules of Code Sections 1276 through 1278. Under these Code sections and the principles applied by the OID Regulations in the context of OID, “market discount” is the amount by which the purchaser’s original basis in the Regular Certificate

(i) is exceeded by the remaining outstanding principal payments and non-qualified stated interest payments due on a Regular Certificate, or (ii) in the case of a Regular Certificate having OID, is exceeded by the adjusted issue price of such Regular Certificate at the time of purchase. Such purchaser generally will be required to recognize ordinary income to the extent of accrued market discount on such Regular Certificate as distributions includible in the stated redemption price at maturity of such Regular Certificate are received, in an amount not exceeding any such distribution. Such market discount would accrue in a manner to be provided in Treasury Regulations and should take into account the Prepayment Assumption. The Conference Committee Report to the 1986 Act provides that until such regulations are issued, such market discount would accrue, at the election of the Certificateholder, either (i) on the basis of a constant interest rate or (ii) in the ratio of interest accrued for the relevant period to the sum of the interest accrued for such period plus the remaining interest after the end of such period, or, in the case of classes issued with OID, in the ratio of OID accrued for the relevant period to the sum of the OID accrued for such period plus the remaining OID after the end of such period. Such purchaser also generally will be required to treat a portion of any gain on a sale or exchange of the Regular Certificate as ordinary income to the extent of the market discount accrued to the date of disposition under one of these methods, less any accrued market discount previously reported as ordinary income as partial distributions in reduction of the stated redemption price at maturity were received. Such purchaser will be required to defer deduction of a portion of the excess of the interest paid or accrued on indebtedness incurred to purchase or carry the Regular Certificate over the interest (including OID) distributable on such Regular Certificate. The deferred portion of such interest expense in any taxable year generally will not exceed the accrued market discount on the Regular Certificate for such year. Any such deferred interest expense is, in general, allowed as a deduction not later than the year in which the related market discount income is recognized or the Regular Certificate is disposed of. As an alternative to the inclusion of market discount in income on this basis, the Certificateholder may elect to include market discount in income currently as it accrues on all market discount instruments acquired by such Certificateholder in that taxable year or thereafter, in which case the interest deferral rule will not apply. See “—Election to Treat All Interest Under the Constant Yield Method” below regarding an alternative manner in which such election may be deemed to be made.

Market discount with respect to a Regular Certificate will be considered to be zero if such market discount is less than 0.2500% of the remaining stated redemption price at maturity of such Regular Certificate multiplied by the weighted average maturity of the Regular Certificate remaining after the date of purchase. For this purpose, the weighted average maturity is determined by multiplying the number of full years (*i.e.*, rounding down partial years) from the Closing Date until each distribution in reduction of stated redemption price at maturity is scheduled to be made by a fraction, the numerator of which is the amount of each such distribution included in the stated redemption price at maturity of the Regular Certificate and the denominator of which is the total stated redemption price at maturity of the Regular Certificate. It appears that *de minimis* market discount would be reported *pro rata* as principal payments are received. Treasury Regulations implementing the market discount rules have not yet been issued, and investors should therefore consult their own tax advisors regarding the application of these rules as well as the advisability of making any of the elections with respect to any market discount. Investors should also consult Revenue Procedure 92-67 concerning the elections to include market discount in income currently and to accrue market discount on the basis of the constant yield method.

Premium. A Regular Certificate purchased upon initial issuance or in the secondary market at a cost greater than its remaining stated redemption price at maturity generally is considered to be purchased at a premium. If the Certificateholder holds such Regular Certificate as a “capital asset” within the meaning of Code Section 1221, the Certificateholder may elect under Code Section 171 to amortize such premium under the constant yield method. Final Treasury Regulations under Code Section 171 do not, by their terms, apply to prepayable obligations such as the Regular Certificates. However, the Conference Committee Report to the 1986 Act indicates a Congressional intent that the same rules that will apply to the accrual of market discount on installment obligations will also apply to amortizing bond premium under Code Section 171 on installment obligations such as the Regular Certificates, although it is unclear whether the alternatives to the constant interest method described above under “—Market Discount” are available. Amortizable bond premium will be treated as an offset to interest income on a Regular Certificate rather than as a separate deduction item. See “—Election to Treat All Interest Under the Constant Yield Method” below regarding an alternative manner in which the Code Section 171 election may be deemed to be made. Based on the foregoing, it is anticipated that the Upper-Tier REMIC Regular Interest represented by the class A-1 and A-2 certificates will be issued at a premium and the Upper-Tier REMIC Regular Interest represented by the class A-FL certificates will not be issued at a premium. Because the stated redemption price at maturity of the class

XI and X certificates will include all anticipated distributions of interest on such class, it is unlikely that such classes could be purchased at a premium.

Election to Treat All Interest Under the Constant Yield Method. A Holder of a debt instrument such as a Regular Certificate may elect to treat all interest that accrues on the instrument using the constant yield method, with none of the interest being treated as qualified stated interest. For purposes of applying the constant yield method to a debt instrument subject to such an election, (i) “interest” includes stated interest, OID, *de minimis* OID, market discount and *de minimis* market discount, as adjusted by any amortizable bond premium or acquisition premium and (ii) the debt instrument is treated as if the instrument were issued on the Holder’s acquisition date in the amount of the Holder’s adjusted basis immediately after acquisition. A Holder generally may make such an election on an instrument-by-instrument basis or for a class or group of debt instruments. However, if the Holder makes such an election with respect to a debt instrument with amortizable bond premium or with market discount, the Holder is deemed to have made elections to amortize bond premium or to report market discount income currently as it accrues under the constant yield method, respectively, for all premium bonds held or acquired or market discount bonds acquired by the Holder on the first day of the taxable year of the election or thereafter. The election is made on the Holder’s federal income tax return for the year in which the debt instrument is acquired and is irrevocable except with the approval of the IRS. Investors should consult their own tax advisors regarding the advisability of making such an election.

Treatment of Losses. Holders of the Regular Certificates will be required to report income with respect to them on the accrual method of accounting, without giving effect to delays or reductions in distributions attributable to a default or delinquency on the underlying mortgage loan, except to the extent it can be established that such losses are uncollectible. Accordingly, the Holder of a Regular Certificate may have income, or may incur a diminution in cash flow as a result of a default or delinquency, but may not be able to take a deduction (subject to the discussion below) for the corresponding loss until a subsequent taxable year. In this regard, investors are cautioned that while they generally may cease to accrue interest income if it reasonably appears that the interest will be uncollectible, the IRS may take the position that OID must continue to be accrued in spite of its uncollectibility until the debt instrument is disposed of in a taxable transaction or becomes worthless in accordance with the rules of Code Section 166. Under Code Section 166, other than with respect to Holders of the class X or XI certificates, Certificateholders that are corporations or that otherwise hold the Regular Certificates in connection with a trade or business should in general be allowed to deduct as an ordinary loss any such loss sustained during the taxable year on account of any such Regular Certificates becoming wholly or partially worthless, and, in general, Certificateholders that are not corporations and do not hold the Regular Certificates in connection with a trade or business will be allowed to deduct as a short-term capital loss any loss with respect to principal sustained during the taxable year on account of any class of such Regular Certificates becoming wholly worthless. Although the matter is not free from doubt, such non-corporate Certificateholders should be allowed a bad debt deduction at such time as the outstanding principal balance of any class of such Regular Certificates is reduced to reflect losses resulting from liquidation of the related underlying mortgage loan to the extent the outstanding principal balance of such Regular Certificate is reduced below the Certificateholder’s basis in such Regular Certificate. Notwithstanding the foregoing, Holders of class X or XI certificates may not be entitled to a bad debt loss under Code Section 166. The IRS could also assert that losses on a class of Regular Certificates are deductible based on some other method, such as reducing future cash flow for purposes of computing OID. This may have the effect of creating “negative” OID which, with the possible exception of the method discussed in the following sentence, would be deductible only against future positive OID or otherwise upon termination of the applicable class. Although not free from doubt, a Certificateholder with negative OID may be entitled to deduct a loss to the extent that its remaining basis would exceed the maximum amount of future payments to which such Holder was entitled, assuming no further prepayments. Certificateholders are urged to consult their own tax advisors regarding the appropriate timing, amount and character of any loss sustained with respect to such Regular Certificates. Special loss rules are applicable to banks and thrift institutions, including rules regarding reserves for bad debts. Such taxpayers are advised to consult their tax advisors regarding the treatment of losses on the Regular Certificates.

Sale or Exchange of Regular Certificates. If a Certificateholder sells or exchanges a Regular Certificate, the Certificateholder will recognize gain or loss equal to the difference, if any, between the amount received and its adjusted basis in the related Upper-Tier REMIC Regular Interest (in the case of (i) a class B-FX and B-FL certificate, allocated based on the relative fair market values of the related Upper-Tier REMIC Regular Interest and the related Basis Risk Contract, and (ii) the class X and XI certificates, inclusive of the unamortized value of the

right to receive premiums for the Basis Risk Contracts). The adjusted basis of a related Upper-Tier REMIC Regular Interest generally will equal the cost of the related Regular Certificate to the seller allocable to such Upper-Tier REMIC Regular Interest, increased by any OID, market discount or other amounts previously included in the seller's gross income with respect to the Regular Certificate and reduced by amounts included in the stated redemption price at maturity of the Regular Certificate that were previously received by the seller, by any amortized premium, and by any deductible losses on such Regular Certificate.

Except as described above with respect to market discount, and except as provided in this paragraph, any gain or loss on the sale or exchange of a Regular Certificate realized by an investor who holds the Regular Certificate as a capital asset will be capital gain or loss and will be long-term or short-term depending on whether the Regular Certificate has been held for the long-term capital gain holding period (currently more than one year). Such gain will be treated as ordinary income (i) if the Regular Certificate is held as part of a "conversion transaction" as defined in Code Section 1258(c), up to the amount of interest that would have accrued on the Certificateholder's net investment in the conversion transaction at 120% of the appropriate applicable Federal rate under Code Section 1274(d) in effect at the time the taxpayer entered into the transaction minus any amount previously treated as ordinary income with respect to any prior disposition of property that was held as part of such transaction, (ii) in the case of a noncorporate taxpayer, to the extent such taxpayer has made an election under Code Section 163(d)(4) to have net capital gains taxed as investment income at ordinary income rates, or (iii) to the extent that such gain does not exceed the excess, if any, of (a) the amount that would have been includible in the gross income of the Holder if his yield on such Regular Certificate were 110% of the applicable federal rate as of the date of purchase, over (b) the amount of income actually includible in the gross income of such Holder with respect to the Regular Certificate. In addition, gain or loss recognized from the sale of a Regular Certificate by certain banks or thrift institutions will be treated as ordinary income or loss pursuant to Code Section 582(c). Long-term capital gains of individuals are taxed at a lower rate than ordinary income and short-term capital gains. Tax rates of corporations are the same for capital gains and ordinary income, but their capital losses may be offset only against capital gains.

Taxation of Static Prepayment Premiums and Yield Maintenance Charges

A portion of certain Static Prepayment Premiums and Yield Maintenance Charges actually collected on the underlying mortgage loans will be distributed to the offered certificates as and to the extent described in this information circular. It is not entirely clear under the Code when the amount of Static Prepayment Premiums or Yield Maintenance Charges should be taxed to the holder entitled to that amount. For federal income tax reporting purposes, the certificate administrator will report the applicable Static Prepayment Premiums or Yield Maintenance Charges as income to the holders of the offered certificates entitled to such amounts only after the master servicer's actual receipt of those amounts. The IRS may nevertheless seek to require that an assumed amount of such Static Prepayment Premiums or Yield Maintenance Charges be included in payments projected to be made on the offered certificates and that the taxable income be reported based on a projected constant yield to maturity. Therefore, the projected Static Prepayment Premiums or Yield Maintenance Charges would be included prior to their actual receipt by holders of the offered certificates. If the projected Static Prepayment Premiums or Yield Maintenance Charges were not actually received, presumably the holder of an offered certificate would be allowed to claim a deduction or reduction in gross income at the time the unpaid Static Prepayment Premiums or Yield Maintenance Charges had been projected to be received. Moreover, it appears that Static Prepayment Premiums and Yield Maintenance Charges are to be treated as ordinary income rather than capital gain. However, the correct characterization of the income is not entirely clear. We recommend that holders of offered certificates consult their own tax advisors concerning the treatment of Static Prepayment Premiums and Yield Maintenance Charges.

Taxation of the Basis Risk Contracts

The Pooling and Servicing Agreement will provide that (i) each Holder of a class B-FX and B-FL certificate is intended to be treated for federal income tax purposes as having entered into its proportionate share of the rights of such class under the related Basis Risk Contract and (ii) each Holder of a class X and XI certificate will be deemed to have entered into the obligation to make payments under a Basis Risk Contract. Each Holder of a class B-FX, B-FL, X and XI certificate will have agreed to the foregoing characterization and to treat the Basis Risk Contracts as a notional principal contracts under applicable Treasury Regulations, beneficially owned by the Holders of the class B-FX and B-FL certificates through the Grantor Trust.

The Holders of the class B-FX and B-FL certificates must allocate the price they pay for their certificates between their interests in the related Upper-Tier REMIC Regular Interest and the related Basis Risk Contract based on their relative fair market values. The portion, if any, allocated to the related Basis Risk Contract will be treated as a cap premium (“Cap Premium”) paid by the Holders of the class B-FX and B-FL certificates. Each such Cap Premium will reduce the purchase price allocable to the related Regular Certificate. In the case of the class X and XI certificates, any Cap Premium deemed received with respect to the obligation to make payments under the Basis Risk Contracts will be treated as Cap Premiums received and will increase the purchase price of the Upper-Tier REMIC Regular Interest owned by the Holders of the class X and XI certificates. The initial amount of such Cap Premiums will be furnished by the depositor to the certificate administrator for federal income tax reporting purposes, but such amounts may differ for purchasers after the initial issuance of the class B-FX and B-FL certificates. A Holder of a class B-FX and B-FL certificate or a class X and XI certificate will be required to amortize any Cap Premium under a level payment method as if the Cap Premium represented the present value of a series of equal payments made (or in the case of the class X and XI certificates, received) over the life of the related Basis Risk Contract (adjusted to take into account decreases in notional principal amount), discounted at a rate equal to the rate used to determine the amount of the Cap Premium (or some other reasonable rate). Prospective purchasers of class B-FX, B-FL, X or XI certificates should consult their own tax advisors regarding the appropriate method of amortizing any related Cap Premium. Under current law, Treasury Regulations treat a non-periodic payment made under a notional principal contract as a loan for federal income tax purposes if the payment is “significant”. It is not anticipated that any Cap Premium would be treated in part as a loan under the currently applicable Treasury Regulations. However, under temporary Treasury Regulations and recent IRS guidance, any non-periodic payments under notional principal contracts entered into on or after six months after the publication of final Treasury Regulations (possibly including transfers of class B-FX, B-FL, X or XI certificates occurring on or after that date) will be treated as a loan for federal income tax purposes, but it is not clear whether this provision of the temporary Treasury Regulations will apply to the Basis Risk Contracts. Investors should consult their own tax advisors regarding the application of these temporary Treasury Regulations.

Under Treasury Regulations (i) all taxpayers must recognize periodic payments with respect to a notional principal contract under the accrual method of accounting, and (ii) any periodic payments received under the Basis Risk Contracts (or made, in the case of the class X and XI certificates) must be netted against payments deemed made to the related counterparty (or deemed received, in the case of the class X and XI certificates) as a result of the related Cap Premium over the recipient’s taxable year, rather than accounted for on a gross basis. Net income or deduction with respect to net payments under a notional principal contract for a taxable year should constitute ordinary income or ordinary deduction. The IRS could contend the amount is capital gain or loss, but such treatment is unlikely, at least in the absence of further regulations. Any regulations requiring capital gain or loss treatment presumably would apply only prospectively. The Tax Cuts and Jobs Act disallows “miscellaneous itemized deductions” within the meaning of Code Section 67 and suspends the application of Code Section 68 for tax years beginning after December 31, 2017 and before January 1, 2026. As a result, investors who are individuals, trusts or estates will be unable to take certain itemized deductions described in these sections pertaining to net payments under a notional principal contract. For tax years beginning after December 31, 2025, individuals, trusts and estates may be limited in their ability to deduct any such net deduction and should consult their tax advisors prior to investing in the class B-FX and B-FL certificates regarding the applicability of these provisions to their particular situation. Under the Tax Cuts and Jobs Act, payments made or deemed made by a U.S. corporation to a related foreign person with respect to a notional principal contract may be subject to a “base erosion minimum tax”, if certain other requirements of the Tax Cuts and Jobs Act are met. Investors should consult their own tax advisors regarding the potential imposition of the base erosion minimum tax on them in respect of payments under the Basis Risk Contracts to related foreign persons.

Any amount of proceeds from the sale, redemption or retirement of a class B-FX and B-FL certificate that is considered to be allocated to the Holder’s rights under the related Basis Risk Contract would be considered a “termination payment” allocable to that certificate under Treasury Regulations. A Holder of a class B-FX and B-FL certificate will have gain or loss from such a termination equal to (i) any termination payment it received or is deemed to have received minus (ii) the unamortized portion of any Cap Premium paid (or deemed paid) by the Holder of a class B-FX and B-FL certificate or (iii) plus the unamortized portion of any Cap Premium received (or deemed received) by the Holder of a class X and XI certificate upon entering into or acquiring its interest in the related notional principal contract. Gain or loss realized upon the termination of a Basis Risk Contract will generally

be treated as capital gain or loss. Moreover, in the case of the bank or thrift institution, Code Section 582(c) would likely not apply to treat such gain or loss as ordinary.

The class B-FX and B-FL certificates, representing a beneficial ownership in the related Upper-Tier REMIC Regular Interest and the related Basis Risk Contract, may constitute positions in a straddle, in which case the straddle rules of Code Section 1092 would apply. A selling Holder's capital gain or loss with respect to such Upper-Tier REMIC Regular Interest would be short term because the holding period would be tolled under the straddle rules. Similarly, capital gain or loss realized in connection with the termination of the related Basis Risk Contract would be short term. If the Holder of a class B-FX and B-FL certificate incurred or continued to incur indebtedness to acquire or hold such certificate, the Holder would generally be required to capitalize a portion of the interest paid on such indebtedness until termination of the related Basis Risk Contract.

Taxes That May Be Imposed on a REMIC

Prohibited Transactions. Income from certain transactions by a REMIC, called "prohibited transactions," will not be part of the calculation of income or loss includible in the federal income tax, but rather will be taxed directly to the REMIC at a 100% rate. Prohibited transactions generally include (i) the disposition of a qualified mortgage other than for (a) substitution within two years of the Startup Day for a defective (including a defaulted) obligation (or repurchase in lieu of substitution of a defective (including a defaulted) obligation at any time) or for any qualified mortgage within three months of the Startup Day, (b) foreclosure, default, or imminent default of a qualified mortgage, (c) bankruptcy or insolvency of the REMIC, or (d) a qualified (complete) liquidation, (ii) the receipt of income from assets that are not the type of mortgages or investments that the REMIC is permitted to hold, (iii) the receipt of compensation for services, or (iv) the receipt of gain from disposition of cash flow investments other than pursuant to a qualified liquidation. Notwithstanding clauses (i) and (iv) above, it is not a prohibited transaction to sell REMIC property to prevent a default on regular interests as a result of a default on qualified mortgages or to facilitate a qualified liquidation or a clean-up call. The REMIC Regulations indicate that the modification of a mortgage loan generally will not be treated as a disposition if it is occasioned by a default or reasonably foreseeable default, an assumption of a mortgage loan, or the waiver of a due-on-sale or due-on-encumbrance clause. It is not anticipated that either of the Trust REMICs will engage in any prohibited transactions, *provided, however*, if an underlying mortgage loan is sold pursuant to a Partial Condemnation Sale (as described under "The Pooling and Servicing Agreement—Modifications, Waivers, Amendments and Consents" in this information circular), such sale will be a prohibited transaction and the net income from such sale will be subject to such tax.

Contributions to a REMIC After the Startup Day. In general, a REMIC will be subject to a tax at a 100% rate on the value of any property contributed to the REMIC after the Startup Day. Exceptions are provided for cash contributions to the REMIC (i) during the three months following the Startup Day, (ii) made to a qualified reserve fund by a holder of a residual interest, (iii) in the nature of a guarantee, (iv) made to facilitate a qualified liquidation or clean-up call, and (v) as otherwise permitted in Treasury Regulations yet to be issued. It is not anticipated that there will be any taxable contributions to any of the Trust REMICs.

Net Income from Foreclosure Property. Each Lower-Tier REMIC will be subject to federal income tax at the corporate rate on "net income from foreclosure property," determined by reference to the rules applicable to real estate investment trusts. Generally, property acquired by foreclosure or deed-in-lieu of foreclosure would be treated as "foreclosure property" until the close of the third calendar year beginning after the related Lower-Tier REMIC's acquisition of a mortgaged real property, with a possible extension. Net income from foreclosure property generally means gain from the sale of a foreclosure property that is inventory property and gross income from foreclosure property other than qualifying rents and other qualifying income for a real estate investment trust.

In order for a mortgaged real property to qualify as foreclosure property, any operation of the mortgaged real property by either Lower-Tier REMIC generally must be conducted through an independent contractor. Further, such operation, even if conducted through an independent contractor, may give rise to "net income from foreclosure property," taxable at the corporate rate. Payment of such tax by either Lower-Tier REMIC would reduce amounts available for distribution to Certificateholders.

The special servicer is required to determine generally that the operation of foreclosure property in a manner that would subject the related Lower-Tier REMIC to such tax would be expected to result in higher after-tax

proceeds then an alternative method of operating such property that would not subject such Lower-Tier REMIC to such tax.

Bipartisan Budget Act of 2015. The Bipartisan Budget Act of 2015 (the “2015 Budget Act”), which was enacted on November 2, 2015, includes new audit rules affecting entities treated as partnerships, their partners and the persons that are authorized to represent entities treated as partnerships in IRS audits and related procedures. Under the 2015 Budget Act, these rules will also apply to REMICs, the holders of their residual interests and the trustees or administrators authorized to represent REMICs in IRS audits and related procedures.

In addition to other changes, under the 2015 Budget Act, unless a REMIC elects otherwise, taxes arising from IRS audit adjustments are required to be paid by the REMIC rather than by its residual interest holders. The certificate administrator will have the authority to utilize, and will be directed to utilize, any exceptions available under the new provisions (including any changes) and Treasury Regulations so that Holders of the class R certificates, to the fullest extent possible, rather than any Trust REMIC itself, will be liable for any taxes arising from audit adjustments to the Trust REMIC’s taxable income. It is unclear how any such exceptions may affect the procedural rules available to challenge any audit adjustment that would otherwise be available in the absence of any such exceptions. Investors should consult their own tax advisors regarding the application of the 2015 Budget Act.

Taxation of Certain Foreign Investors

General. Interest, including OID, distributable to beneficial owners of Regular Certificates and, possibly, Static Prepayment Premiums distributable to beneficial owners of class XP certificates, in each case, who are nonresident aliens, foreign corporations, or other non-U.S. Persons (*i.e.*, any person who is not a “U.S. Person,” as defined in the next paragraph), will be considered “portfolio interest” and, therefore, generally will not be subject to 30% United States withholding tax, *provided* that such non-U.S. Person (i) is not a “10-percent shareholder” within the meaning of Code Section 871(h)(3)(B), or a controlled foreign corporation described in Code Section 881(c)(3)(C) related to, a REMIC (or possibly one or more borrowers) and (ii) provides the certificate administrator, or the person who would otherwise be required to withhold tax from such distributions under Code Section 1441 or 1442, with an appropriate statement, signed under penalties of perjury, identifying the beneficial owner and stating, among other things, that the beneficial owner of the Regular Certificate or class XP certificate is a non-U.S. Person. Furthermore, beneficial owners of Regular Certificates who are non-U.S. persons will not be subject to United States withholding tax with respect to any payments of Floating Loan Group Additional Interest Distribution Amounts or Fixed Loan Group Additional Interest Distribution Amounts. The appropriate documentation includes IRS Form W-8BEN-E or IRS Form W-8BEN, if the non-U.S. Person is an entity (such as a corporation) or individual, respectively, eligible for the benefits of the portfolio interest exemption or an exemption based on a treaty; IRS Form W-8ECI if the non-U.S. Person is eligible for an exemption on the basis of its income from the Regular Certificate or class XP certificate being effectively connected to a United States trade or business; IRS Form W-8BEN-E or IRS Form W-8IMY if the non-U.S. Person is a trust, depending on whether such trust is classified as the beneficial owner of the Regular Certificate or class XP certificate; and IRS Form W-8IMY, with supporting documentation as is specified in the Treasury Regulations, required to substantiate exemptions from withholding on behalf of its partners, if the non-U.S. Person is a partnership. An intermediary (other than a partnership) must provide IRS Form W-8IMY, revealing all required information, including its name, address, taxpayer identification number, the country under the laws of which it is created, and certification that it is not acting for its own account. A “qualified intermediary” must certify that it has provided, or will provide, a withholding statement as required under Treasury Regulations Section 1.1441-1(e)(5)(v), but need not disclose the identity of its account holders on its IRS Form W-8IMY, and may certify its account holders’ status without including each beneficial owner’s certification. A “non-qualified intermediary” must additionally certify that it has provided, or will provide, a withholding statement that is associated with the appropriate IRS Forms W-8 and W-9 required to substantiate exemptions from withholding on behalf of its beneficial owners. The term “intermediary” means a person acting as a custodian, a broker, nominee or otherwise as an agent for the beneficial owner of a Regular Certificate or class XP certificate. A “qualified intermediary” is generally a foreign financial institution or clearing organization or a non-U.S. branch or office of a U.S. financial institution or clearing organization that is a party to a withholding agreement with the IRS. Alternatively, instead of being treated as interest, Static Prepayment Premiums distributable to beneficial owners of class XP certificates may be treated as payments on the retirement of debt instruments and not subject to the 30% withholding tax described above.

If such statement, or any other required statement, is not provided, 30% withholding will apply unless interest on the Regular Certificate or class XP certificate is effectively connected with the conduct of a trade or business within the United States by such non-U.S. Person. In that case, such non-U.S. Person will be subject to U.S. federal income tax at regular rates. The term “U.S. Person” means a citizen or resident of the United States, a corporation or partnership created or organized in or under the laws of the United States, any State in the United States or the District of Columbia, including an entity treated as a corporation or partnership for U.S. federal income tax purposes, an estate whose income is subject to U.S. federal income tax regardless of its source, or a trust if a court within the United States is able to exercise primary supervision over the administration of such trust, and one more such U.S. Persons have the authority to control all substantial decisions of such trust (or, to the extent provided in applicable Treasury Regulations, certain trusts in existence on August 20, 1996 that have elected to be treated as U.S. Persons).

FATCA

Under the “Foreign Account Tax Compliance Act” (“FATCA”) provisions of the Hiring Incentives to Restore Employment Act, a 30% withholding tax is generally imposed on certain payments, including U.S.-source interest, and, on or after January 1, 2019, gross proceeds from the sale or other disposition of debt obligations that give rise to U.S.-source interest, to “foreign financial institutions” and certain other foreign financial entities if those foreign entities fail to comply with the requirements of FATCA. The certificate administrator will be required to withhold amounts under FATCA on payments made to Certificateholders who are subject to the FATCA requirements and who fail to provide the certificate administrator with proof that they have complied with such requirements. Prospective investors should consult their tax advisors regarding the applicability of FATCA to their Regular Certificates or class XP certificates.

Backup Withholding

Distributions made on the Regular Certificates and class XP certificates, and proceeds from the sale of the Regular Certificates and class XP certificates to or through certain brokers may be subject to a “backup” withholding tax under Code Section 3406 on “reportable payments” (including interest distributions, OID, and, under certain circumstances, principal distributions) unless the Certificateholder is a U.S. Person and provides IRS Form W-9 with the correct taxpayer identification number; is a non-U.S. Person and provides IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, identifying the non-U.S. Person and stating that the beneficial owner is not a U.S. Person; or can be treated as an exempt recipient within the meaning of Treasury Regulations Section 1.6049-4(c)(1)(ii). Any amounts withheld from distribution on the Regular Certificates or class XP certificates would be refunded by the IRS or allowed as a credit against the Certificateholder’s federal income tax liability. Information reporting requirements may also apply regardless of whether withholding is required. Investors are urged to contact their own tax advisors regarding the application to them of backup withholding and information reporting.

3.8% Medicare Tax on “Net Investment Income”

Certain non-corporate U.S. Persons will be subject to an additional 3.8% tax on all or a portion of their “net investment income,” which may include the interest payments and any gain realized with respect to the Regular Certificates, to the extent of their net investment income that, when added to their other modified adjusted gross income, exceeds \$200,000 for an unmarried individual, \$250,000 for a married taxpayer filing a joint return (or a surviving spouse), or \$125,000 for a married individual filing a separate return. The 3.8% Medicare tax is determined in a different manner than the regular income tax. U.S. Persons should consult their tax advisors with respect to their consequences with respect to the 3.8% Medicare tax.

Reporting and Administrative Requirements

Reports of accrued interest, OID, if any, and information necessary to compute the accrual of any market discount on the Regular Certificates will be made annually to the IRS and to individuals, estates, non-exempt and non-charitable trusts, and partnerships who are either Holders of record of Regular Certificates or beneficial owners who own Regular Certificates through a broker or middleman as nominee. All brokers, nominees and all other non-exempt Holders of record of Regular Certificates (including corporations, non-calendar year taxpayers, securities or

commodities dealers, real estate investment trusts, investment companies, common trust funds, thrift institutions and charitable trusts) may request such information for any calendar quarter by telephone or in writing by contacting the person designated in IRS Publication 938 with respect to the related REMIC. Holders through nominees must request such information from the nominee.

Treasury Regulations require that information be furnished annually to Holders of Regular Certificates and filed annually with the IRS concerning the percentage of each Trust REMIC's assets meeting the qualified asset tests described above under "—Status of Regular Certificates."

Treasury Regulations require the certificate administrator to file an annual information return with the IRS and to furnish to holders of the Regular Certificates their respective shares of income and expenses with respect to their interests in the Grantor Trust.

The IRS has published final regulations that establish a reporting framework for interests in "widely held fixed investment trusts" and place the responsibility of reporting on the person in the ownership chain who holds an interest for a beneficial owner. A widely-held fixed investment trust is defined as an arrangement classified as an "investment trust" under Treasury Regulations Section 301.7701-4(c), in which any interest is held by a middleman, which includes, but is not limited to (i) a custodian of a person's account, (ii) a nominee and (iii) a broker holding an interest for a customer in street name.

Under these regulations, the certificate administrator will be required to file IRS Form 1099 (or any successor form) with the IRS with respect to holders of the Regular Certificates who are not "exempt recipients" (a term that includes corporations, trusts, securities dealers, middlemen and certain other non-individuals) and do not hold such Regular Certificates or class XP certificates through a middleman, to report the trust's gross income and, in certain circumstances, unless the certificate administrator reports under the safe harbor as described in the last sentence of this paragraph, if any trust assets were disposed of or certificates are sold in secondary market sales, the portion of the gross proceeds relating to the trust assets that are attributable to such Certificateholder. The same requirements would be imposed on middlemen holding such Regular Certificates or class XP certificates on behalf of the related Certificateholders. Under certain circumstances, the certificate administrator may report under the safe harbor for widely-held mortgage trusts, as such term is defined under Treasury Regulations Section 1.671-5.

These regulations also require that the certificate administrator make available information regarding interest income and information necessary to compute any original issue discount to (i) exempt recipients (including middlemen) and non-calendar year taxpayers, upon request, in accordance with the requirements of the regulations and (ii) applicable Certificateholders who do not hold their certificates through a middleman. The information must be provided to parties specified in clause (i) on or before the later of the 44th day after the close of the calendar year to which the request relates and 28 days after the receipt of the request. The information must be provided to parties specified in clause (ii) on or before March 15 of the calendar year following the year for which the statement is being furnished.

DUE TO THE COMPLEXITY OF THESE RULES AND THE CURRENT UNCERTAINTY AS TO THE MANNER OF THEIR APPLICATION TO THE ISSUING ENTITY AND CERTIFICATEHOLDERS, IT IS PARTICULARLY IMPORTANT THAT POTENTIAL INVESTORS CONSULT THEIR OWN TAX ADVISORS REGARDING THE TAX TREATMENT OF THEIR ACQUISITION, OWNERSHIP AND DISPOSITION OF THE CERTIFICATES.

STATE AND OTHER TAX CONSIDERATIONS

In addition to the federal income tax consequences described in "Certain Federal Income Tax Consequences," potential investors should consider the state, local and other income tax consequences of the acquisition, ownership, and disposition of the certificates. State and local income tax law may differ substantially from the corresponding federal law, and this discussion does not purport to describe any aspect of the income tax laws of any state, local or other jurisdiction. Therefore, potential investors should consult their own tax advisors with respect to the various tax consequences of investments in the certificates.

USE OF PROCEEDS

We will use the net proceeds from the sale of the offered certificates to pay part of the purchase price of the underlying mortgage loans.

PLAN OF DISTRIBUTION

Subject to the terms and conditions of a certificate purchase agreement, we have agreed to sell to Freddie Mac the offered certificates and Freddie Mac has agreed to purchase the offered certificates from us. Freddie Mac intends to include the offered certificates in pass-through pools that it will form for its SPCs.

LEGAL MATTERS

The validity of the offered certificates and certain federal income tax matters will be passed upon for us by Cadwalader, Wickersham & Taft LLP. Cadwalader, Wickersham & Taft LLP also regularly provides legal representation to Freddie Mac.

GLOSSARY

The following capitalized terms will have the respective meanings assigned to them in this “Glossary” section whenever they are used in this information circular, including in any of the exhibits to this information circular.

“30/360 Basis” means the accrual of interest based on a 360-day year consisting of 12 months each consisting of 30 days.

“Accepted Servicing Practices” means servicing and administering the underlying mortgage loans and/or REO Properties:

- (i) (a) in the same manner in which, and with the same care, skill, prudence and diligence with which the master servicer or the special servicer, as the case may be, services and administers similar junior lien mortgage loans for other third party portfolios, giving due consideration to the customary and usual standards of practice of prudent institutional commercial and multifamily mortgage loan servicers servicing junior lien mortgage loans for third parties, which includes, for purposes of this clause (a), Freddie Mac Servicing Practices, and (b) with the same care, skill, prudence and diligence with which the master servicer or the special servicer, as the case may be, services and administers similar commercial and multifamily junior lien mortgage loans owned by it, whichever is higher;
- (ii) with a view to the timely collection of all scheduled payments of principal and interest under the underlying mortgage loans and, in the case of the special servicer, if an underlying mortgage loan comes into and continues in default and if, in the judgment of the special servicer, no satisfactory arrangements can be made for the collection of the delinquent payments, the maximization of the recovery on that underlying mortgage loan to the holders of certificates in the related Certificate Group (as a collective whole), on a net present value basis; but
- (iii) without regard to—
 - (a) any relationship that the master servicer or the special servicer, as the case may be, or any of their affiliates may have with the related borrower, the mortgage loan seller or any other party to the Pooling and Servicing Agreement;
 - (b) the ownership of any certificate or, senior debt, subordinate debt or any CMBS certificates representing an interest in any senior debt by the master servicer or the special servicer, as the case may be, or by any of their affiliates;
 - (c) the master servicer’s obligation to make advances;
 - (d) the special servicer’s obligation to request that the master servicer make Servicing Advances;
 - (e) the right of the master servicer or the special servicer, as the case may be, or any of their affiliates, to receive reimbursement of costs, or the sufficiency of any compensation payable to it, or with respect to any particular transaction;
 - (f) any potential conflict of interest arising from the ownership, servicing or management for others of any other mortgage loans or mortgaged real properties by the master servicer or the special servicer, as the case may be, or any affiliate of the Third Party Master Servicer or special servicer, as applicable;
 - (g) the right of any Third Party Master Servicer or the special servicer, as the case may be, to exercise any purchase option in connection with a clean-up call as described in “The Pooling and Servicing Agreement—Retirement” in this information circular;
 - (h) any obligation of the master servicer (in its capacity as the mortgage loan seller or, in the case of a Third Party Master Servicer, in its capacity as an originator, if applicable) to cure a breach of a representation or warranty or repurchase the underlying mortgage loan; or
 - (i) any debt extended to the borrower or any of its affiliates by the master servicer or the special servicer, as the case may be, or any of their affiliates.

Unless otherwise specified in the Pooling and Servicing Agreement, all net present value calculations and determinations made pursuant to the Pooling and Servicing Agreement with respect to the underlying mortgage loans or a mortgaged real property or REO Property (including for purposes of the definition of “Accepted Servicing Practices”) will be made in accordance with the loan documents or, in the event the loan documents are silent, using a discount rate appropriate for the type of cash flows being discounted, namely (a) for principal and interest payments on an underlying mortgage loan or the sale of a Defaulted Loan, the applicable mortgage interest rate and (b) for all other cash flows, including property cash flow, the “discount rate” set forth in the most recent related appraisal (or update of such appraisal).

“Actual/360 Basis” means the accrual of interest based on the actual number of days elapsed during each one-month accrual period in a year assumed to consist of 360 days.

“Additional Issuing Entity Expense” means an expense (other than master servicer surveillance fees, special servicer surveillance fees, master servicing fees, sub-servicing fees, certificate administrator fees, trustee fees, the Guarantee Fee and CREFC® Intellectual Property Royalty License Fees) of the issuing entity that—

- (i) arises out of a default on an underlying mortgage loan or an otherwise unanticipated event affecting the issuing entity, whether or not related to a particular underlying mortgage loan;
- (ii) is not covered by a Servicing Advance, a corresponding collection from the related borrower or indemnification from another person; and
- (iii) to the extent that it is allocable to a particular underlying mortgage loan, is not covered by late payment charges or Default Interest collected on that underlying mortgage loan.

We provide some examples of Additional Issuing Entity Expenses under “Description of the Certificates—Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses” in this information circular.

“Affiliated Borrower Loan” means any underlying mortgage loan with respect to which the applicable directing certificateholder, any of its managing members or any of its affiliates becomes or is the related borrower (or a proposed replacement borrower) or any Restricted Mezzanine Holder with respect to any underlying mortgage loan in the related Loan Group or any such party becomes aware that the applicable directing certificateholder, any of its managing members or any of its affiliates is an affiliate of any borrower (or an affiliate of the proposed replacement borrower) or any Restricted Mezzanine Holder.

“Affiliated Borrower Loan Directing Certificateholder” means one of (i) the master servicer, if Freddie Mac is then acting as the master servicer, (ii) Freddie Mac as Guarantor, if Freddie Mac is not then acting as the master servicer and any Guaranteed Certificates in the related Certificate Group are then outstanding, or (iii) the special servicer, if Freddie Mac is not then acting as the master servicer and no Guaranteed Certificates in the related Certificate Group are then outstanding.

“Affiliated Borrower Loan Event” means an event that will exist with respect to any underlying mortgage loan if at any time the applicable directing certificateholder, any of its managing members or any of its affiliates becomes or is the related borrower (or a proposed replacement borrower) or any Restricted Mezzanine Holder with respect to any underlying mortgage loan in the related Loan Group or becomes aware that the applicable directing certificateholder, any of its managing members or any of its affiliates is an affiliate of the related borrower (or an affiliate of the proposed replacement borrower) or any Restricted Mezzanine Holder. As of the Closing Date, no Affiliated Borrower Loan Event is expected to exist with respect to any Initial Directing Certificateholder.

“Affiliated Borrower Special Servicer” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties” in this information circular.

“Affiliated Borrower Special Servicer Loan” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties” in this information circular.

“Affiliated Borrower Special Servicer Loan Event” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties” in this information circular.

“Aggregate Annual Cap” means with respect to the Third Party Master Servicer and certain indemnified sub-servicers, each Sub-Servicer/Third Party Master Servicer Aggregate Annual Cap; with respect to the Primary Special Servicer and the Backup Special Servicer, collectively, each Special Servicer Aggregate Annual Cap; with respect to the trustee, each Trustee Aggregate Annual Cap; with respect to the certificate administrator and the custodian, each Certificate Administrator/Custodian Aggregate Annual Cap; and with respect to the depositor, each Depositor Aggregate Annual Cap; *provided*, that if the same person or entity is the trustee and the certificate administrator/custodian, Aggregate Annual Cap will refer to each Trustee/Certificate Administrator/Custodian Aggregate Annual Cap, and not each Trustee Aggregate Annual Cap or each Certificate Administrator/Custodian Aggregate Annual Cap.

“Aggregate Annual Cap Termination Date” means, with respect to each Loan Group, the earlier to occur of (i)(a) with respect to the Floating Loan Group, the determination date in November 2023 and (b) with respect to the Fixed Loan Group, the determination date in November 2027 and (ii) any determination date on which the master servicer determines that the aggregate amount of Unreimbursed Indemnification Expenses (with interest on such amounts) and other outstanding Servicing Advances (with interest on such amounts), debt service advances (with interest on such amounts), nonrecoverable advances (with interest on such amounts), Workout-Delayed Reimbursement Amounts (with interest on such amounts) and Additional Issuing Entity Expenses (excluding special servicing fees, liquidation fees and workout fees) allocated to such Loan Group equals or exceeds an amount equal to 50% of the outstanding principal balance of such Loan Group on such determination date (after the application of all payments of principal and/or interest collected on such Loan Group during the related Collection Period).

“Appraisal Reduction Amount” means, for any distribution date and for any underlying mortgage loan as to which any Appraisal Reduction Event has occurred, subject to the discussion under “The Pooling and Servicing Agreement—Required Appraisals” in this information circular, an amount equal to the excess, if any, of (i) the aggregate of the Stated Principal Balance of the underlying mortgage loan and the outstanding principal balance of any related Senior Loan; over (ii) the excess, if any, of (a) the sum of (1) 90% of the appraised value of the related mortgaged real property as determined (A) by one or more independent MAI appraisals with respect to any underlying mortgage loan with an outstanding principal balance greater than or equal to \$2,000,000 (the costs of which will be required to be paid by the master servicer as a Servicing Advance) or (B) by an independent MAI appraisal (or an update of a prior appraisal) or an internal valuation performed by the special servicer with respect to any underlying mortgage loan with an outstanding principal balance less than \$2,000,000, in the case of either (A) or (B), as such appraisal or internal valuation may be adjusted downward by the special servicer in accordance with the Servicing Standard, without implying any duty to do so, based on the special servicer’s review of such appraisal, internal valuation or such other information as the special servicer deems relevant, plus (2) any letter of credit, reserve, escrow or similar amount held by the master servicer or Senior Loan Master Servicer which may be applied to payments on the underlying mortgage loan and any related Senior Loan over (b) the sum of (1) to the extent not previously advanced by the master servicer or the trustee, all accrued and unpaid interest on the underlying mortgage loan at a *per annum* rate equal to its mortgage interest rate and, to the extent not previously advanced by or on behalf of the Senior Loan Master Servicer, all accrued and unpaid interest on any Senior Loan at its interest rate (not giving effect to any applicable default rate), (2) all unreimbursed advances in respect of the underlying mortgage loan and any related Senior Loan and interest on such amounts at the Prime Rate and (3) all currently due and unpaid real estate taxes and assessments, insurance policy premiums, ground rents and all other amounts due and unpaid with respect to the underlying mortgage loan and any related Senior Loan (which taxes, assessments, premiums, ground rents and other amounts have not been subject to an advance by the master servicer or the trustee and/or for which funds have not been escrowed).

“Appraisal Reduction Event” means, with respect to any underlying mortgage loan, the earliest of any of the following events—

- (i) 120 days after an uncured delinquency (without regard to the application of any grace period) occurs in respect of an underlying mortgage loan (except that with respect to a balloon payment delinquency, an Appraisal Reduction Event will not be deemed to occur until the underlying mortgage loan becomes a Specially Serviced Mortgage Loan);

- (ii) the date on which a reduction in the amount of monthly payments on an underlying mortgage loan, or a change in any other material economic term of the underlying mortgage loan (other than an extension of its scheduled maturity date for a period of six months or less), becomes effective as a result of a modification of such underlying mortgage loan by the special servicer;
- (iii) 60 days after a receiver or liquidator has been appointed for the related borrower or immediately after a receiver has been appointed for the related mortgaged real property;
- (iv) 30 days after a borrower declares bankruptcy;
- (v) 60 days after the borrower becomes the subject of an undischarged and unstayed decree or order for a bankruptcy proceeding; and
- (vi) immediately after a mortgaged real property becomes an REO Property;

provided, however, that there will be no reduction in any advance for delinquent monthly debt service payments if an Appraisal Reduction Event occurs at any time after (i) with respect to the Floating Loan Group Certificates, the outstanding certificate balance of the class B-FL certificates has been reduced to zero or (ii) with respect to the Fixed Loan Group Certificates, the outstanding certificate balance of the class B-FX certificates has been reduced to zero.

“Appraised Value” means, for any mortgaged real property securing an underlying mortgage loan, the “as is” value estimate reflected in the most recent appraisal obtained by or otherwise in the possession of the mortgage loan seller.

In general, the amount of costs assumed by the appraiser for these purposes is based on—

- (i) an estimate by the individual appraiser;
- (ii) an estimate by the related borrower;
- (iii) the estimate set forth in the property condition assessment conducted in connection with the origination of the related underlying mortgage loan; or
- (iv) a combination of these estimates.

“Approved Directing Certificateholder” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholders” in this information circular.

“Approved Directing Certificateholder Criteria” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholders” in this information circular.

“Asset Status Report” means the report designated as such and described under, “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this information circular.

“Assumed Final Distribution Date” means, with respect to any class of certificates, the date set forth for such class in the table on page 5.

“Available Distribution Amount” means, with respect to any distribution date and any Certificate Group, amounts on deposit in the distribution account available to make distributions on such Loan Group Certificates on that date, generally equal to (i) the sum of (a) the aggregate amount received on or with respect to the underlying mortgage loans and any related REO Properties in the related Loan Group on or prior to the related determination date, (b) the aggregate amount of revenues and other proceeds derived from REO Properties (net of amounts necessary for the proper operation, management, leasing, maintenance and disposition of such REO Properties) in the related Loan Group for such distribution date, (c) the aggregate amount of any P&I Advances for the related Loan Group Certificates, which P&I Advances will not include any master servicing fees, sub-servicing fees, master servicer surveillance fees and special servicer surveillance fees, made by the master servicer and/or the trustee, as applicable, for such distribution date, (d) with respect to the Fixed Loan Group Certificates only, all funds released from the interest reserve account for distribution on such distribution date, (e) any payments made by the master

servicer to cover Prepayment Interest Shortfalls for the related Loan Group incurred during the related Collection Period, (f) excess liquidation proceeds for the related Loan Group (but only to the extent that the Available Distribution Amount for such distribution date would be less than the amount distributable to the certificateholders on such distribution date) and (g) for the first distribution date and the Floating Loan Group only, the Initial Interest Reserve Deposit Amount, minus (ii)(a) all collected monthly payments for the related Loan Group due after the end of the related Collection Period, (b) all amounts payable or reimbursable from the collection account and the distribution account pursuant to the terms of the Pooling and Servicing Agreement for the payment of certain expenses, fees and indemnities with respect to the related Loan Group, (c) all Yield Maintenance Charges and Static Prepayment Premiums, as applicable, with respect to the related Loan Group, (d) all amounts deposited in the collection account in error, (e) any net interest or net investment income on funds in the collection account, any REO account or Permitted Investments attributable to the related Loan Group, (f) with respect to the Fixed Loan Group Certificates only, any withheld amounts deposited in the interest reserve account held for future distribution and (g) excess liquidation proceeds.

The certificate administrator will apply the Available Distribution Amount with respect to each Certificate Group as described under “Description of the Certificates—Distributions” in this information circular to pay principal and accrued interest on the certificates on that date.

“B-Piece Buyer” means any anticipated initial investor in the class B-FX and/or B-FL certificates.

“Backup Special Servicer” means KeyBank, and its successors-in-interest.

“Balloon Guarantor Payment” means, with respect to any distribution date and any class of Offered Principal Balance Certificates, the amount of additional principal that would have been distributed to such class of Offered Principal Balance Certificates if the Principal Distribution Amount for the related Loan Group Certificates had been increased by an amount equal to the aggregate amount of the Stated Principal Balance of each Balloon Loan in the related Loan Group that reached its scheduled maturity date (without giving effect to any acceleration of principal of such Balloon Loan by reason of a default and without regard to any grace period permitted by the related note or any modifications, waivers or amendments granted by the master servicer or the special servicer after the Closing Date) during the related Collection Period but as to which the related borrower failed to pay the entire outstanding principal balance of the Balloon Loan, including the balloon payment by the end of such Collection Period (and with respect to which no final recovery determination has been made prior to its scheduled maturity date); such aggregate amount not to exceed the total outstanding principal balance of the Offered Principal Balance Certificates in such Certificate Group, as reduced by the Principal Distribution Amount for such Certificate Group to be applied in reduction of the outstanding principal balance of each class of Offered Principal Balance Certificates in the related Certificate Group on such distribution date.

“Balloon Loan” means any underlying mortgage loan whose principal balance is not scheduled to be fully amortized by the underlying mortgage loan’s scheduled maturity date and thus requires a payment at such scheduled maturity date larger than the regular monthly debt service payment due on such underlying mortgage loan.

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Basis Risk Contract” means a contract identified as such and described under “Certain Federal Income Tax Consequences—General” in this information circular.

“BBA” means The British Bankers’ Association.

“Berkadia” means Berkadia Commercial Mortgage LLC, a Delaware limited liability company, and its successors-in-interest.

“Business Day” means any day other than a Saturday, a Sunday or any day on which banking institutions in the City and State of New York, the States of Kansas, North Carolina, Maryland, Ohio or Texas, the Commonwealths of Pennsylvania or Virginia, or in the cities in which the principal offices of Freddie Mac, the certificate administrator, the custodian, the master servicer or the special servicer are located or the city in which the corporate trust office of the trustee is located, are authorized or obligated by law, executive order or governmental decree to remain closed.

“Calculation Agent” means, for so long as any of the Floating Loan Group certificates remain outstanding, an agent appointed to determine LIBOR in respect of each Interest Accrual Period for the Floating Loan Group Certificates. The certificate administrator will be the initial Calculation Agent for purposes of determining LIBOR for each Interest Accrual Period for the Floating Loan Group Certificates.

“Cap Premium” means the portion of the purchase price of a class of Principal Balance Certificates allocated to the related Basis Risk Contract, as described under “Certain Federal Income Tax Consequences—Taxation of the Basis Risk Contracts” in this information circular.

“CBRECM” means CBRE Capital Markets, Inc., a Texas corporation, and its successors-in-interest.

“CBRELS” means CBRE Loan Services, Inc., a Delaware corporation, and its successors-in-interest.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

“Certificate Administrator/Custodian Aggregate Annual Cap” means with respect to each Loan Group \$150,000 per calendar year in the aggregate with respect to the certificate administrator and the custodian.

“Certificate Group” means, with respect to any Loan Group, the related Loan Group Certificates.

“Certificateholder” or “Holder” has the meaning assigned to such term under “Certain Federal Income Tax Consequences—General” in this information circular.

“Class Final Guarantor Payment” means any payment made by the Guarantor in respect of clause (iv) of the definition of Deficiency Amount.

“Class X Interest Accrual Amount” means, for each distribution date, an amount equal to (i) the interest accrued during the related Interest Accrual Period on the notional amount of the class X certificates immediately prior to such distribution date at the pass-through rate for the class X certificates, minus (ii) any Net Aggregate Prepayment Interest Shortfalls allocated to the class X certificates. The Class X Interest Accrual Amount will be calculated on a 30/360 Basis.

“Class X Interest Distribution Amount” has the meaning assigned to such term under “Description of the Certificates—Distributions—Interest Distributions (Fixed Loan Group Certificates)” in this information circular.

“Class X Strip Rates” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this information circular.

“Class XI Interest Accrual Amount” means, for each distribution date, an amount equal to interest accrued during the related Interest Accrual Period on the notional amount of the class XI certificates immediately prior to such distribution date at the pass-through rate for the class XI certificates, minus any Net Aggregate Prepayment Interest Shortfalls allocated to the class XI certificates. The Class XI Interest Accrual Amount will be calculated on an Actual/360 Basis.

“Class XI Interest Distribution Amount” has the meaning assigned to such term under “Description of the Certificates—Distributions—Interest Distributions (Floating Loan Group Certificates)” in this information circular.

“Class XI Strip Rates” has the meaning assigned to such term under “Description of the Certificates—Distributions—Calculation of Pass-Through Rates” in this information circular.

“Closing Date” means the date of initial issuance for the certificates, which will be on or about November 19, 2018.

“CMBS” means commercial and multifamily mortgage-backed securities.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collection Period” means, with respect to any distribution date for the certificates, the related period commencing immediately following the determination date in the calendar month preceding the month in which such distribution date occurs and ending on and including the determination date in the calendar month in which such distribution date occurs, or, with respect to the first distribution date for the certificates, the period commencing on the Cut-off Date and ending on and including the determination date in December 2018.

“Consent Actions” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this information circular.

“Conservator” means the FHFA, in its capacity as Freddie Mac’s conservator.

“Combined Debt Service Coverage Ratio” means, with respect to any underlying mortgage loan and any date of determination, the ratio of (i) Net Operating Income for the related mortgaged real property for the twelve month period covered by the most-recently available annual operating statement for the related mortgaged real property to (ii) the aggregate amount of monthly payments (other than any balloon payment) due under the underlying mortgage loan and all related Senior Loans and Junior Loans during such period.

“Combined Loan-to-Value Ratio” means, with respect to any underlying mortgage loan, as of any date of determination, the fraction, expressed as a percentage, the numerator of which is the aggregate principal balance of the underlying mortgage loan, all related Senior Loans and all Junior Loans encumbering the related mortgaged real property at the time of determination, and the denominator of which is the Appraised Value of the related mortgaged real property.

“Controlling Class” means, as of the Closing Date, (i) with respect to the Floating Loan Group Certificates, the class B-FL certificates, until the outstanding principal balance of such class is less than 5.25% of the aggregate of the outstanding principal balances of the class A-FL and B-FL certificates and thereafter the class A-FL certificates and (ii) with respect to the Fixed Loan Group Certificates, the class B-FX certificates, until the outstanding principal balance of such class is less than 5.25% of the aggregate of the outstanding principal balances of the class A-1, A-2 and B-FX certificates; and thereafter, the Controlling Class will be the class A-1 and A-2 certificates, collectively. However, if the class B-FL or class B-FX certificates are the only class of certificates with an outstanding principal balance among the related Loan Group Certificates, the class B-FL or class B-FX certificates, respectively, will be the Controlling Class with respect to such Loan Group Certificates.

“Controlling Class Majority Holder” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholders” in this information circular.

“Controlling Class Majority Holder Rights” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholders” in this information circular.

“Corrected Mortgage Loan” means any Specially Serviced Mortgage Loan that has become a performing mortgage loan, in accordance with its original term or as modified in accordance with the Pooling and Servicing Agreement, for three consecutive monthly payments and that no other Servicing Transfer Event is continuing with respect to such Specially Serviced Mortgage Loan and the servicing of which has been returned to the master servicer; *provided* that no additional Servicing Transfer Event is foreseeable in the reasonable judgment of the special servicer.

“Cost Approach” means the determination of the value of a mortgaged real property arrived at by adding the estimated value of the land to an estimate of the current replacement cost of the improvements, and then subtracting depreciation from all sources.

“CPR” means an assumed constant rate of prepayment each month, which is expressed on a *per annum* basis, relative to the then-outstanding principal balance of a pool of mortgage loans for the life of those loans. The CPR model is the prepayment model that we use in this information circular.

“CREFC®” means the Commercial Real Estate Finance Council, an international trade organization for the commercial real estate capital markets.

“CREFC® Intellectual Property Royalty License Fee” means, with respect to each underlying mortgage loan, the monthly fee to be paid to CREFC® pursuant to the Pooling and Servicing Agreement in an amount equal to the product of (i) the CREFC® Intellectual Property Royalty License Fee Rate multiplied by (ii) the Stated Principal Balance of such underlying mortgage loan (calculated using the same interest accrual basis as such underlying mortgage loan).

“CREFC® Intellectual Property Royalty License Fee Rate” means the CREFC® Intellectual Property Royalty License Fee rate set forth in “Description of the Certificates—Fees and Expenses” in this information circular.

“CREFC Investor Reporting Package®” means:

- (i) the following seven electronic files: (a) CREFC® Loan Setup File, (b) CREFC® Loan Periodic Update File, (c) CREFC® Property File, (d) CREFC® Bond Level File, (e) CREFC® Financial File, (f) CREFC® Collateral Summary File and (g) CREFC® Special Servicer Loan File;
- (ii) the following 11 supplemental reports: (a) CREFC® Delinquent Loan Status Report, (b) CREFC® Historical Loan Modification/Forbearance and Corrected Mortgage Loan Report, (c) CREFC® Historical Liquidation Loss Report, (d) CREFC® REO Status Report, (e) CREFC® Loan Level Reserve/LOC Report, (f) CREFC® Comparative Financial Status Report, (g) CREFC® Servicer Watchlist, (h) CREFC® Operating Statement Analysis Report, (i) CREFC® NOI Adjustment Worksheet, (j) CREFC® Reconciliation of Funds Report and (k) the CREFC® Advance Recovery Report; and
- (iii) such other reports as CREFC® may designate as part of the “CREFC Investor Reporting Package®” from time to time generally; or
- (iv) in lieu of (i), (ii) and (iii), such new CREFC Investor Reporting Package® as published by the CREFC® and consented to by the applicable Approved Directing Certificateholder (if any), Freddie Mac (if Freddie Mac is not then acting as master servicer) and the master servicer.

“CREFC® Website” means the website located at www.crefc.org or such other primary website as the CREFC® may establish for dissemination of its report forms.

“Cut-off Date” has the meaning assigned to such term under “Summary of Information Circular—Transaction Overview” in this information circular.

“Cut-off Date Balance/Unit” means, with respect to any underlying mortgage loan, the ratio of (i) the Cut-off Date Principal Balance of the underlying mortgage loan, the related Senior Loan(s) and any related Junior Loans, to (ii) the Total Units at the related mortgaged real property.

“Cut-off Date Loan-to-Value Ratio” or “Cut-off Date LTV” means, with respect to any underlying mortgage loan, the ratio of (i) the Cut-off Date Principal Balance of the underlying mortgage loan, the related Senior Loan(s) and any related Junior Loans, to (ii) the most recent Appraised Value of the related mortgaged real property.

“Cut-off Date Principal Balance” or “Cut-off Date Loan Amount” means, with respect to any underlying mortgage loan, the outstanding principal balance of such underlying mortgage loan as of the Cut-off Date.

“CWCAM” means CWC Capital Asset Management LLC, a Delaware limited liability company and its successors-in-interest.

“DCH Pre-Approval” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholders” in this information circular.

“Default Interest” means any interest that (i) accrues on a Defaulted Loan solely by reason of the subject default; and (ii) is in excess of all interest at the regular mortgage interest rate for the underlying mortgage loan.

“Defaulted First Lien Loan” has the meaning assigned to such term under “Summary of Information Circular—The Offered Certificates—Senior Loan Purchase Option” in this information circular.

“Defaulted Junior Loan-Related Loan” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Defaulted Junior Loan-Related Loan Fair Value Purchase Price” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Defaulted Loan” means any underlying mortgage loan (i) that is at least 60 days delinquent in respect of its monthly payments without giving effect to any grace period permitted by the related mortgage, loan agreement or mortgage note, (ii) that is delinquent in respect of its balloon payment, if any, without giving effect to any grace period permitted by the related mortgage, loan agreement or mortgage note, (iii) as to which any non-monetary event of default occurs that results in the underlying mortgage loan becoming a Specially Serviced Mortgage Loan or (iv) solely with respect to sale of Defaulted Loans, that is defaulted solely due to a cross-default with a related Senior Loan or Junior Loan, *provided, however*, that no monthly payment (other than a balloon payment) will be deemed delinquent if less than \$10 of all amounts due and payable on such underlying mortgage loan has not been received.

“Defaulted Loan Fair Value Purchase Price” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Defaulted Loan Increased Offer Notice” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular.

“Defaulted Loan Increased Offer Notice Period” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular.

“Deficiency Amount” means, with respect to any distribution date and any class of Guaranteed Certificates and (i) with respect to the Floating Loan Group Certificates, the sum of:

- (a) the amount, if any, by which (1) with respect to the Offered Principal Balance Certificates, the interest payable on such class and (2) with respect to the class XI certificates, the Class XI Interest Distribution Amount, in each case, exceeds the amount of interest actually distributed to the holders of such Guaranteed Certificates on such distribution date;
- (b) any Balloon Guarantor Payment for the Offered Principal Balance Certificates;
- (c) the amount, if any, of Realized Losses (including those resulting from Additional Issuing Entity Expenses) allocated to such class of Offered Principal Balance Certificates;
- (d) on the Assumed Final Distribution Date for such class of Offered Principal Balance Certificates, the outstanding principal balance of such class on such Assumed Final Distribution Date (after giving effect to all amounts distributable and allocable to principal on such class but prior to giving effect to any Guarantor Payment including any Balloon Guarantor Payment for such class on such final distribution date); and
- (e) with respect to the class XP certificates, the amount, if any, by which any Static Prepayment Premiums received by the applicable servicer with respect to an underlying mortgage loan in the Floating Loan Group exceed the amount of Static Prepayment Premiums actually distributed with respect to such underlying mortgage loan to the holders of the class XP certificates on such distribution date;

(ii) with respect to the Fixed Loan Group Certificates, the sum of:

- (a) the amount, if any, by which (1) with respect to the Class A-1 and A-2 certificates, the interest payable on such class and (2) with respect to the class X certificates, the amount set forth in clause (i) of the definition of “Class X Interest Distribution Amount,” exceeds the amount of interest actually distributed to the holders of such Guaranteed Certificates on such distribution date;
- (b) any Balloon Guarantor Payment for such class of Guaranteed Certificates;
- (c) in the case of any class of Offered Principal Balance Certificates, the amount, if any, of Realized Losses (including those resulting from Additional Issuing Entity Expenses) allocated to such class; and

- (d) on the Assumed Final Distribution Date for any class of Offered Principal Balance Certificates, the outstanding principal balance of such class on such Assumed Final Distribution Date (after giving effect to all amounts distributable and allocable to principal on such class but prior to giving effect to any Guarantor Payment including any Balloon Guarantor Payment for such class on such final distribution date).

“Depositor Aggregate Annual Cap” means with respect to each Loan Group \$150,000 per calendar year.

“Directing Certificateholder Approval Period” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholders” in this information circular.

“Directing Certificateholder Notice” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Directing Certificateholders” in this information circular.

“Directing Certificateholder Servicing Consultant” has the meaning assigned to such term under “Summary of Information Circular—Relevant Parties/Entities—Role of the Special Servicer” in this information circular.

“Dodd-Frank Act” means The Dodd-Frank Wall Street Reform and Consumer Protection Act.

“ESA” means an environmental site assessment.

“Estimated Annual Operating Expenses” means, for each of the mortgaged real properties securing an underlying mortgage loan, the historical annual operating expenses for the property, adjusted upward or downward, as appropriate, to reflect, among other things, any expense modifications made as discussed below.

For purposes of calculating the Estimated Annual Operating Expenses for any mortgaged real property securing an underlying mortgage loan:

- (i) the “historical annual operating expenses” for that property normally consist of historical expenses that were generally obtained/estimated—
 - (a) from operating statements relating to a complete fiscal year of the borrower for the prior three calendar years or a trailing 12-month period ended in one such year,
 - (b) by annualizing the most recent partial calendar year amount of operating expenses for which operating statements were available, with adjustments for some items deemed inappropriate for annualization,
 - (c) by calculating a stabilized estimate of operating expenses which takes into consideration historical financial statements and material changes in the operating position of the property, such as newly signed leases and market data, or
 - (d) if the property was recently constructed, by calculating an estimate of operating expenses based on the appraisal of the property or market data; and
- (ii) the “expense modifications” made to the historical annual operating expenses for that property often include—
 - (a) assuming, in most cases, that a management fee, equal to approximately 2.5% to 5.0% of total revenues, was payable to the property manager,
 - (b) adjusting historical expense items upwards or downwards to reflect inflation and/or industry norms for the particular type of property,
 - (c) the underwritten recurring replacement reserve amounts, and
 - (d) adjusting historical expenses downwards by eliminating various items which are considered non-recurring in nature or which are considered capital improvements, including recurring capital improvements.

The amount of any underwritten recurring replacement reserve amounts and/or underwritten leasing commissions and tenant improvements for each of the mortgaged real properties securing an underlying mortgage

loan is shown in the table titled “Engineering Reserves and Recurring Replacement Reserves” on Exhibit A-1. The underwritten recurring replacement reserve amounts shown on Exhibit A-1 are expressed as dollars per unit.

By way of example, Estimated Annual Operating Expenses generally include—

- (i) salaries and wages;
- (ii) the costs or fees of—
 - (a) utilities,
 - (b) repairs and maintenance,
 - (c) replacement reserves,
 - (d) marketing,
 - (e) insurance,
 - (f) management,
 - (g) landscaping,
 - (h) security, if provided at the property, and
- (iii) the amount of taxes, general and administrative expenses and other costs.

Estimated Annual Operating Expenses generally do not reflect, however, any deductions for debt service, depreciation and amortization or capital expenditures or reserves for any of those items, except as described above.

Estimated Annual Operating Expenses for each mortgaged real property are calculated on the basis of numerous assumptions and subjective judgments, which, if ultimately proven erroneous, could cause the actual operating expenses for such mortgaged real property to differ materially from the Estimated Annual Operating Expenses set forth in this information circular. Some assumptions and subjective judgments relate to future events, conditions and circumstances, including future expense levels, which will be affected by a variety of complex factors over which none of the depositor, the mortgage loan seller, the master servicer, the special servicer, the certificate administrator or the trustee have control. In some cases, the Estimated Annual Operating Expenses for any mortgaged real property are lower, and may be materially lower, than the annual operating expenses for that mortgaged real property based on historical operating statements. In determining the Estimated Annual Operating Expenses for a mortgaged real property, the mortgage loan seller in most cases relied on generally unaudited financial information provided by the respective borrowers. No assurance can be given with respect to the accuracy of the information provided by any borrowers, or the adequacy of any procedures used by the mortgage loan seller in determining the Estimated Annual Operating Expenses.

“Estimated Annual Revenues” generally means, for each of the mortgaged real properties securing an underlying mortgage loan, the base estimated annual revenues for the property, adjusted upward or downward, as appropriate, to reflect any revenue modifications made as discussed below.

For purposes of calculating the Estimated Annual Revenues for any mortgaged real property securing an underlying mortgage loan:

- (i) the “base estimated annual revenues” for that property were generally assumed to equal the annualized amounts of gross potential rents; and
- (ii) the “revenue modifications” made to the base estimated annual revenues for that property often include—
 - (a) adjusting the revenues downwards by applying a combined vacancy and rent loss, including concessions, adjustment that reflected then current occupancy or, in some cases, a stabilized occupancy or, in some cases, an occupancy that was itself adjusted for historical trends or market rates of occupancy with consideration to competitive properties,
 - (b) adjusting the revenues upwards to reflect, in the case of some tenants, increases in base rents scheduled to occur during the following 12 months,

- (c) adjusting the revenues upwards for estimated income consisting of, among other items, late fees, laundry income, application fees, cable television fees, storage charges, electrical pass throughs, pet charges, janitorial services, furniture rental and parking fees, and
- (d) adjusting the revenues downwards in some instances where rental rates were determined to be significantly above market rates and the subject space was then currently leased to tenants that did not have long-term leases or were believed to be unlikely to renew their leases.

Estimated Annual Revenues for each mortgaged real property are calculated on the basis of numerous assumptions and subjective judgments, which, if ultimately proven erroneous, could cause the actual revenues for such mortgaged real property to differ materially from the Estimated Annual Revenues set forth in this information circular. Some assumptions and subjective judgments relate to future events, conditions and circumstances, including the re-leasing of vacant space and the continued leasing of occupied spaces, which will be affected by a variety of complex factors over which none of the depositor, the mortgage loan seller, the master servicer, the special servicer, the certificate administrator or the trustee have control. In some cases, the Estimated Annual Revenues for any mortgaged real property are higher, and may be materially higher, than the annual revenues for that mortgaged real property based on historical operating statements. In determining the Estimated Annual Revenues for a mortgaged real property, the mortgage loan seller in most cases relied on rent rolls and/or generally unaudited financial information provided by the respective borrowers. No assurance can be given with respect to the accuracy of the information provided by any borrowers, or the adequacy of any procedures used by the mortgage loan seller in determining the Estimated Annual Revenues.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Excluded Specially Serviced Mortgage Loan” means any Specially Serviced Mortgage Loan for which all of the following conditions are satisfied:

- (i) it has not been a Specially Serviced Mortgage Loan for more than one distribution date;
- (ii) it is a Specially Serviced Mortgage Loan solely due to the occurrence of an event described in clause (v) or clause (vi) of the definition of Servicing Transfer Event; and
- (iii) the borrower under the Specially Serviced Mortgage Loan has not failed to make any monthly payment in full since the underlying mortgage loan became a Specially Serviced Mortgage Loan.

For the avoidance of doubt, a Specially Serviced Mortgage Loan will cease to be an Excluded Specially Serviced Mortgage Loan no later than the day immediately following the first distribution date to occur after such loan became an Excluded Specially Serviced Mortgage Loan.

“Fair Value” means the amount that, in the special servicer’s judgment, exercised in accordance with the Servicing Standard, and taking into account the factors specified in the Pooling and Servicing Agreement, is the fair value of a Defaulted Loan.

“Fair Value Notice” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Fair Value Purchase Notice” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Fannie Mae” means the Federal National Mortgage Association.

“FHFA” means the Federal Housing Finance Agency.

“Fidelity Insurance” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Liability of the Servicers” in this information circular.

“Final Increased Offer Notice” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Final Increased Offer Notice Period” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“First Offeror” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Fitch” means Fitch Ratings, Inc., and its successors-in-interest.

“Fixed Loan Group” means all of the underlying mortgage loans that have a fixed mortgage interest rate in the absence of default as set forth on Exhibit A-1.

“Fixed Loan Group Additional Interest Accrual Amount” means, with respect to any distribution date and the class B-FX certificates, the amount, if any, by which interest on the principal balance of such class for the related Interest Accrual Period calculated at a rate of 8.00000% *per annum* exceeds the amount of interest accrued on the outstanding principal balance of such class at the Weighted Average Net Mortgage Pass-Through Rate for the Fixed Loan Group for the related Interest Accrual Period.

“Fixed Loan Group Additional Interest Distribution Amount” means, with respect to any distribution date and the class B-FX certificates, an amount equal to the lesser of (i) the Fixed Loan Group Additional Interest Accrual Amount, if any, with respect to the class B-FX certificates and (ii) an amount equal to the amount, not less than zero, of interest distributable in respect of the Class X Interest Accrual Amount for such distribution date minus the Class X Interest Distribution Amount.

“Fixed Loan Group Additional Interest Shortfall Amount” means, with respect to any distribution date and the class B-FX certificates, an amount equal to the aggregate amount of any Fixed Loan Group Additional Interest Distribution Amounts for the class B-FX certificate for all prior distribution dates that was not distributed on such class on such prior distribution dates and remains unpaid immediately prior to the current distribution date.

“Fixed Loan Group Certificates” means the class A-1, A-2, X and B-FX certificates.

“Fixed Loan Group Lower-Tier REMIC” means the REMIC identified as such and described under “Certain Federal Income Tax Consequences” in this information circular.

“Fixed Loan Group Lower-Tier REMIC Regular Interests” means the regular interests in the Fixed Loan Group Lower-Tier REMIC as defined under “Certain Federal Income Tax Consequences” in this information circular.

“Fixed Loan Group Offered Principal Balance Certificates” means the class A-1 and A-2 certificates.

“Fixed Loan Group Principal Balance Certificates” means the class A-1, A-2 and B-FX certificates.

“Fixed Loan Group Unpaid Interest Shortfall” has the meaning assigned to such term under “Description of the Certificates—Distributions—Interest Distributions (Fixed Loan Group Certificates)” in this information circular.

“Fixed Loan Group Upper-Tier REMIC Regular Interests” means certain regular interests in the Upper-Tier REMIC as defined under “Certain Federal Income Tax Consequences” in this information circular.

“Fixed Loan Group Waterfall Trigger Event” means, with respect to any distribution date and the Fixed Loan Group Certificates, the existence of any of the following: (i) the number of underlying mortgage loans (other than Specially Serviced Mortgage Loans) held in the Fixed Loan Group as of the related determination date is less than or equal to 8 or (ii) the aggregate Stated Principal Balance of the underlying mortgage loans (other than Specially Serviced Mortgage Loans) in the Fixed Loan Group as of the related determination date is less than or equal to 15% of the aggregate Cut-off Date Principal Balance of all underlying mortgage loans in the Fixed Loan Group outstanding on the Cut-off Date.

“Floating Loan Group” means any of the underlying mortgage loans that have a LIBOR-based floating mortgage interest rate in the absence of default as set forth in Exhibit A-1.

“Floating Loan Group Additional Interest Accrual Amount” means, with respect to any distribution date and the class B-FL certificates, the amount, if any, by which interest on the principal balance of such class for the related Interest Accrual Period calculated at a rate of LIBOR plus the specified margin for such class exceeds the amount of interest accrued on the outstanding principal balance of such class at the Weighted Average Net Mortgage Pass-Through Rate for the Floating Loan Group for the related Interest Accrual Period.

“Floating Loan Group Additional Interest Distribution Amount” means, with respect to any distribution date and the class B-FL certificates, an amount equal to the lesser of (i) the Floating Loan Group Additional Interest Accrual Amount, if any, with respect to the class B-FL certificates and (ii) an amount equal to the amount, not less than zero, of interest distributable in respect of the Class XI Interest Accrual Amount for such distribution date minus the Class XI Interest Distribution Amount.

“Floating Loan Group Additional Interest Shortfall Amount” means, with respect to any distribution date and the B-FL certificates, an amount equal to the aggregate amount of any Floating Loan Group Additional Interest Distribution Amounts for the class B-FL certificate for all prior distribution dates that was not distributed on such class on such prior distribution dates and remains unpaid immediately prior to the current distribution date.

“Floating Loan Group Certificates” means the class A-FL, XI, XP and B-FL certificates.

“Floating Loan Group Lower-Tier REMIC” means the REMIC identified as such and described under “Certain Federal Income Tax Consequences” in this information circular.

“Floating Loan Group Lower-Tier REMIC Regular Interests” means the regular interests in the Floating Loan Group Lower-Tier REMIC as defined under “Certain Federal Income Tax Consequences” in this information circular.

“Floating Loan Group Offered Principal Balance Certificates” means the class A-FL certificates.

“Floating Loan Group Principal Balance Certificates” means the class A-FL and B-FL certificates.

“Floating Loan Group Upper-Tier REMIC Regular Interests” means certain regular interests in the Upper-Tier REMIC as defined under “Certain Federal Income Tax Consequences” in this information circular.

“Floating Loan Group Unpaid Interest Shortfall” has the meaning assigned to such term under “Description of the Certificates—Distributions—Interest Distributions (Floating Loan Group Certificates)” in this information circular.

“Floating Loan Group Waterfall Trigger Event” means, with respect to any distribution date and the Floating Loan Group Certificates, when the aggregate Stated Principal Balance of all of the underlying mortgage loans in the Floating Loan Group (other than Specially Serviced Mortgage Loans) as of the related determination date is less than or equal to 25% of the aggregate Cut-off Date Principal Balance of all of the underlying mortgage loans in the Floating Loan Group outstanding on the Cut-off Date.

“Freddie Mac” means Federal Home Loan Mortgage Corporation, a corporate instrumentality of the United States created and existing under Title III of the Emergency Home Finance Act of 1970, as amended, or any successor to it (“FHLMC”), or certain of its affiliates, if any, who assume certain obligations or are assigned certain rights under the Pooling and Servicing Agreement, as described under “Description of the Mortgage Loan Seller and Guarantor—Proposed Operation of Multifamily Mortgage Business on a Stand-Alone Basis” in this information circular; *provided, however*, that “Freddie Mac” means FHLMC with respect to its obligations as (i) mortgage loan seller pursuant to the mortgage loan purchase agreement and the Pooling and Servicing Agreement and (ii) Guarantor of the Guaranteed Certificates pursuant to the Freddie Mac Guarantee.

“Freddie Mac Act” means Title III of the Emergency Home Finance Act of 1970, as amended.

“Freddie Mac Guarantee” has the meaning assigned to such term under “Summary of Information Circular—The Offered Certificates—Freddie Mac Guarantee” in this information circular.

“Freddie Mac Servicing Practices” means, with regard to the servicing of the underlying mortgage loans and/or REO Properties by the master servicer, any sub-servicer or the special servicer, and only to the extent such practices have been made available in writing or communicated in writing by Freddie Mac to the master servicer, such sub-servicer or the special servicer, as applicable, servicing and administering the underlying mortgage loans and/or REO Properties in the same manner in which, and with the same care, skill, prudence and diligence with which, Freddie Mac services and administers junior lien multifamily mortgage loans owned by it, which will include, without limitation, servicing and administering the underlying mortgage loans and/or REO Properties in accordance with the Guide and any Freddie Mac written policies, procedures or other communications made available in writing by Freddie Mac to the master servicer, such sub-servicer or special servicer, as applicable, including written communications from Freddie Mac as servicing consultant, pursuant to the Pooling and Servicing Agreement.

“Freddie Mac/Directing Certificateholder Increased Offer Notice” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Freddie Mac/Directing Certificateholder Increased Offer Notice Period” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“GAAP” means generally accepted accounting principles.

“Grantor Trust” means the portion of the trust fund exclusive of the Trust REMICs constituting a “grantor trust” under subpart E, part I, subchapter J, chapter 1 of subtitle A of the Code.

“Guarantee Fee” means, for any distribution date and with respect to the Guaranteed Certificates, the fee payable to the Guarantor in respect of its services as Guarantor, which fee accrues at the applicable Guarantee Fee Rate on a balance equal to the total outstanding principal balance of the Offered Principal Balance Certificates immediately prior to such distribution date. The Guarantee Fee will accrue (i) with respect to the Guaranteed Floating Loan Group Certificates, on an Actual/360 Basis and will be based on the number of days in the related Interest Accrual Period for the Floating Loan Group Certificates (ii) with respect to the Guaranteed Fixed Loan Group Certificates, on a 30/360 Basis.

“Guarantee Fee Rate” means, for the Floating Loan Group, the guarantee fee rate set forth in clause (i) “Description of the Certificates—Fees and Expenses” in this information circular, and for the Fixed Loan Group, the guarantee fee rate set forth in clause (ii) “Description of the Certificates—Fees and Expenses” in this information circular.

“Guaranteed Certificates” means the Guaranteed Floating Loan Group Certificates and the Guaranteed Fixed Loan Group Certificates.

“Guaranteed Fixed Loan Group Certificates” means the class A-1, A-2 and X certificates.

“Guaranteed Floating Loan Group Certificates” means the class A-FL, XI and XP certificates.

“Guarantor” means Freddie Mac, in its capacity as the guarantor of the Guaranteed Certificates.

“Guarantor Payment” means any payment made by the Guarantor in respect of a Deficiency Amount.

“Guarantor Reimbursement Amount” means, with respect to any distribution date and any class of Guaranteed Certificates, the sum of all amounts paid by the Guarantor in respect of Deficiency Amounts for such class of Guaranteed Certificates on such distribution date and on all prior distribution dates, to the extent not previously reimbursed (including from collections in respect of any mortgage loan on which a Balloon Guarantor Payment was made).

“Guarantor Reimbursement Amount Trigger Event” means, with respect to any distribution date, Guarantor Reimbursement Amounts equal or exceed an amount equal to (i) 0.5 times the initial class principal balance of the class B-FX certificates minus (ii) all Realized Losses allocated to the class B-FX certificates, giving effect to any Realized Losses to be allocated on such distribution date.

“Guarantor Reimbursement Interest Amount” means, with respect to any distribution date and any class of Guaranteed Certificates, interest on any Guarantor Reimbursement Amount (other than a Timing Guarantor Payment or a Static Prepayment Premium Guarantor Payment) for such class of Guaranteed Certificates at a *per annum* rate for each day (calculated on a daily basis) equal to the Prime Rate for such day plus 2.00%, calculated on the same interest accrual basis as the related class of certificates.

“Guarantor Static Prepayment Premium Reimbursement Amount” means, with respect to any distribution date and any class XP certificates, the portion of any Guarantor Reimbursement Amount related to any Static Prepayment Premium Guarantor Payment for the class XP certificates.

“Guarantor Timing Reimbursement Amount” means, with respect to any distribution date and the Offered Principal Balance Certificates, the portion of any Guarantor Reimbursement Amount related to any Timing Guarantor Payment for the Offered Principal Balance Certificates, together with any related Timing Guarantor Interest.

“Guide” means the Freddie Mac Multifamily Seller/Servicer Guide, as amended or supplemented from time to time. To the extent the Freddie Mac Multifamily Seller/Servicer Guide is no longer published by Freddie Mac, either directly or indirectly, “Guide” will refer to any successor guide as prescribed by Freddie Mac, which will be provided by Freddie Mac upon request if not otherwise reasonably accessible to the parties to the Pooling and Servicing Agreement; *provided, however*, that in the event that no successor guide is prescribed by Freddie Mac within 90 days of the date on which the Guide is no longer published by Freddie Mac, all references to the “Guide” in the Pooling and Servicing Agreement will be disregarded and the Guide will no longer be applicable. For purposes of the Pooling and Servicing Agreement, the term “Guide” will not include any forms referenced in the Freddie Mac Multifamily Seller/Servicer Guide. Such forms will be applicable at the option of the master servicer, the special servicer or any sub-servicer.

“HUD” means the United States Department of Housing and Urban Development.

“Income Approach” means the determination of the value of a mortgaged real property by using the discounted cash flow method of valuation or by the direct capitalization method. The discounted cash flow analysis is used in order to measure the return on a real estate investment and to determine the present value of the future income stream expected to be generated by the mortgaged real property. The future income of the mortgaged real property, as projected over an anticipated holding period, and the resulting Net Operating Incomes or cash flows are then discounted to present value using an appropriate discount rate. The direct capitalization method generally converts an estimate of a single year’s income expectancy, or, in some cases, a hypothetical stabilized single year’s income expectancy, into an indication of value by dividing the income estimate by an appropriate capitalization rate. An applicable capitalization method and appropriate capitalization rates are developed for use in computations that lead to an indication of value. In utilizing the Income Approach, the appraiser’s method of determination of gross income, gross expense and Net Operating Income for the subject property may vary from the method of determining Underwritten Net Operating Income for that property, resulting in variances in the related net operating income values.

“Increased Offer Notice” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Initial Directing Certificateholder” means, with respect to the Floating Loan Group Certificates, the Initial Floating Loan Group Directing Certificateholder and, with respect to the Fixed Loan Group Certificates, the Initial Fixed Loan Group Directing Certificateholder.

“Initial Fixed Loan Group Directing Certificateholder” means KARED II Securities, LLC, a Delaware limited liability company, and its successors-in-interest.

“Initial Floating Loan Group Directing Certificateholder” means KARED II Securities, LLC, a Delaware limited liability company, and its successors-in-interest.

“Initial Interest Reserve Account” has the meaning assigned to such term under “Description of the Certificates—Initial Interest Reserve Account” in this information circular.

“Initial Interest Reserve Deposit Amount” has the meaning assigned to such term under “Description of the Certificates—Initial Interest Reserve Account” in this information circular. For the avoidance of doubt, no master servicing fee, special servicing fee, sub-servicing fee (including the Securitization Compensation portion of the sub-servicing fee), master servicer surveillance fee, special servicer surveillance fee, trustee fee or certificate administrator fee will be payable from or with respect to this amount.

“Initial Offer Notice Period” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Interest Accrual Period” means, (i) with respect to the Floating Loan Group Certificates and any distribution date, the period beginning on and including the 25th day of the month preceding the month in which such distribution date occurs (or beginning on and including the Closing Date, in the case of the first distribution date) and ending on and including the 24th day of the month in which such distribution date occurs, (ii) with respect to the Fixed Loan Group Certificates and any distribution date, the calendar month immediately preceding the month in which that distribution date occurs (deemed to consist of 30 days) and (iii) with respect to any due date and (a) any underlying mortgage loan in the Fixed Loan Group, the period during which interest payable on such due date on such Loan accrues pursuant to the related note and (b) any underlying mortgage loan in the Floating Loan Group, the calendar month immediately preceding the month in which such due date occurs.

“Interest Rate Cap Agreements” means the interest rate cap agreements purchased from third-party sellers for the underlying mortgage loans in the Floating Loan Group.

“Investment Company Act” means the Investment Company Act of 1940, as amended.

“IRS” means the Internal Revenue Service.

“Junior Lender Notice” means in the event that the Option Holder declines to exercise its purchase option and there are any Subordinate Lien Senior Loans outstanding, any such notice provided by the master servicer or the special servicer, as applicable, to the holder of each Subordinate Lien Senior Loan.

“Junior Lender Notice Period” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular.

“Junior Loan” means with respect to any underlying mortgage loan, any loan secured by the related mortgaged real property and that is subordinate in right of payment to such underlying mortgage loan pursuant to the terms of any related intercreditor agreement.

“Junior Loan Holder” means, with respect to any underlying mortgage loan, the holder of the most subordinate related Junior Loan, including the holder of a lower priority lien on certain of the underlying mortgage loans if the related borrower exercises its option to obtain supplemental secured financing as described under “Description of the Underlying Mortgage Loans—Certain Terms and Conditions of the Underlying Mortgage Loans—Permitted Additional Debt” in this information circular.

“KeyBank” means KeyBank National Association, a national banking association, and its successors-in-interest.

“LIBOR” has the meaning assigned to such term under “Description of the Underlying Mortgage Loans—Mortgage Interest Rates; Calculations of Interest—Certain Terms and Conditions of the Underlying Mortgage Loans Realization Upon Mortgage Loans” in this information circular.

“LIBOR Determination Date” has the meaning assigned to such term under “Description of the Underlying Mortgage Loans—Mortgage Interest Rates; Calculations of Interest—Certain Terms and Conditions of the Underlying Mortgage Loans Realization Upon Mortgage Loans” in this information circular.

“LIBOR Index Page” has the meaning assigned to such term under “Description of the Underlying Mortgage Loans—Mortgage Interest Rates; Calculations of Interest—Certain Terms and Conditions of the Underlying Mortgage Loans Realization Upon Mortgage Loans” in this information circular.

“Liquidation Proceeds” means cash amounts (other than income, rents and profits derived from the ownership, operation or leasing of an REO Property) actually received, net of expenses, in connection with (i) the liquidation of a mortgaged real property or other collateral constituting security for a Defaulted Loan, through trustee’s sale, foreclosure sale, REO disposition or otherwise, exclusive of any portion of cash amounts required to be released to any holder of the related Senior Loan in accordance with the terms of all applicable intercreditor agreements and the Senior Loan Documents or to the related borrower; (ii) the realization upon any deficiency judgment obtained against a borrower with respect to a Defaulted Loan; (iii) the purchase of a Defaulted Loan by a directing certificateholder (or any assignee or affiliate), Freddie Mac (or any assignee) or the Junior Loan Holder in accordance with the Pooling and Servicing Agreement; (iv) the repurchase or replacement of an underlying mortgage loan by or on behalf of the mortgage loan seller in connection with a defect in any mortgage file or a breach of any of its representations and warranties; or (v) the purchase of all of the underlying mortgage loans and REO Properties remaining in the issuing entity by the Controlling Class Majority Holder (excluding Freddie Mac), the Third Party Master Servicer or the Primary Special Servicer pursuant to the terms of the Pooling and Servicing Agreement.

“Loan Group” means the Floating Loan Group or the Fixed Loan Group, as applicable.

“Loan Group Certificates” means the Floating Loan Group Certificates or the Fixed Loan Group Certificates, as applicable.

“Lower-Tier REMIC” means any of the Floating Loan Group Lower-Tier REMIC or the Fixed Loan Group Lower-Tier REMIC.

“Lower-Tier REMIC Regular Interests” means any of the Floating Loan Group Lower-Tier REMIC Regular Interests or the Fixed Loan Group Lower-Tier REMIC Regular Interests.

“Mandatory Defaulted Loan Purchase” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular.

“Maturity Balance” means, with respect to any underlying mortgage loan, the outstanding principal balance of the underlying mortgage loan immediately prior to its maturity, according to the payment schedule for the underlying mortgage loan and otherwise assuming no prepayments, defaults or extensions.

“Maturity Loan-to-Value Ratio” or “Maturity LTV” means with respect to any underlying mortgage loan, the ratio of (i) the Maturity Balance of the underlying mortgage loan, the related Senior Loan(s) and any related Junior Loans, to (ii) the most recent Appraised Value of the related mortgaged real property (or, in the case of an underlying mortgage loan secured by multiple mortgaged real properties, the sum of the Appraised Values of the related mortgaged real properties).

“Modeling Assumptions” means, collectively, the following assumptions regarding the certificates and the underlying mortgage loans:

- (i) the underlying mortgage loans have the characteristics set forth on Exhibit A-1 and the initial Floating Loan Group balance is approximately \$18,083,375 and the initial Fixed Loan Group balance is approximately \$428,856,439;
- (ii) the initial principal balance or notional amount, as the case may be, of each class of certificates is as described in this information circular;
- (iii) the pass-through rate for each interest-bearing class of certificates is as described in this information circular;
- (iv) there are no delinquencies, modifications or losses with respect to the underlying mortgage loans;
- (v) no underlying mortgage loan is a Specially Serviced Mortgage Loan;
- (vi) there are no modifications, extensions, waivers or amendments affecting the monthly debt service or balloon payments by borrowers on the underlying mortgage loans;

- (vii) there are no Appraisal Reduction Amounts with respect to the underlying mortgage loans;
- (viii) there are no casualties or condemnations affecting the corresponding mortgaged real properties;
- (ix) each of the underlying mortgage loans provides monthly debt service payments to be due on the first day of each month, regardless of whether the subject date is a business day or not;
- (x) monthly debt service payments on the underlying mortgage loans are timely received on their respective due dates in each month, regardless of whether the subject date is a business day or not;
- (xi) no voluntary or involuntary prepayments are received as to any underlying mortgage loan during that underlying mortgage loan's prepayment lockout period, including any Yield Maintenance Period or Static Prepayment Premium Period;
- (xii) except as otherwise assumed in clause (xi) above, prepayments are made on each of the underlying mortgage loans at the indicated CPRs set forth in the subject tables or other relevant part of this information circular, without regard to any limitations in the underlying mortgage loans on partial voluntary principal prepayments;
- (xiii) all prepayments on the underlying mortgage loans are assumed to be—
 - (a) accompanied by a full month's interest, and
 - (b) received on the applicable due date of the relevant month;
- (xiv) no person or entity entitled under the Pooling and Servicing Agreement exercises its right of optional retirement as described under "The Pooling and Servicing Agreement—Retirement" in this information circular;
- (xv) none of the underlying mortgage loans is required to be repurchased or replaced by the mortgage loan seller or any other person, as described under "Description of the Underlying Mortgage Loans—Cures, Repurchases and Substitutions" in this information circular;
- (xvi) the Administration Fee Rates are as set forth on Exhibit A-1 and the only other issuing entity expenses is the Guarantee Fee;
- (xvii) there are no Additional Issuing Entity Expenses;
- (xviii) funds released from the interest reserve account for any underlying mortgage loan in the Fixed Loan Group that has paid in full will be included in the calculation of net weighted average coupon of the remaining underlying mortgage loans in the Fixed Loan Group;
- (xix) payments on the offered certificates are made on the 25th day of each month, commencing in December 2018;
- (xx) the offered certificates are settled on an assumed settlement date of November 19, 2018; and
- (xxi) LIBOR remains constant at 2.30688% *per annum*.

"Moody's" means Moody's Investors Service, Inc., and its successors-in-interest.

"Morningstar" means Morningstar Credit Ratings, LLC, and its successors-in-interest.

"Most Recent EGI" generally means, for any mortgaged real property that secures an underlying mortgage loan, the revenues received (effective gross income), or annualized or estimated in some cases, in respect of the property for the 12-month period ended as of the Most Recent Financial End Date, based on the latest available annual or, in some cases, partial-year operating statement and other information furnished by the related borrower. For purposes of the foregoing, revenues generally consist of all revenues received in respect of the property, including rental and other revenues.

In determining the Most Recent EGI for any property, the mortgage loan seller may have made adjustments to the financial information provided by the related borrower similar to those used in calculating the Estimated Annual Revenues for that property.

Most Recent EGI for each mortgaged real property are calculated on the basis of numerous assumptions and subjective judgments, which, if ultimately proven erroneous, could cause the actual revenues for such mortgaged real property to differ materially from the Most Recent EGI set forth in this information circular. Some assumptions and subjective judgments relate to future events, conditions and circumstances, including the re-leasing of vacant space and the continued leasing of occupied spaces, which will be affected by a variety of complex factors over which none of the depositor, the mortgage loan seller, the master servicer, the special servicer, the certificate administrator or the trustee have control. In some cases, the Most Recent EGI for any mortgaged real property are higher, and may be materially higher, than the annual revenues for that mortgaged real property based on historical operating statements. In determining the Most Recent EGI for a mortgaged real property, the mortgage loan seller in most cases relied on rent rolls and/or generally unaudited financial information provided by the respective borrowers. No assurance can be given with respect to the accuracy of the information provided by any borrowers, or the adequacy of any procedures used by the mortgage loan seller in determining the Most Recent EGI.

“Most Recent Expenses” means, for any mortgaged real property that secures an underlying mortgage loan, the expenses incurred, or annualized or estimated in some cases, for the property for the 12-month period ended as of the most recent operating statement date, based on the latest available annual or, in some cases, partial-year operating statement and other information furnished by the related borrower.

Expenses generally consist of all expenses incurred for the property, including—

- (i) salaries and wages,
- (ii) the costs or fees of—
 - (a) utilities,
 - (b) repairs and maintenance,
 - (c) marketing,
 - (d) insurance,
 - (e) management,
 - (f) landscaping,
 - (g) security, if provided at the property, and
- (iii) the amount of—
 - (a) real estate taxes,
 - (b) general and administrative expenses, and
 - (c) other costs.

For purposes of the foregoing, expenses do not reflect, however, any deductions for debt service, depreciation, amortization or capital expenditures.

In determining the Most Recent Expenses for any property, the mortgage loan seller may have made adjustments to the financial information provided by the related borrower similar to those used in calculating the Estimated Annual Operating Expenses for that property. Most Recent Expenses for each mortgaged real property are calculated on the basis of numerous assumptions and subjective judgments, which, if ultimately proven erroneous, could cause the actual operating expenses for such mortgaged real property to differ materially from the Most Recent Expenses set forth in this information circular. Some assumptions and subjective judgments relate to future events, conditions and circumstances, including future expense levels, which will be affected by a variety of complex factors over which none of the depositor, the mortgage loan seller, the master servicer, the special servicer, the certificate administrator or the trustee have control. In some cases, the Most Recent Expenses for any mortgaged real property are lower, and may be materially lower, than the annual operating expenses for that mortgaged real property based on historical operating statements. In determining the Most Recent Expenses for a mortgaged real property, the mortgage loan seller in most cases relied on generally unaudited financial information provided by the respective borrowers. No assurance can be given with respect to the accuracy of the information provided by any

borrowers, or the adequacy of any procedures used by the mortgage loan seller in determining the Most Recent Expenses.

“Most Recent Financial End Date” means, with respect to each of the underlying mortgage loans, the date indicated on Exhibit A-1 as the Most Recent Financial End Date with respect to that mortgage loan. In general, this date is the end date of the period covered by the latest available annual or, in some cases, partial-year operating statement for the related mortgaged real property.

“Most Recent NCF” or “Most Recent Net Cash Flow” means, with respect to each mortgaged real property that secures an underlying mortgage loan, the Most Recent Net Operating Income, less the most recent replacement reserve amounts.

“Most Recent NOI” or “Most Recent Net Operating Income” means, with respect to each of the mortgaged real properties that secures an underlying mortgage loan, the total cash flow derived from the property that was available for annual debt service on the related underlying mortgage loan, calculated as the Most Recent EGI less Most Recent Expenses for that mortgaged real property.

“Net Aggregate Prepayment Interest Shortfall” means, with respect to any Loan Group and any distribution date, the excess, if any, of (i) the total Prepayment Interest Shortfalls incurred with respect to such Loan Group during the related Collection Period, over (ii) the sum of (a) the total payments made by the master servicer to cover any Prepayment Interest Shortfalls with respect to such Loan Group incurred during the related Collection Period; and (b) the total Prepayment Interest Excesses with respect to such Loan Group collected during the related Collection Period that are applied to offset Prepayment Interest Shortfalls with respect to such Loan Group incurred during the related Collection Period.

“Net Mortgage Interest Rate” has the meaning assigned to such term under “Summary of Information Circular—Transaction Overview” in this information circular.

“Net Mortgage Pass-Through Rate” has the meaning assigned to such term under “Summary of Information Circular—Transaction Overview” in this information circular.

“Net Operating Income” means, with respect to any mortgaged real property, for any borrower’s fiscal year end, the total operating revenues derived from such mortgaged real property during such period, minus the total operating expenses incurred in respect of such mortgaged real property during such period, other than (i) non-cash items such as depreciation, (ii) amortization, (iii) actual capital expenditures and (iv) debt service on the related underlying mortgage loan and any related Senior Loans or Junior Loans.

“Nonrecoverable Advance” means any Nonrecoverable P&I Advance or Nonrecoverable Servicing Advance or any portion of such Nonrecoverable P&I Advance or Nonrecoverable Servicing Advance.

“Nonrecoverable P&I Advance” has the meaning assigned to such term under “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this information circular.

“Nonrecoverable Servicing Advance” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—Servicing Advances” in this information circular.

“NRSRO” has the meaning assigned to such term under “Summary of Information Circular—The Offered Certificates—Investment Considerations” in this information circular.

“Offered Fixed Loan Group Certificates” means the class A-1, A-2 and X certificates.

“Offered Floating Loan Group Certificates” means the class A-FL, XI and XP certificates.

“Offered Certificates” means the class A-FL, A-1, A-2, XI, XP and X certificates.

“Offered Principal Balance Certificates” means the class A-FL, A-1 and A-2 certificates.

“Option Holder” means the applicable directing certificateholder or Freddie Mac, as applicable.

“Option Purchase Price” means the cash price at which any Defaulted Loan may be purchased under the related Purchase Option, as described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Original Net Mortgage Interest Rate” has the meaning assigned to such term under “Summary of Information Circular—Transaction Overview” in this information circular.

“Originator” or “Originators” has the meaning assigned to such term under “Description of the Mortgage Loan Seller and Guarantor—The Mortgage Loan Seller and Guarantor” in this information circular.

“Outstanding Guarantor Reimbursement Amount” means, with respect to any distribution date, and each Loan Group, the amount, if any, by which the sum of any Guarantor Reimbursement Amounts payable to the Guarantor from each the applicable Loan Group exceeds the sum of the amounts distributed to the Guarantor pursuant to priority 4th, 5th or 6th in the table under “Description of the Certificates—Distributions—Priority of Distributions (Floating Loan Group Certificates)” or “—Priority of Distributions (Fixed Loan Group Certificates),” as applicable in this information circular on such distribution date.

“P&I Advance” has the meaning assigned to such term under “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this information circular.

“Par Purchase Notice Period” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Partial Condemnation Loan” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Modifications, Waivers, Amendments and Consents” in this information circular.

“Partial Condemnation Purchase Options” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Modifications, Waivers, Amendments and Consents” in this information circular.

“Partial Condemnation Sale” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Modifications, Waivers Amendments and Consents” in this information circular.

“Performing Loan Principal Distribution Amount” means, with respect to any distribution date, and each Loan Group, the excess, if any, of the Principal Distribution Amount for such Loan Group Certificates for such distribution date over the related Loan Group Specially Serviced Loan Principal Distribution Amount, if any, for such distribution date.

“Permitted Encumbrances” means, with respect to any mortgaged real property securing an underlying mortgage loan, any and all of the following—

- (i) the lien of current real property taxes, water charges, sewer rents and assessments not yet delinquent or accruing interest or penalties,
- (ii) covenants, conditions and restrictions, rights of way, easements and other matters that are of public record,
- (iii) exceptions and exclusions specifically referred to in the related lender’s title insurance policy or, if that policy has not yet been issued, referred to in a *pro forma* title policy or marked-up commitment, which in either case is binding on the subject title insurance company,
- (iv) other matters to which like properties are commonly subject,
- (v) the rights of tenants, as tenants only, under leases, including subleases, pertaining to the related mortgaged real property, and
- (vi) if the subject mortgaged real property is a unit in a condominium, the related condominium declaration.

“Permitted Investments” means the U.S. government securities and other obligations specified in the Pooling and Servicing Agreement.

“Permitted Transfer” means any Requested Transfer as to which the related borrower satisfies (without modification or waiver) all the applicable requirements in the related loan documents, *provided* that such satisfaction is determined without requiring the exercise of discretion by the master servicer or the special servicer.

“Placement Agent Entities” means the placement agents for the SPCs and their respective affiliates.

“Pooling and Servicing Agreement” means the pooling and servicing agreement, to be dated as of November 1, 2018, among Banc of America Merrill Lynch Commercial Mortgage Inc., as depositor, Freddie Mac, as master servicer, CWCAM, as primary special servicer, KeyBank, as backup special servicer, U.S. Bank, as trustee, certificate administrator and custodian, and Freddie Mac, acting in certain other capacities described in this information circular.

“Prepayment Assumption” means an assumption that there are no prepayments and no extensions of the underlying mortgage loans.

“Prepayment Interest Excess” means, with respect to any full or partial prepayment of an underlying mortgage loan made by the related borrower or otherwise in connection with a casualty or condemnation during any Collection Period after the due date for that underlying mortgage loan, the amount of any interest collected on that prepayment for the period from and after that due date, less the amount of master servicer surveillance fees (if any), special servicer surveillance fees (if any), master servicing fees and sub-servicing fees payable from that interest collection, and exclusive of any Default Interest included in that interest collection.

“Prepayment Interest Shortfall” means, with respect to any full or partial prepayment of an underlying mortgage loan made by the related borrower that is not accompanied by an amount of interest representing scheduled interest due on any date or dates in any month or months subsequent to the month of prepayment or otherwise in connection with a casualty or condemnation during any Collection Period prior to the due date for that underlying mortgage loan, the amount of any uncollected interest that would have accrued on that prepayment to, but not including, such due date, less the amount of master servicer surveillance fees (if any), special servicer surveillance fees (if any), master servicing fees and sub-servicing fees that would have been payable from that uncollected interest, and exclusive of any portion of that uncollected interest that would have been Default Interest.

“Primary Special Servicer” means CWCAM, and its successors-in-interest.

“Prime Rate” means an annual rate equal to the “prime rate” as published in the “Money Rates” section of The Wall Street Journal (or, if such section or publication is no longer available, such other comparable publication as is determined by the certificate administrator in its sole discretion, in consultation with the master servicer) as may be in effect from time to time (or if the “Prime Rate” is not published on any calculation date, then the “Prime Rate” for such day will be the most recently published “Prime Rate” prior to such calculation date), or if the “Prime Rate” no longer exists, such other comparable rate (as determined by the certificate administrator, in its reasonable discretion, in consultation with the master servicer) as may be in effect from time to time. If the certificate administrator and the master servicer cannot agree on a comparable publication or comparable rate, the certificate administrator will have the sole right to determine such publication or rate; *provided, however*, that any time Freddie Mac is the master servicer, the master servicer will have the sole right to determine such publication or rate.

“Principal Balance Certificates” means the class A-FL, A-1, A-2, B-FL and B-FX certificates.

“Principal Distribution Adjustment Amount” means, with respect to any Certificate Group for any distribution date, the sum of (i) the amount of any Nonrecoverable Advance that was reimbursed to the master servicer or the trustee since the preceding distribution date (or since the Closing Date, in the case of the first distribution date) and that was deemed to have been so reimbursed out of any collections of principal that would otherwise constitute part of the Principal Distribution Amount for such distribution date (as described in this information circular under “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses” or “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments,” as applicable), (ii) any Workout-Delayed Reimbursement Amount that was reimbursed to the master servicer or the trustee since the preceding distribution date (or since the Closing Date, in the case of the first distribution date) and that was deemed to have been so reimbursed out of any collections of principal that would otherwise constitute part of the Principal Distribution Amount for such distribution date (as described in this information circular under “The Pooling and

Servicing Agreement—Servicing and Other Compensation and Payment of Expenses” or “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments,” as applicable) and (iii) any principal collections on the related Loan Group for the related Collection Period used to reimburse Balloon Guarantor Payments or other unreimbursed Guarantor Reimbursement Amounts since the preceding distribution date pursuant to the terms of the Pooling and Servicing Agreement.

“Principal Distribution Amount” means , with respect to any Certificate Group, except as provided in the following paragraph:

- (i) for any distribution date (other than the final distribution date), an amount equal to the total, without duplication, of the following—
 - (a) all payments of principal, including voluntary principal prepayments, received by or on behalf of the issuing entity with respect to the underlying mortgage loans in the related Loan Group during the related Collection Period, exclusive of any of those payments that represents a late collection of principal for which an advance was previously made for a prior distribution date or that represents a monthly payment of principal due on or before the Cut-off Date or on a due date for the related underlying mortgage loan subsequent to the end of the related Collection Period,
 - (b) all monthly payments of principal received by or on behalf of the issuing entity with respect to the underlying mortgage loans in the related Loan Group prior to, but that are due during, the related Collection Period,
 - (c) all other collections, including Liquidation Proceeds, condemnation proceeds and insurance proceeds that were received by or on behalf of the issuing entity with respect to any of the underlying mortgage loans or any related REO Properties in the related Loan Group during the related Collection Period and that were identified and applied as recoveries of principal of the subject underlying mortgage loan or, in the case of an REO Property, of the related underlying mortgage loan, exclusive of any portion payable to any holder of the related Senior Loan in accordance with the terms of all related intercreditor agreements or the Senior Loan Documents (or to the borrower), in each case net of any portion of the particular collection that represents a late collection of principal for which an advance of principal was previously made for a prior distribution date or that represents a monthly payment of principal due on or before the Cut-off Date, and
 - (d) all advances of principal made with respect to the underlying mortgage loans in the related Loan Group for that distribution date; and
- (ii) for the final distribution date, an amount equal to the Stated Principal Balance of the underlying mortgage loans in the related Loan Group outstanding immediately prior to that final distribution date.

However, the Principal Distribution Amount will be reduced on any distribution date by an amount equal to the Principal Distribution Adjustment Amount for the related Certificate Group calculated with respect to such distribution date. The Principal Distribution Amount will be increased on any distribution date by the amount of any recovery occurring during the related Collection Period of an amount that was previously advanced with respect to any underlying mortgage loan in the related Loan Group, but only if and to the extent such advance was previously reimbursed from principal collections that would otherwise have constituted part of the Principal Distribution Amount for such Certificate Group for a prior distribution date in a manner that resulted in a Principal Distribution Adjustment Amount for such Certificate Group for such prior distribution date. In addition, if any insurance proceeds, condemnation proceeds or Liquidation Proceeds were received and/or a final recovery determination were made with respect to any underlying mortgage loan in such Loan Group during any particular Collection Period, then the portion of the Principal Distribution Amount for such Certificate Group for the related distribution date that is otherwise allocable to that underlying mortgage loan will be reduced (to not less than zero) by any special servicing fees or liquidation fees payable in connection therewith.

“Privileged Person” means each party to the Pooling and Servicing Agreement, the initial purchaser of the certificates and, upon receipt by the certificate administrator of an investor certification in the form required by the Pooling and Servicing Agreement, each holder, beneficial owner or prospective purchaser of a certificate or an SPC and, upon receipt of a certification from an NRSRO, substantially in the form as provided in the Pooling and Servicing Agreement, any NRSRO that does not have a conflict of interest identified in paragraph (b)(9) of Rule

17g-5 with respect to the certificates or SPCs (as certified by such NRSRO) and that has been engaged by a certificateholder or a holder of an SPC, which NRSRO has provided, or will provide an on-going rating to a class of certificates or SPCs after the Closing Date and that is requesting access to such information solely for the purpose of assessing or reaffirming such on-going rating. Any Privileged Person that is a borrower or an affiliate of a borrower, as evidenced by the information set forth in the investor certification, or any person who does not own an interest in the Loan Group Certificates entitled to distributions from the underlying mortgage loan for which the information is being sought, will only be entitled to limited information as described in “Description of the Certificates—Reports to Certificateholders and Freddie Mac; Available Information” in this information circular.

“Purchase Agreement” means the senior preferred stock purchase agreement between FHFA, as Conservator of Freddie Mac, and Treasury.

“Purchase Option” means the purchase option described under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Purchase Option” in this information circular.

“Purchase Price” means, with respect to any underlying mortgage loan if it is to be purchased as contemplated under the Pooling and Servicing Agreement, a price equal to the outstanding principal balance of such underlying mortgage loan, plus (i) accrued and unpaid interest on such underlying mortgage loan through and including the end of the related Interest Accrual Period in which such purchase is made (which would include accrued and unpaid master servicer surveillance fees, special servicer surveillance fees, master servicing fees and sub-servicing fees), (ii) related special servicing fees and, if applicable, liquidation fees payable to the special servicer (to the extent accrued and unpaid or previously paid by the issuing entity), (iii) all related unreimbursed Servicing Advances or Additional Issuing Entity Expenses, (iv) all related Servicing Advances that were previously reimbursed from general collections on the underlying mortgage loans in the related Loan Group, (v) all accrued and unpaid interest on related Servicing Advances and P&I Advances, (vi) all interest on related Servicing Advances and P&I Advances that was previously reimbursed from general collections on the underlying mortgage loans in the related Loan Group, (vii) solely if such underlying mortgage loan is being purchased by the related borrower or an affiliate of such borrower, all Default Interest, late payment fees, extension fees and similar fees or charges incurred with respect to such underlying mortgage loan and all out-of-pocket expenses reasonably incurred (whether paid or then owing) by the master servicer, the special servicer, the depositor, the custodian, the certificate administrator and the trustee in respect of such purchase, including, without duplication of any amounts described above in this definition, any expenses incurred prior to such purchase date with respect to such underlying mortgage loan, and (viii) solely if such underlying mortgage loan is being purchased by or on behalf of the mortgage loan seller pursuant to or as contemplated by Section 7 of the mortgage loan purchase agreement, all out-of-pocket expenses reasonably incurred (whether paid or then owing) by any Third Party Master Servicer, the special servicer, the depositor, the certificate administrator, the custodian and the trustee in respect of the breach or defect giving rise to the repurchase obligation, including any expenses arising out of the enforcement of the repurchase obligation, any expenses incurred by Freddie Mac in its capacity as master servicer for which Freddie Mac has already been reimbursed and, without duplication of any amounts described above in this definition, any expenses incurred prior to such purchase date with respect to such underlying mortgage loan; *provided* that if a Fair Value determination has been made, the Purchase Price must at least equal the Fair Value.

“Qualified Substitute Mortgage Loan” means a mortgage loan in the same lien position as the deleted underlying mortgage loan that must, on the date of substitution: (i) have an outstanding principal balance, after application of all scheduled payments of principal and/or interest due during or prior to the month of substitution, not in excess of the Stated Principal Balance of the deleted underlying mortgage loan as of the due date in the calendar month during which the substitution occurs; (ii) have a mortgage interest rate not less than the mortgage interest rate of the deleted underlying mortgage loan; (iii) have the same due date as the deleted underlying mortgage loan; (iv) accrue interest on the same basis as the deleted underlying mortgage loan (for example, on the basis of a 360-day year and the actual number of days elapsed); (v) have a remaining term to stated maturity not greater than, and not more than two years less than, the remaining term to stated maturity of the deleted underlying mortgage loan; (vi) have an original loan-to-value ratio and an original Combined Loan-to-Value Ratio not higher than that of the deleted underlying mortgage loan and a current loan-to-value ratio and current Combined Loan-to-Value Ratio not higher than the then current loan-to-value ratio and current Combined Loan-to-Value Ratio of the deleted underlying mortgage loan; *provided* that for purposes of determining the original and current loan-to-value ratio, the Appraised Value of the related mortgaged real property or mortgaged real properties must first be reduced

by (a) the amount of any lien on the mortgaged real property or mortgaged real properties that is senior to the underlying mortgage loan and (b) a proportionate amount of any lien that is at the same level of priority with the deleted underlying mortgage loan; (vii) materially comply (without waiver or exception) as of the date of substitution with all of the representations and warranties set forth in the applicable purchase agreement; (viii) have an environmental report with respect to the related mortgaged real property that indicates no material adverse environmental conditions with respect to the related mortgaged real property and which will be delivered as a part of the related mortgage file; (ix) have an original debt service coverage ratio and an original Combined Debt Service Coverage Ratio of not less than the original debt service coverage ratio and the original Combined Debt Service Coverage Ratio of the deleted underlying mortgage loan and a current debt service coverage ratio and a current Combined Debt Service Coverage Ratio of not less than the current debt service coverage ratio and the current Combined Debt Service Coverage Ratio of the deleted underlying mortgage loan; (x) be determined by an opinion of counsel (at the mortgage loan seller's expense) to be a "qualified replacement mortgage" within the meaning of Code Section 860G(a)(4); (xi) have been approved by each of the applicable Approved Directing Certificateholder (if any) and Freddie Mac, each in its sole discretion; and (xii) not be substituted for a deleted underlying mortgage loan if it would result in the termination of the REMIC status of any Trust REMIC created under the Pooling and Servicing Agreement or the imposition of tax on any Trust REMIC created under the Pooling and Servicing Agreement other than a tax on income expressly permitted or contemplated to be received by the terms of the Pooling and Servicing Agreement, as determined by an opinion of counsel. In the event that one or more mortgage loans are substituted for one or more deleted underlying mortgage loans simultaneously, then the amounts described in clause (i) are required to be determined on the basis of aggregate outstanding principal balances and the rates described in clause (ii) above (*provided* that no Net Mortgage Interest Rate may be less than the pass-through rate of any class of Principal Balance Certificates in the related Certificate Group then outstanding) and the remaining term to stated maturity referred to in clause (v) above will be determined on a weighted average basis. When a Qualified Substitute Mortgage Loan is substituted for a deleted underlying mortgage loan, the mortgage loan seller will be required to certify that the mortgage loan meets all of the requirements of the above definition and send the certification to the trustee and the certificate administrator, which may conclusively rely on such certification. A deleted underlying mortgage loan (i) in the Fixed Loan Group may only be substituted with a Qualified Substitute Mortgage Loan that, in the absence of default, has a fixed mortgage interest rate and (ii) in the Floating Loan Group may only be substituted with a Qualified Substitute Mortgage Loan, that in the absence of default, has a LIBOR-based floating mortgage interest rate.

"Ratings Trigger Event" means, (i) with respect to any Third Party Master Servicer (a) if on the date of appointment such party is listed on S&P's Select Servicer List as a U.S. Commercial Mortgage Master Servicer, and at any time after the date of appointment such party loses its status on such list and such status is not restored within 60 days, or (b) if on the date of appointment such party has a rating by Fitch higher than or equal to "CMS3" and at any time after the date of appointment such rating drops to a level lower than "CMS3" and such party is not reinstated to at least "CMS3" within 60 days and (ii) with respect to the special servicer, (a) if on the Closing Date (or in the case of any successor special servicer, the date of appointment) such party is listed on S&P's Select Servicer List as a U.S. Commercial Mortgage Special Servicer, and at any time after the Closing Date (or in the case of any successor special servicer, the date of appointment) such party loses its status on such list and such status is not restored within 60 days or (b) if on the Closing Date (or in the case of any successor special servicer, the date of appointment) such party has a rating by Fitch higher than or equal to "CSS3" and at any time after the Closing Date (or in the case of any successor special servicer, the date of appointment) such rating drops to a level lower than "CSS3" and such party is not reinstated to at least "CSS3" within 60 days.

"Realized Losses" means, with respect to any Certificate Group, the amount by which (i) the aggregate Stated Principal Balance (for purposes of this calculation only, (a) giving effect to the amount of any unreimbursed Timing Guarantor Payments and (b) not giving effect to any reductions of the Stated Principal Balance for payments and other collections of principal on the related Loan Group that were used to reimburse any Nonrecoverable Advances and Workout-Delayed Reimbursement Amounts (including any accrued advance interest), other than payments or other collections of principal used to reimburse Nonrecoverable Advances or Workout-Delayed Reimbursement Amounts (including any accrued advance interest) with respect to underlying mortgage loans and REO Loans in the related Loan Group as to which a final recovery determination has been made) of the related Loan Group expected to be outstanding immediately following such distribution date is less than (ii) the aggregate outstanding principal balance of the Principal Balance Certificates of such Certificate Group after giving effect to distributions of principal on such distribution date. We discuss the calculation of Realized Losses under "Description of the

Certificates—Reductions of Certificate Principal Balances in Connection with Realized Losses and Additional Issuing Entity Expenses” in this information circular.

“Reform Act” means the Federal Housing Finance Regulatory Reform Act.

“Regular Certificates” has the meaning assigned to such term under “Certain Federal Income Tax Consequences—General” in this information circular.

“Regulation AB” means Subpart 229.1100 – Asset Backed Securities (Regulation AB), 17 C.F.R. §§ 229.1100-229.1125, as such rules may be amended from time to time, and subject to such clarification and interpretation as have been provided by the SEC or by the staff of the SEC, or as may be provided by the SEC or its staff from time to time, in each case, effective as of the compliance dates specified therein.

“REMIC” means a “real estate mortgage investment conduit” as defined in Code Section 860D.

“REMIC Provisions” means the provisions of the federal income tax law relating to real estate mortgage investment conduits, which appear at Sections 860A through 860G of subchapter M of chapter 1 of subtitle A of the Code, and related provisions, and temporary and final regulations and, to the extent not inconsistent with such temporary and final regulations, proposed regulations, and published rulings, notices and announcements promulgated thereunder, as may be in effect from time to time.

“Remittance Date” means, with respect to each distribution date, the Business Day prior to such distribution date.

“REO Loan” means an underlying mortgage loan deemed to be outstanding with respect to an REO Property.

“REO Property” means any mortgaged real property acquired on behalf of and in the name of the trustee for the benefit of the certificateholders through foreclosure, acceptance of a deed-in-lieu of foreclosure or otherwise in accordance with applicable law in connection with the default or imminent default of the related underlying mortgage loan.

“Requested Transfer” means, with respect to any underlying mortgage loan, a request for the transfer of an interest in the related mortgaged real property, the related borrower or any designated entity for transfers, as permitted under the loan documents under certain conditions, but not including the creation of any additional lien or other encumbrance on the mortgaged real property or interests in the borrower or any designated entity for transfers.

“Restricted Mezzanine Holder” means, with respect to an underlying mortgage loan, a holder of a related mezzanine loan that has accelerated, or otherwise begun to exercise its remedies with respect to, such mezzanine loan (unless such mezzanine holder is stayed pursuant to a written agreement or court order or as a matter of law from exercising any remedies associated with foreclosure of the related equity collateral under such mezzanine loan).

“Rule” has the meaning assigned to such term under “Description of the Mortgage Loan Seller and Guarantor—Credit Risk Retention” in this information circular.

“Rule 17g-5” means Rule 17g-5 under the Exchange Act.

“S&P” means S&P Global Ratings, and its successors-in-interest.

“Sales Comparison Approach” means a determination of the value of a mortgaged real property based on a comparison of that property to similar properties that have been sold recently or for which listing prices or offering figures are known. In connection with that determination, data for generally comparable properties are used and comparisons are made to demonstrate a probable price at which the subject mortgaged real property would sell if offered on the market.

“SEC” means the U.S. Securities and Exchange Commission.

“Section 8” means the Section 8 Tenant-Based Assistance Rental Certificate Program of the United States Department of Housing and Urban Development.

“Securitization Compensation” means, with respect to each underlying mortgage loan (and successor REO Loan) in the Floating Loan Group, a portion of the sub-servicing fee that accrues at a *per annum* rate equal to the Securitization Compensation Rate.

“Securitization Compensation Rate” with respect to each underlying mortgage loan (and successor REO Loan) in the Floating Loan Group, has the meaning assigned to such term in the related Sub-Servicing Agreement or other securitization compensation agreement as provided for in the Pooling and Servicing Agreement.

“Securitization Compensation Right” means, with respect to each underlying mortgage loan (and successor REO Loan) in the Floating Loan Group, the right to receive Securitization Compensation.

“Senior Loan” means, with respect to any underlying mortgage loan, any loan secured by the related mortgaged real property that is senior in right of payment to such underlying mortgage loan pursuant to the terms of any related intercreditor agreement.

“Senior Loan Documents” means, with respect to each Senior Loan, to the extent applicable, the loan agreement, the mortgage, the note, the assignment of leases (if separate from the mortgage), the security agreement, any cash management agreement, any letters of credit, escrow or reserve account agreement, any UCC Financing Statements, the title insurance policy, all surveys, all insurance policies, any environmental indemnity agreements, any escrow agreements for improvements or lease-up, any guaranties related to such Senior Loan, any prior assignments of mortgage, any collateral assignments of property management agreements and other services agreements required by the applicable commitment and other loan documents and all modification, consolidation and extension agreements, if any.

“Senior Loan Holder” has the meaning assigned to such term under “Summary of Information Circular—Relevant Parties/Entities—Senior Loan Holder” in this information circular.

“Senior Loan Master Servicer” means, with respect to any underlying mortgage loan, the master servicer of any related Senior Loan under the related Senior Loan Pooling and Servicing Agreement.

“Senior Loan Option Holder” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular.

“Senior Loan Option Holder Fair Value Purchase Price” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular.

“Senior Loan Option Holder Increased Offer Notice” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular.

“Senior Loan Option Holder Increased Offer Notice Period” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Senior Loan Purchase Option” in this information circular.

“Senior Loan Pooling and Servicing Agreement” means, with respect to any Senior Loan that has been included in a securitization, the related pooling and servicing agreement or similar agreement, as may be modified, supplemented, and/or amended from time to time.

“Senior Loan Special Servicer” means, with respect to any underlying mortgage loan, the special servicer of any related Senior Loan under the related Senior Loan Pooling and Servicing Agreement.

“Servicing Advance” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Servicing and Other Compensation and Payment of Expenses—Servicing Advances” in this information circular.

“Servicing Standard” means:

- (i) with respect to the underlying mortgage loans other than REO Loans, REO Properties and Specially Serviced Mortgage Loans, to the extent not inconsistent with applicable law, the terms of the Pooling and Servicing Agreement or the terms of the respective underlying mortgage loans or all applicable intercreditor or co-lender and/or similar agreement(s), servicing and administering such underlying mortgage loans in accordance with (a) Freddie Mac Servicing Practices or (b) to the extent Freddie Mac Servicing Practices do not provide sufficient guidance or Freddie Mac Servicing Practices have not been made available in writing or communicated in writing by Freddie Mac to the master servicer, the special servicer or the related sub-servicer, as applicable, Accepted Servicing Practices; and
- (ii) with respect to REO Loans, REO Properties and Specially Serviced Mortgage Loans, to the extent not inconsistent with applicable law, the terms of the Pooling and Servicing Agreement or the terms of the respective underlying mortgage loans or all applicable intercreditor or co-lender and/or similar agreement(s), servicing and administering such underlying mortgage loans in accordance with Accepted Servicing Practices; *provided, however*, that for Specially Serviced Mortgage Loans, to the extent consistent with applicable law, the terms of the Pooling and Servicing Agreement and the terms of the respective underlying mortgage loans and all applicable intercreditor or co-lender and/or similar agreement(s), the special servicer or the master servicer may, in its sole discretion, require the applicable borrower to maintain insurance consistent with either (a) Accepted Servicing Practices or (b) Freddie Mac Servicing Practices.

To the extent of any conflict under clause (i) of this definition (a) between Freddie Mac Servicing Practices and Accepted Servicing Practices, the terms of Freddie Mac Servicing Practices will govern and be applicable and (b) between Freddie Mac Servicing Practices or Accepted Servicing Practices and the express written terms of the Pooling and Servicing Agreement, the terms of the Pooling and Servicing Agreement will govern and be applicable.

“Servicing Transfer Event” means, with respect to any underlying mortgage loan, any of the following events, among others:

- (i) a payment default occurs at its scheduled maturity date and the related borrower has not delivered to the master servicer, at least 10 Business Days prior to such scheduled maturity date, documentation reasonably satisfactory in form and substance to the master servicer which demonstrates to the master servicer’s satisfaction (determined in accordance with the Servicing Standard) that a refinancing of such underlying mortgage loan or sale of the related mortgaged real property to a party that is not an affiliate of the related borrower will occur within 60 days after the scheduled maturity date (which 60 day period may be extended to 120 days at the discretion of the special servicer and with the consent of the applicable Approved Directing Certificateholder (if any), subject to the last two paragraphs of “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this information circular with respect to any Affiliated Borrower Loan); provided that if either (a) such refinancing or sale does not occur before the expiration date of the refinancing commitment or purchase agreement approved by the master servicer or (b) such borrower does not make any normal monthly payment in respect of such underlying mortgage loan at any time prior to such a refinancing or sale, a Servicing Transfer Event will occur immediately;
- (ii) any monthly principal and/or interest payment (other than a balloon payment) is 60 days or more delinquent;
- (iii) the related borrower has—
 - (a) filed for, or consented to, bankruptcy, appointment of a receiver or conservator or a similar insolvency proceeding;
 - (b) become the subject of a decree or order for such a proceeding which is not stayed or discharged within 60 days; or
 - (c) has admitted in writing its inability to pay its debts generally as they become due;
- (iv) the master servicer or the special servicer has received notice of the foreclosure or proposed foreclosure of any lien on the mortgaged real property;

- (v) in the judgment of (a) the master servicer (with the approval of Freddie Mac in the case of a Third Party Master Servicer) or (b) the special servicer (with the approval of Freddie Mac and the applicable Approved Directing Certificateholder (if any), subject to the last two paragraphs of “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this information circular with respect to any Affiliated Borrower Loan), (1) a default under any underlying mortgage loan is reasonably foreseeable, (2) such default will materially impair the value of the related mortgaged real property as security for such underlying mortgage loan or otherwise materially adversely affect the interests of certificateholders, and (3) the default either would give rise to the immediate right to accelerate the underlying mortgage loan or such default is likely to continue unremedied for the applicable cure period under the terms of such underlying mortgage loan or, if no cure period is specified and the default is capable of being cured, for 30 days, *provided* that if Freddie Mac’s approval is sought by any Third Party Master Servicer and not provided (and/or during the period that any Third Party Master Servicer is waiting for Freddie Mac’s approval), such Third Party Master Servicer’s servicing obligations with respect to such underlying mortgage loan will be to service such underlying mortgage loan as a non-Specially Serviced Mortgage Loan; or
- (vi) any other default has occurred under the loan documents that, in the reasonable judgment of (a) the master servicer, or (b) with the approval of the applicable Approved Directing Certificateholder (if any) (subject to the last two paragraphs of “The Pooling and Servicing Agreement—Realization Upon Mortgage Loans—Asset Status Report” in this information circular with respect to any Affiliated Borrower Loan), the special servicer, has materially and adversely affected the value of the related underlying mortgage loan or otherwise materially and adversely affected the interests of the certificateholders of any Certificate Group and has continued unremedied for 30 days (irrespective of any grace period specified in the related mortgage note) and, *provided* that failure of the related borrower to obtain all-risk casualty insurance which does not contain any carveout for terrorist or similar act (other than such amounts as are specifically required under the related underlying mortgage loan) will not apply with respect to this clause if the special servicer has determined in accordance with the Servicing Standard that either (1) such insurance is not available at commercially reasonable rates and that such hazards are not commonly insured against for properties similar to the mortgaged real property and located in or around the region in which such mortgaged real property is located, or (2) such insurance is not available at any rate.

A Servicing Transfer Event will cease to exist, if and when a Specially Serviced Mortgage Loan becomes a Corrected Mortgage Loan.

“Sole Certificateholder” means (i) with respect to the Floating Loan Group Certificates, the holder (or holders provided they act in unanimity) of, collectively, 100% of the class XI, XP and B-FL certificates having an outstanding principal balance or notional amount, as applicable, greater than zero or an assignment of the voting rights in respect of such classes of certificates, *provided* that at the time of determination the outstanding principal balance of the class A-FL certificates have been reduced to zero and (ii) with respect to the Fixed Loan Group Certificates, the holder (or holders provided they act in unanimity) of, collectively, 100% of the class B-FX certificates having an outstanding principal balance greater than zero or an assignment of the voting rights in respect of such class of certificates, *provided* that at the time of determination the outstanding principal balances of the class A-1 and A-2 certificates and the class notional amount of the class X certificates have been reduced to zero.

“SPCs” means Freddie Mac’s series K-J22 structured pass-through certificates.

“Special Servicer Aggregate Annual Cap” means with respect to each Loan Group \$150,000 per calendar year in the aggregate for the Primary Special Servicer and the Backup Special Servicer collectively.

“Specially Serviced Loan Principal Distribution Amount” means, with respect to any distribution date, any portion of the Principal Distribution Amount for the related Loan Group Certificates that was collected or advanced with respect to any Specially Serviced Mortgage Loan in the such Loan Group other than an Excluded Specially Serviced Mortgage Loan in such Loan Group. For the avoidance of doubt, the Specially Serviced Loan Principal Distribution Amount for each Loan Group will be reduced by the Principal Distribution Adjustment Amount for such Loan Group Certificates applicable to such Specially Serviced Mortgage Loan in the related Loan Group.

“Specially Serviced Mortgage Loan” means any underlying mortgage loan as to which a Servicing Transfer Event has occurred and is continuing, including any REO Loan or Defaulted Loan.

“Stated Principal Balance” means, with respect to any underlying mortgage loan (except with respect to any REO Loan), as of any date of determination, an amount equal to (i) the Cut-off Date Principal Balance of such underlying mortgage loan or with respect to a Qualified Substitute Mortgage Loan, the outstanding principal balance of such Qualified Substitute Mortgage Loan after application of all scheduled payments of principal and interest due during or prior to the month of substitution, whether or not received, minus (ii) the sum of:

- (a) the principal portion of each monthly payment due on such underlying mortgage loan after the Cut-off Date (or, with respect to a Qualified Substitute Mortgage Loan, the applicable due date during the month of substitution), to the extent received from the related borrower, advanced by the master servicer or the trustee, as applicable, or advanced on behalf of the Senior Loan Holder or Junior Loan Holder and distributed to the certificateholders, on or before such date of determination;
- (b) all principal prepayments received with respect to such underlying mortgage loan after the Cut-off Date (or, with respect to a Qualified Substitute Mortgage Loan, the applicable due date during the month of substitution), to the extent distributed to the certificateholders, on or before such date of determination;
- (c) the principal portion of all insurance and condemnation proceeds and Liquidation Proceeds received with respect to such underlying mortgage loan after the Cut-off Date (or, with respect to a Qualified Substitute Mortgage Loan, the applicable due date during the month of substitution), to the extent distributed to the certificateholders, on or before such date of determination;
- (d) any reduction in the outstanding principal balance of such underlying mortgage loan resulting from a valuation of the related mortgaged real property in an amount less than the then outstanding principal balance of such underlying mortgage loan by a court of competent jurisdiction, initiated by a bankruptcy proceeding and that occurred prior to the determination date for the most recent distribution date; and
- (e) any reduction in the outstanding principal balance of such underlying mortgage loan due to a modification by the special servicer pursuant to the Pooling and Servicing Agreement, which reduction occurred prior to the determination date for the most recent distribution date.

However, the “Stated Principal Balance” of any underlying mortgage loan will, in all cases, be zero as of the distribution date following the Collection Period in which it is determined that all amounts ultimately collectible with respect to that underlying mortgage loan or any related REO Property have been received.

With respect to any REO Loan, as of any date of determination, “Stated Principal Balance” means an amount equal to (i) the Stated Principal Balance of the predecessor underlying mortgage loan (determined as set forth above), as of the date the related REO Property is acquired by the issuing entity, minus (ii) the sum of:

- (a) the principal portion of any P&I Advance made with respect to such REO Loan on or after the date the related REO Property is acquired by the issuing entity, to the extent distributed to certificateholders on or before such date of determination; and
- (b) the principal portion of all insurance and condemnation proceeds, Liquidation Proceeds and all income, rents and profits derived from the ownership, operation or leasing of the related REO Property received with respect to such REO Loan, exclusive of any portion thereof required to be released to any holder of the related Senior Loan in accordance with the terms of all applicable intercreditor agreements and the Senior Loan Documents, to the extent distributed to certificateholders, on or before such date of determination.

Any payment or other collection of principal on or with respect to any underlying mortgage loan (or any related successor REO Loan) that constitutes part of the Principal Distribution Amount for any distribution date, without regard to the last sentence of the definition of Principal Distribution Amount, and further without regard to any Principal Distribution Adjustment Amount for such distribution date, will be deemed to be distributed to certificateholders on such distribution date for purposes of this definition.

“Static Prepayment Premium” means a form of prepayment consideration payable in connection with any voluntary or involuntary principal prepayment that is calculated solely as a specified percentage of the amount prepaid, which percentage may change over time.

“Static Prepayment Premium Guarantor Payment” means any payment made by the Guarantor in respect of clause (i)(e) of the definition of Deficiency Amount relating to the Floating Loan Group.

“Static Prepayment Premium Period” means, with respect to any underlying mortgage loan that at any time permits voluntary prepayments of principal, if accompanied by a Static Prepayment Premium, the period during the loan term when such voluntary principal prepayments may be made if accompanied by such Static Prepayment Premium.

“Subordinate Lien Senior Loan” means, with respect to any underlying mortgage loan, a Senior Loan that is in default and that is not a Defaulted First Lien Loan.

“Sub-Servicer/Third Party Master Servicer Aggregate Annual Cap” means with respect to each Loan Group \$150,000 per calendar year with respect to the Third Party Master Servicer and certain indemnified sub-servicers under the Pooling and Servicing Agreement, collectively.

“Sub-Servicing Agreement” means each sub-servicing agreement between the master servicer and the related sub-servicer relating to servicing and administration of underlying mortgage loans by such sub-servicer as provided in the Pooling and Servicing Agreement.

“Successor Servicer Requirements” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Resignation, Removal and Replacement of Servicers; Transfer of Servicing Duties—Resignation of the Master Servicer, the Primary Special Servicer or the Backup Special Servicer” in this information circular.

“Surveillance Fee Mortgage Loan” means any underlying mortgage loan other than a Specially Serviced Mortgage Loan or an REO Loan.

“Third Party Master Servicer” means any entity other than Freddie Mac appointed as a successor master servicer under the Pooling and Servicing Agreement or any successor to such successor entity.

“Timing Guarantor Interest” means, with respect to any distribution date and any class of Offered Principal Balance Certificates, the sum of (i)(a) with respect to Balloon Guarantor Payments made as a result of a forbearance of a payment default on an underlying mortgage loan permitted under clause (i) of the definition of Servicing Transfer Event during the time of such forbearance, an amount equal to interest at the lesser of the (1) Weighted Average Net Mortgage Pass-Through Rate for the related Loan Group for the related Interest Accrual Period or (2) Net Mortgage Pass-Through Rate for the underlying mortgage loan requiring the Balloon Guarantor Payment for the related Interest Accrual Period, or (b) otherwise an amount equal to interest at the Weighted Average Net Mortgage Pass-Through Rate for the related Loan Group for the related Interest Accrual Period (with respect to the Floating Loan Group, calculated on an Actual/360 Basis and with respect to the Fixed Loan Group, calculated on a 30/360 Basis) on any unreimbursed Timing Guarantor Payment for such class and (ii) any such amount set forth in clause (i) for prior distribution dates that remains unreimbursed.

“Timing Guarantor Payment” means, with respect to any distribution date and any class of Offered Principal Balance Certificates, any Balloon Guarantor Payment or Class Final Guarantor Payment.

“Total Units” means, except as described in the next sentence, the estimated number of units at the particular mortgaged real property, regardless of the number or size of rooms in the units as reflected in information provided by the borrower or in the appraisal on which the most recent Appraised Value is based. In the case of the mortgaged real properties identified on Exhibit A-1 as “Eagles South Apartments,” “Arden Villas,” “The Thompson,” “Grandmarc At Austin (Third Lien),” “Broadview And Woodcliffe Manor Apartment” and “Rock Springs Apartments,” Total Units refers to the number of beds at the particular mortgaged real property instead of the number of units.

“Transfer” generally means, with respect to any underlying mortgage loan, the sale, assignment, transfer or other disposition or divestment of any interest in, change of ownership of, or encumbrance of, the related borrower or the related mortgaged real property, as set forth in the related loan documents.

“Transfer Fee” means, with respect to any underlying mortgage loan, a fee payable under the related loan documents when a Transfer is completed.

“Transfer Processing Fee” means, with respect to any underlying mortgage loan and any Transfer Processing Fee Transaction, a fee equal to the lesser of (i) the fee required to be paid by the related borrower under the terms of the related loan documents for the review or processing of the Transfer Processing Fee Transaction (which may also be referred to in the loan documents as a “Transfer Review Fee”) and (ii) \$15,000.

“Transfer Processing Fee Transaction” means, with respect to any underlying mortgage loan, any transaction or matter involving (i) the transfer of an interest in the related mortgaged real property, the related borrower, any person that controls the borrower or any person that executes a guaranty pursuant to the terms of the related loan documents, which transfer requires the master servicer’s review, consent and/or approval, including, without limitation, a borrower’s request for an assumption or waiver of a “due-on-sale” clause with respect to any loan pursuant to the Pooling and Servicing Agreement and/or (ii) a borrower’s request for a waiver of a “due-on-encumbrance” clause with respect to any underlying mortgage loan pursuant to the Pooling and Servicing Agreement, *provided, however*, that any transaction or matter involving (a) the full or partial condemnation of the mortgaged real property or any borrower request for consent to subject the related mortgaged real property to an easement, right of way or similar agreement for utilities, access, parking, public improvements or another purpose, (b) Permitted Transfers, unless the related loan documents specifically provide for payment of a Transfer Processing Fee, and/or (c) permitted subordinate mortgage debt, will not be a Transfer Processing Fee Transaction.

“Treasury” means the U.S. Department of the Treasury.

“Treasury Regulations” has the meaning assigned to such term under “The Pooling and Servicing Agreement—Modifications, Waivers, Amendments and Consents” in this information circular.

“Trust REMIC” means any of three separate REMICs referred to in this information circular as the “Floating Loan Group Lower-Tier REMIC,” the “Fixed Loan Group Lower-Tier REMIC” and the “Upper-Tier REMIC.”

“Trustee Aggregate Annual Cap” means with respect to each Loan Group \$75,000 per calendar year.

“Trustee/Certificate Administrator/Custodian Aggregate Annual Cap” means if the same person or entity is acting as the trustee, the certificate administrator and the custodian, with respect to each Loan Group \$150,000 per calendar year with respect to such person or entity.

“U.S. Bank” means U.S. Bank National Association, a national banking association, and its successors-in-interest.

“U.S. Person” means a citizen or resident of the United States, a corporation or partnership created or organized in or under the laws of the United States, any State in the United States or the District of Columbia, including an entity treated as a corporation or partnership for federal income tax purposes, an estate whose income is subject to U.S. federal income tax regardless of its source, or a trust if a court within the United States is able to exercise primary supervision over the administration of such trust, and one more such U.S. Persons have the authority to control all substantial decisions of such trust (or, to the extent provided in applicable Treasury Regulations, certain trusts in existence on August 20, 1996 that have elected to be treated as U.S. Persons).

“Underwritten Debt Service Coverage Ratio” means with respect to any underlying mortgage loan, the ratio of (i) the Underwritten Net Cash Flow for the related mortgaged real property, to (ii) 12 times the monthly debt service payment for that underlying mortgage loan, the related Senior Loan(s) and any related Junior Loans, on the related due date in October 2018 (in the case of any underlying mortgage loan in the Floating Loan Group, at an assumed LIBOR of 2.25000% *per annum*); *provided* that, if the underlying mortgage loan and/or any related Senior Loans or Junior Loans are currently in an interest-only period, then the amount in clause (ii) of this definition with respect to such underlying mortgage loan will be either (a) if that interest-only period extends to maturity, the aggregate of the

first 12 monthly debt service payments to be due on such underlying mortgage loan or (b) if that interest-only period ends prior to maturity, 12 times the monthly debt service payment to be due on such underlying mortgage loan on the first due date after amortization begins.

“Underwritten Debt Service Coverage Ratio (IO)” means with respect to any underlying mortgage loan that has an interest-only period, the ratio of (i) the Underwritten Net Cash Flow for the related mortgaged real property, to (ii) an amount equal to the aggregate of the first 12 monthly debt service payments due on such underlying mortgage loan, the related Senior Loans(s) and any related Junior Loans, (in the case of any underlying mortgage loan in the Floating Loan Group, at an assumed LIBOR of 2.25000% *per annum*), *provided however*, when any underlying mortgage loan and related Senior Loan have interest-only periods and any related Junior Loan is amortizing, such calculation will be based on the interest-only debt service payments for the Senior Loan and underlying mortgage loan, and the amortizing debt service payments for the Junior Loan.

“Underwritten Net Cash Flow” means, with respect to each of the mortgaged real properties securing an underlying mortgage loan, the estimated total cash flow from that property expected to be available for annual debt service on the related underlying mortgage loan. In general, that estimate (i) was made at the later of the time of origination of the related underlying mortgage loan or the origination of the most subordinate Junior Loan (if any) in connection with the transactions described in this information circular; and (ii) is equal to the excess of (a) the Estimated Annual Revenues for the mortgaged real property, over (b) the Estimated Annual Operating Expenses for the mortgaged real property.

The management fees and reserves assumed in calculating Underwritten Net Cash Flow differ in many cases from actual management fees and reserves actually required under the loan documents for the related underlying mortgage loans. In addition, actual conditions at the mortgaged real properties will differ, and may differ substantially, from the conditions assumed in calculating Underwritten Net Cash Flow. Furthermore, the Underwritten Net Cash Flow for each of the mortgaged real properties does not reflect the effects of future competition or economic cycles. Accordingly, we cannot assure you that the Underwritten Net Cash Flow for any of the mortgaged real properties shown on Exhibit A-1 will be representative of the actual future net cash flow for the particular mortgaged real property.

Underwritten Net Cash Flow and the revenues and expenditures used to determine Underwritten Net Cash Flow for each of the mortgaged real properties are derived from generally unaudited information furnished by the related borrower. However, in some cases, an accounting firm performed agreed upon procedures, or employees of the applicable Originator performed cash flow verification procedures, that were intended to identify any errors in the information provided by the related borrower. Audits of information furnished by borrowers could result in changes to the information. These changes could, in turn, result in the Underwritten Net Cash Flow shown on Exhibit A-1 being overstated. Net income for any of the mortgaged real properties as determined under GAAP would not be the same as the Underwritten Net Cash Flow for the mortgaged real property shown on Exhibit A-1. In addition, Underwritten Net Cash Flow is not a substitute for or comparable to operating income as determined in accordance with GAAP as a measure of the results of the mortgaged real property’s operations nor a substitute for cash flows from operating activities determined in accordance with GAAP as a measure of liquidity.

“Underwritten Net Operating Income” means, with respect to each of the mortgaged real properties securing an underlying mortgage loan, the Underwritten Net Cash Flow for the mortgaged real property, increased by any and all of the following items that were included in the Estimated Annual Operating Expenses for the mortgaged real property for purposes of calculating that Underwritten Net Cash Flow (i) underwritten recurring replacement reserve amounts and (ii) capital improvements, including recurring capital improvements.

“United States” or “U.S.” means the United States of America.

“Unreimbursed Indemnification Expenses” means indemnification amounts payable by the issuing entity to the depositor, the Third Party Master Servicer, the Primary Special Servicer, the Backup Special Servicer, the custodian, the certificate administrator or the trustee in excess of the Depositor Aggregate Annual Cap, the Trustee Aggregate Annual Cap or the Certificate Administrator/Custodian Aggregate Annual Cap (if different persons or entities are the trustee and certificate administrator/custodian), the Trustee/Certificate Administrator/Custodian Aggregate Annual Cap (if the same person or entity is the trustee and certificate administrator/custodian), the Sub-Servicer/Third Party Master Servicer Aggregate Annual Cap and the Special Servicer Aggregate Annual Cap for

such Loan Group, together with any accrued and unpaid interest on such amounts, which have not been previously reimbursed.

“Upper-Tier REMIC” means the REMIC identified as such and described under “Certain Federal Income Tax Consequences—General” in this information circular.

“Upper-Tier REMIC Regular Interests” has the meaning assigned to such term under “Certain Federal Income Tax Consequences—General” in this information circular.

“Volcker Rule” has the meaning assigned to such term under “Description of the Issuing Entity” in this information circular.

“W&D” means Walker & Dunlop, LLC, a Delaware limited liability company, and its successors-in-interest.

“Weighted Average Net Mortgage Pass-Through Rate” has the meaning assigned to such term under “Summary of Information Circular—Transaction Overview” in this information circular.

“Workout-Delayed Reimbursement Amount” has the meaning assigned to such term under “Description of the Certificates—Advances of Delinquent Monthly Debt Service Payments” in this information circular.

“Yield Maintenance Charge” means a form of prepayment consideration payable in connection with any voluntary or involuntary principal prepayment that is calculated pursuant to a yield maintenance formula, including any minimum amount equal to a specified percentage of the amount prepaid.

“Yield Maintenance Period” means, with respect to any applicable underlying mortgage loan that at any time permits voluntary prepayments of principal, if accompanied by a Yield Maintenance Charge, the period during the loan term when such voluntary principal prepayments may be made if accompanied by such Yield Maintenance Charge.

EXHIBIT A-1

**CERTAIN CHARACTERISTICS OF THE UNDERLYING
MORTGAGE LOANS AND THE RELATED MORTGAGED REAL PROPERTIES**

[THIS PAGE INTENTIONALLY LEFT BLANK]

FREMF 2018-KJ22
Exhibit A-1

Loan No. / Property No.	Loan Group	Footnotes	Number of Properties	Property Name	Originator	Street Address	Property City	Property State	Zip Code	County	Property Type	Property Subtype	Year Built	Year Renovated	Total Units	Low Income Units ⁽¹⁾	Very Low Income Units ⁽¹⁾	Cut-off Date Balance/Unit ⁽²⁾	Unit of Measure
1	Fixed		1	Boulders At Pugal Sound (Fourth Lien)	Berkadia Commercial Mortgage LLC	2602 Westridge Avenue West	Tacoma	WA	98466	Pierce	Multifamily	Garden	1967	N/A	714	713		131,173	Units
2	Fixed		1	Halstead Danvers	Walker & Dunlop, LLC	1101 Kirkbride Drive	Danvers	MA	01923	Essex	Multifamily	Garden	2006	N/A	433	12	5	195,150	Units
3	Fixed		1	Residences At Arlington Heights (Third Lien)	Walker & Dunlop, LLC	2134 South Goebbert Road	Arlington Heights	IL	60005	Cook	Multifamily	Garden	1972	2014	838	709	1	120,776	Units
4	Fixed		1	Boulder Crossroads Apartments	Berkadia Commercial Mortgage LLC	7340-7500 Dakin Street	Denver	CO	80221	Adams	Multifamily	Garden	2010	2015	322	310	N/A	102,948	Units
5	Fixed		1	Columbia Trails Apartments	NorthMarq Capital, LLC	1112 Northwest 15th Street	Gresham	OR	97030	Multnomah	Multifamily	Garden	2003	2018	264	41	N/A	127,485	Units
6	Fixed	(14)	1	Skyview On The Hudson (Third Lien)	Capital One Multifamily Finance, LLC	5700, 5800, 5900 Arlington Avenue	Riverdale	NY	10471	Bronx	Multifamily	Co-Op	1961	N/A	1,306	N/A	N/A	46,890	Units
7	Fixed	(14)	1	Skyview On The Hudson (Third Lien)	Capital One Multifamily Finance, LLC	5700, 5800, 5900 Arlington Avenue	Riverdale	NY	10471	Bronx	Multifamily	Co-Op	1961	N/A	1,306	N/A	N/A	46,890	Units
8	Fixed		1	Westbury Apartments	CBRE Capital Markets, Inc.	4900 Southwest Greensboro Way	Beaverton	OR	97007	Washington	Multifamily	Garden	1991	N/A	206	108	1	123,983	Units
9	Fixed		1	The Oaks Of Woodland Park	Berkadia Commercial Mortgage LLC	4747 West Waters Avenue	Tampa	FL	33614	Hillsborough	Multifamily	Garden	1985	2016	404	64	N/A	86,205	Units
10	Fixed		1	Spring Lake Apartment Homes (Third Lien)	CBRE Capital Markets, Inc.	100 Chase Common Drive	Norcross	GA	30071	Gwinnett	Multifamily	Garden	1987	2015	380	377	N/A	69,612	Units
11	Fixed		1	Northampton Apartments	Prudential Affordable Mortgage Company, LLC	67 Harry South Truman Drive	Largo	MD	20774	Prince George's	Multifamily	Garden	1977	2016	620	614	2	124,020	Units
12	Fixed		1	The Residences At Stevens Pond	Berkadia Commercial Mortgage LLC	1 Founders Way	Saugus	MA	01906	Essex	Multifamily	Garden	2004	2018	326	1	N/A	263,678	Units
13	Fixed		1	Waterfield Court	NorthMarq Capital, LLC	3499 South Urvan Way	Aurora	CO	80013	Arapahoe	Multifamily	Garden	1988	N/A	482	472	N/A	116,407	Units
14	Fixed		1	Village Club Of Southgate	Berkadia Commercial Mortgage LLC	13750 Village Green Boulevard	Southgate	MI	48195	Wayne	Multifamily	Garden	1987	2015	396	353	N/A	65,384	Units
15	Fixed		1	Signal Point Apartments	NorthMarq Capital, LLC	2500 Howell Branch Road	Winter Park	FL	32792	Seminole	Multifamily	Garden	1970	1990	368	35	N/A	109,114	Units
16	Fixed		1	Aravada Village	NorthMarq Capital, LLC	5839 Pierce Street	Arvada	CO	80003	Jefferson	Multifamily	Garden	1974	N/A	264	264	1	105,125	Units
17	Fixed		1	Columns At Peachtree Corners	Walker & Dunlop, LLC	3400 Peachtree Corners Circle	Norcross	GA	30092	Gwinnett	Multifamily	Garden	1980	2017	304	304	3	97,237	Units
18	Fixed		1	Lakeview Towers (Third Lien)	Walker & Dunlop, LLC	679 South Reed Court	Lakewood	CO	80226	Jefferson	Multifamily	Mid Rise	1975	2010	290	171	N/A	127,220	Units
19	Fixed		1	Landmark At Banyan Bay	Berkadia Commercial Mortgage LLC	3497 Meadowglen Village Lane	Doraville	GA	30340	DeKalb	Multifamily	Garden	1985	N/A	646	644	1	42,048	Units
20	Floating		1	Jasmine Woodlands (Third Lien)	Walker & Dunlop, LLC	2200 Woodlands Drive Southeast	Smyrna	GA	30080	Cobb	Multifamily	Garden	1984	2016	644	632	N/A	65,324	Units
21	Fixed		1	Fountainhead	Walker & Dunlop, LLC	293 Turpinke Road	Westborough	MA	01581	Worcester	Multifamily	Garden	1971	2013	562	10	N/A	126,942	Units
22	Fixed		1	Villas At Mountain Vista Ranch	Walker & Dunlop, LLC	16630 North Reems Road	Surprise	AZ	85374	Maricopa	Multifamily	Garden	2003	N/A	256	193	N/A	95,337	Units
23	Fixed		1	Briar Cove Apartments	Berkadia Commercial Mortgage LLC	506 Waymark Drive	Ann Arbor	MI	48103	Washtenaw	Multifamily	Garden	1989	2013	272	222	N/A	103,129	Units
24	Fixed		1	The Wyatt At Presidio Junction	Prudential Affordable Mortgage Company, LLC	2301 Presidio Vista Drive	Fort Worth	TX	76177	Tarrant	Multifamily	Garden	2009	N/A	348	298	N/A	76,812	Units
25	Fixed		1	Village Club On Franklin	Berkadia Commercial Mortgage LLC	27525 Franklin Road	Southfield	MI	48034	Oakland	Multifamily	Garden	1988	N/A	216	104	N/A	81,455	Units
26	Fixed		1	Woodlands Of Arlington	CBRE Capital Markets, Inc.	2800 Lynnwood Drive	Arlington	TX	76013	Tarrant	Multifamily	Garden	1978	2017	264	263	2	50,486	Units
27	Fixed		1	Fountain Park Apartments	Berkley Point Capital LLC	4550 Southwest Murray Boulevard	Beaverton	OR	97005	Washington	Multifamily	Garden	1965	N/A	216	213	24	76,456	Units
28	Fixed		1	City Gate Apartment Homes	Walker & Dunlop, LLC	2890 Brighton Boulevard	Denver	CO	80216	Denver	Multifamily	Mid Rise	2002	2017	241	24	N/A	161,302	Units
29	Fixed		1	8500 Harwood	NorthMarq Capital, LLC	8500 Harwood Road	North Richland Hills	TX	76180	Tarrant	Multifamily	Garden	1974	N/A	835	835	43	51,369	Units
30	Fixed		1	Metro Park Apartment Homes	Holiday Fenoglio Fowler, L.P.	13730 East 14th Street	San Leandro	CA	94578	Alameda	Multifamily	Garden	1965	2017	93	N/A	N/A	183,466	Units
31	Floating		1	River Oaks (Third Lien)	CBRE Capital Markets, Inc.	2299 River Oaks Drive	Columbus	OH	43228	Franklin	Multifamily	Garden	1998	N/A	288	164	N/A	95,488	Units
32	Fixed		1	New Brookside Apartments	Berkadia Commercial Mortgage LLC	601 Four Mile Road	Alexandria	VA	22305	Alexandria	Multifamily	Mid Rise	1963	2014	165	147	47	103,030	Units
33	Fixed		1	Brookstone At Edgewater	Prudential Affordable Mortgage Company, LLC	17513 177th Street Court East	Phillyullup	WA	98375	Pierce	Multifamily	Garden	2012	N/A	147	110	N/A	162,766	Units
34	Fixed		1	Autumn Ranch On Swenson Farms	CBRE Capital Markets, Inc.	415 Swenson Farms Boulevard	Phillyullup	WA	98360	Pierce	Multifamily	Garden	2007	2014	336	285	N/A	80,019	Units
35	Floating		1	Lennox Flats Supplemental (Fourth Lien)	CBRE Capital Markets, Inc.	815 Kinneer Road	Columbus	OH	43212	Franklin	Multifamily	Garden	2013	N/A	194	53	N/A	98,441	Units
36	Floating		1	Lennox Flats (Third Lien)	CBRE Capital Markets, Inc.	815 Kinneer Road	Columbus	OH	43212	Franklin	Multifamily	Garden	2013	N/A	194	45	N/A	98,441	Units
37	Fixed		1	Twin Creeks Apartments	Hunt Mortgage Partners, LLC	11480 Southeast Sunnyside Road	Clackamas	OR	97015	Clackamas	Multifamily	Garden	1996	N/A	220	45	11	70,907	Units
38	Fixed		1	Pier Village Phase II	PNC Bank, National Association	50 Chelsea Avenue	Long Branch	NJ	07740	Monmouth	Multifamily	Garden	2007	N/A	172	N/A	N/A	196,323	Units
39	Fixed		1	Parc Station (Third Lien)	PGIM Real Estate Finance, LLC	2055 Range Avenue	Santa Rosa	CA	95401	Sonoma	Multifamily	Garden	1974	2016	150	30	16	129,403	Units
40	Fixed		1	Sync At Kingsland Ranch	NorthMarq Capital, LLC	21101 Kingsland Boulevard	Katy	TX	77450	Harris	Multifamily	Garden	2003	N/A	398	309	N/A	84,284	Units
41	Fixed		1	Palazzo	Berkadia Commercial Mortgage LLC	10111 Wonder World Drive	San Marcos	TX	78666	Hays	Multifamily	Garden	1997	N/A	300	276	N/A	82,981	Units
42	Fixed		1	Morning Run Apartment Homes (Third Lien)	Hunt Mortgage Partners, LLC	16463 Blueberry Lane	Monroeville	WA	98272	Snohomish	Multifamily	Garden	1991	N/A	222	222	5	121,029	Units
43	Fixed		1	Golf Villas At Oro Valley	Berkadia Commercial Mortgage LLC	10950 North La Canada Drive	Oro Valley	AZ	85737	Maricopa	Multifamily	Garden	1999	N/A	281	58	N/A	94,257	Units
44	Fixed		1	Village At Westmeadow	Walker & Dunlop, LLC	1285 Capistrano Point	Colorado Springs	CO	80906	El Paso	Multifamily	Military	2001	2014	208	129	N/A	110,878	Units
45	Fixed		1	Coventry At Cityview Supplemental	Walker & Dunlop, LLC	5200 Bryant Irvin Road	Fort Worth	TX	76132	Tarrant	Multifamily	Garden	1997	2014	360	187	N/A	73,612	Units
46	Fixed		1	Vista Grande Apartments	Berkadia Commercial Mortgage LLC	351 Crossing Boulevard	Orange Park	FL	32073	Clay	Multifamily	Garden	1989	N/A	272	221	N/A	76,989	Units
47	Fixed		1	160 West 71st Street Apartments	Wells Fargo Bank, National Association	160 West 71st Street	New York	NY	10023	New York	Multifamily	High Rise	1923	2017	302	65	1	39,735	Units
48	Fixed		1	Eagles South Apartments	Walker & Dunlop, LLC	1131 South College Street	Auburn	AL	36832	Lee	Multifamily	Student	1990	2013	486	28	N/A	39,437	Beds
49	Fixed		1	The Club At Oak Creek Apartments	Berkadia Commercial Mortgage LLC	2143 Bollmann Drive	Sheboygan	WI	53081	Sheboygan	Multifamily	Garden	1976	2014	287	287	77	47,958	Units
50	Fixed		1	Ironwood At Palmer Park	Walker & Dunlop, LLC	3504 Van Teylingen Drive	Colorado Springs	CO	80917	El Paso	Multifamily	Garden	1980	2014	192	190	N/A	112,599	Units
51	Fixed		1	Hawthorne Northside (Third Lien)	Walker & Dunlop, LLC	600 Meritton Avenue	Ashville	NC	28804	Buncombe	Multifamily	Garden	1949	N/A	168	38	N/A	100,024	Units
52	Fixed		1	Village Club Of Bloomington	KeyBank National Association	1930 East 86th Street	Bloomington	MN	55425	Hennepin	Multifamily	Garden	1969	2008	306	306	1	73,037	Units
53	Fixed		1	Arden Villas	Walker & Dunlop, LLC	3303 Arden Villas Boulevard	Orlando	FL	32817	Orange	Multifamily	Student	1999	2014	336	2	N/A	109,387	Beds
54	Fixed		1	Independence Plaza Apartments	NorthMarq Capital, LLC	8735 Independence Avenue	Los Angeles	CA	91304	Los Angeles	Multifamily	Garden	1986	2008	100	N/A	N/A	134,300	Units
55	Fixed		1	The Paramount (Third Lien)	CBRE Capital Markets, Inc.	4201 Pleasant Lake Village Lane	Duluth	GA	30096	Gwinnett	Multifamily	Garden	1985	2016	266	256	N/A	64,966	Units
56	Fixed		1	Autumn Cove Apartments (Fka Bridgewater)	Berkadia Commercial Mortgage LLC	350 Crossing Boulevard	Orange Park	FL	32073	Clay	Multifamily	Garden	1986	2016	288	264	N/A	67,867	Units
57	Fixed		1	Pavilions At Deer Chase	Berkadia Commercial Mortgage LLC	4400 Northwest 6th Street	Deerfield Beach	FL	33442	Broward	Multifamily	Garden	1986	2017	186	N/A	N/A	113,733	Units
58	Fixed		1	Sage Apartments	CBRE Capital Markets, Inc.	28425 North Black Canyon Highway	Phoenix	AZ	85085	Maricopa	Multifamily	Garden	2009	N/A	304	243	N/A	90,716	Units
59	Fixed		1	Rosewood Apartments (Third Lien)	Jones Lang LaSalle Multifamily, LLC	531 Grasslode Road	Cartersville	GA	30121	Bartow	Multifamily	Garden	1990	N/A	148	148	N/A	67,952	Units
60	Fixed		1	Aravada Green	NorthMarq Capital, LLC	7589 West 72nd Avenue	Aravada	CO	80003	Jefferson	Multifamily	Garden	1972	N/A	108	108	N/A	99,556	Units
61	Fixed		1	Meadow Ridge Apartments (Third Lien)	Berkadia Commercial Mortgage LLC	5384 Blossom Street	Butler	OH	45011	Butler	Multifamily	Garden	1996	N/A	356	356	62	56,127	Units
62	Fixed		1	Woodland Ridge	CBRE Capital Markets, Inc.	1355 Indian Trail Road	Norcross	GA	30093	Gwinnett	Multifamily	Garden	1986	2014	302	301	2	54,632	Units
63	Fixed		1	Republic Park Vista	CBRE Capital Markets, Inc.	8625 Ray White Road	Fort Worth	TX	76244	Tarrant	Multifamily	Garden	2009	N/A	308	258	N/A	80,965	Units
64	Fixed		1	Pine Ridge Apartments	Hunt Mortgage Partners, LLC	3632 Pine Ridge Court	Moline	IL	61265	Rock Island	Multifamily	Garden	1966	N/A	321	321	260	39,161	Units
65	Fixed		1	Shoreline Village	PNC Bank, National Association	701 75th Street Southeast	Everett	WA	98203	Snohomish	Multifamily	Garden	1968	N/A	118	118	21	91,451	Units
66	Fixed		1	The Fairways At Peachtree City	Berkadia Commercial Mortgage LLC	100 Peachtree Station Circle	Peachtree City	GA	30629	Fayette	Multifamily	Garden	1995	N/A	182	175	N/A	88,113	Units
67	Fixed		1	Timberwood Commons	Berkadia Commercial Mortgage LLC	6 Timberwood Drive	Lebanon	NH	03756	Grafton	Multifamily	Garden	2011	N/A	252	N/A	N/A	140,647	Units
68	Fixed		1	Castle Club Apartments	NorthMarq Capital, LLC	254 West Trenton Avenue	Morrisville	PA	19067	Bucks	Multifamily	Garden	1969	N/A	158	158	N/A	83,662	Units
69	Fixed		1	Weymouth Place	Prudential Affordable Mortgage Company, LLC	590 Middle Street	Weymouth	MA	02189	Norfolk	Multifamily	Mid Rise	1968	2016	211	208	N/A	110,000	Units
70	Fixed		1	Cityarc At Keller	Holiday Fenoglio Fowler, L.P.	10501 North Beach Street	Fort Worth	TX	76244	Tarrant	Multifamily	Garden	2008	N/A	312	258	N/A	84,872	Units
71	Fixed		1	The Thompson	KeyBank National Association	1655 Mill Street	San Marcos	TX	78666	Hays	Multifamily	Student	2014	N/A	528	N/A	N/A	45,046	Beds
72	Fixed		1	The Paseos At Magnolia	PGIM Real Estate Finance, LLC	11520 Magnolia Avenue	Riverside	CA	92505	Riverside	Multifamily	Garden	2013	N/A	168	N/A	N/A	157,534	Units
73	Fixed	(15)	1	Grandmarc At Austin (Third Lien)	Holiday Fenoglio Fowler, L.P.	510 West 26th Street	Austin	TX	78705	Travis	Multifamily	Student	2012	N/A	238	14	N/A	76,808	Beds
74	Fixed		1	Sherwood Glen Apartments	Grandbridge Real Estate Capital LLC	8825 Hickman Road	Urbandale	IA	50322	Polk	Multifamily	Garden	1969	N/A	180	180	73	50,091	Units
75	Fixed		1	Griffs At Lowry	CBRE Capital Markets, Inc.	9611 East 5th Avenue	Denver	CO	80230	Denver	Multifamily	Garden	2						

FREM 2018-KJ22
Exhibit A-1

Loan No. / Property No.	Loan Group	Footnotes	Number of Properties	Property Name	Occupancy %	Occupancy As of Date	Loan Purpose (Acquisition, Refinance ⁽¹⁾)	Entity Type	Crossed Loans	Related Borrower Loans ⁽⁴⁾	Payment Date	Late Charge	Grace Period	Note Date	First Payment Date	Maturity Date	Original Loan Amount	Cut-off Date Loan Amount	% of Cut-Off Date Pool Balance
1	Fixed		1	Boulders At Puget Sound (Fourth Lien)	93.3%	4/1/2018	Supplemental	SPE	N/A	Group 1	1	10		5/10/2018	7/1/2018	8/1/2023	16,598,000	16,522,038	3.7%
2	Fixed		1	Halstead Danvers	94.5%	6/30/2018	Supplemental	SPE	N/A	Group 6	1	10		10/10/2017	12/1/2017	7/1/2021	14,000,000	14,000,000	3.1%
3	Fixed		1	Residences At Arlington Heights (Third Lien)	93.1%	6/25/2018	Supplemental	SPE	N/A	Group 1	1	10		7/31/2017	9/1/2017	8/1/2024	14,189,000	13,960,645	3.1%
4	Fixed		1	Boulder Crossroads Apartments	93.8%	7/2/2018	Supplemental	SPE	N/A	N/A	1	10		8/1/2018	9/1/2018	8/1/2024	13,844,000	13,805,497	3.1%
5	Fixed		1	Columbia Trails Apartments	92.0%	4/3/2018	Supplemental	SPE	N/A	N/A	1	10		5/31/2018	7/1/2018	8/1/2023	13,427,000	13,355,991	3.0%
6	Fixed	(14)	1	Skyview On The Hudson	100.0%	5/9/2018	Supplemental	SPE	N/A	Group 8	1	10		8/27/2015	10/1/2015	5/1/2023	9,000,000	9,000,000	2.0%
7	Fixed	(14)	1	Skyview On The Hudson (Third Lien)	100.0%	5/9/2018	Supplemental	SPE	N/A	Group 8	1	10		4/24/2018	6/1/2018	5/1/2023	4,000,000	3,973,958	0.9%
8	Fixed		1	Westbury Apartments	97.7%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		8/16/2017	10/1/2017	2/1/2023	12,589,000	12,380,377	2.8%
9	Fixed		1	The Oaks Of Woodland Park	94.6%	6/30/2018	Supplemental	SPE	N/A	Group 4	1	10		11/22/2016	1/1/2017	4/1/2023	11,059,000	10,743,292	2.4%
10	Fixed		1	Spring Lake Apartment Homes (Third Lien)	96.1%	9/1/2018	Supplemental	SPE	N/A	Group 5	1	10		7/27/2018	9/1/2018	12/1/2023	10,733,000	10,703,483	2.4%
11	Fixed		1	Northampton Apartments	95.0%	9/30/2018	Supplemental	SPE	N/A	N/A	1	10		12/27/2016	2/1/2017	6/1/2020	10,612,000	10,346,961	2.3%
12	Fixed		1	The Residences At Stevens Pond	95.1%	7/9/2018	Supplemental	SPE	N/A	Group 1	1	10		8/15/2017	10/1/2017	8/1/2024	10,341,000	10,341,000	2.3%
13	Fixed		1	Waterfield Court	93.8%	6/30/2018	Supplemental	SPE	N/A	Group 2	1	10		1/31/2018	3/1/2018	9/1/2024	9,708,000	9,708,000	2.2%
14	Fixed		1	Village Club Of Southgate	94.4%	6/30/2018	Supplemental	SPE	N/A	Group 3	1	10		12/14/2017	2/1/2018	5/1/2023	9,669,000	9,567,102	2.1%
15	Fixed		1	Signal Pointe Apartments	94.8%	6/21/2018	Supplemental	SPE	N/A	Group 2	1	10		1/31/2018	3/1/2018	9/1/2024	9,229,000	9,229,000	2.1%
16	Fixed		1	Anavda Village	97.3%	6/27/2018	Supplemental	SPE	N/A	Group 2	1	10		1/31/2018	3/1/2018	6/1/2024	9,003,000	9,003,000	2.0%
17	Fixed		1	Columns At Peachtree Corners	96.4%	6/16/2018	Supplemental	SPE	N/A	N/A	1	10		7/31/2018	9/1/2018	5/1/2024	9,000,000	9,000,000	2.0%
18	Fixed		1	Lakeview Towers (Third Lien)	95.9%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		10/25/2017	12/1/2017	9/1/2023	8,815,000	8,697,194	1.9%
19	Fixed		1	Landmark At Banyan Bay	94.7%	6/30/2018	Supplemental	SPE	N/A	Group 5	1	10		4/27/2017	6/1/2017	6/1/2021	8,475,000	8,289,751	1.9%
20	Floating		1	Jasmine Woodlands (Third lien)	93.9%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		1/20/2017	3/1/2017	6/1/2023	8,400,000	8,195,011	1.8%
21	Fixed		1	Fountainhead	94.3%	6/28/2018	Supplemental	SPE	N/A	N/A	1	10		7/7/2017	9/1/2017	2/1/2021	7,500,000	7,364,233	1.6%
22	Fixed		1	Villas At Mountain Vista Ranch	94.5%	6/25/2018	Supplemental	SPE	N/A	N/A	1	10		4/20/2018	6/1/2018	5/1/2023	7,217,000	7,175,994	1.6%
23	Fixed		1	Briar Cove Apartments	97.8%	6/30/2018	Supplemental	SPE	N/A	Group 7	1	10		6/5/2018	8/1/2018	7/1/2023	7,000,000	6,974,482	1.6%
24	Fixed		1	The Wyatt At Presidio Junction	96.0%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		6/30/2017	8/1/2017	9/1/2022	7,066,000	6,936,520	1.6%
25	Fixed		1	Village Club On Franklin	99.5%	6/30/2018	Supplemental	SPE	N/A	Group 3	1	10		12/28/2017	2/1/2018	3/1/2023	6,881,000	6,809,820	1.5%
26	Fixed		1	Woodlands Of Arlington	97.7%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		9/6/2017	11/1/2017	11/1/2024	6,743,000	6,639,252	1.5%
27	Fixed		1	Fountain Park Apartments	92.1%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		1/9/2018	3/1/2018	4/1/2023	6,450,000	6,381,473	1.4%
28	Fixed		1	City Gate Apartment Homes	95.4%	6/29/2018	Supplemental	SPE	N/A	N/A	1	10		8/21/2017	10/1/2017	5/1/2021	5,979,000	5,873,683	1.3%
29	Fixed		1	8500 Harwood	98.7%	7/25/2018	Supplemental	SPE	N/A	Group 2	1	10		1/31/2018	3/1/2018	8/1/2024	5,843,000	5,843,000	1.3%
30	Fixed		1	Metro Park Apartment Homes	100.0%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		3/2/2018	5/1/2018	10/1/2024	5,790,000	5,750,366	1.3%
31	Floating		1	River Oaks (Third Lien)	90.6%	6/30/2018	Supplemental	SPE	N/A	Group 9	1	10		12/20/2017	2/1/2018	1/1/2024	5,104,000	5,046,401	1.1%
32	Fixed		1	New Brookside Apartments	99.4%	9/13/2018	Supplemental	SPE (N/A or less)	N/A	N/A	1	10		7/31/2018	9/1/2018	9/1/2024	5,000,000	5,000,000	1.1%
33	Fixed		1	Brookstone At Edgewater	98.0%	6/25/2018	Supplemental	SPE	N/A	N/A	1	10		9/6/2017	11/1/2017	11/1/2020	5,045,000	4,961,312	1.1%
34	Fixed		1	Autumn Ranch On Swenson Farms	89.6%	8/13/2018	Supplemental	SPE	N/A	N/A	1	10		5/10/2017	7/1/2017	2/1/2021	5,000,001	4,897,247	1.1%
35	Floating		1	Lennox Flats Supplemental (Fourth Lien)	94.3%	8/31/2018	Supplemental	SPE	N/A	Group 9	1	10		4/30/2018	6/1/2018	11/1/2024	2,752,000	2,736,574	0.6%
36	Floating		1	Lennox Flats (Third Lien)	94.3%	8/31/2018	Supplemental	SPE	N/A	Group 9	1	10		4/28/2016	6/1/2016	11/1/2024	2,181,000	2,103,389	0.5%
37	Fixed		1	Twin Creeks Apartments	95.9%	6/20/2018	Supplemental	SPE	N/A	N/A	1	10		7/21/2017	9/1/2017	5/1/2024	4,690,000	4,599,583	1.0%
38	Fixed		1	Pier Village Phase II	94.2%	3/1/2018	Supplemental	SPE	N/A	N/A	1	10		7/29/2016	9/1/2016	6/1/2020	4,770,000	4,594,376	1.0%
39	Fixed		1	Parc Station (Third Lien)	91.3%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		5/3/2017	7/1/2017	6/1/2024	4,481,000	4,400,617	1.0%
40	Fixed		1	Sync At Kingsland Ranch	95.5%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		6/21/2018	8/1/2018	7/1/2023	4,413,000	4,397,443	1.0%
41	Fixed		1	Palazzo	96.7%	9/7/2018	Supplemental	SPE	N/A	N/A	1	10		11/8/2017	1/1/2018	2/1/2021	4,400,000	4,345,056	1.0%
42	Fixed		1	Morning Run Apartment Homes (Third Lien)	95.5%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		5/24/2018	7/1/2018	6/1/2023	4,330,000	4,311,208	1.0%
43	Fixed		1	Golf Villas At Oro Valley	93.3%	6/30/2018	Supplemental	SPE	N/A	Group 7	1	10		4/20/2018	6/1/2018	6/1/2023	4,275,000	4,251,691	1.0%
44	Fixed		1	Village At Westmeadow	95.2%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		6/16/2017	8/1/2017	9/1/2024	4,235,000	4,157,712	0.9%
45	Fixed		1	Coventry At Cityview Supplemental	97.8%	7/24/2018	Supplemental	SPE	N/A	Group 6	1	10		7/20/2016	9/1/2016	4/1/2020	4,247,000	4,094,391	0.9%
46	Fixed		1	Vista Grande Apartments	98.2%	6/30/2018	Supplemental	SPE	N/A	Group 10	1	10		6/23/2017	8/1/2017	3/1/2023	4,120,000	4,045,574	0.9%
47	Fixed		1	160 West 71st Street Apartments	97.0%	7/12/2018	Supplemental	SAE	N/A	N/A	1	10		12/8/2017	2/1/2018	2/1/2023	4,000,000	4,000,000	0.9%
48	Fixed		1	Eagles South Apartments	98.6%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		1/31/2018	3/1/2018	2/1/2021	3,774,000	3,739,434	0.8%
49	Fixed		1	The Club At Oak Creek Apartments	97.6%	6/30/2018	Supplemental	SPE	N/A	Group 4	1	10		4/12/2017	6/1/2017	9/1/2024	3,754,000	3,683,600	0.8%
50	Fixed		1	Ironwood At Palmer Park	96.9%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		5/4/2018	7/1/2018	10/1/2024	3,619,000	3,619,000	0.8%
51	Fixed		1	Hawthorne Northside (Third Lien)	95.8%	6/25/2018	Supplemental	SPE	N/A	N/A	1	10		4/29/2017	6/1/2017	7/1/2023	3,660,000	3,588,738	0.8%
52	Fixed		1	Village Club Of Bloomington	93.5%	6/30/2018	Supplemental	SPE	N/A	Group 3	1	10		4/22/2018	6/1/2018	1/1/2024	3,600,000	3,578,978	0.8%
53	Fixed		1	Arden Villas	95.2%	3/31/2018	Supplemental	SPE	N/A	N/A	1	10		4/21/2017	6/1/2017	7/1/2024	3,560,000	3,545,786	0.8%
54	Fixed		1	Independence Plaza Apartments	97.0%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		9/7/2017	11/1/2017	11/1/2023	3,590,000	3,529,981	0.8%
55	Fixed		1	The Paramount (Third Lien)	95.9%	12/28/2017	Supplemental	SPE	N/A	N/A	1	10		3/17/2017	5/1/2017	8/1/2024	3,533,000	3,466,052	0.8%
56	Fixed		1	Autumn Cove Apartments (Fka Bridgewater)	96.2%	6/30/2018	Supplemental	SPE	N/A	Group 10	1	10		6/23/2017	8/1/2017	3/1/2023	3,340,000	3,340,796	0.7%
57	Fixed		1	Pavilions At Deer Chase	96.2%	6/30/2018	Supplemental	SPE	N/A	Group 4	1	10		5/26/2017	7/1/2017	5/1/2024	3,274,000	3,211,661	0.7%
58	Fixed		1	Sage Apartments	93.4%	6/30/2018	Supplemental	SPE	N/A	Group 7	1	10		3/30/2018	5/1/2018	6/1/2023	3,178,000	3,156,246	0.7%
59	Fixed		1	Rosewood Apartments (Third Lien)	94.6%	6/25/2018	Supplemental	SPE	N/A	N/A	1	10		10/31/2017	12/1/2017	10/1/2023	3,067,000	3,027,973	0.7%
60	Fixed		1	Anavda Green	97.2%	6/27/2018	Supplemental	SPE	N/A	Group 2	1	10		1/31/2018	3/1/2018	6/1/2024	3,027,000	3,027,000	0.7%
61	Fixed		1	Meadow Ridge Apartments (Third Lien)	97.5%	3/31/2018	Supplemental	SPE	N/A	N/A	1	10		2/13/2018	4/1/2018	3/1/2024	3,000,000	2,977,716	0.7%
62	Fixed		1	Woodland Ridge	96.4%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		7/28/2017	9/1/2017	11/1/2024	3,000,000	2,947,929	0.7%
63	Fixed		1	Republic Park Vista	96.1%	6/29/2018	Supplemental	SPE	N/A	N/A	1	10		3/14/2018	5/1/2018	6/1/2023	2,961,000	2,941,614	0.7%
64	Fixed		1	Pine Ridge Apartments	92.2%	6/30/2018	Supplemental	SPE (N/A or less)	N/A	N/A	1	10		5/31/2018	7/1/2018	10/1/2024	2,827,000	2,813,584	0.6%
65	Fixed		1	Shoreline Village	97.5%	6/30/2018	Supplemental	SPE	N/A	N/A	1	10		12/22/2016	2/1/2017	1/1/2021	2,873,000	2,800,648	0.6%
66	Fixed		1	The Fairways At Peachtree City	97.3%	6/25/2018	Supplemental	SPE	N/A	N/A	1	10		3/15/2017	5/1/2017	9/1/2021	2,791,000	2,732,446	0.6%
67	Fixed		1	Timberwood Commons	92.9%	6/30/2018	Supplemental	SPE	N/A	N/A	1</								

**FREM 2018-KJ22
Exhibit A-1**

Loan No. / Property No.	Loan Group	Footnotes	Number of Properties	Property Name	Maturity Balance	Interest			Margin	Gross Interest Rate	Administration Fee Rate ^(B)	Net Mortgage Interest Rate	Rate Rounding Methodology	Interest Accrual Period Day Of		Rate Cap (Lifetime)	LIBOR Floor	LIBOR Cap (Yes/No)	LIBOR Cap Expiration Date
						Adjustment Period (month)	Adjustment Date In Trust	Rate Index						Month (Start/End) ^(C)	Month (Start/End) ^(D)				
1	Fixed		1	Boulders At Pugal Sound (Fourth Lien)	15,474,890	N/A	N/A	N/A	5.95000%	0.17714%	5.77286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
2	Fixed		1	Halstead Danvers	14,000,000	N/A	N/A	N/A	4.62000%	0.15714%	4.46286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
3	Fixed		1	Residences At Arlington Heights (Third Lien)	12,676,654	N/A	N/A	N/A	5.43000%	0.17714%	5.25286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
4	Fixed		1	Boulder Crossroads Apartments	12,700,793	N/A	N/A	N/A	5.82000%	0.17714%	5.64286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
5	Fixed		1	Columbia Trails Apartments	12,400,957	N/A	N/A	N/A	5.30000%	0.17714%	5.12286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
6	Fixed	(14)	1	Skyview On The Hudson	9,000,000	N/A	N/A	N/A	4.25000%	0.11714%	4.13286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
7	Fixed	(14)	1	Skyview On The Hudson (Third Lien)	3,697,460	N/A	N/A	N/A	5.15000%	0.21714%	4.93286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
8	Fixed		1	Westbury Apartments	11,510,138	N/A	N/A	N/A	4.96000%	0.15714%	4.80286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
9	Fixed		1	The Oaks Of Woodland Park	9,891,808	N/A	N/A	N/A	4.81000%	0.12714%	4.68286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
10	Fixed		1	Spring Lake Apartment Homes (Third Lien)	9,967,914	N/A	N/A	N/A	5.87000%	0.17714%	5.69286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
11	Fixed		1	Northampton Apartments	10,096,476	N/A	N/A	N/A	5.27000%	0.15714%	5.11286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
12	Fixed		1	The Residences At Stevens Pond	9,566,708	N/A	N/A	N/A	5.10000%	0.21714%	4.88286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
13	Fixed		1	Waterfield Court	9,026,754	N/A	N/A	N/A	5.55000%	0.19714%	5.35286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
14	Fixed		1	Village Club Of Southgate	8,928,338	N/A	N/A	N/A	5.51000%	0.19714%	5.31286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
15	Fixed		1	Signal Pointe Apartments	8,581,367	N/A	N/A	N/A	5.55000%	0.19714%	5.35286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
16	Fixed		1	Aravda Village	8,389,207	N/A	N/A	N/A	5.53000%	0.19714%	5.33286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
17	Fixed		1	Columns At Peachtree Corners	9,000,000	N/A	N/A	N/A	5.76000%	0.25714%	5.52286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
18	Fixed		1	Lakeview Towers (Third Lien)	8,031,947	N/A	N/A	N/A	5.25000%	0.19714%	5.05286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
19	Fixed		1	Landmark At Banyan Bay	7,934,030	N/A	N/A	N/A	4.83000%	0.19714%	4.63286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
20	Floating		1	Jasmine Woodlands (Third lien)	7,632,933	1	12/1/2018	1-MO LIBOR	3.68000%	5.93000%	0.20714%	5.72286%	Truncated to 5th decimal	First/Last (Arrears)	N/A	0.0000%	Yes	2/1/2020	
21	Fixed		1	Fountainhead	7,098,096	N/A	N/A	N/A	4.85000%	0.19714%	4.65286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
22	Fixed		1	Villas At Mountain Vista Ranch	6,729,626	N/A	N/A	N/A	5.76000%	0.19714%	5.56286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
23	Fixed		1	Briar Cove Apartments	6,534,378	N/A	N/A	N/A	5.84000%	0.19714%	5.64286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
24	Fixed		1	The Wyatt At Presidio Junction	6,507,127	N/A	N/A	N/A	5.10000%	0.19714%	4.90286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
25	Fixed		1	Village Club On Franklin	6,381,025	N/A	N/A	N/A	5.60000%	0.19714%	5.40286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
26	Fixed		1	Woodlands Of Arlington	6,057,666	N/A	N/A	N/A	4.93000%	0.19714%	4.73286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
27	Fixed		1	Fountain Park Apartments	5,925,593	N/A	N/A	N/A	4.98000%	0.19714%	4.78286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
28	Fixed		1	City Gate Apartment Homes	5,626,955	N/A	N/A	N/A	4.65000%	0.12714%	4.52286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
29	Fixed		1	8500 Harwood	5,433,171	N/A	N/A	N/A	5.55000%	0.19714%	5.35286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
30	Fixed		1	Metro Park Apartment Homes	5,252,642	N/A	N/A	N/A	5.70000%	0.19714%	5.50286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
31	Floating		1	River Oaks (Third Lien)	4,661,515	1	12/1/2018	1-MO LIBOR	3.43000%	5.68000%	0.22714%	5.45286%	Truncated to 5th decimal	First/Last (Arrears)	N/A	0.0000%	Yes	1/1/2021	
32	Fixed		1	New Brookside Apartments	5,000,000	N/A	N/A	N/A	5.51000%	0.21714%	5.29286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
33	Fixed		1	Brookstone At Edgewater	4,795,300	N/A	N/A	N/A	4.55000%	0.21714%	4.33286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
34	Fixed		1	Autumn Ranch On Swenson Farms	4,716,687	N/A	N/A	N/A	4.86000%	0.19714%	4.66286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
35	Floating		1	Lennox Flats Supplemental (Fourth Lien)	2,543,358	1	12/1/2018	1-MO LIBOR	3.75000%	6.00000%	0.24714%	5.75286%	Truncated to 5th decimal	First/Last (Arrears)	N/A	0.0000%	Yes	5/1/2021	
36	Floating		1	Lennox Flats (Third Lien)	1,934,997	1	12/1/2018	1-MO LIBOR	3.93000%	6.18000%	0.23714%	5.94286%	Truncated to 5th decimal	First/Last (Arrears)	N/A	0.0000%	Yes	5/1/2021	
37	Fixed		1	Twin Creeks Apartments	4,132,164	N/A	N/A	N/A	4.53000%	0.20714%	4.32286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
38	Fixed		1	Pier Village Phase II	4,459,660	N/A	N/A	N/A	4.35000%	0.18714%	4.16286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
39	Fixed		1	Parc Station (Third Lien)	4,011,712	N/A	N/A	N/A	5.53000%	0.21714%	5.31286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
40	Fixed		1	Sync At Kingsland Ranch	4,127,255	N/A	N/A	N/A	5.98000%	0.21714%	5.76286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
41	Fixed		1	Palazzo	4,199,997	N/A	N/A	N/A	5.12000%	0.21714%	4.90286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
42	Fixed		1	Morning Run Apartment Homes (Third Lien)	4,060,209	N/A	N/A	N/A	6.18000%	0.21714%	5.96286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
43	Fixed		1	Golf Villas At Oro Valley	3,989,960	N/A	N/A	N/A	5.92000%	0.21714%	5.70286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
44	Fixed		1	Village At Westmeadow	3,746,091	N/A	N/A	N/A	5.12000%	0.21714%	4.90286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
45	Fixed		1	Coventry At Cityview Supplemental	3,989,698	N/A	N/A	N/A	4.48000%	0.20714%	4.27286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
46	Fixed		1	Vista Grande Apartments	3,761,304	N/A	N/A	N/A	5.17000%	0.21714%	4.95286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
47	Fixed		1	160 West 71st Street Apartments	4,000,000	N/A	N/A	N/A	4.73000%	0.21714%	4.51286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
48	Fixed		1	Eagles South Apartments	3,628,812	N/A	N/A	N/A	5.72000%	0.13714%	5.58286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
49	Fixed		1	The Club At Oak Creek Apartments	3,342,454	N/A	N/A	N/A	5.58000%	0.19714%	5.38286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
50	Fixed		1	Ironwood At Palmer Park	3,374,095	N/A	N/A	N/A	5.74000%	0.21714%	5.52286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
51	Fixed		1	Hawthorne Northside (Third Lien)	3,322,671	N/A	N/A	N/A	5.40000%	0.20714%	5.19286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
52	Fixed		1	Village Club Of Bloomington	3,313,243	N/A	N/A	N/A	5.64000%	0.21714%	5.42286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
53	Fixed		1	Arden Villas	3,245,579	N/A	N/A	N/A	5.45000%	0.20714%	5.24286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
54	Fixed		1	Independence Plaza Apartments	3,268,816	N/A	N/A	N/A	4.51000%	0.17714%	4.33286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
55	Fixed		1	The Paramount (Third lien)	3,161,106	N/A	N/A	N/A	5.82000%	0.21714%	5.60286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
56	Fixed		1	Autumn Cove Apartments (Fka Bridgewater)	3,045,580	N/A	N/A	N/A	5.10000%	0.21714%	4.88286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
57	Fixed		1	Pavilions At Deer Chase	2,918,310	N/A	N/A	N/A	5.24000%	0.21714%	5.02286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
58	Fixed		1	Sage Apartments	2,952,526	N/A	N/A	N/A	5.70000%	0.21714%	5.48286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
59	Fixed		1	Rosewood Apartments (Third Lien)	2,801,459	N/A	N/A	N/A	5.49000%	0.21714%	5.27286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
60	Fixed		1	Aravda Green	2,813,905	N/A	N/A	N/A	5.53000%	0.19714%	5.33286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
61	Fixed		1	Meadow Ridge Apartments (Third Lien)	2,756,123	N/A	N/A	N/A	5.90000%	0.21714%	5.68286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
62	Fixed		1	Woodland Ridge	2,692,597	N/A	N/A	N/A	5.06000%	0.21714%	4.84286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
63	Fixed		1	Republic Park Vista	2,758,741	N/A	N/A	N/A	5.90000%	0.21714%	5.68286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
64	Fixed		1	Pine Ridge Apartments	2,576,748	N/A	N/A	N/A	5.79000%	0.17714%	5.61286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
65	Fixed		1	Shoreside Village	2,706,161	N/A	N/A	N/A	5.23000%	0.22714%	5.00286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
66	Fixed		1	The Fairways At Peachtree City	2,613,807	N/A	N/A	N/A	5.33000%	0.21714%	5.11286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
67	Fixed		1	Timberwood Commons	2,389,659	N/A	N/A	N/A	5.41000%	0.15714%	5.25286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
68	Fixed		1	Castle Club Apartments	2,274,163	N/A	N/A	N/A	5.15000%	0.21714%	4.93286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
69	Fixed		1	Weymouth Place	2,400,000	N/A	N/A	N/A	4.89000%	0.21714%	4.67286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
70	Fixed		1	Cityparc At Keller	2,162,171	N/A	N/A	N/A	5.41000%	0.21714%	5.19286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
71	Fixed		1	The Thompson	2,020,471	N/A	N/A	N/A	5.53000%	0.21714%	5.31286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
72	Fixed		1	The Paseos At Magnolia	1,958,615	N/A	N/A	N/A	5.37000%	0.21714%	5.15286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
73	Fixed		1	Grandmarc At Austin (Third Lien)	2,017,716	N/A	N/A	N/A	5.94000%	0.21714%	5.72286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
74	Fixed	(15)	1	Sherwood Glen Apartments	1,674,715	N/A	N/A	N/A	5.41000%	0.21714%	5.19286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
75	Fixed		1	Griffs At Lowry	1,950,334	N/A	N/A	N/A	4.65000%	0.23714%	4.41286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
76	Fixed		1	Cantera Apartments	1,369,463	N/A	N/A	N/A	5.39000%	0.21714%	5.17286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
77	Fixed	(16)	1	Royal Gardens	1,742,686	N/A	N/A	N/A	5.21000%	0.30714%	4.90286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
78	Fixed		1	Prairie Walk Apartments	1,729,378	N/A	N/A	N/A	5.70000%	0.15714%	5.54286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
79	Fixed		1	Ann Arbor City Apartments	1,644,758	N/A	N/A	N/A	5.10000%	0.25714%	4.84286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
80	Fixed		1	Millford Commons I And II	1,396,175	N/A	N/A	N/A	5.92000%	0.25714%	5.66286%	N/A	N/A	N/A	N/A	N/A	No	N/A	
81	Fixed		1	Sterling Vinings (Fka The Arb															

**FREM 2018-KJ22
Exhibit A-1**

Loan No. / Property No.	Loan Group	Footnotes	Number of Properties	Property Name	LIBOR Cap	Strike Price ⁽¹⁾	Accrual Basis	Loan Amortization Type	Monthly Debt Service Amount (Amortizing) ⁽²⁾	Monthly Debt Service Amount (IO) ⁽³⁾	First Monthly Payment to Trust ⁽⁴⁾	Monthly Debt Service Amount (at Cap) ⁽⁵⁾	Amortization Term (Original)	Amortization Term (Remaining)	Loan Term (Original)
1	Fixed		1	Boulders At Puget Sound (Fourth Lien)	N/A		Actual/360	Balloon	98,980.47	N/A	N/A	N/A	360	355	62
2	Fixed		1	Halstead Danvers	N/A		Actual/360	Interest Only	54,648.61	54,648.61	N/A	N/A	0	0	44
3	Fixed		1	Residences At Arlington Heights (Third Lien)	N/A		Actual/360	Balloon	79,941.52	N/A	N/A	N/A	360	345	84
4	Fixed		1	Boulder Crossroads Apartments	N/A		Actual/360	Balloon	81,408.50	N/A	N/A	N/A	360	357	72
5	Fixed		1	Columbia Trails Apartments	N/A		Actual/360	Balloon	74,560.76	N/A	N/A	N/A	360	355	62
6	Fixed	(14)	1	Skyview On The Hudson	N/A		Actual/360	Interest Only	32,317.71	32,317.71	N/A	N/A	0	0	92
7	Fixed	(14)	1	Skyview On The Hudson (Third Lien)	N/A		Actual/360	Balloon	21,841.05	N/A	N/A	N/A	360	354	60
8	Fixed		1	Westbury Apartments	N/A		Actual/360	Balloon	67,273.05	N/A	N/A	N/A	360	346	65
9	Fixed		1	The Oaks Of Woodland Park	N/A		Actual/360	Balloon	56,089.61	N/A	N/A	N/A	360	350	76
10	Fixed		1	Spring Lake Apartment Homes (Third Lien)	N/A		Actual/360	Balloon	63,455.45	N/A	N/A	N/A	360	357	64
11	Fixed		1	Northampton Apartments	N/A		Actual/360	Balloon	58,731.38	N/A	N/A	N/A	360	338	41
12	Fixed		1	The Residences At Stevens Pond	N/A		Actual/360	Partial IO	56,146.44	44,559.66	N/A	N/A	360	360	83
13	Fixed		1	Waterfield Court	N/A		Actual/360	Partial IO	55,425.89	45,523.10	N/A	N/A	360	360	79
14	Fixed		1	Village Club Of Southgate	N/A		Actual/360	Balloon	54,960.20	N/A	N/A	N/A	360	350	64
15	Fixed		1	Signal Pointe Apartments	N/A		Actual/360	Partial IO	52,691.13	43,276.96	N/A	N/A	360	360	79
16	Fixed		1	Aravada Village	N/A		Actual/360	Partial IO	51,287.63	42,065.06	N/A	N/A	360	360	76
17	Fixed		1	Columns At Peachtree Corners	N/A		Actual/360	Interest Only	43,952.08	43,952.08	N/A	N/A	0	0	69
18	Fixed		1	Lakeview Towers (Third Lien)	N/A		Actual/360	Balloon	48,676.76	N/A	N/A	N/A	360	348	70
19	Fixed		1	Landmark At Banyan Bay	N/A		Actual/360	Balloon	44,619.20	N/A	N/A	N/A	360	342	49
20	Floating		1	Jasmine Woodlands (Third Lien)	2.820%		Actual/360	Balloon	49,875.64	N/A	50,169.74	52,857.78	360	339	76
21	Fixed		1	Fountainhead	N/A		Actual/360	Balloon	39,576.89	N/A	N/A	N/A	360	345	42
22	Fixed		1	Villas At Mountain Vista Ranch	N/A		Actual/360	Balloon	42,162.31	N/A	N/A	N/A	360	354	60
23	Fixed		1	Briar Cove Apartments	N/A		Actual/360	Balloon	41,251.19	N/A	N/A	N/A	360	356	60
24	Fixed		1	The Wyatt At Presidio Junction	N/A		Actual/360	Balloon	38,364.83	N/A	N/A	N/A	360	344	62
25	Fixed		1	Village Club On Franklin	N/A		Actual/360	Balloon	39,502.37	N/A	N/A	N/A	360	350	62
26	Fixed		1	Woodlands Of Arlington	N/A		Actual/360	Balloon	35,909.96	N/A	N/A	N/A	360	347	75
27	Fixed		1	Fountain Park Apartments	N/A		Actual/360	Balloon	34,546.20	N/A	N/A	N/A	360	351	62
28	Fixed		1	City Gate Apartment Homes	N/A		Actual/360	Balloon	30,829.92	N/A	N/A	N/A	360	346	44
29	Fixed		1	8500 Harwood	N/A		Actual/360	Partial IO	33,359.44	27,399.21	N/A	N/A	360	360	78
30	Fixed		1	Metro Park Apartment Homes	N/A		Actual/360	Balloon	33,605.18	N/A	N/A	N/A	360	353	78
31	Floating		1	River Oaks (Third Lien)	2.320%		Actual/360	Balloon	29,556.44	N/A	29,737.06	29,778.80	360	350	72
32	Fixed		1	New Brookside Apartments	N/A		Actual/360	Interest Only	23,277.20	23,277.20	N/A	N/A	0	0	73
33	Fixed		1	Brookstone At Edgewater	N/A		Actual/360	Balloon	25,712.37	N/A	N/A	N/A	360	347	37
34	Fixed		1	Aulumm Ranch On Swenson Farms	N/A		Actual/360	Balloon	26,414.91	N/A	N/A	N/A	360	343	44
35	Floating		1	Lennox Flats Supplemental (Fourth Lien)	3.250%		Actual/360	Balloon	16,506.98	N/A	16,606.72	18,297.81	360	354	68
36	Floating		1	Lennox Flats (Third Lien)	1.820%		Actual/360	Balloon	13,268.13	N/A	13,343.92	12,701.56	360	330	92
37	Fixed		1	Twin Creeks Apartments	N/A		Actual/360	Balloon	23,847.21	N/A	N/A	N/A	360	345	81
38	Fixed		1	Pier Village Phase II	N/A		Actual/360	Balloon	23,745.62	N/A	N/A	N/A	360	333	46
39	Fixed		1	Parc Station (Third Lien)	N/A		Actual/360	Balloon	25,527.03	N/A	N/A	N/A	360	343	84
40	Fixed		1	Sync At Kingsland Ranch	N/A		Actual/360	Balloon	26,401.45	N/A	N/A	N/A	360	356	60
41	Fixed		1	Palazzo	N/A		Actual/360	Balloon	23,943.89	N/A	N/A	N/A	360	349	38
42	Fixed		1	Morning Run Apartment Homes (Third Lien)	N/A		Actual/360	Balloon	26,463.74	N/A	N/A	N/A	360	355	60
43	Fixed		1	Golf Villas At Oro Valley	N/A		Actual/360	Balloon	25,411.32	N/A	N/A	N/A	360	354	61
44	Fixed		1	Village At Westmeadow	N/A		Actual/360	Balloon	23,046.00	N/A	N/A	N/A	360	344	86
45	Fixed		1	Coventry At Cityview Supplemental	N/A		Actual/360	Balloon	21,468.49	N/A	N/A	N/A	360	333	44
46	Fixed		1	Vista Grande Apartments	N/A		Actual/360	Balloon	22,547.08	N/A	N/A	N/A	360	344	68
47	Fixed		1	160 West 71st Street Apartments	N/A		Actual/360	Interest Only	15,985.65	15,985.65	N/A	N/A	0	0	61
48	Fixed		1	Eagles South Apartments	N/A		Actual/360	Balloon	21,952.17	N/A	N/A	N/A	360	351	36
49	Fixed		1	The Club At Oak Creek Apartments	N/A		Actual/360	Balloon	21,503.60	N/A	N/A	N/A	360	342	88
50	Fixed		1	Ironwood At Palmer Park	N/A		Actual/360	Partial IO	21,096.52	17,551.31	N/A	N/A	360	360	76
51	Fixed		1	Hawthorne Northside (Third Lien)	N/A		Actual/360	Balloon	20,552.03	N/A	N/A	N/A	360	342	74
52	Fixed		1	Village Club Of Bloomington	N/A		Actual/360	Balloon	20,757.74	N/A	N/A	N/A	360	358	68
53	Fixed		1	Arden Villas	N/A		Actual/360	Partial IO	20,101.75	16,327.44	N/A	N/A	360	356	86
54	Fixed		1	Independence Plaza Apartments	N/A		Actual/360	Balloon	18,211.34	N/A	N/A	N/A	360	347	63
55	Fixed		1	The Paramont (Third Lien)	N/A		Actual/360	Balloon	20,775.00	N/A	N/A	N/A	360	341	88
56	Fixed		1	Aulumm Cove Apartments (Fka Bridgewater)	N/A		Actual/360	Balloon	18,134.52	N/A	N/A	N/A	360	344	68
57	Fixed		1	Pavilions At Deer Chase	N/A		Actual/360	Balloon	18,058.88	N/A	N/A	N/A	360	343	83
58	Fixed		1	Sage Apartments	N/A		Actual/360	Balloon	18,445.13	N/A	N/A	N/A	360	353	62
59	Fixed		1	Rosewood Apartments (Third Lien)	N/A		Actual/360	Balloon	17,394.85	N/A	N/A	N/A	360	348	71
60	Fixed		1	Aravada Green	N/A		Actual/360	Partial IO	17,243.99	14,143.17	N/A	N/A	360	360	76
61	Fixed		1	Meadow Ridge Apartments (Third Lien)	N/A		Actual/360	Balloon	17,794.10	N/A	N/A	N/A	360	352	72
62	Fixed		1	Woodland Ridge	N/A		Actual/360	Balloon	16,214.84	N/A	N/A	N/A	360	345	77
63	Fixed		1	Republic Park Vista	N/A		Actual/360	Balloon	17,562.77	N/A	N/A	N/A	360	353	62
64	Fixed		1	Pine Ridge Apartments	N/A		Actual/360	Balloon	16,569.51	N/A	N/A	N/A	360	355	76
65	Fixed		1	Shoreside Village	N/A		Actual/360	Balloon	15,829.24	N/A	N/A	N/A	360	338	48
66	Fixed		1	The Fairways At Peachtree City	N/A		Actual/360	Balloon	15,550.59	N/A	N/A	N/A	360	341	53
67	Fixed		1	Timberwood Commons	N/A		Actual/360	Partial IO	14,745.33	11,941.29	N/A	N/A	360	356	84
68	Fixed		1	Castle Club Apartments	N/A		Actual/360	Balloon	13,650.66	N/A	N/A	N/A	360	344	70
69	Fixed		1	Weymouth Place	N/A		Actual/360	Interest Only	9,915.83	9,915.83	N/A	N/A	0	0	46
70	Fixed		1	Cityparc At Keller	N/A		Actual/360	Partial IO	13,098.22	10,650.31	N/A	N/A	360	360	85
71	Fixed		1	The Thompson	N/A		Actual/360	Balloon	12,794.85	N/A	N/A	N/A	360	350	81
72	Fixed		1	The Paseos At Magnolia	N/A		Actual/360	Balloon	12,284.53	N/A	N/A	N/A	360	343	84
73	Fixed		1	Grandmarc At Austin (Third Lien)	N/A		Actual/360	Balloon	12,432.23	N/A	N/A	N/A	360	353	33
74	Fixed	(15)	1	Sherwood Glen Apartments	N/A		Actual/360	Balloon	11,692.93	N/A	N/A	N/A	360	344	135
75	Fixed		1	Griffs At Lowry	N/A		Actual/360	Balloon	10,555.09	N/A	N/A	N/A	360	342	36
76	Fixed		1	Cantera Apartments	N/A		Actual/360	Balloon	11,218.13	N/A	N/A	N/A	360	356	55
77	Fixed	(16)	1	Royal Gardens	N/A		Actual/360	Balloon	10,994.58	N/A	N/A	N/A	360	334	95
78	Fixed		1	Prairie Walk Apartments	N/A		Actual/360	Balloon	11,027.61	N/A	N/A	N/A	360	354	76
79	Fixed		1	Ann Arbor City Apartments	N/A		Actual/360	Balloon	9,550.49	N/A	N/A	N/A	360	343	52
80	Fixed		1	Millford Commons I And II	N/A		Actual/360	Balloon	8,916.25	N/A	N/A	N/A	360	356	63
81	Fixed		1	Sterling Vinings (Fka The Arbors)	N/A		Actual/360	Balloon	8,793.21	N/A	N/A	N/A	360	340	83
82	Fixed		1	Broadview And Woodcliff Manor Apartment	N/A		Actual/360	Balloon	8,338.89	N/A	N/A	N/A	360	350	77
83	Fixed		1	Rock Springs Apartments	N/A		Actual/360	Balloon	8,146.83	N/A	N/A	N/A	360	356	73
84	Fixed		1	Kenseland Crest Apartments	N/A		Actual/360	Balloon	6,987.87	N/A	N/A	N/A	360	342	89
85	Fixed		1	Villa Serena Apartments (Third Lien)	N/A		Actual/360	Balloon	6,061.86	N/A	N/A	N/A	360	350	44
86	Fixed		1	Ranch At Rollingbrook Apartments	N/A		Actual/360	Balloon	5,270.86	N/A	N/A	N/A	360	342	80

FREM 2018-KJ22
Exhibit A-1

Loan No. / Property No.	Loan Group	Number of Properties	Footnotes	Property Name	Loan Term (Remaining)	IO Period	Seasoning	Prepayment Provision ⁽¹⁾	Appraisal Valuation Date	Appraised Value	Combined LTV at Cutoff ⁽²⁾	Combined LTV at Maturity ⁽²⁾	Combined UW DSCR (NCF) ⁽²⁾	Combined UW IO DSCR (NCF) ⁽²⁾	UW EGI	UW Expenses	UW NOI	UW NCF	Most Recent Financial End Date
1	Fixed	1		Boulders At Pugal Sound (Fourth Lien)	57	0	5	YM1%(55) 1%(3) O(4)	4/4/2017	155,000,000	60.4%	55.1%	1.20x	N/A	12,012,127	3,853,517	8,158,611	7,724,849	6/30/2018
2	Fixed	1		Halstead Danvers	32	44	12	YM1%(37) 1%(3) O(4)	7/10/2017	132,600,000	63.7%	63.7%	2.20x	N/A	10,617,430	3,731,398	6,886,032	6,755,266	6/30/2018
3	Fixed	1		Residences At Arlington Heights (Third Lien)	69	0	15	YM1%(77) 1%(3) O(4)	5/1/2017	131,100,000	77.2%	69.6%	1.25x	N/A	11,557,518	3,789,394	7,768,124	7,535,998	6/30/2018
4	Fixed	1		Boulder Crossroads Apartments	69	0	3	YM1%(65) 1%(3) O(4)	12/20/2017	50,000,000	66.3%	59.6%	1.20x	N/A	4,836,052	2,000,604	2,835,447	2,754,947	6/30/2018
5	Fixed	1		Columbia Trails Apartments	57	0	5	YM1%(55) 1%(3) O(4)	4/17/2018	61,500,000	54.7%	53.2%	1.55x	1.55x	4,381,768	1,495,682	2,886,086	2,795,534	3/31/2018
6	Fixed	(14)	1	Skyview On The Hudson	54	92	38	YM1%(85) 1%(3) O(4)	9/19/2017	420,000,000	14.6%	13.0%	7.30x	N/A	41,228,201	16,120,302	25,107,899	24,778,787	12/31/2017
7	Fixed	(14)	1	Skyview On The Hudson (Third Lien)	54	0	6	YM1%(63) 1%(3) O(4)	9/19/2017	420,000,000	14.6%	13.0%	7.30x	N/A	41,228,201	16,120,302	25,107,899	24,778,787	12/31/2017
8	Fixed	1		Westbury Apartments	51	0	14	YM1%(58) 1%(3) O(4)	6/21/2017	52,000,000	62.0%	56.5%	1.30x	N/A	3,912,812	1,252,393	2,660,419	2,586,707	6/30/2018
9	Fixed	1		The Oaks Of Woodland Park	53	0	23	YM1%(69) 1%(3) O(4)	8/31/2016	48,300,000	72.1%	65.3%	1.31x	N/A	5,277,676	2,311,145	2,959,531	2,825,807	6/30/2018
10	Fixed	1		Spring Lake Apartment Homes (Third Lien)	61	0	3	YM1%(57) 1%(3) O(4)	5/30/2018	40,400,000	65.5%	60.0%	1.30x	N/A	4,483,303	2,044,629	2,448,674	2,334,674	6/30/2018
11	Fixed	1		Northampton Apartments	19	0	22	YM1%(16) O(25)	11/3/2016	113,500,000	67.7%	65.5%	1.60x	N/A	10,994,861	3,998,709	6,996,152	6,799,232	6/30/2018
12	Fixed	1		The Residences At Stevens Pond	69	24	14	YM1%(76) 1%(3) O(4)	5/30/2017	121,800,000	70.6%	64.0%	1.25x	1.78x	8,723,467	2,508,525	6,214,942	6,133,442	6/30/2018
13	Fixed	1		Waterfield Court	70	19	9	YM1%(72) 1%(3) O(4)	12/27/2017	77,700,000	72.2%	65.8%	1.30x	N/A	6,938,756	2,436,077	4,502,679	4,333,015	6/30/2018
14	Fixed	1		Village Club Of Southgate	54	0	10	YM1%(57) 1%(3) O(4)	10/18/2017	37,600,000	68.9%	60.0%	1.31x	N/A	4,734,790	2,199,942	2,534,849	2,410,901	6/30/2018
15	Fixed	1		Signal Pointe Apartments	70	19	9	YM1%(72) 1%(3) O(4)	12/15/2017	54,700,000	73.4%	67.0%	1.30x	N/A	5,348,604	2,089,994	3,258,610	3,139,746	6/30/2018
16	Fixed	1		Anavda Village	67	16	9	YM1%(69) 1%(3) O(4)	12/27/2017	41,700,000	66.6%	61.0%	1.30x	1.72x	3,909,942	1,601,853	2,308,089	2,222,289	6/30/2018
17	Fixed	1		Columns At Peachtree Corners	66	69	3	YM1%(62) O(7)	6/1/2018	30,800,000	55.5%	56.5%	1.82x	N/A	3,573,645	1,803,581	1,770,064	1,676,128	6/30/2018
18	Fixed	1		Lakeview Towers (Third Lien)	58	0	12	YM1%(63) 1%(3) O(4)	9/13/2017	57,100,000	64.6%	58.8%	1.30x	N/A	4,742,658	1,449,024	3,293,634	3,215,624	6/30/2018
19	Fixed	1		Landmark At Banyan Bay	31	0	18	YM1%(42) 1%(3) O(4)	2/7/2017	43,225,000	62.8%	59.6%	1.85x	N/A	6,062,633	2,772,132	3,290,501	3,123,833	6/30/2018
20	Floating	1		Jasmine Woodlands (Third Lien)	55	0	21	L(23) 1%(49) O(4)	10/13/2016	59,300,000	70.3%	64.3%	1.31x	N/A	6,832,182	3,094,004	3,738,141	3,536,569	12/31/2017
21	Fixed	1		Fountainhead	27	0	15	YM1%(35) 1%(3) O(4)	4/14/2017	116,900,000	61.0%	58.5%	1.35x	N/A	11,002,083	4,712,514	6,289,569	6,106,919	6/30/2018
22	Fixed	1		Villas At Mountain Vista Ranch	54	0	6	YM1%(53) 1%(3) O(4)	2/13/2018	40,400,000	60.4%	54.6%	1.30x	N/A	3,406,099	1,284,351	2,121,747	2,029,587	6/30/2018
23	Fixed	1		Briar Cove Apartments	56	0	4	YM1%(53) 1%(3) O(4)	4/26/2018	44,800,000	62.6%	55.7%	1.41x	N/A	4,625,392	2,054,828	2,570,564	2,494,404	6/30/2018
24	Fixed	1		The Wyatt At Presidio Junction	46	0	16	YM1%(55) 1%(3) O(4)	4/28/2017	43,000,000	62.2%	57.3%	1.30x	N/A	4,543,113	2,318,865	2,224,248	2,141,818	6/30/2018
25	Fixed	1		Village Club On Franklin	52	0	10	YM1%(55) 1%(3) O(4)	11/1/2017	24,900,000	70.7%	64.2%	1.30x	N/A	2,918,306	1,380,230	1,538,016	1,488,032	6/30/2018
26	Fixed	1		Woodlands Of Arlington	62	0	13	YM1%(68) 1%(3) O(4)	7/13/2017	21,200,000	62.9%	56.4%	1.30x	N/A	2,704,479	1,475,700	1,228,779	1,136,115	6/30/2018
27	Fixed	1		Fountain Park Apartments	53	0	9	YM1%(55) 1%(3) O(4)	10/11/2017	34,000,000	48.6%	43.8%	1.48x	N/A	2,950,531	1,282,482	1,668,049	1,584,585	6/30/2018
28	Fixed	1		City Gate Apartment Homes	30	0	14	YM1%(37) 1%(3) O(4)	6/19/2017	65,500,000	59.3%	59.0%	1.81x	N/A	4,633,026	1,539,073	3,093,953	3,013,941	6/30/2018
29	Fixed	1		8500 Harwood	69	18	9	YM1%(71) 1%(3) O(4)	12/18/2017	66,500,000	64.5%	58.9%	1.30x	1.76x	8,786,034	5,178,444	3,607,590	3,328,942	6/30/2018
30	Fixed	1		Metro Park Apartment Homes	71	0	7	YM1%(71) 1%(3) O(4)	1/20/2018	25,500,000	66.9%	59.8%	1.30x	N/A	2,085,201	665,562	1,419,640	1,393,790	6/30/2018
31	Floating	1		River Oaks (Third Lien)	62	0	10	L(11) 1%(57) O(4)	8/4/2017	39,900,000	68.9%	61.8%	1.30x	N/A	4,180,988	1,638,188	2,542,801	2,463,601	6/30/2018
32	Fixed	1		New Brookside Apartments	70	73	3	YM1%(66) 1%(3) O(4)	6/13/2018	28,700,000	59.2%	59.2%	1.76x	1.76x	3,052,473	1,546,270	1,506,203	1,442,513	6/30/2018
33	Fixed	1		Brookstone At Edgewater	24	0	13	YM1%(30) 1%(3) O(4)	6/13/2017	41,270,000	58.0%	55.5%	1.35x	N/A	3,006,377	884,282	2,122,095	2,085,345	6/30/2018
34	Fixed	1		Autumn Ranch On Swenson Farms	27	0	17	YM1%(37) 1%(3) O(4)	11/8/2016	46,300,000	58.1%	55.5%	1.35x	N/A	4,619,167	2,224,299	2,394,868	2,300,188	6/30/2018
35	Floating	1		Lennox Flats Supplemental (Fourth Lien)	62	0	6	L(6) 1%(58) O(4)	1/30/2018	26,500,000	80.0%	72.7%	1.27x	N/A	2,875,995	1,161,319	1,714,676	1,671,026	2/28/2018
36	Floating	1		Lennox Flats (Third Lien)	62	0	30	L(11) 1%(77) O(4)	1/30/2018	26,500,000	80.0%	72.7%	1.27x	N/A	2,875,995	1,161,319	1,714,676	1,671,026	2/28/2018
37	Fixed	1		Twin Creeks Apartments	66	0	15	YM1%(74) 1%(3) O(4)	6/7/2017	47,800,000	32.6%	31.7%	3.15x	3.15x	3,685,040	1,320,190	2,364,850	2,306,770	6/30/2018
38	Fixed	1		Pier Village Phase II	19	0	27	YM1%(39) 1%(3) O(4)	1/18/2016	55,300,000	61.1%	58.6%	1.30x	N/A	3,920,774	1,266,366	2,654,408	2,602,808	6/30/2018
39	Fixed	1		Parc Station (Third Lien)	67	0	17	YM1%(77) 1%(3) O(4)	3/17/2017	29,220,000	66.4%	60.0%	1.25x	N/A	2,556,342	913,039	1,643,303	1,590,803	6/30/2018
40	Fixed	1		Sync At Kingsland Ranch	56	0	4	YM1%(53) 1%(3) O(4)	4/17/2018	49,000,000	68.5%	62.2%	1.30x	N/A	5,208,227	2,378,890	2,829,337	2,713,917	6/30/2018
41	Fixed	1		Palazzo	41	0	11	YM1%(31) 1%(3) O(4)	9/15/2017	37,800,000	65.9%	63.0%	1.35x	N/A	4,168,656	1,928,962	2,239,694	2,168,294	6/30/2018
42	Fixed	1		Morning Run Apartment Homes (Third Lien)	55	0	5	YM1%(53) 1%(3) O(4)	3/20/2018	41,350,000	65.0%	59.3%	1.30x	N/A	3,746,454	1,446,563	2,299,891	2,222,191	6/30/2018
43	Fixed	1		Golf Villas At Oro Valley	55	0	6	YM1%(54) 1%(3) O(4)	3/1/2018	44,200,000	68.9%	63.3%	1.30x	N/A	3,796,206	1,593,926	2,202,280	2,202,822	6/30/2018
44	Fixed	1		Village At Westmeadow	44	0	16	YM1%(79) 1%(3) O(4)	4/24/2017	35,400,000	65.1%	60.3%	1.30x	N/A	2,830,223	933,700	1,896,522	1,830,378	6/30/2018
45	Fixed	1		Coventry At Cityview Supplemental	17	0	20	YM1%(19) 1%(21) O(4)	3/13/2016	42,970,000	61.7%	59.7%	1.35x	N/A	5,005,642	2,691,718	2,313,924	2,217,804	6/30/2018
46	Fixed	1		Vista Grande Apartments	52	0	16	YM1%(61) 1%(3) O(4)	4/28/2017	31,700,000	66.1%	59.7%	1.31x	N/A	3,202,457	1,463,685	1,738,771	1,663,427	6/30/2018
47	Fixed	1		160 West 71st Street Apartments	51	61	10	YM1%(54) 1%(3) O(4)	9/7/2017	143,400,000	8.4%	8.4%	5.82x	5.82x	9,149,105	6,327,067	2,822,038	2,715,432	6/30/2018
48	Fixed	1		Eagles South Apartments	27	0	9	YM1%(29) 1%(3) O(4)	11/6/2017	28,400,000	67.5%	64.5%	1.40x	N/A	3,178,672	1,314,857	1,863,815	1,790,915	6/30/2018
49	Fixed	1		The Club At Oak Creek Apartments	70	0	18	YM1%(81) 1%(3) O(4)	2/22/2017	18,000,000	75.5%	68.8%	1.27x	N/A	2,148,344	968,880	1,179,464	1,107,714	6/30/2018
50	Fixed	1		Ironwood At Palmer Park	71	16	5	YM1%(69) 1%(3) O(4)	3/16/2018	32,300,000	66.9%	61.2%	1.30x	1.74x	2,764,595	987,587	1,777,000	1,708,838	6/30/2018
51	Fixed	1		Hawthorne Northside (Third Lien)	56	0	18	YM1%(67) 1%(3) O(4)	3/10/2017	22,800,000	72.8%	66.0%	1.30x	N/A	2,368,709	916,165	1,452,544	1,398,428	6/30/2018
52	Fixed	1		Village Club Of Bloomington	62	0	6	YM1%(61) 1%(3) O(4)	2/20/2018	35,600,000	62.8%	56.8%	1.35x	N/A	3,976,362	1,832,080			

FREM 2018-KJ22
Exhibit A-1

Loan No. / Property No.	Loan Group	Footnotes	Number of Properties	Property Name	2nd Most Recent Financial End				3rd Most Recent Financial End							
					Most Recent EGI	Most Recent Expenses	Most Recent NOI	Most Recent NCF	Most Recent EGI	Most Recent Expenses	Most Recent NOI	Most Recent NCF				
1	Fixed		1	Boulders At Pugal Sound (Fourth Lien)	12,019,567	4,366,408	7,653,159	7,437,643	12/31/2017	11,654,544	4,198,675	7,367,869	7,212,987	12/31/2016	10,483,007	3,940,703
2	Fixed		1	Halstead Danvers	10,532,360	3,819,633	6,712,728	6,581,982	8/31/2017	10,449,100	3,691,707	6,757,393	6,626,627	12/31/2016	10,214,492	3,737,037
3	Fixed		1	Residences At Arlington Heights (Third Lien)	11,619,631	3,888,337	7,731,294	7,731,294	12/31/2017	11,658,928	3,796,028	7,862,899	7,862,899	12/31/2016	11,006,496	3,787,427
4	Fixed		1	Boulder Crossroads Apartments	4,712,247	1,986,220	2,726,027	2,726,027	12/31/2017	4,656,618	1,868,842	2,697,776	2,616,941	12/31/2016	4,073,031	1,853,801
5	Fixed		1	Columbia Trails Apartments	4,317,635	1,413,754	2,903,881	2,813,328	12/31/2017	4,209,753	1,397,895	2,811,858	2,721,305	12/31/2016	3,906,139	1,307,307
6	Fixed	(14)	1	Skyview On The Hudson	20,663,344	13,676,749	6,986,595	4,264,747	12/31/2016	19,664,644	14,882,372	4,782,272	3,593,572	12/31/2015	19,225,765	15,478,059
7	Fixed	(14)	1	Skyview On The Hudson (Third Lien)	20,663,344	13,676,749	6,986,595	4,264,747	12/31/2016	19,664,644	14,882,372	4,782,272	3,593,572	12/31/2015	19,225,765	15,478,059
8	Fixed		1	Westbury Apartments	4,010,322	1,341,923	2,668,399	2,668,399	12/31/2017	3,941,071	1,337,009	2,604,062	2,604,062	12/31/2016	3,771,488	1,242,379
9	Fixed		1	The Oaks Of Woodland Park	5,559,334	2,509,663	3,049,672	3,049,672	12/31/2017	5,521,773	2,403,466	3,118,308	3,118,308	12/31/2016	5,349,857	2,301,751
10	Fixed		1	Spring Lake Apartment Homes (Third Lien)	4,399,905	2,007,386	2,392,520	2,293,553	12/31/2017	4,151,362	1,977,346	2,174,016	2,174,016	12/31/2016	3,966,081	1,776,903
11	Fixed		1	Northampton Apartments	11,423,578	4,338,333	7,085,245	7,085,245	12/31/2017	11,232,611	4,189,944	7,042,767	7,042,767	12/31/2016	11,083,492	4,044,173
12	Fixed		1	The Residences At Stevens Pond	8,850,418	2,769,629	6,080,588	5,999,096	12/31/2017	8,688,322	2,647,475	6,040,846	5,959,354	12/31/2016	8,254,370	2,525,487
13	Fixed		1	Waterfield Court	7,054,645	2,541,555	4,513,090	4,513,090	12/31/2017	6,840,785	2,433,477	4,407,308	4,407,308	12/31/2016	6,545,534	2,344,125
14	Fixed		1	Village Club Of Southgate	4,813,699	2,224,137	2,589,562	1,934,918	12/31/2017	4,736,398	2,132,215	2,604,183	1,969,155	12/31/2016	4,545,175	2,032,412
15	Fixed		1	Signal Pointe Apartments	5,482,646	2,225,922	3,256,723	2,826,871	12/31/2017	5,304,155	2,145,476	3,158,679	2,867,689	12/31/2016	4,977,135	2,058,299
16	Fixed		1	Aravada Village	3,965,519	1,608,467	2,357,052	2,357,052	12/31/2017	3,931,813	1,560,922	2,370,891	2,370,891	12/31/2016	3,761,170	1,446,952
17	Fixed		1	Columns At Peachtree Corners	3,450,452	1,715,179	1,735,273	1,576,997	12/31/2017	3,343,620	1,726,728	1,617,992	1,460,616	12/31/2016	3,028,968	1,192,042
18	Fixed		1	Lakeview Towers (Third Lien)	4,919,771	1,537,814	3,381,956	2,928,775	12/31/2017	4,758,191	1,502,634	3,255,557	2,688,954	12/31/2016	4,518,437	1,363,304
19	Fixed		1	Landmark At Banyan Bay	6,240,562	2,895,213	3,345,349	2,519,963	12/31/2017	6,119,541	2,822,587	3,296,954	2,218,194	12/31/2016	5,736,859	2,647,127
20	Floating		1	Jasmine Woodlands (Third lien)	6,475,355	2,858,498	3,616,857	3,656,498	10/31/2016	6,524,868	2,771,410	3,753,458	3,643,491	12/31/2015	6,120,807	2,891,924
21	Fixed		1	Fountainhead	11,079,189	4,724,842	6,354,347	6,215,456	12/31/2017	11,101,353	4,653,679	6,447,674	6,349,619	12/31/2016	10,799,595	4,611,566
22	Fixed		1	Villas At Mountain Vista Ranch	3,363,847	1,272,021	2,091,825	2,091,825	12/31/2017	3,245,498	1,238,417	2,007,081	1,669,291	12/31/2016	3,044,816	1,207,363
23	Fixed		1	Briar Cove Apartments	4,710,191	1,741,688	2,968,502	2,400,686	12/31/2017	4,613,349	1,736,163	2,877,186	2,395,116	12/31/2016	4,423,708	1,645,550
24	Fixed		1	The Wyatt At Presidio Junction	4,665,473	2,351,440	2,314,033	2,244,433	12/31/2017	4,627,767	2,297,431	2,330,336	2,230,437	12/31/2016	4,397,401	1,623,052
25	Fixed		1	Village Club On Franklin	2,964,634	1,406,480	1,558,154	1,160,784	12/31/2017	2,916,918	1,295,304	1,631,614	1,300,074	12/31/2016	2,896,632	1,263,603
26	Fixed		1	Woodlands Of Arlington	2,937,871	1,529,629	1,408,243	1,408,243	12/31/2017	2,761,385	1,376,015	1,386,370	1,386,370	3/31/2016	2,620,496	1,374,512
27	Fixed		1	Fountain Park Apartments	2,906,253	1,290,757	1,615,496	-1,078,525	12/31/2017	2,924,614	1,281,583	1,643,031	1,208,775	12/31/2016	2,801,273	1,208,775
28	Fixed		1	City Gate Apartment Homes	4,642,333	1,567,674	3,074,659	2,881,852	12/31/2017	4,677,265	1,556,204	3,121,061	2,926,316	12/31/2016	4,541,166	1,456,362
29	Fixed		1	8500 Harwood	9,042,192	3,621,395	5,420,797	5,420,797	12/31/2017	8,827,283	3,187,637	5,639,646	5,639,646	12/31/2016	8,361,023	4,737,855
30	Fixed		1	Metro Park Apartment Homes	2,121,638	683,489	1,438,149	1,438,149	12/31/2017	2,072,538	661,197	1,411,341	1,411,341	12/31/2016	1,896,048	665,536
31	Floating		1	River Oaks (Third Lien)	4,142,966	1,527,799	2,615,167	2,615,167	12/31/2017	4,018,541	1,551,635	2,466,906	2,466,906	12/31/2016	3,755,713	1,460,006
32	Fixed		1	New Brookside Apartments	3,078,214	1,628,636	1,449,578	1,074,140	12/31/2017	3,055,600	1,547,230	1,508,370	1,396,596	12/31/2016	2,980,156	1,177,482
33	Fixed		1	Brookstone At Edgewater	3,096,942	912,336	2,184,607	2,184,607	12/31/2017	3,031,491	870,311	2,161,179	2,161,179	12/31/2016	2,810,132	814,605
34	Fixed		1	Autumn Ranch On Swenson Farms	4,390,766	1,472,701	2,918,065	2,318,065	12/31/2017	4,635,416	2,242,765	2,392,651	2,392,651	2/28/2017	4,450,931	2,139,311
35	Floating		1	Lennox Flats Supplemental (Fourth Lien)	2,822,029	1,130,981	1,691,048	1,691,048	12/31/2017	2,809,893	1,129,794	1,680,100	1,680,100	12/31/2016	2,665,155	1,055,118
36	Floating		1	Lennox Flats (Third Lien)	2,822,029	1,130,981	1,691,048	1,691,048	12/31/2017	2,809,893	1,129,794	1,680,100	1,680,100	12/31/2016	2,665,155	1,055,118
37	Fixed		1	Twin Creeks Apartments	3,690,039	1,450,861	2,239,179	1,567,808	12/31/2017	3,644,560	1,404,407	2,240,513	2,182,433	12/31/2016	3,416,982	1,241,173
38	Fixed		1	Pier Village Phase II	4,284,366	1,877,225	2,407,141	2,407,141	12/31/2017	4,229,579	2,305,989	1,923,590	1,923,590	12/31/2016	3,954,699	1,533,301
39	Fixed		1	Parc Station (Third Lien)	2,849,452	897,390	1,952,062	1,952,062	12/31/2017	2,683,112	876,279	1,806,832	1,806,832	12/31/2016	2,447,923	761,505
40	Fixed		1	Sync At Kingsland Ranch	5,175,588	2,186,729	2,988,859	2,988,859	12/31/2017	4,897,640	2,141,302	2,756,338	2,756,338	12/31/2016	4,525,625	1,623,693
41	Fixed		1	Palazzo	4,167,929	1,965,537	2,202,392	2,130,992	12/31/2017	4,128,119	1,939,748	2,188,371	2,116,971	12/31/2016	3,964,738	1,855,701
42	Fixed		1	Morning Run Apartment Homes (Third Lien)	3,781,509	1,360,001	2,421,509	2,421,509	12/31/2017	3,660,534	1,323,297	2,337,297	2,337,297	12/31/2016	3,472,911	1,364,092
43	Fixed		1	Golf Villas At Oro Valley	1,442,175	628,663	813,512	813,512	12/31/2017	1,460,079	659,472	1,460,079	1,460,079	12/31/2016	1,443,387	544,937
44	Fixed		1	Village At Westmeadow	3,073,517	940,609	2,132,908	1,815,356	12/31/2017	2,971,977	947,569	2,024,408	1,570,040	12/31/2016	2,719,940	886,384
45	Fixed		1	Coventry At Cityview Supplemental	5,518,327	3,015,320	2,503,007	2,503,007	12/31/2017	5,387,765	2,858,538	2,529,227	2,529,227	12/31/2016	5,053,898	2,671,717
46	Fixed		1	Vista Grande Apartments	3,426,823	1,510,908	1,915,915	1,847,911	12/31/2017	3,273,435	1,501,170	1,772,265	1,704,261	12/31/2016	3,182,944	1,468,368
47	Fixed		1	160 West 71st Street Apartments	9,654,491	3,588,637	6,065,854	5,765,854	12/31/2017	9,556,422	3,353,330	6,203,092	5,853,330	12/31/2016	9,405,891	4,056,361
48	Fixed		1	Eagles South Apartments	3,285,154	2,041,952	1,243,202	2,043,202	12/31/2017	3,210,377	1,244,329	1,966,048	1,966,048	12/31/2016	3,101,278	1,257,238
49	Fixed		1	The Club At Oak Creek Apartments	2,291,660	1,004,627	1,287,033	1,287,033	12/31/2017	2,258,806	974,881	1,283,925	1,283,925	12/31/2016	2,118,188	939,273
50	Fixed		1	Ironwood At Palmer Park	2,774,734	1,016,618	1,758,116	1,749,924	12/31/2017	2,712,953	980,826	1,732,127	1,732,127	12/31/2016	2,524,140	884,004
51	Fixed		1	Hawthorne Northside (Third Lien)	2,440,862	982,014	1,460,852	1,460,852	12/31/2017	2,398,705	956,504	1,442,201	1,442,201	12/31/2016	2,257,224	902,423
52	Fixed		1	Village Club Of Bloomington	4,067,436	1,990,252	2,077,184	2,077,184	12/31/2017	3,994,703	1,905,792	2,088,911	2,088,911	12/31/2016	3,728,288	1,707,082
53	Fixed		1	Arden Villas	5,350,180	2,106,201	3,243,979	3,243,979	12/31/2017	5,222,011	2,175,935	3,046,076	3,046,076	12/31/2016	4,858,573	2,008,479
54	Fixed		1	Independence Plaza Apartments	2,049,127	603,695	1,445,431									

**FREM 2018-KJ22
Exhibit A-1**

Loan No. / Property No.	Loan Group	Footnotes	Number of Properties	Property Name	3rd Most Recent NOI	3rd Most Recent NCF	Lien Position	Title Vesting (Fee/Leasehold/Both)	Ground Lease Maturity Date	Cash Management (Description or N/A)	Engineering Escrow/Deferred Maintenance ⁽¹⁰⁾	Tax Escrow (Initial) ⁽¹⁰⁾	Tax Escrow (Monthly) ⁽¹¹⁾	Insurance Escrow (Initial) ⁽¹⁰⁾	Insurance Escrow (Monthly) ⁽¹¹⁾	
2	Fixed		1	Boulders At Puget Sound (Fourth Lien)	6,533,304	6,515,484	Fourth Mortgage	Fee Simple	N/A	N/A	539,438	N/A	N/A	N/A	N/A	
2	Fixed		1	Halstead Danvers	6,437,455	6,306,689	Second Mortgage	Fee Simple	N/A	N/A	N/A	13,125	N/A	N/A	N/A	N/A
3	Fixed		1	Residences At Arlington Heights (Third Lien)	7,219,069	7,219,069	Third Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	Fixed		1	Boulder Crossroads Apartments	2,219,203	1,202,295	Second Mortgage	Fee Simple	N/A	N/A	116,194	N/A	N/A	N/A	N/A	N/A
5	Fixed		1	Columbia Trails Apartments	2,598,832	2,508,280	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6	Fixed	(14)	1	Skyview On The Hudson	3,747,706	2,488,806	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	Fixed	(14)	1	Skyview On The Hudson (Third Lien)	3,747,706	2,488,806	Third Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	Fixed		1	Westbury Apartments	2,529,110	2,529,110	Second Mortgage	Fee Simple	N/A	N/A	N/A	60,663	N/A	N/A	N/A	N/A
9	Fixed		1	The Oaks Of Woodland Park	3,047,906	3,047,906	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	Fixed		1	Spring Lake Apartment Homes (Third Lien)	2,185,178	2,185,178	Third Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	Fixed		1	Northampton Apartments	7,039,318	7,039,318	Second Mortgage	Fee Simple	N/A	N/A	50,250	N/A	N/A	15,979	8,818	
12	Fixed		1	The Residences At Stevens Pond	5,728,883	3,084,289	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	Fixed		1	Waterfield Court	4,201,409	4,201,409	Second Mortgage	Fee Simple	N/A	N/A	134,063	N/A	N/A	N/A	N/A	N/A
14	Fixed		1	Village Club Of Southgate	2,512,763	1,768,258	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15	Fixed		1	Signal Pointe Apartments	2,918,836	2,520,497	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	Fixed		1	Aravada Village	2,314,218	2,053,664	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17	Fixed		1	Columns At Peachtree Corners	1,356,926	1,157,287	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18	Fixed		1	Lakeview Towers (Third Lien)	3,155,134	2,368,872	Third Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
19	Fixed		1	Landmark At Banyan Bay	3,089,731	1,525,761	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
20	Floating		1	Jasmine Woodlands (Third lien)	3,228,883	3,096,926	Third Mortgage	Fee Simple	N/A	N/A	43,875	N/A	N/A	N/A	N/A	N/A
21	Fixed		1	Fountainhead	6,188,029	6,062,431	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
22	Fixed		1	Villas At Mountain Vista Ranch	1,837,453	1,562,856	Second Mortgage	Fee Simple	N/A	N/A	34,025	N/A	N/A	N/A	N/A	N/A
23	Fixed		1	Briar Cove Apartments	2,778,158	2,150,235	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
24	Fixed		1	The Wyatt At Presidio Junction	2,304,349	2,304,349	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
25	Fixed		1	Village Club On Franklin	1,633,029	1,333,760	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
26	Fixed		1	Woodlands Of Arlington	845,986	845,986	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
27	Fixed		1	Fountain Park Apartments	1,592,497	1,018,880	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
28	Fixed		1	City Gate Apartment Homes	3,084,805	2,974,565	Second Mortgage	Fee Simple	N/A	N/A	113,582	N/A	N/A	N/A	N/A	N/A
29	Fixed		1	8500 Harwood	3,623,168	3,623,168	Second Mortgage	Fee Simple	N/A	N/A	39,125	N/A	N/A	N/A	N/A	N/A
30	Fixed		1	Metro Park Apartment Homes	1,230,512	1,230,512	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
31	Floating		1	River Oaks (Third Lien)	2,295,707	2,295,707	Third Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32	Fixed		1	New Brookside Apartments	1,402,674	1,215,147	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
33	Fixed		1	Brookstone At Edgewater	1,995,527	1,995,527	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	6,349	3,072	
34	Fixed		1	Autumn Ranch On Swenson Farms	2,310,782	2,310,782	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
35	Floating		1	Lennox Flats Supplemental (Fourth Lien)	1,610,037	1,610,037	Fourth Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
36	Floating		1	Lennox Flats (Third Lien)	1,610,037	1,610,037	Third Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
37	Fixed		1	Twin Creeks Apartments	2,175,809	1,641,774	Second Mortgage	Fee Simple	N/A	N/A	29,094	N/A	N/A	N/A	N/A	N/A
38	Fixed		1	Pier Village Phase II	2,421,398	2,421,398	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
39	Fixed		1	Parc Station (Third Lien)	1,686,418	1,686,418	Third Mortgage	Fee Simple	N/A	N/A	50,000	N/A	N/A	N/A	N/A	N/A
40	Fixed		1	Sync At Kingsland Ranch	2,531,332	2,531,332	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
41	Fixed		1	Palazzo	2,109,037	2,109,037	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
42	Fixed		1	Morning Run Apartment Homes (Third Lien)	2,108,619	2,108,619	Third Mortgage	Fee Simple	N/A	N/A	N/A	126,168	N/A	N/A	N/A	N/A
43	Fixed		1	Golf Villas At Oro Valley	2,039,050	1,537,479	Second Mortgage	Fee Simple	N/A	N/A	N/A	100,000	N/A	N/A	N/A	N/A
44	Fixed		1	Village At Westmeadow	1,833,556	1,144,275	Second Mortgage	Fee Simple	N/A	N/A	30,000	N/A	N/A	N/A	N/A	N/A
45	Fixed		1	Coventry At Cityview Supplemental	2,382,181	2,382,181	Second Mortgage	Fee Simple	N/A	N/A	999,296	N/A	N/A	N/A	N/A	N/A
46	Fixed		1	Vista Grande Apartments	1,714,576	1,083,924	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
47	Fixed		1	160 West 71st Street Apartments	3,349,530	3,349,530	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
48	Fixed		1	Eagles South Apartments	1,844,041	1,844,041	Second Mortgage	Fee Simple	N/A	N/A	149,875	N/A	N/A	N/A	N/A	N/A
49	Fixed		1	The Club At Oak Creek Apartments	1,178,915	1,178,915	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
50	Fixed		1	Ironwood At Palmer Park	1,640,100	1,640,100	Second Mortgage	Fee Simple	N/A	N/A	68,750	N/A	N/A	N/A	N/A	N/A
51	Fixed		1	Hawthorne Northside (Third Lien)	1,354,801	1,354,801	Third Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
52	Fixed		1	Village Club Of Bloomington	1,958,216	1,958,216	Second Mortgage	Fee Simple	N/A	N/A	31,250	N/A	N/A	N/A	N/A	N/A
53	Fixed		1	Arden Villas	2,850,094	2,850,094	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
54	Fixed		1	Independence Plaza Apartments	1,266,153	1,266,153	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
55	Fixed		1	The Paramount (Third Lien)	1,508,307	1,508,307	Third Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
56	Fixed		1	Autumn Cove Apartments (Fka Bridgewater)	1,570,151	433,947	Second Mortgage	Fee Simple	N/A	N/A	54,219	N/A	N/A	N/A	N/A	N/A
57	Fixed		1	Pavilions At Deer Chase	1,659,942	1,659,942	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
58	Fixed		1	Sage Apartments	2,151,495	2,151,495	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
59	Fixed		1	Rosewood Apartments (Third Lien)	845,825	845,825	Third Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
60	Fixed		1	Aravada Green	934,237	934,237	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
61	Fixed		1	Meadow Ridge Apartments (Third Lien)	1,822,317	1,511,066	Third Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
62	Fixed		1	Woodland Ridge	1,524,378	1,524,378	Second Mortgage	Fee Simple	N/A	N/A	72,194	N/A	N/A	N/A	N/A	N/A
63	Fixed		1	Republic Park Vista	1,815,970	1,699,190	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
64	Fixed		1	Pine Ridge Apartments	1,040,319	1,040,319	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
65	Fixed		1	Shoreside Village	1,035,615	1,035,615	Second Mortgage	Fee Simple	N/A	N/A	73,269	N/A	N/A	N/A	N/A	N/A
66	Fixed		1	The Fairways At Peachtree City	1,286,142	1,286,142	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
67	Fixed		1	Timberwood Commons	2,645,090	2,357,102	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	11,161	N/A	N/A	N/A
68	Fixed		1	Castle Club Apartments	1,129,233	1,129,233	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
69	Fixed		1	Weymouth Place	1,957,532	1,957,532	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
70	Fixed		1	Cityparc At Keller	2,247,895	2,247,895	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
71	Fixed		1	The Thompson	1,681,003	1,681,003	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
72	Fixed		1	The Paseos At Magnolia	2,070,810	2,052,083	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
73	Fixed	(15)	1	Grandmarc At Austin (Third Lien)	2,355,113	1,930,113	Third Mortgage	Leasehold	12/31/209	N/A	N/A	N/A	N/A	N/A	N/A	N/A
74	Fixed		1	Sherwood Glen Apartments	884,503	884,503	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
75	Fixed		1	Griffs At Lowry	1,841,387	1,841,387	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
76	Fixed		1	Cantera Apartments	3,081,144	3,081,144	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
77	Fixed	(16)	1	Royal Gardens	2,378,841	2,266,341	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
78	Fixed		1	Prairie Walk Apartments	572,135	517,735	Second Mortgage	Fee Simple	N/A	N/A	36,777	N/A	N/A	N/A	N/A	N/A
79	Fixed		1	Ann Arbor City Apartments	2,223,863	2,223,863	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	Fixed		1	Millford Commons I And II	562,837	474,087	Second Mortgage	Fee Simple	N/A	N/A	25,750	N/A	N/A	N/A	N/A	N/A
81	Fixed		1	Sterling Vinings (Fka The Arbors)	634,929	634,929	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
82	Fixed		1	Broadview And Woodliffe Manor Apartment	3,130,116	3,074,550	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
83	Fixed		1	Rock Springs Apartments	719,763	650,668	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
84	Fixed		1	Kenseland Crest Apartments	2,248,120	2,248,120	Second Mortgage	Fee Simple	N/A	N/A	N/A	42,938	N/A	N/A	N/A	N/A
85	Fixed		1	Villa Serena Apartments (Third Lien)	662,636	622,496	Third Mortgage	Fee Simple	N/A	N/A	39,688	N/A	N/A	N/A	N/A	N/A
86	Fixed		1	Ranch At Rollingbrook Apartments	906,033	906,033	Second Mortgage	Fee Simple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**FREM 2018-KJ22
Exhibit A-1**

Loan No. / Property No.	Loan Group	Footnotes	Number of Properties	Property Name	Replacement Reserve (Initial) ⁽¹⁰⁾	Replacement Reserve (Monthly) ⁽¹¹⁾	Replacement Reserve - Contractual - Cap (\$ or N/A)	Interest Rate Cap Reserve (Initial) ⁽¹⁵⁾	Reserve - Contractual Payment (\$ or N/A)	Other Escrow (Initial) ⁽¹⁶⁾	Other Escrow (Monthly)	Other Escrow Reserve	Description ⁽¹²⁾	Springing Reserve Type ⁽¹¹⁾
2	Fixed		1	Boulders At Puget Sound (Fourth Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3	Fixed		1	Halstead Danvers	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	Fixed		1	Residences At Arlington Heights (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	Fixed		1	Boulder Crossroads Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6	Fixed	(14)	1	Columbia Trails Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7	Fixed	(14)	1	Skyview On The Hudson	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8	Fixed		1	Skyview On The Hudson (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	Fixed		1	Westbury Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	Fixed		1	The Oaks Of Woodland Park	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	Fixed		1	Spring Lake Apartment Homes (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
12	Fixed		1	Northampton Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13	Fixed		1	The Residences At Stevens Pond	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
14	Fixed		1	Waterfield Court	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15	Fixed		1	Village Club Of Southgate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	Fixed		1	Signal Pointe Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17	Fixed		1	Arvada Village	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18	Fixed		1	Columns At Peachtree Corners	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
19	Fixed		1	Lakeview Towers (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
20	Fixed		1	Landmark At Banyan Bay	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
21	Floating		1	Jasmine Woodlands (Third lien)	N/A	N/A	N/A	N/A	2,126	N/A	N/A	N/A	N/A	N/A
22	Fixed		1	Fountainhead	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
23	Fixed		1	Villas At Mountain Vista Ranch	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
24	Fixed		1	Briar Cove Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
25	Fixed		1	The Wyatt At Presidio Junction	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
26	Fixed		1	Village Club On Franklin	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
27	Fixed		1	Woodlands Of Arlington	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
28	Fixed		1	Fountain Park Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
29	Fixed		1	City Gate Apartment Homes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
30	Fixed		1	8500 Harwood	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
31	Floating		1	Metro Park Apartment Homes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32	Fixed		1	River Oaks (Third Lien)	N/A	N/A	N/A	N/A	2,387	N/A	N/A	N/A	N/A	N/A
33	Fixed		1	New Brookside Apartments	N/A	N/A	N/A	N/A	N/A	70,063	N/A	N/A	Green Improvements Reserve	N/A
34	Fixed		1	Brookstone At Edgewater	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
35	Floating		1	Autumn Ranch On Swenson Farms	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
36	Floating		1	Lennox Flats Supplemental (Fourth Lien)	N/A	N/A	N/A	N/A	434	N/A	N/A	N/A	N/A	N/A
37	Fixed		1	Lennox Flats (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
38	Fixed		1	Twin Creeks Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
39	Fixed		1	Pier Village Phase II	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
40	Fixed		1	Parc Station (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
41	Fixed		1	Sync At Kingsland Ranch	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
42	Fixed		1	Palazzo	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
43	Fixed		1	Morning Run Apartment Homes (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
44	Fixed		1	Golf Villas At Oro Valley	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
45	Fixed		1	Village At Westmeadow	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
46	Fixed		1	Coventry At Cityview Supplemental	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
47	Fixed		1	Vista Grande Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
48	Fixed		1	160 West 71st Street Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
49	Fixed		1	Eagles South Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
50	Fixed		1	The Club At Oak Creek Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
51	Fixed		1	Ironwood At Palmer Park	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
52	Fixed		1	Hawthorne Northside (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
53	Fixed		1	Village Club Of Bloomington	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
54	Fixed		1	Arden Villas	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
55	Fixed		1	Independence Plaza Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
56	Fixed		1	The Paramount (Third lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
57	Fixed		1	Autumn Cove Apartments (Fka Bridgewater)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
58	Fixed		1	Pavilions At Deer Chase	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
59	Fixed		1	Sage Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
60	Fixed		1	Rosewood Apartments (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
61	Fixed		1	Arvada Green	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
62	Fixed		1	Meadow Ridge Apartments (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
63	Fixed		1	Woodland Ridge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
64	Fixed		1	Republic Park Vista	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
65	Fixed		1	Pine Ridge Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
66	Fixed		1	Shoreside Village	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
67	Fixed		1	The Fairways At Peachtree City	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
68	Fixed		1	Timberwood Commons	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
69	Fixed		1	Castle Club Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
70	Fixed		1	Weymouth Place	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
71	Fixed		1	Cityparc At Keller	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
72	Fixed		1	The Thompson	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
73	Fixed	(15)	1	The Paseos At Magnolia	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
74	Fixed		1	Grandmarc At Austin (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
75	Fixed		1	Sherwood Glen Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
76	Fixed		1	Griffs At Lowry	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
77	Fixed	(16)	1	Cantera Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
78	Fixed		1	Royal Gardens	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
79	Fixed		1	Prairie Walk Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
80	Fixed		1	Ann Arbor City Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
81	Fixed		1	Milford Commons I And II	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
82	Fixed		1	Sterling Vinings (Fka The Arbors)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
83	Fixed		1	Broadview And Woodliffe Manor Apartment	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
84	Fixed		1	Rock Springs Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
85	Fixed		1	Keeneland Crest Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
86	Fixed		1	Villa Serena Apartments (Third Lien)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
87	Fixed		1	Ranch At Rollingbrook Apartments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**FREM 2018-KJ22
Exhibit A-1**

Loan No. / Property No.	Loan Group	Footnotes	Number of Properties	Property Name	Springing Reserve Amount	Seismic Insurance if PML >= 20% (Yes/No)	Green Advantage ⁽¹²⁾	Monthly Rent Per Unit	Additional Financing In Place (existing) (Yes/No)	Additional Financing Amount (existing)	Additional Financing Description (existing)	Future Supplemental Financing (Yes/No)
1	Fixed		1	Boulders At Pugal Sound (Fourth Lien)	N/A	No	N/A	1,245	Yes	51,552,887; 18,739,685; 6,842,663	First Lien; Second Lien, Third Lien	Yes
2	Fixed		1	Halstead Danvers	N/A	No	N/A	2,224	Yes	70,500,000	First Lien	Yes
3	Fixed		1	Residences At Arlington Heights (Third Lien)	N/A	No	N/A	1,115	Yes	65,130,000; 22,119,263	First Lien; Second Lien	Yes
4	Fixed		1	Boulder Crossroads Apartments	N/A	No	N/A	1,202	Yes	19,343,908	First Lien	Yes
5	Fixed		1	Columbia Trails Apartments	N/A	No	N/A	1,377	Yes	20,300,000	First Lien	Yes
6	Fixed	(14)	1	Skyview On The Hudson	N/A	No	N/A	1,033	Yes	48,264,537; 3,973,958	First Lien; Third Lien	Yes
7	Fixed	(14)	1	Skyview On The Hudson (Third Lien)	N/A	No	N/A	1,033	Yes	48,264,537; 9,000,000	First Lien; Second Lien	Yes
8	Fixed		1	Westbury Apartments	N/A	No	N/A	1,210	Yes	19,855,163	First Lien	Yes
9	Fixed		1	The Oaks Of Woodland Park	N/A	No	N/A	1,109	Yes	24,083,364	First Lien	Yes
10	Fixed		1	Spring Lake Apartment Homes (Third Lien)	N/A	No	N/A	933	Yes	11,055,964; 4,693,097	First Lien; Second Lien	Yes
11	Fixed		1	Northampton Apartments	N/A	No	N/A	1,517	Yes	66,545,493	First Lien	Yes
12	Fixed		1	The Residences At Stevens Pond	N/A	No	N/A	2,246	Yes	75,618,000	First Lien	Yes
13	Fixed		1	Waterfield Court	N/A	No	N/A	1,165	Yes	46,400,000	First Lien	Yes
14	Fixed		1	Village Club Of Southgate	N/A	No	N/A	1,343	Yes	16,325,072	First Lien	Yes
15	Fixed		1	Signal Pointe Apartments	N/A	No	N/A	1,146	Yes	30,925,000	First Lien	Yes
16	Fixed		1	Arvada Village	N/A	No	N/A	1,157	Yes	18,750,000	First Lien	Yes
17	Fixed		1	Columns At Peachtree Corners	N/A	No	N/A	928	Yes	8,400,000	First Lien	Yes
18	Fixed		1	Lakeview Towers (Third Lien)	N/A	No	N/A	1,311	Yes	22,570,356; 5,626,370	First Lien; Second Lien	Yes
19	Fixed		1	Landmark At Banyan Bay	N/A	No	N/A	844	Yes	18,873,341	First Lien	Yes
20	Floating		1	Jasmine Woodlands (Third lien)	N/A	No	N/A	952	Yes	24,417,038; 9,456,709	First Lien; Second Lien	Yes
21	Fixed		1	Fountainhead	N/A	No	N/A	1,679	Yes	63,976,922	First Lien	Yes
22	Fixed		1	Villas At Mountain Vista Ranch	N/A	No	N/A	1,074	Yes	17,230,228	First Lien	Yes
23	Fixed		1	Briar Cove Apartments	N/A	No	N/A	1,428	Yes	21,076,542	First Lien	Yes
24	Fixed		1	The Wyatt At Presidio Junction	N/A	No	N/A	1,064	Yes	19,794,189	First Lien	Yes
25	Fixed		1	Village Club On Franklin	N/A	No	N/A	1,692	Yes	10,784,378	First Lien	Yes
26	Fixed		1	Woodlands Of Arlington	N/A	No	N/A	989	Yes	6,688,967	First Lien	Yes
27	Fixed		1	Fountain Park Apartments	N/A	No	N/A	1,125	Yes	10,133,085	First Lien	Yes
28	Fixed		1	City Gate Apartment Homes	N/A	No	N/A	1,576	Yes	33,000,000	First Lien	Yes
29	Fixed		1	8500 Harwood	N/A	No	N/A	819	Yes	37,050,000	First Lien	Yes
30	Fixed		1	Metro Park Apartment Homes	N/A	No	N/A	1,862	Yes	11,311,981	First Lien	Yes
31	Floating		1	River Oaks (Third Lien)	N/A	No	N/A	1,203	Yes	18,852,830; 3,599,261	First Lien; Second Lien	Yes
32	Fixed		1	New Brookside Apartments	N/A	No	Green Up	1,577	Yes	12,000,000	First Lien	Yes
33	Fixed		1	Brookstone At Edgewater	N/A	No	N/A	1,775	Yes	18,965,281	First Lien	Yes
34	Fixed		1	Autumn Ranch On Swenson Farms	N/A	No	N/A	1,168	Yes	21,989,019	First Lien	Yes
35	Floating		1	Lennox Flats Supplemental (Fourth Lien)	N/A	No	N/A	1,211	Yes	13,034,136; 1,223,543; 2,103,389	First Lien; Second Lien, Third Lien	Yes
36	Floating		1	Lennox Flats (Third Lien)	N/A	No	N/A	1,211	Yes	13,034,136; 1,223,543; 2,736,574	First Lien; Second Lien, Fourth Lien	Yes
37	Fixed		1	Twin Creeks Apartments	N/A	No	N/A	1,368	Yes	11,000,000	First Lien	Yes
38	Fixed		1	Pier Village Phase II	N/A	No	N/A	2,124	Yes	29,173,219	First Lien	Yes
39	Fixed		1	Parc Station (Third Lien)	N/A	No	N/A	1,474	Yes	9,463,800; 5,545,987	First Lien; Second Lien	Yes
40	Fixed		1	Sync At Kingsland Ranch	N/A	No	N/A	1,063	Yes	29,147,449	First Lien	Yes
41	Fixed		1	Palazzo	N/A	No	N/A	1,156	Yes	20,549,306	First Lien	Yes
42	Fixed		1	Morning Run Apartment Homes (Third Lien)	N/A	No	N/A	1,356	Yes	18,974,329; 3,582,858	First Lien; Second Lien	Yes
43	Fixed		1	Golf Villas At Oro Valley	N/A	No	N/A	1,109	Yes	22,234,642	First Lien	Yes
44	Fixed		1	Village At Westmeadow	N/A	No	N/A	1,219	Yes	18,905,000	First Lien	Yes
45	Fixed		1	Coventry At Cityview Supplemental	N/A	No	N/A	1,199	Yes	22,405,950	First Lien	Yes
46	Fixed		1	Vista Grande Apartments	N/A	No	N/A	1,045	Yes	16,895,369	First Lien	Yes
47	Fixed		1	160 West 71st Street Apartments	N/A	No	N/A	2,272	Yes	8,000,000	First Lien	Yes
48	Fixed		1	Eagles South Apartments	N/A	No	N/A	524	Yes	15,427,158	First Lien	Yes
49	Fixed		1	The Club At Oak Creek Apartments	N/A	No	N/A	646	Yes	10,080,390	First Lien	Yes
50	Fixed		1	Ironwood At Palmer Park	N/A	No	N/A	1,136	Yes	18,000,000	First Lien	Yes
51	Fixed		1	Hawthorne Northside (Third Lien)	N/A	No	N/A	1,235	Yes	10,055,145; 2,960,159	First Lien; Second Lien	Yes
52	Fixed		1	Village Club Of Bloomington	N/A	No	N/A	1,084	Yes	18,770,375	First Lien	Yes
53	Fixed		1	Arden Villas	N/A	No	N/A	1,282	Yes	33,208,290	First Lien	Yes
54	Fixed		1	Independence Plaza Apartments	N/A	No	N/A	1,733	Yes	9,900,000	First Lien	Yes
55	Fixed		1	The Paramont (Third Lien)	N/A	No	N/A	962	Yes	9,975,000; 3,839,850	First Lien; Second Lien	Yes
56	Fixed		1	Autumn Cove Apartments (Fka Bridgewater)	N/A	No	N/A	969	Yes	16,267,029	First Lien	Yes
57	Fixed		1	Pavilions At Deer Chase	N/A	No	N/A	1,422	Yes	17,942,634	First Lien	Yes
58	Fixed		1	Sage Apartments	N/A	No	N/A	1,061	Yes	24,421,478	First Lien	Yes
59	Fixed		1	Rosewood Apartments (Third Lien)	N/A	No	N/A	892	Yes	5,174,495; 1,854,499	First Lien; Second Lien	Yes
60	Fixed		1	Arvada Green	N/A	No	N/A	1,188	Yes	7,725,000	First Lien	Yes
61	Fixed		1	Meadow Ridge Apartments (Third Lien)	N/A	No	N/A	875	Yes	12,186,291; 4,817,192	First Lien; Second Lien	Yes
62	Fixed		1	Woodland Ridge	N/A	No	Green Up	855	Yes	13,550,887	First Lien	Yes
63	Fixed		1	Republic Park Vista	N/A	No	N/A	1,173	Yes	21,995,640	First Lien	Yes
64	Fixed		1	Pine Ridge Apartments	N/A	No	N/A	624	Yes	9,757,105	First Lien	Yes
65	Fixed		1	Shoreside Village	N/A	No	N/A	1,013	Yes	7,990,623	First Lien	Yes
66	Fixed		1	The Fairways At Peachtree City	N/A	No	N/A	1,255	Yes	13,304,090	First Lien	Yes
67	Fixed		1	Timberwood Commons	N/A	Yes	N/A	1,716	Yes	32,830,674	First Lien	Yes
68	Fixed		1	Castle Club Apartments	N/A	No	N/A	1,073	Yes	10,748,137	First Lien	Yes
69	Fixed		1	Weymouth Place	N/A	Yes	N/A	1,513	Yes	20,809,954	First Lien	Yes
70	Fixed		1	Cityparc At Keller	N/A	No	N/A	1,162	Yes	24,150,000	First Lien	Yes
71	Fixed		1	The Thompson	N/A	No	N/A	604	Yes	21,562,000	First Lien	Yes
72	Fixed		1	The Paseos At Magnolia	N/A	No	N/A	1,662	Yes	24,311,334	First Lien	Yes
73	Fixed		1	Grandmarc At Austin (Third Lien)	N/A	No	N/A	1,214	Yes	12,838,058; 3,368,788	First Lien; Second Lien	Yes
74	Fixed	(15)	1	Sherwood Glen Apartments	N/A	No	N/A	787	Yes	6,972,060	First Lien	Yes
75	Fixed		1	Griffs At Lowry	N/A	No	N/A	1,672	Yes	19,950,779	First Lien	Yes
76	Fixed		1	Cantera Apartments	N/A	No	N/A	1,400	Yes	27,372,256	First Lien	Yes
77	Fixed	(16)	1	Royal Gardens	N/A	No	N/A	1,272	Yes	22,805,226	First Lien	Yes
78	Fixed		1	Prairie Walk Apartments	N/A	Yes	N/A	708	Yes	5,161,313	First Lien	Yes
79	Fixed		1	Ann Arbor City Apartments	N/A	No	N/A	2,143	Yes	24,900,172	First Lien	Yes
80	Fixed		1	Milford Commons I And II	N/A	No	N/A	743	Yes	3,155,098	First Lien	Yes
81	Fixed		1	Sterling Vinings (Fka The Arbors)	N/A	No	N/A	1,063	Yes	5,212,596	First Lien	Yes
82	Fixed		1	Broadview And Woodliffe Manor Apartment	N/A	No	N/A	1,062	Yes	32,630,000	First Lien	Yes
83	Fixed		1	Rock Springs Apartments	N/A	No	N/A	902	Yes	7,962,073	First Lien	Yes
84	Fixed		1	Keeneland Crest Apartments	N/A	No	N/A	952	Yes	22,000,000	First Lien	Yes
85	Fixed		1	Villa Serena Apartments (Third Lien)	N/A	No	N/A	769	Yes	4,824,329; 1,317,411	First Lien; Second Lien	Yes
86	Fixed		1	Ranch At Rollingbrook Apartments	N/A	No	N/A	740	Yes	2,773,289	First Lien	Yes

FREMF 2018-KJ22
Exhibit A-1

Loan No. / Property No.	Loan Group	Footnotes	Number of Properties	Property Name	Future Supplemental Financing Description	Senior Loan Securitization ⁽¹³⁾
1	Fixed		1	Boulders At Puget Sound (Fourth Lien)	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x	K036
2	Fixed		1	Halstead Danvers	(i) Max combined LTV of 65.0% (ii) Min combined DSCR of 1.25x	K717
3	Fixed		1	Residences At Arlington Heights (Third Lien)	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x	K040
4	Fixed		1	Boulder Crossroads Apartments	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x	K040
5	Fixed		1	Columbia Trails Apartments	(i) Max combined LTV of 59.0% (ii) Min combined DSCR of 1.25x	K036
6	Fixed	(14)	1	Skyview On The Hudson	(i) Max combined LTV of 17.0% (ii) Min combined DSCR of 1.25x	K032
7	Fixed	(14)	1	Skyview On The Hudson (Third Lien)	(i) Max combined LTV of 17.0% (ii) Min combined DSCR of 1.25x	K032
8	Fixed		1	Westbury Apartments	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K030
9	Fixed		1	The Oaks Of Woodland Park	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x	K031
10	Fixed		1	Spring Lake Apartment Homes (Third Lien)	(i) Max combined LTV of 68.0% (ii) Min combined DSCR of 1.25x	K037
11	Fixed		1	Northampton Apartments	(i) Max combined LTV of 70.0% (ii) Min combined DSCR of 1.25x	K714
12	Fixed		1	The Residences At Stevens Pond	(i) Max combined LTV of 79.0% (ii) Min combined DSCR of 1.25x	K041
13	Fixed		1	Waterfield Court	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x	K041
14	Fixed		1	Village Club Of Southgate	(i) Max combined LTV of 77.0% (ii) Min combined DSCR of 1.25x	K033
15	Fixed		1	Signal Pointe Apartments	(i) Max combined LTV of 76.0% (ii) Min combined DSCR of 1.25x	K041
16	Fixed		1	Anvada Village	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K039
17	Fixed		1	Columns At Peachtree Corners	(i) Max combined LTV of 65.0% (ii) Min combined DSCR of 1.25x	K039
18	Fixed		1	Lakeview Towers (Third Lien)	(i) Max combined LTV of 72.0% (ii) Min combined DSCR of 1.25x	K036
19	Fixed		1	Landmark At Banyan Bay	(i) Max combined LTV of 70.0% (ii) Min combined DSCR of 1.25x	K716
20	Floating		1	Jasmine Woodlands (Third lien)	(i) Max combined LTV of 78.0% (ii) Min combined DSCR of 1.25x	K033
21	Fixed		1	Fountainhead	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x	K716
22	Fixed		1	Villas At Mountain Vista Ranch	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K033
23	Fixed		1	Briar Cove Apartments	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K034
24	Fixed		1	The Wyatt At Presidio Junction	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K031
25	Fixed		1	Village Club On Franklin	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K031
26	Fixed		1	Woodlands Of Arlington	(i) Max combined LTV of 67.0% (ii) Min combined DSCR of 1.25x	K038
27	Fixed		1	Fountain Park Apartments	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K031
28	Fixed		1	City Gate Apartment Homes	(i) Max combined LTV of 64.0% (ii) Min combined DSCR of 1.25x	K716
29	Fixed		1	8500 Harwood	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K040
30	Fixed		1	Metro Park Apartment Homes	(i) Max combined LTV of 70.0% (ii) Min combined DSCR of 1.25x	K040
31	Floating		1	River Oaks (Third Lien)	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K037
32	Fixed		1	New Brookside Apartments	(i) Max combined LTV of 65.0% (ii) Min combined DSCR of 1.25x	K040
33	Fixed		1	Brookstone At Edgewater	(i) Max combined LTV of 70.0% (ii) Min combined DSCR of 1.25x	K715
34	Fixed		1	Autumn Ranch On Swenson Farms	(i) Max combined LTV of 71.0% (ii) Min combined DSCR of 1.25x	K715
35	Floating		1	Lennox Flats Supplemental (Fourth Lien)	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x	K038
36	Floating		1	Lennox Flats (Third Lien)	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x	K038
37	Fixed		1	Twin Creeks Apartments	(i) Max combined LTV of 33.0% (ii) Min combined DSCR of 1.25x	K039
38	Fixed		1	Pier Village Phase II	(i) Max combined LTV of 77.0% (ii) Min combined DSCR of 1.25x	K714
39	Fixed		1	Parc Station (Third Lien)	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K039
40	Fixed		1	Sync At Kingsland Ranch	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K034
41	Fixed		1	Palazzo	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K716
42	Fixed		1	Morning Run Apartment Homes (Third Lien)	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K034
43	Fixed		1	Golf Villas At Oro Valley	(i) Max combined LTV of 69.0% (ii) Min combined DSCR of 1.25x	K033
44	Fixed		1	Village At Westmeadow	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K040
45	Fixed		1	Coventry At Cityview Supplemental	(i) Max combined LTV of 77.0% (ii) Min combined DSCR of 1.25x	K714
46	Fixed		1	Vista Grande Apartments	(i) Max combined LTV of 71.0% (ii) Min combined DSCR of 1.25x	K031
47	Fixed		1	160 West 71st Street Apartments	(i) Max combined LTV of 9.0% (ii) Min combined DSCR of 1.25x	K030
48	Fixed		1	Eagles South Apartments	(i) Max combined LTV of 77.0% (ii) Min combined DSCR of 1.25x	K716
49	Fixed		1	The Club At Oak Creek Apartments	(i) Max combined LTV of 77.0% (ii) Min combined DSCR of 1.25x	K041
50	Fixed		1	Ironwood At Palmer Park	(i) Max combined LTV of 78.0% (ii) Min combined DSCR of 1.25x	K041
51	Fixed		1	Hawthorne Northside (Third Lien)	(i) Max combined LTV of 79.0% (ii) Min combined DSCR of 1.25x	K035
52	Fixed		1	Village Club Of Bloomington	(i) Max combined LTV of 79.0% (ii) Min combined DSCR of 1.25x	K038
53	Fixed		1	Arden Villas	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x	K039
54	Fixed		1	Independence Plaza Apartments	(i) Max combined LTV of 60.0% (ii) Min combined DSCR of 1.25x	K030
55	Fixed		1	The Paramount (Third Lien)	(i) Max combined LTV of 74.0% (ii) Min combined DSCR of 1.25x	K040
56	Fixed		1	Autumn Cove Apartments (Fka Bridgewater)	(i) Max combined LTV of 72.0% (ii) Min combined DSCR of 1.25x	K031
57	Fixed		1	Pavilions At Deer Chase	(i) Max combined LTV of 77.0% (ii) Min combined DSCR of 1.25x	K039
58	Fixed		1	Sage Apartments	(i) Max combined LTV of 74.0% (ii) Min combined DSCR of 1.25x	K033
59	Fixed		1	Rosewood Apartments (Third Lien)	(i) Max combined LTV of 71.0% (ii) Min combined DSCR of 1.25x	K036
60	Fixed		1	Anvada Green	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K039
61	Fixed		1	Meadow Ridge Apartments (Third Lien)	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K038
62	Fixed		1	Woodland Ridge	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K038
63	Fixed		1	Republic Park Vista	(i) Max combined LTV of 74.0% (ii) Min combined DSCR of 1.25x	K033
64	Fixed		1	Pine Ridge Apartments	(i) Max combined LTV of 70.0% (ii) Min combined DSCR of 1.25x	K041
65	Fixed		1	Shoreside Village	(i) Max combined LTV of 73.0% (ii) Min combined DSCR of 1.25x	K715
66	Fixed		1	The Fairways At Peachtree City	(i) Max combined LTV of 74.0% (ii) Min combined DSCR of 1.25x	K717
67	Fixed		1	Timberwood Commons	(i) Max combined LTV of 79.0% (ii) Min combined DSCR of 1.25x	K040
68	Fixed		1	Castle Club Apartments	(i) Max combined LTV of 76.0% (ii) Min combined DSCR of 1.25x	K032
69	Fixed		1	Weymouth Place	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x	K716
70	Fixed		1	Cityparc At Keller	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K040
71	Fixed		1	The Thompson	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K041
72	Fixed		1	The Paseos At Magnolia	(i) Max combined LTV of 72.0% (ii) Min combined DSCR of 1.25x	K040
73	Fixed	(15)	1	Grandmarc At Austin (Third Lien)	(i) Max combined LTV of 60.0% (ii) Min combined DSCR of 1.25x	K715
74	Fixed		1	Sherwood Glen Apartments	(i) Max combined LTV of 73.0% (ii) Min combined DSCR of 1.25x	K039
75	Fixed		1	Griffs At Lowry	(i) Max combined LTV of 79.0% (ii) Min combined DSCR of 1.25x	K714
76	Fixed		1	Carlena Apartments	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K030
77	Fixed	(16)	1	Royal Gardens	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x	K041
78	Fixed		1	Prairie Walk Apartments	(i) Max combined LTV of 77.0% (ii) Min combined DSCR of 1.25x	K041
79	Fixed		1	Ann Arbor City Apartments	(i) Max combined LTV of 72.0% (ii) Min combined DSCR of 1.25x	K717
80	Fixed		1	Millford Commons I And II	(i) Max combined LTV of 60.0% (ii) Min combined DSCR of 1.25x	K040
81	Fixed		1	Sterling Vinings (Fka The Arbors)	(i) Max combined LTV of 75.0% (ii) Min combined DSCR of 1.25x	K038
82	Fixed		1	Broadview And Woodliffe Manor Apartment	(i) Max combined LTV of 65.0% (ii) Min combined DSCR of 1.25x	K039
83	Fixed		1	Rock Springs Apartments	(i) Max combined LTV of 74.0% (ii) Min combined DSCR of 1.25x	K040
84	Fixed		1	Kaensland Crest Apartments	(i) Max combined LTV of 74.0% (ii) Min combined DSCR of 1.25x	K041
85	Fixed		1	Villa Serena Apartments (Third Lien)	(i) Max combined LTV of 80.0% (ii) Min combined DSCR of 1.25x (iii) Annual EGI no less than 1,292,666 and NOI no less than 644,314	K717
86	Fixed		1	Ranch At Rollingbrook Apartments	(i) Max combined LTV of 53.0% (ii) Min combined DSCR of 1.25x	K038

Footnotes to Exhibit A-1

- (1) Low Income Units are affordable to families with incomes no greater than 80.0% of the area median income in multifamily rental properties. Very Low Income Units are affordable to families with incomes no greater than 50.0% of the area median income in multifamily rental properties.
- (2) All Underwritten Debt Service Coverage Ratio, Underwritten Debt Service Coverage Ratio (IO), Cut-off Date Loan-to-Value Ratio, Maturity Loan-to-Value Ratio and Cut-off Date Balance/Unit calculations include the related Senior Loans and Junior Loans. With respect to the underwritten debt service coverage ratios for the underlying mortgage loans with related Junior Loans, the calculations are based on the Underwritten Net Cash Flow at the time of origination of the most subordinate Junior Loan.

In addition, 1 group of underlying mortgage loans in the Fixed Loan Group, secured by the mortgaged real properties identified as "Skyview On The Hudson" and "Skyview On The Hudson (Third Lien)," consists of a second-lien loan and a third-lien loan that are secured by the same mortgaged real property and are cross-defaulted with a first-lien loan secured by same mortgaged real property and each other. In addition, 1 group of underlying mortgage loans in the Floating Loan Group, secured by the mortgaged real properties identified as "Lennox Flats (Third Lien)" and "Lennox Flats Supplemental (Fourth Lien)," consists of a third-lien loan and a fourth-lien loan that are secured by the same mortgaged real property and are cross-defaulted with a first-lien loan and a second-lien loan secured by same mortgaged real property and each other.

- (3) With respect to Loan Purpose, Supplemental refers to underlying mortgage loans originated as permitted subordinated mortgage debt (Future Supplemental Financing) that the borrowers under all of the underlying mortgage loans were permitted to incur generally beginning 12 months after the origination date of the related Senior Loan.
- (4) The related groups of underlying mortgage loans were made to the same borrower or borrowers under common ownership.

For discussion of the risks associated with related borrower underlying mortgage loans, see "*Risk Factors—Risks Related to the Underlying Mortgage Loans*" in this Information Circular.

- (5) The Administration Fee Rate includes the master servicing fee rate, the sub-servicing fee rate (including the securitization compensation fee portion of the sub-servicing fee rate), the trustee fee rate, the master servicer surveillance fee rate, the special servicer surveillance fee rate, the certificate administrator fee rate and the CREFC® Intellectual Property Royalty License Fee Rate applicable to each underlying mortgage loan.
- (6) All underlying mortgage loans accrue interest from the first day to the last day of the respective month prior to any scheduled payment date. With respect to underlying mortgage loans in the Floating Loan Group, for each interest accrual period, LIBOR is determined on the first day preceding the beginning of such interest accrual period for which LIBOR has been released by the IBA.
- (7) With respect to underlying mortgage loans in the Floating Loan Group, the LIBOR Cap Strike Price is the strike price per the LIBOR cap agreement that the respective borrower has pledged as collateral for the underlying mortgage loan. The LIBOR cap agreement requires the cap counterparty to make payments to the issuing entity upon the occurrence of an increase in LIBOR over the LIBOR Cap Strike Price. With respect to any underlying mortgage loan in the Floating Loan Group with increasing or decreasing LIBOR Cap Strike Prices over the term of LIBOR cap agreement, the highest LIBOR Cap Strike Price is shown and was used for all calculations.

With respect to the underlying mortgage loans in the Floating Loan Group where the existing interest rate cap agreement has a strike rate below the strike rate required by the related underlying mortgage loan agreement, the higher of (i) strike price required under the related underlying mortgage loan agreement and (ii) interest rate cap agreement strike rate is shown and was used for all calculations.

Footnotes to Exhibit A-1

- (8) With respect to underlying mortgage loans in the Floating Loan Group, Monthly Debt Service Amount (Amortizing) for amortizing underlying mortgage loans without an interest-only period is calculated based on the Cut-off Date Loan Amount, the Amortization Term (Remaining) and an assumed LIBOR of 2.25000%. Monthly Debt Service Amount (Amortizing) shown for full-term interest-only underlying mortgage loans is the Monthly Debt Service Amount (IO).

With respect to underlying mortgage loans in the Floating Loan Group, Monthly Debt Service Amount (Amortizing) shown for underlying mortgage loans with partial interest-only periods reflects such amount payable after expiration of the interest-only period and is calculated based on the Cut-off Date Loan Amount, the Amortization Term (Remaining) and an assumed LIBOR of 2.25000%.

With respect to underlying mortgage loans in the Floating Loan Group, First Monthly Payment to Trust for underlying mortgage loans that require payments of principal and interest as of the Cut-off Date is calculated based on the Cut-off Date Loan Amount, the Amortization Term (Remaining) and an actual LIBOR of 2.30688% as of October 31, 2018.

With respect to underlying mortgage loans in the Floating Loan Group, First Monthly Payment to Trust for underlying mortgage loans that require interest-only payments as of the Cut-off Date is calculated based on the Original Loan Amount, Accrual Basis of 30 days and an actual LIBOR of 2.30688% as of October 31, 2018.

With respect to the underlying mortgage loans in the Floating Loan Group, Monthly Debt Service Amount (at Cap) is calculated based on the Cut-off Date Loan Amount, the Amortization Term (Remaining) and LIBOR Cap Strike Price plus the Margin for amortizing and partial interest-only loans. Monthly Debt Service Amount (at Cap) is calculated based on the Cut-off Date Loan Amount, the LIBOR Cap Strike Price plus the Margin, and a 365-day year divided by 12 months for interest-only loans.

With respect to underlying mortgage loans in the Floating Loan Group, Monthly Debt Service Amount (IO) is calculated based on the Original Loan Amount, Accrual Basis divided by 12 months and an assumed LIBOR of 2.25000%.

- (9) Prepayment Provision is shown from the respective underlying mortgage loan origination date.

All of the underlying mortgage loan documents in the Floating Loan Group that have prepayment consideration periods during which voluntary principal prepayments must be accompanied by a static prepayment premium generally permit the borrower to prepay the entire related underlying mortgage loan without payment of a static prepayment premium, provided that such underlying mortgage loan is prepaid using the proceeds of certain types of Freddie Mac mortgage loans that are the subject of a binding purchase commitment between Freddie Mac and a Freddie Mac-approved "Program Plus" seller/servicer. The Prepayment Provision characteristic for these mortgage loans does not reflect this prepayment option.

- (10) Initial Escrow Balances are as of the related underlying mortgage loan origination date, not as of the Cut-off Date.
- (11) With respect to Tax Escrow (Monthly) and Insurance Escrow (Monthly), springing escrows commence upon (i) an event of default or (ii) the origination of a supplemental mortgage. With respect to Replacement Escrow (Monthly), springing Replacement Reserve (Monthly) commences upon (i) event of default, (ii) origination of supplemental mortgage, (iii) 120 months after the First Payment Date or (iv) certain other conditions of the underlying mortgage loan agreement, where applicable.

Footnotes to Exhibit A-1

- (12) Certain underlying mortgage loans identified on Exhibit A-1 as having a Green Improvements Reserve were underwritten in accordance with Freddie Mac's Green Up[®] or Green Up Plus[®] programs. Such underlying mortgage loans were underwritten assuming that the related borrower will make certain energy and/or water/sewer improvements to a mortgaged real property generally within two years after the origination of the related underlying mortgage loan. The lender typically escrows 125% of the cost to complete such capital improvements.
- (13) With respect to Senior Loan Securitization, the series name represents each securitization trust that holds the most senior related Senior Loan.
- (14) With respect to Other Escrow (Initial), for the underlying mortgage loans identified as "Skyview On The Hudson" and "Skyview On The Hudson (Third Lien)," the sponsor of the related borrower reported that the borrower has obtained a line of credit in the amount of \$3,708,517 from Amsterdam Restoration LLC (the "Vendor") made in connection with certain repairs that the Vendor is expected to complete at such mortgaged real property. The sponsor reported that the borrower was expected to deposit \$445,022 with the Vendor on June 1, 2018, and pay the balance of the contract in 41 equal, non-interest bearing payments of \$79,597 commencing on the first complete month after the commencement of the repairs.
- (15) With respect to Title Vesting (Fee/Leasehold), the underlying mortgage loan identified as "Grandmarc At Austin (Third Lien)" is secured by the leasehold interest of the related borrower in the mortgaged real property. The mortgaged real property is subject to a ground lease agreement dated November 4, 2010, between the borrower, as ground lessee, and The Most Reverend Joe S. Vasquez, Bishop of the Roman Catholic Diocese Of Austin, as ground lessor. The current fixed rent under the ground lease agreement is \$466,250 *per annum*, which is subject to periodic increases every 5 years pursuant to the terms of such ground lease. The ground lease agreement is scheduled to expire on December 31, 2109.
- (16) With respect to Other Escrow (Initial), for the underlying mortgage loan identified as "Royal Gardens," the related underlying mortgage loan documents provide that the borrower may deposit (i) a letter of credit in the initial amount of \$167,488 in lieu of making a cash deposit for certain insurance premiums and (ii) a letter of credit in the initial amount of \$1,035,506 in lieu of making a cash deposit for certain tax impositions set forth in the related underlying mortgage loan documents. In each case, the lender may draw upon the applicable letter of credit in the event that the borrower fails to timely pay the related obligations and apply all or any portion of such proceeds to the payment of the applicable obligation or apply such amounts to the payment of any or all of the indebtedness. In addition, the borrower provided a \$225,000 letter of credit in lieu of a replacement reserve fund. Pursuant to the underlying mortgage loan documents, the lender may draw on such letter of credit in the event that the borrower fails to pay timely certain capital replacement obligations set forth in the underlying mortgage loan documents. The underlying mortgage loan documents provide that the lender may apply all or any portion of the proceeds to the payment of the applicable capital replacement obligations or apply such amounts to prepay in part the underlying mortgage loan.

[THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A-2

CERTAIN INFORMATION REGARDING THE UNDERLYING MORTGAGE LOANS

[THIS PAGE INTENTIONALLY LEFT BLANK]

Stratifications of the Underlying Floating Rate Junior Lien Mortgage Loans

The Floating Rate Underlying Junior Liens

Loan Name	Number of Mortgaged Properties	Property Sub-Type	Location	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Underwritten DSCR	Cut-off Date LTV Ratio	Margin
Jasmine Woodlands (Third lien)	1	Garden	Smyrna, GA	\$8,195,011	45.3%	1.31x	70.9%	3.680%
River Oaks (Third Lien)	1	Garden	Columbus, OH	5,048,401	27.9	1.30x	68.9%	3.430%
Lennox Flats Supplemental (Fourth Lien)	1	Garden	Columbus, OH	2,736,574	15.1	1.27x	80.0%	3.750%
Lennox Flats (Third Lien)	1	Garden	Columbus, OH	2,103,389	11.6	1.27x	80.0%	3.930%
Total / Wtd. Average	3			\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Cut-off Date Principal Balances

Cut-off Date Balances	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
\$2,103,389	1	\$2,103,389	11.6%	1.27x	80.0%	3.930%
\$2,736,574	1	2,736,574	15.1	1.27x	80.0%	3.750%
\$5,048,401	1	5,048,401	27.9	1.30x	68.9%	3.430%
\$8,195,011	1	8,195,011	45.3	1.31x	70.9%	3.680%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Geographic Distribution

Property Location	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
Ohio	2	\$9,888,364	54.7%	1.29x	74.3%	3.625%
Georgia	1	8,195,011	45.3	1.31x	70.9%	3.680%
Total / Wtd. Average	3	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Prepayment Protection

Prepayment Protection	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
Lockout Followed by 1% Penalty	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Stratifications of the Underlying Floating Rate Junior Lien Mortgage Loans

Junior Lien Loan Group Underwritten Debt Service Coverage Ratios

Underwritten DSCRs	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
1.27x	2	\$4,839,963	26.8%	1.27x	80.0%	3.828%
1.30x	1	5,048,401	27.9	1.30x	68.9%	3.430%
1.31x	1	8,195,011	45.3	1.31x	70.9%	3.680%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Cut-off Date Loan-to-Value Ratios

Cut-off Date LTV Ratios	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
68.9%	1	\$5,048,401	27.9%	1.30x	68.9%	3.430%
70.9%	1	8,195,011	45.3	1.31x	70.9%	3.680%
80.0%	2	4,839,963	26.8	1.27x	80.0%	3.828%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Maturity Date Loan-to-Value Ratios

Maturity Date LTV Ratios	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Maturity Date LTV Ratio	Weighted Average Margin
61.8%	1	\$5,048,401	27.9%	1.30x	61.8%	3.430%
64.3%	1	8,195,011	45.3	1.31x	64.3%	3.680%
72.7%	2	4,839,963	26.8	1.27x	72.7%	3.828%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	65.9%	3.650%

Junior Lien Loan Group Margins

Margins	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
3.430%	1	\$5,048,401	27.9%	1.30x	68.9%	3.430%
3.680%	1	8,195,011	45.3	1.31x	70.9%	3.680%
3.750%	1	2,736,574	15.1	1.27x	80.0%	3.750%
3.930%	1	2,103,389	11.6	1.27x	80.0%	3.930%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Stratifications of the Underlying Floating Rate Junior Lien Mortgage Loans

Junior Lien Loan Group Original Term to Maturity

Original Term to Maturity (months)	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
68	1	\$2,736,574	15.1%	1.27x	80.0%	3.750%
72	1	5,048,401	27.9	1.30x	68.9%	3.430%
76	1	8,195,011	45.3	1.31x	70.9%	3.680%
92	1	2,103,389	11.6	1.27x	80.0%	3.930%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Remaining Term to Maturity

Remaining Term to Maturity (months)	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
55	1	\$8,195,011	45.3%	1.31x	70.9%	3.680%
62	3	9,888,364	54.7	1.29x	74.3%	3.625%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Original Amortization Term

Original Amortization Term (months)	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
360	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Remaining Amortization Term

Remaining Amortization Term (months)	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
330	1	\$2,103,389	11.6%	1.27x	80.0%	3.930%
339	1	8,195,011	45.3	1.31x	70.9%	3.680%
350	1	5,048,401	27.9	1.30x	68.9%	3.430%
354	1	2,736,574	15.1	1.27x	80.0%	3.750%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Seasoning

Seasoning (months)	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
6	1	\$2,736,574	15.1%	1.27x	80.0%	3.750%
10	1	5,048,401	27.9	1.30x	68.9%	3.430%
21	1	8,195,011	45.3	1.31x	70.9%	3.680%
30	1	2,103,389	11.6	1.27x	80.0%	3.930%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Stratifications of the Underlying Floating Rate Junior Lien Mortgage Loans

Junior Lien Loan Group Amortization Type

Amortization Type	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
Balloon	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Loan Purpose

Loan Purpose	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
Supplemental	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%
Total / Wtd. Average	4	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Property Sub-Type

Property Sub-Type	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
Garden	3	\$18,083,375	100.0%	1.30x	72.8%	3.650%
Total / Wtd. Average	3	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Year Built / Renovated

Most Recent Year Built / Renovated	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
1998	1	\$5,048,401	27.9%	1.30x	68.9%	3.430%
2013	1	4,839,963	26.8	1.27x	80.0%	3.828%
2016	1	8,195,011	45.3	1.31x	70.9%	3.680%
Total / Wtd. Average	3	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Junior Lien Loan Group Current Occupancy

Current Occupancy	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Margin
90.6%	1	\$5,048,401	27.9%	1.30x	68.9%	3.430%
93.9%	1	8,195,011	45.3	1.31x	70.9%	3.680%
94.3%	1	4,839,963	26.8	1.27x	80.0%	3.828%
Total / Wtd. Average	3	\$18,083,375	100.0%	1.30x	72.8%	3.650%

Stratifications of the Underlying Fixed Rate Junior Lien Mortgage Loans

Ten Largest Fixed Rate Underlying Junior Liens or Groups of Underlying Junior Liens

Loan Name	Number of Mortgaged Properties	Property Sub-Type	Location	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Underwritten DSCR	Cut-off Date LTV Ratio	Gross Interest Rate
Boulders At Puget Sound (Fourth Lien)	1	Garden	Tacoma, WA	\$16,522,038	3.9%	1.26x	60.4%	5.950%
Halstead Danvers	1	Garden	Danvers, MA	14,000,000	3.3	2.20x	63.7%	4.620%
Residences At Arlington Heights (Third Lien)	1	Garden	Arlington Heights, IL	13,960,645	3.3	1.25x	77.2%	5.430%
Boulder Crossroads Apartments	1	Garden	Denver, CO	13,805,497	3.2	1.30x	66.3%	5.820%
Columbia Trails Apartments	1	Garden	Gresham, OR	13,355,991	3.1	1.55x	54.7%	5.300%
Skyview On The Hudson	1	Co-Op	Riverdale, NY	9,000,000	2.1	7.30x	14.6%	4.250%
Skyview On The Hudson (Third Lien)	1	Co-Op	Riverdale, NY	3,973,958	0.9	7.30x	14.6%	5.150%
Westbury Apartments	1	Garden	Beaverton, OR	12,380,377	2.9	1.30x	62.0%	4.960%
The Oaks Of Woodland Park	1	Garden	Tampa, FL	10,743,292	2.5	1.31x	72.1%	4.810%
Spring Lake Apartment Homes (Third Lien)	1	Garden	Norcross, GA	10,703,493	2.5	1.30x	65.5%	5.870%
Northampton Apartments	1	Garden	Largo, MD	10,346,861	2.4	1.60x	67.7%	5.270%
Top 10 - Total / Wtd. Average	10			\$128,792,152	30.0%	2.04x	60.1%	5.273%

Junior Lien Loan Group Cut-off Date Principal Balances

Range of Cut-off Date Balances	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
\$978,185 - \$999,999	1	\$978,185	0.2%	2.67x	27.8%	4.840%
\$1,000,000 - \$1,999,999	10	15,486,795	3.6	1.38x	62.4%	5.504%
\$2,000,000 - \$2,999,999	15	37,506,084	8.7	1.34x	67.2%	5.412%
\$3,000,000 - \$3,999,999	14	48,427,204	11.3	1.87x	62.4%	5.432%
\$4,000,000 - \$4,999,999	13	57,056,109	13.3	1.78x	56.8%	5.106%
\$5,000,000 - \$5,999,999	4	22,467,049	5.2	1.54x	62.6%	5.344%
\$6,000,000 - \$6,999,999	5	33,741,546	7.9	1.36x	61.6%	5.298%
\$7,000,000 - \$9,999,999	10	87,034,274	20.3	2.03x	60.2%	5.292%
\$10,000,000 - \$16,522,038	10	126,159,194	29.4	1.44x	65.7%	5.335%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Geographic Distribution

Property Location	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
Colorado	9	\$59,891,720	14.0%	1.35x	66.0%	5.428%
Texas	12	47,698,594	11.1	1.34x	62.8%	5.252%
Georgia	8	41,661,114	9.7	1.53x	64.0%	5.511%
Oregon	4	36,717,425	8.6	1.65x	53.3%	5.033%
Massachusetts	4	34,105,233	8.0	1.68x	65.5%	4.834%
Florida	6	34,054,109	7.9	1.31x	70.3%	5.188%
Washington	5	29,965,254	7.0	1.30x	61.7%	5.681%
Michigan	4	25,075,948	5.8	1.33x	66.9%	5.598%
California	5	17,827,169	4.2	1.50x	61.8%	5.348%
Northern California	2	10,150,982	2.4	1.28x	66.7%	5.626%
Southern California	3	7,676,187	1.8	1.80x	55.4%	4.980%
New York	2	16,973,958	4.0	6.95x	13.1%	4.574%
Illinois	2	16,774,228	3.9	1.27x	75.9%	5.490%
Arizona	4	15,605,613	3.6	1.30x	60.1%	5.795%
Maryland	2	11,830,393	2.8	1.56x	66.6%	5.275%
Virginia	1	5,000,000	1.2	1.76x	59.2%	5.510%
New Jersey	1	4,594,376	1.1	1.30x	61.1%	4.350%
New Hampshire	2	4,552,254	1.1	1.25x	73.3%	5.325%
Pennsylvania	2	3,949,289	0.9	1.31x	67.0%	5.441%
Alabama	1	3,739,434	0.9	1.40x	67.5%	5.720%
Wisconsin	1	3,683,600	0.9	1.27x	76.5%	5.580%
North Carolina	1	3,588,738	0.8	1.30x	72.8%	5.400%
Minnesota	1	3,578,978	0.8	1.35x	62.8%	5.640%
Ohio	1	2,977,716	0.7	1.39x	68.9%	5.900%
Iowa	1	2,044,240	0.5	1.25x	67.8%	5.410%
Missouri	1	1,889,056	0.4	1.30x	69.8%	5.700%
Indiana	1	1,078,001	0.3	1.56x	61.5%	5.270%
Total/Wtd. Average	81	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Stratifications of the Underlying Fixed Rate Junior Lien Mortgage Loans

Junior Lien Loan Group Underwritten Debt Service Coverage Ratios

Range of Underwritten DSCRs	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
1.25x - 1.29x	11	\$61,472,227	14.3%	1.25x	68.9%	5.516%
1.30x - 1.34x	38	205,839,390	48.0	1.30x	66.6%	5.447%
1.35x - 1.39x	12	42,957,440	10.0	1.36x	63.0%	5.120%
1.40x - 1.44x	4	14,788,010	3.4	1.40x	62.2%	5.663%
1.45x - 1.49x	2	8,781,473	2.0	1.48x	54.0%	4.955%
1.50x - 1.59x	2	14,433,992	3.4	1.55x	55.2%	5.298%
1.60x - 1.74x	1	10,346,861	2.4	1.60x	67.7%	5.270%
1.75x - 7.30x	12	70,237,046	16.4	3.25x	46.3%	4.862%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Cut-off Date Loan-to-Value Ratios

Range of Cut-off Date LTV Ratios	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
8.4% - 49.9%	6	\$28,933,200	6.7%	5.00x	24.5%	4.665%
50.0% - 54.9%	4	20,951,335	4.9	1.66x	53.7%	5.239%
55.0% - 59.9%	10	41,842,790	9.8	1.55x	58.4%	5.304%
60.0% - 64.9%	23	132,034,378	30.8	1.44x	62.3%	5.224%
65.0% - 69.9%	24	117,988,821	27.5	1.34x	67.0%	5.567%
70.0% - 77.2%	15	87,105,915	20.3	1.29x	73.2%	5.358%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Maturity Date Loan-to-Value Ratios

Range of Maturity Date LTV Ratios	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Maturity Date LTV Ratio	Weighted Average Gross Interest Rate
8.4% - 49.9%	7	\$30,925,104	7.2%	4.79x	24.0%	4.712%
50.0% - 54.9%	10	39,935,715	9.3	1.46x	53.2%	5.493%
55.0% - 59.9%	31	171,491,284	40.0	1.40x	57.7%	5.319%
60.0% - 69.6%	34	186,504,336	43.5	1.39x	64.1%	5.376%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	57.6%	5.316%

Junior Lien Loan Group Gross Interest Rates

Range of Gross Interest Rates	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
4.250% - 4.499%	3	\$17,688,767	4.1%	4.36x	37.6%	4.329%
4.500% - 4.749%	7	38,965,195	9.1	2.47x	51.7%	4.608%
4.750% - 4.999%	9	60,073,809	14.0	1.44x	61.8%	4.888%
5.000% - 5.249%	13	52,157,876	12.2	1.76x	62.9%	5.132%
5.250% - 5.499%	15	72,950,042	17.0	1.39x	66.5%	5.351%
5.500% - 5.749%	18	91,720,116	21.4	1.33x	68.1%	5.582%
5.750% - 5.999%	16	90,989,426	21.2	1.36x	63.0%	5.864%
6.000% - 6.180%	1	4,311,208	1.0	1.30x	65.0%	6.180%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Stratifications of the Underlying Fixed Rate Junior Lien Mortgage Loans

Junior Lien Loan Group Original Term to Maturity

Original Term to Maturity (months)	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
33 - 59	19	\$89,251,763	20.8%	1.60x	62.6%	4.915%
60 - 65	19	128,863,966	30.0	1.69x	58.4%	5.518%
66 - 71	7	34,083,169	7.9	1.45x	63.1%	5.421%
72 - 135	37	176,657,540	41.2	1.67x	65.3%	5.352%
Total/Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Remaining Term to Maturity

Remaining Term to Maturity (months)	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
17 - 47	19	\$94,196,379	22.0%	1.58x	62.8%	4.918%
48 - 54	14	85,332,926	19.9	2.49x	53.7%	5.058%
55 - 119	49	249,327,134	58.1	1.38x	65.4%	5.555%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Original Amortization Term

Original Amortization Term (months)	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
Interest Only	6	\$43,400,000	10.1%	3.42x	46.7%	4.911%
360	76	385,456,439	89.9	1.44x	64.3%	5.362%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Remaining Amortization Term

Remaining Amortization Term (months)	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
Interest Only	6	\$43,400,000	10.1%	3.42x	46.7%	4.911%
333 - 347	35	163,393,131	38.1	1.45x	64.6%	5.035%
348 - 353	15	64,195,193	15.0	1.34x	64.7%	5.494%
354 - 359	18	104,768,116	24.4	1.57x	60.9%	5.739%
360	8	53,100,000	12.4	1.29x	69.2%	5.465%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Seasoning

Seasoning (months)	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
3 - 5	14	\$95,359,322	22.2%	1.42x	61.6%	5.770%
6 - 11	24	114,149,603	26.6	1.69x	61.9%	5.530%
12 - 17	27	144,971,458	33.8	1.48x	64.1%	5.027%
18 - 23	13	54,747,465	12.8	1.48x	68.3%	5.170%
24 - 38	4	19,628,591	4.6	4.06x	41.4%	4.416%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Stratifications of the Underlying Fixed Rate Junior Lien Mortgage Loans

Junior Lien Loan Group Amortization Type

Amortization Type	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
Balloon	66	\$326,198,222	76.1%	1.47x	63.3%	5.344%
Partial IO	10	59,258,217	13.8	1.29x	69.6%	5.461%
Interest Only	6	43,400,000	10.1	3.42x	46.7%	4.911%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Loan Purpose

Loan Purpose	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
Supplemental	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Property Sub-Type

Property Sub-Type	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
Garden	67	\$369,594,663	86.2%	1.42x	64.6%	5.354%
Mid Rise	5	23,695,421	5.5	1.54x	62.1%	5.109%
Student	6	14,434,685	3.4	1.34x	66.6%	5.630%
Co-Op	1	12,973,958	3.0	7.30x	14.6%	4.526%
Military	1	4,157,712	1.0	1.30x	65.1%	5.120%
High Rise	1	4,000,000	0.9	5.82x	8.4%	4.730%
Total / Wtd. Average	81	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Year Built / Renovated

Most Recent Year Built / Renovated	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
1949 - 1989	17	\$99,267,083	23.1%	2.14x	58.6%	5.347%
1990 - 1999	11	50,427,585	11.8	1.49x	62.7%	5.370%
2000 - 2004	4	14,935,388	3.5	1.37x	61.6%	5.787%
2005 - 2009	9	42,956,771	10.0	1.67x	62.3%	5.002%
2010 - 2012	5	12,626,022	2.9	1.45x	57.9%	4.995%
2013 - 2014	18	81,759,927	19.1	1.34x	66.8%	5.318%
2015 - 2018	17	126,883,663	29.6	1.55x	63.3%	5.353%
Total / Wtd. Average	81	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Current Occupancy

Range of Current Occupancy	Number of Mortgaged Properties	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
86.4% - 89.9%	2	\$6,380,779	1.5%	1.33x	58.3%	4.965%
90.0% - 94.9%	30	183,839,002	42.9	1.43x	64.8%	5.355%
95.0% - 99.9%	45	216,693,155	50.5	1.51x	63.4%	5.329%
100.0%	4	21,943,504	5.1	4.85x	34.8%	4.974%
Total / Wtd. Average	81	\$428,856,439	100.0%	1.64x	62.5%	5.316%

Junior Lien Loan Group Prepayment Protection

Prepayment Protection	Number of Junior Liens	Cut-off Date Principal Balance	% of Initial Junior Lien Loan Group Balance	Weighted Average Underwritten DSCR	Weighted Average Cut-off Date LTV Ratio	Weighted Average Gross Interest Rate
Greater of YM and 1%, then 1% penalty	76	\$402,788,293	93.9%	1.64x	62.4%	5.304%
Greater of YM and 1%	6	26,068,146	6.1	1.62x	63.1%	5.505%
Total / Wtd. Average	82	\$428,856,439	100.0%	1.64x	62.5%	5.316%

EXHIBIT A-3

**DESCRIPTION OF THE TEN LARGEST UNDERLYING MORTGAGE LOANS OR GROUP OF CROSS-COLLATERALIZED
UNDERLYING MORTGAGE LOANS IN THE FIXED LOAN GROUP**

[THIS PAGE INTENTIONALLY LEFT BLANK]

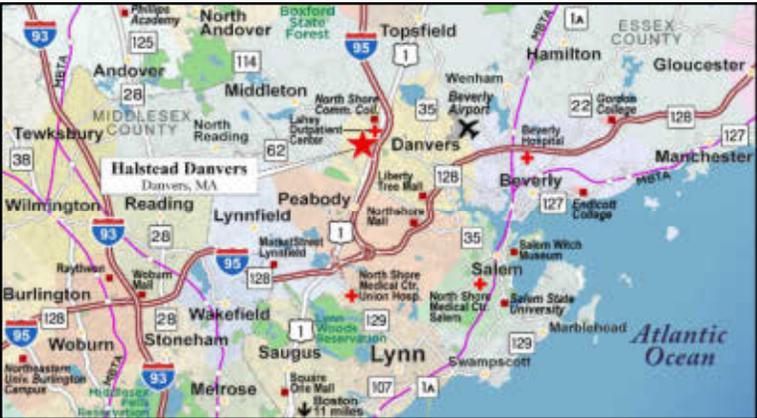
Description of the Ten Largest Fixed Rate Underlying Junior Liens or Group of Underlying Junior Liens

1. Boulders At Puget Sound (Fourth Lien)



Original Principal Balance:	\$16,598,000
Cut-off Date Principal Balance:	\$16,522,038
Maturity Date Principal Balance:	\$15,474,890
% of Initial Fixed Loan Group Balance:	3.9%
Loan Purpose:	Supplemental
Interest Rate:	5.950%
First Payment Date:	July 1, 2018
Maturity Date:	August 1, 2023
Amortization:	30-year schedule
Call Protection:	YM1%(55) 1%(3) O(4)
Cash Management:	N/A
Cut-off Date Principal Balance / Unit:	\$131,173
Maturity Date Principal Balance / Unit:	\$119,686
Cut-off Date LTV:	60.4%
Maturity Date LTV:	55.1%
Underwritten DSCR:	1.26x
# of Units/Low Income/V. Low Income:	714 / 713 / 5
Collateral:	Fee Simple
Location:	Tacoma, WA
Property Sub-type:	Garden
Year Built / Renovated:	1987 / N/A
Occupancy:	93.3% (4/12/2018)
Underwritten / Most Recent NCF:	\$7,724,849 / \$7,437,643

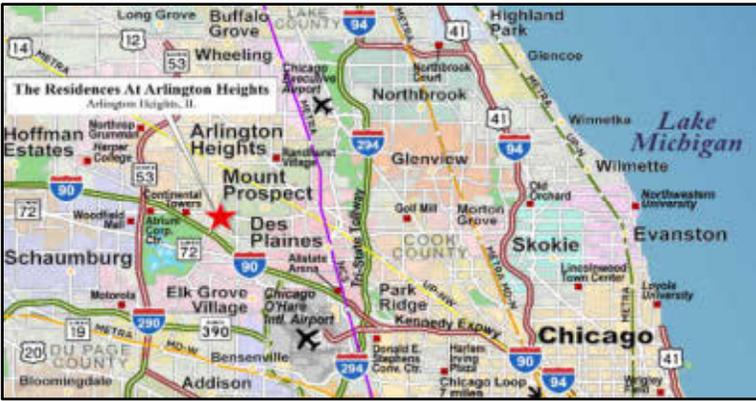
2. Halstead Danvers



Original Principal Balance:	\$14,000,000
Cut-off Date Principal Balance:	\$14,000,000
Maturity Date Principal Balance:	\$14,000,000
% of Initial Fixed Loan Group Balance:	3.3%
Loan Purpose:	Supplemental
Interest Rate:	4.620%
First Payment Date:	December 1, 2017
Maturity Date:	July 1, 2021
Amortization:	Interest Only
Call Protection:	YM1%(37) 1%(3) O(4)
Cash Management:	N/A
Cut-off Date Principal Balance / Unit:	\$195,150
Maturity Date Principal Balance / Unit:	\$195,150
Cut-off Date LTV:	63.7%
Maturity Date LTV:	63.7%
Underwritten DSCR:	2.20x
# of Units/Low Income/V. Low Income:	433 / 82 / 12
Collateral:	Fee Simple
Location:	Danvers, MA
Property Sub-type:	Garden
Year Built / Renovated:	2006 / N/A
Occupancy:	94.5% (6/30/2018)
Underwritten / Most Recent NCF:	\$6,755,266 / \$6,581,962

Description of the Ten Largest Fixed Rate Underlying Junior Liens or Group of Underlying Junior Liens (continued)

3. Residences At Arlington Heights (Third Lien)



Original Principal Balance:	\$14,189,000
Cut-off Date Principal Balance:	\$13,960,645
Maturity Date Principal Balance:	\$12,676,654
% of Initial Fixed Loan Group Balance:	3.3%
Loan Purpose:	Supplemental
Interest Rate:	5.430%
First Payment Date:	September 1, 2017
Maturity Date:	August 1, 2024
Amortization:	30-year schedule
Call Protection:	YM1%(77) 1%(3) O(4)
Cash Management:	N/A
Cut-off Date Principal Balance / Unit:	\$120,776
Maturity Date Principal Balance / Unit:	\$108,902
Cut-off Date LTV:	77.2%
Maturity Date LTV:	69.6%
Underwritten DSCR:	1.25x
# of Units/Low Income/V. Low Income:	838 / 709 / 1
Collateral:	Fee Simple
Location:	Arlington Heights, IL
Property Sub-type:	Garden
Year Built / Renovated:	1972 / 2014
Occupancy:	93.1% (6/25/2018)
Underwritten / Most Recent NCF:	\$7,535,998 / \$7,731,294

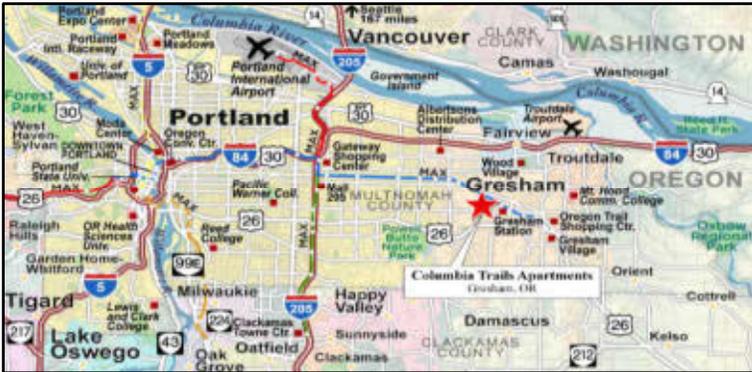
4. Boulder Crossroads Apartments



Original Principal Balance:	\$13,844,000
Cut-off Date Principal Balance:	\$13,805,497
Maturity Date Principal Balance:	\$12,700,793
% of Initial Fixed Loan Group Balance:	3.2%
Loan Purpose:	Supplemental
Interest Rate:	5.820%
First Payment Date:	September 1, 2018
Maturity Date:	August 1, 2024
Amortization:	30-year schedule
Call Protection:	YM1%(65) 1%(3) O(4)
Cash Management:	N/A
Cut-off Date Principal Balance / Unit:	\$102,948
Maturity Date Principal Balance / Unit:	\$92,618
Cut-off Date LTV:	66.3%
Maturity Date LTV:	59.6%
Underwritten DSCR:	1.30x
# of Units/Low Income/V. Low Income:	322 / 310 / N/A
Collateral:	Fee Simple
Location:	Denver, CO
Property Sub-type:	Garden
Year Built / Renovated:	1970 / 2015
Occupancy:	93.8% (7/2/2018)
Underwritten / Most Recent NCF:	\$2,754,947 / \$2,726,027

Description of the Ten Largest Fixed Rate Underlying Junior Liens or Group of Underlying Junior Liens (continued)

5. Columbia Trails Apartments



Original Principal Balance:	\$13,427,000
Cut-off Date Principal Balance:	\$13,355,991
Maturity Date Principal Balance:	\$12,400,957
% of Initial Fixed Loan Group Balance:	3.1%
Loan Purpose:	Supplemental
Interest Rate:	5.300%
First Payment Date:	July 1, 2018
Maturity Date:	August 1, 2023
Amortization:	30-year schedule
Call Protection:	YM1%(55) 1%(3) O(4)
Cash Management:	N/A
Cut-off Date Principal Balance / Unit:	\$127,485
Maturity Date Principal Balance / Unit:	\$123,867
Cut-off Date LTV:	54.7%
Maturity Date LTV:	53.2%
Underwritten DSCR:	1.55x
# of Units/Low Income/V. Low Income:	264 / 41 / N/A
Collateral:	Fee Simple
Location:	Gresham, OR
Property Sub-type:	Garden
Year Built / Renovated:	2003 / 2018
Occupancy:	92.0% (4/3/2018)
Underwritten / Most Recent NCF:	\$2,795,534 / \$2,813,328

6. Skyview On The Hudson (Second Lien / Third Lien)



Original Principal Balance:	\$9,000,000 / \$4,000,000
Cut-off Date Principal Balance:	\$9,000,000 / \$3,973,958
Maturity Date Principal Balance:	\$9,000,000 / \$3,697,460
% of Initial Fixed Loan Group Balance:	3.0%
Loan Purpose:	Supplemental
Interest Rate:	4.250% / 5.150%
First Payment Date:	October 1, 2015 / June 1, 2018
Maturity Date:	May 1, 2023
Amortization:	Interest Only / 30-year schedule
Call Protection:	YM1%(85)1%(3)O(4) / YM1%(53)1%(3)O(4)
Cash Management:	N/A
Cut-off Date Principal Balance / Unit:	\$46,890
Maturity Date Principal Balance / Unit:	\$41,787
Cut-off Date LTV:	14.6%
Maturity Date LTV:	13.0%
Underwritten DSCR:	7.30x
# of Units/Low Income/V. Low Income:	1306 / N/A / N/A
Collateral:	Fee Simple
Location:	Riverdale, NY
Property Sub-type:	Co-Op
Year Built / Renovated:	1961 / N/A
Occupancy:	100.0% (5/9/2018)
Underwritten / Most Recent NCF:	\$24,778,787 / \$4,264,747

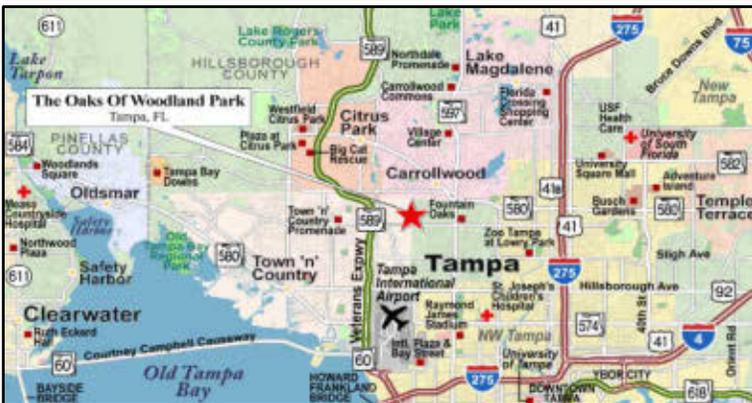
Description of the Ten Largest Fixed Rate Underlying Junior Liens or Group of Underlying Junior Liens (continued)

7. Westbury Apartments



Original Principal Balance:	\$12,589,000
Cut-off Date Principal Balance:	\$12,380,377
Maturity Date Principal Balance:	\$11,510,138
% of Initial Fixed Loan Group Balance:	2.9%
Loan Purpose:	Supplemental
Interest Rate:	4.960%
First Payment Date:	October 1, 2017
Maturity Date:	February 1, 2023
Amortization:	30-year schedule
Call Protection:	YM1%(58) 1%(3) O(4)
Cash Management:	N/A
Cut-off Date Principal Balance / Unit:	\$123,983
Maturity Date Principal Balance / Unit:	\$112,947
Cut-off Date LTV:	62.0%
Maturity Date LTV:	56.5%
Underwritten DSCR:	1.30x
# of Units/Low Income/V. Low Income:	260 / 108 / 1
Collateral:	Fee Simple
Location:	Beaverton, OR
Property Sub-type:	Garden
Year Built / Renovated:	1991 / N/A
Occupancy:	97.7% (6/30/2018)
Underwritten / Most Recent NCF:	\$2,586,707 / \$2,668,399

8. The Oaks Of Woodland Park



Original Principal Balance:	\$11,059,000
Cut-off Date Principal Balance:	\$10,743,292
Maturity Date Principal Balance:	\$9,891,808
% of Initial Fixed Loan Group Balance:	2.5%
Loan Purpose:	Supplemental
Interest Rate:	4.810%
First Payment Date:	January 1, 2017
Maturity Date:	April 1, 2023
Amortization:	30-year schedule
Call Protection:	YM1%(69) 1%(3) O(4)
Cash Management:	N/A
Cut-off Date Principal Balance / Unit:	\$86,205
Maturity Date Principal Balance / Unit:	\$78,080
Cut-off Date LTV:	72.1%
Maturity Date LTV:	65.3%
Underwritten DSCR:	1.31x
# of Units/Low Income/V. Low Income:	404 / 64 / N/A
Collateral:	Fee Simple
Location:	Tampa, FL
Property Sub-type:	Garden
Year Built / Renovated:	1985 / 2016
Occupancy:	94.6% (6/30/2018)
Underwritten / Most Recent NCF:	\$2,825,807 / \$3,049,672

Description of the Ten Largest Fixed Rate Underlying Junior Liens or Group of Underlying Junior Liens (continued)

9. Spring Lake Apartment Homes (Third Lien)



Original Principal Balance:	\$10,733,000
Cut-off Date Principal Balance:	\$10,703,493
Maturity Date Principal Balance:	\$9,967,914
% of Initial Fixed Loan Group Balance:	2.5%
Loan Purpose:	Supplemental
Interest Rate:	5.870%
First Payment Date:	September 1, 2018
Maturity Date:	December 1, 2023
Amortization:	30-year schedule
Call Protection:	YM1%(57) 1%(3) O(4)
Cash Management:	N/A
Cut-off Date Principal Balance / Unit:	\$69,612
Maturity Date Principal Balance / Unit:	\$63,762
Cut-off Date LTV:	65.5%
Maturity Date LTV:	60.0%
Underwritten DSCR:	1.30x
# of Units/Low Income/V. Low Income:	380 / 377 / N/A
Collateral:	Fee Simple
Location:	Norcross, GA
Property Sub-type:	Garden
Year Built / Renovated:	1987 / 2015
Occupancy:	96.1% (9/10/2018)
Underwritten / Most Recent NCF:	\$2,334,674 / \$2,293,553

10. Northampton Apartments



Original Principal Balance:	\$10,612,000
Cut-off Date Principal Balance:	\$10,346,861
Maturity Date Principal Balance:	\$10,096,476
% of Initial Fixed Loan Group Balance:	2.4%
Loan Purpose:	Supplemental
Interest Rate:	5.270%
First Payment Date:	February 1, 2017
Maturity Date:	June 1, 2020
Amortization:	30-year schedule
Call Protection:	YM1%(16) O(25)
Cash Management:	N/A
Cut-off Date Principal Balance / Unit:	\$124,020
Maturity Date Principal Balance / Unit:	\$119,913
Cut-off Date LTV:	67.7%
Maturity Date LTV:	65.5%
Underwritten DSCR:	1.60x
# of Units/Low Income/V. Low Income:	620 / 614 / 2
Collateral:	Fee Simple
Location:	Largo, MD
Property Sub-type:	Garden
Year Built / Renovated:	1977 / 2016
Occupancy:	95.0% (9/30/2018)
Underwritten / Most Recent NCF:	\$6,769,232 / \$7,085,245

[THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT B

FORM OF CERTIFICATE ADMINISTRATOR'S STATEMENT TO CERTIFICATEHOLDERS



DATES

Payment Date:	Dec 26, 2018	First Payment Date:	Dec 26, 2018
Prior Payment:		Closing Date:	Nov 19, 2018
Next Payment:	Jan 25, 2019	Cut-off Date:	Nov 1, 2018
Record Date:	Nov 30, 2018	Final Distribution Date:	
Determination Date:	Dec 11, 2018		

ADMINISTRATOR

Name:
Title:

Address:

Phone:
Email:
Website:

TABLE OF CONTENTS

Payment Detail	Page 1
Factor Detail	Page 2
Principal Detail	Page 3
Interest Detail	Page 4
Reconciliation of Funds	Page 5
Reconciliation of Funds - Fixed	Page 6
Reconciliation of Funds - Floating	Page 7
Additional Reconciliation Detail	Page 8
Additional Reconciliation Detail	Page 9
Additional Reconciliation Detail - Fixed	Page 10
Additional Reconciliation Detail - Floating	Page 11
Additional Reconciliation Detail	Page 12
Collateral/Remittance Summary - Group	Page 13
Historical Bond Collateral Realized Loss Reconciliation	Page 14
Historical Delinquency & Liquidation Summary By Group (Stated Balance)	Page 15
Historical Delinquency & Liquidation By Group (Actual)	Page 16
REO Status Report	Page 17
Historical Liquidation Loss Loan Detail	Page 18
Interest Shortfall Reconciliation	Page 19
NOI Loan Detail	Page 20
Appraisal Reduction Report	Page 21
Loan Level Detail by Group	Page 22
Historical Loan Modification Report	Page 23
Mortgage Loan Characteristics	Page 24

PARTIES TO THE TRANSACTION

Seller: Federal Home Loan Mortgage Corporation

Guarantor: Federal Home Loan Mortgage Corporation

Depositor: Banc of America Merrill Lynch Commercial Mortgage Inc.

Trustee: U.S. Bank National Association

Certificate Administrator: U.S. Bank National Association

Custodian: U.S. Bank National Association

Master Servicer: Federal Home Loan Mortgage Corporation

Primary Special Servicer: CWCapital Asset Management LLC

Backup Special Servicer: KeyBank National Association

* This report contains, or is based on, information furnished to U.S. Bank Global Corporate Trust ("U.S. Bank") by one or more third parties (e.g. Servicers, Master Servicer, etc.), and U.S. Bank has not independently verified information received from any such third party.





PAYMENT DETAIL

Class	Pass-Through Rate	Next Pass-Through Rate	Original Balance	Beginning Balance	Principal Distribution	Interest Distribution	Total Distribution	Negative Amortization	Realized Loss	Ending Balance
A-1										
A-2										
B-FX										
X										
A-FL										
B-FL										
XI										
R										
Totals:										



FACTOR DETAIL

Class	Cusip	Beginning Balance	Principal Distribution	Interest Distribution	Total Distribution	Realized Loss	Ending Balance
A-1							
A-2							
B-FX							
X							
A-FL							
B-FL							
XI							
R							



PRINCIPAL DETAIL

Class	Beginning	Scheduled	Unscheduled	Realized	Ending	Deficiency Prin	Credit Support	
	Balance	Principal	Principal	Loss	Balance	Amount Paid	Original	Current
A-1								
A-2								
B-FX								
A-FL								
B-FL								
Totals:								



INTEREST DETAIL

Class	Effective Coupon	Accrued Certificate Interest	Net Prepay Interest Shortfall	Current Interest Shortfall	Deficiency Int Amount Paid	Prepayment Premium	Addl Interest Distribution Amount	Total Interest Distribution Amount	Cumul Unpaid Interest Shortfall
A-1									
A-2									
B-FX									
X									
A-FL									
B-FL									
XI									
R									
Totals:									



RECONCILIATION OF FUNDS

Funds Collection		Funds Distribution	
<u>Interest</u>		<u>Fees</u>	
Scheduled Interest		Master Servicing Fee	
Interest Adjustments		Trustee Fee	
Deferred Interest		Certificate Administrator Fee	
Net Prepayment Shortfall		Master Servicer Surveillance Fee	
Net Prepayment Interest Excess		Special Servicer Surveillance Fee	
Interest Reserve (Deposit)/Withdrawal		CREFC® Intellectual Property/Royalty	
Interest Collections	_____	License Fee	
		Guarantee Fee	
		Miscellaneous Fee	_____
		Fee Distributions	
		<u>Additional Trust Fund Expenses</u>	
<u>Principal</u>		Reimbursed for Interest on Advances	
Scheduled Principal		Net ASER Amount	
Unscheduled Principal		Special Servicing Fee	
Principal Adjustments	_____	Workout Fee	
Principal Collections		Liquidation Fee	
		Special Serv Fee plus Adj.	
		Non-Recoverable Advances	
<u>Other</u>		Other Expenses or Shortfalls	_____
Static Prepayment Premium/Yield Maintenance Charge		Additional Trust Fund Expenses	
Deficiency Amount		Guarantor Reimb/ Reimb Int/ Timing Reimb	_____
Guarantor Payment			
Prepayment Premium		<u>Payments to Certificateholders</u>	
Initial Interest Reserve Deposit	_____	Interest Distribution/Yield Maintenance Charge	
Other Collections		Principal Distribution	_____
		Payments to Certificateholders	_____
Total Collection	=====	Total Distribution	=====

RECONCILIATION OF FUNDS - FIXED

Funds Collection		Funds Distribution	
<u>Interest</u>		<u>Fees</u>	
Scheduled Interest		Master Servicing Fee	
Interest Adjustments		Trustee Fee	
Deferred Interest		Certificate Administrator Fee	
Net Prepayment Shortfall		Master Servicer Surveillance Fee	
Net Prepayment Interest Excess		Special Servicer Surveillance Fee	
Interest Reserve (Deposit)/Withdrawal	_____	CREFC® Intellectual Property Royalty	
Interest Collections		License Fee	
		Guarantee Fee	
		Miscellaneous Fee	_____
		Fee Distributions	
<u>Principal</u>		<u>Additional Trust Fund Expenses</u>	
Scheduled Principal		Reimbursed for Interest on Advances	
Unscheduled Principal		Net ASER Amount	
Principal Adjustments	_____	Special Servicing Fee	
Principal Collections		Workout Fee	
		Liquidation Fee	
		Special Serv Fee plus Adj.	
		Non-Recoverable Advances	
		Other Expenses or Shortfalls	_____
		Additional Trust Fund Expenses	
		Guarantor Reimb/ Reimb Int/ Timing Reimb	_____
		<u>Payments to Certificateholders</u>	
		Interest Distribution/Yield Maintenance Charge	
		Principal Distribution	_____
		Payments to Certificateholders	_____
		Total Distribution	=====
Total Collection	=====		



RECONCILIATION OF FUNDS - FLOATING

Funds Collection		Funds Distribution	
<u>Interest</u>		<u>Fees</u>	
Scheduled Interest		Master Servicing Fee	
Interest Adjustments		Trustee Fee	
Deferred Interest		Certificate Administrator Fee	
Net Prepayment Shortfall		Master Servicer Surveillance Fee	
Net Prepayment Interest Excess		Special Servicer Surveillance Fee	
Interest Reserve (Deposit)/Withdrawal		CREFC® Intellectual Property/Royalty	
Interest Collections	_____	License Fee	
		Guarantee Fee	
		Miscellaneous Fee	_____
		Fee Distributions	
		<u>Additional Trust Fund Expenses</u>	
<u>Principal</u>		Reimbursed for Interest on Advances	
Scheduled Principal		Net ASER Amount	
Unscheduled Principal		Special Servicing Fee	
Principal Adjustments		Workout Fee	
Principal Collections	_____	Liquidation Fee	
		Special Serv Fee plus Adj.	
		Non-Recoverable Advances	
<u>Other</u>		Other Expenses or Shortfalls	_____
Static Prepayment Premium/Yield Maintenance Charge		Additional Trust Fund Expenses	
Deficiency Amount		Guarantor Reimb/ Reimb Int/ Timing Reimb	_____
Guarantor Payment			
Prepayment Premium		<u>Payments to Certificateholders</u>	
Initial Interest Reserve Deposit		Interest Distribution/Yield Maintenance Charge	
Other Collections	_____	Principal Distribution	_____
		Payments to Certificateholders	_____
Total Collection	=====	Total Distribution	=====

ADDITIONAL RECONCILIATION DETAIL

Current Deficiency Detail:

Class	Unpaid Accrued Interest	Balloon Guarantor Payment	Realized Loss and Additional Trust Fund Exp	Unpaid Prin on Assum'd Final Distrib Date	Deficiency Amount	Unpaid End Deficiency Amount
A-1						
A-2						
A-FL						
XI						
XI						
XP						

Totals:

Cumulative Deficiency Detail:

Class	Unpaid Accrued Interest	Balloon Guarantor Payment	Realized Loss and Additional Trust Fund Exp	Unpaid Prin on Assum'd Final Distrib Date	Paid Deficiency Amount
A-1					
A-2					
A-FL					
XI					
XI					
XP					

Totals:



ADDITIONAL RECONCILIATION DETAIL

Advances:

	Master Servicer	Special Servicer	Trustee
Principal Interest			
Current Net Adv			
Cumul Net Adv			
Interest on Adv			

Net WAC
 Current One-Month LIBOR
 Next One-Month LIBOR

Unreimbursed Indemnification Expenses:

Party	Curr Accrued Indemn Exp	Curr Paid Indemn Exp	Cumul Unreimb Indemn Exp
Master Servicer			
Special Servicer			
Trustee/Certificate Admin/Custodian			
Depositor			
Total:			

Interest Reserve Account:

Reserve Activity



ADDITIONAL RECONCILIATION DETAIL - FIXED

Advances:

	Master Servicer	Special Servicer	Trustee
Principal Interest			
Current Net Adv			
Cumul Net Adv			
Interest on Adv			

Unreimbursed Indemnification Expenses:

Party	Curr Accrued Indemn Exp	Curr Paid Indemn Exp	Cumul Unreimb Indemn Exp
Master Servicer			
Special Servicer			
Trustee/Certificate Admin/Custodian			
Depositor			
Total:			

Interest Reserve Account:

	Beg Bal	(Withdraw)/Dep	End Bal
Reserve Activity			

Net WAC
 Current One-Month LIBOR
 Next One-Month LIBOR



ADDITIONAL RECONCILIATION DETAIL - FLOATING

Advances:

	Master Servicer	Special Servicer	Trustee
Principal Interest			
Current Net Adv			
Cumul Net Adv			
Interest on Adv			

Unreimbursed Indemnification Expenses:

Party	Curr Accrued Indemn Exp	Curr Paid Indemn Exp	Cumul Unreimb Indemn Exp
Master Servicer			
Special Servicer			
Trustee/Certificate Admin/Custodian			
Depositor			
Total:			

Interest Reserve Account:

Reserve Activity

Net WAC
 Current One-Month LIBOR
 Next One-Month LIBOR



ADDITIONAL RECONCILIATION DETAIL

Mortgage Loan Activity

Group	Number of Loans Remaining	Beginning Scheduled Balance	Principal Remittance	Current Realized Losses	Interest Remittance	Available Distribution Amount	Ending Scheduled Balance	Realized Loss Since Cutoff	Ending Actual Balance
-------	---------------------------------	--------------------------------	-------------------------	-------------------------------	------------------------	-------------------------------------	-----------------------------	-------------------------------	--------------------------

COLLATERAL/REMITTANCE SUMMARY - GROUP

	<u>Total</u>	<u>Group Fixed</u>	<u>Group Floating</u>
POOL BALANCE INFORMATION:			
Beginning Balance			
Less: Principal Remittance			
Plus: Negative Amortization			
Less: Net Realized Losses			
Less: Non-cash principal adjustment			
Ending Balance			
PRINCIPAL REMITTANCE: Scheduled			
Principal			
Prepayments			
Curtailments			
Net Liquidation Proceeds			
Total Principal Remittance (A)			
INTEREST REMITTANCE:			
Gross Interest ^			
Less: Total Retained Fees *			
Less: Interest Reserve Activity			
Less: Net Prepayment Interest Shortfall			
Less: Net Nonrecoverable Advances			
Plus: ARD Excess Interest			
Plus: Prepayment Premiums			
Plus: Yield Maintenance Premiums			
Other Funds/Shortfalls **			
Total Interest Remittance (B)			
REMITTANCE TO TRUST (A+B):			
OTHER INFORMATION:			
Beginning Loan Count			
Ending Loan Count			
Weighted Average Coupon			
Weighted Average Net Coupon			
Liquidated Loans - Balance			
NON-RETAINED FEES:			
Trustee Fee			
Other Fees			
* RETAINED FEES:			
Master Servicing Fee			
Fee Strips paid to Servicer			
Special Servicing Fee			
Workout Fee			
Liquidation Fee			
Miscellaneous Fees/Expenses			
** OTHER FUNDS:			
Other Interest Adjustments			
** OTHER SHORTFALLS:			
Net ASER Interest Advance Reduction			
Interest on Advances			
Interest Loss			



HISTORICAL BOND/COLLATERAL REALIZED LOSS RECONCILIATION

Distribution Date	Loan ID	Curr Beg Sch Bal of Loan at Liquidation	Aggregate Realized Loss on Loans	Prior Real'd Loss Appl'd to Cert A	Amt Covered by OC/other Credit Support B	Int (Shortages) / Excesses appl'd to Real'd Loss C	Mod Adj/ Appraisal Reduction Adj D	Add'l (Recov) Exp appl'd to Real'd Loss E	Real'd Loss Appl'd to Cert to Date	Recov of Real'd Loss paid as Cash	(Recov)/Real'd Loss Appl'd to Cert Int
-------------------	---------	---	----------------------------------	---------------------------------------	---	---	---------------------------------------	--	------------------------------------	-----------------------------------	--

Loan Count: **Totals:**

Description of Fields

*In the Initial Period the Current Realized Loss Applied to Certificates will equal Aggregate Realized Loss on Loans - B - C - D + E instead of A - C - D + E

- A Prior Realized Loss Applied to Certificates
- B Reduction to Realized Loss applied to bonds (could represent OC, insurance policies, reserve accounts, etc)
- C Amounts classified by the Master as interest adjustments from general collections on a loan with a Realized Loss
- D Adjustments that are based on principal haircut or future interest foregone due to modification
- E Realized Loss Adjustments, Supplemental Recoveries or Expenses on a previously liquidated loan



HISTORICAL DELINQUENCY & LIQUIDATION SUMMARY BY GROUP (STATED BALANCE)

Group

Month	30 Days Delinq ⁽¹⁾			60 Days Delinq ⁽¹⁾			90+ Days Delinq ⁽¹⁾			Bankruptcy			Foreclosure			REO	Prepayments/Liquidation			
	Count	Balance	% ⁽²⁾	Count	Balance	% ⁽²⁾	Count	Balance	% ⁽²⁾	Count	Balance	% ⁽²⁾	Count	Balance	% ⁽²⁾	Count	Balance	% ⁽²⁾	Count	Balance

(1) Exclusive of loans in Bankruptcy, Foreclosure and REO
(2) Percentage in relation to Ending Scheduled Balance



HISTORICAL DELINQUENCY & LIQUIDATION SUMMARY BY GROUP (ACTUAL BALANCE)

Group

Month	30 Days Delinq ⁽¹⁾			60 Days Delinq ⁽¹⁾			90+ Days Delinq ⁽¹⁾			Bankruptcy			Foreclosure			REO			Prepayments/Liquidation		
	Count	Balance	% ⁽²⁾	Count	Balance	% ⁽²⁾	Count	Balance	% ⁽²⁾	Count	Balance	% ⁽²⁾	Count	Balance	% ⁽²⁾	Count	Balance	% ⁽²⁾	Count	Balance	% ⁽²⁾

(1) Exclusive of loans in Bankruptcy, Foreclosure and REO
(2) Percentage in relation to Ending Scheduled Balance



REO STATUS REPORT

Loan ID	State	Ending Scheduled Loan Amount	REO Date	Total Exposure	Most Recent Value	Appraisal Reduction Amount	Date Asset Expected to be Resolved or Foreclosed	Net Proceed on Liquidation	Other Revenue Collected	Liquidation/ Prepayment Date
Count:										
Totals:										



HISTORICAL LIQUIDATION LOSS LOAN DETAIL

Loan ID	Current Beginning Scheduled Balance	Most Recent Value	Liquidation Sales Price	Net Proceeds Received on Liquidation	Liquidation Expense	Net Proceeds Available for Distribution	Realized Loss to Trust	Current Period Adjustment to Trust	Date of Current Period Adjustment to Trust	Loss to Loan with Cumulative Adjustment to Trust
Count:										
Totals:										



INTEREST SHORTFALL RECONCILIATION

Loan ID	Current Ending Scheduled Balance	Special Servicing Fee Amount plus Adjustments	Liquidation Fee Amount	Workout Fee Amount	Most Recent Net ASER Amount	Prepayment Interest (Excess)/ Shortfall *	Non-Recoverable (Scheduled Interest)**	Reimbursed Interest on Advances	Modified Interest Rate Reduction/ (Excess)	Reimbursement of Advances to Servicer Current Month	Outstanding	Other Shortfalls/ (Refunds)
---------	----------------------------------	---	------------------------	--------------------	-----------------------------	---	--	---------------------------------	--	---	-------------	-----------------------------

Count:

Totals:

Total Interest Shortfall hitting the Trust: 0.00

*Total shortfall may not match impact to bonds due to, but not limited to, the net effect of PPIE and Master Servicing fees received as per the governing documents.

**In some cases, the Servicer does not withhold their Servicing Fees on Non-Recoverable loans.



NOI LOAN DETAIL

Loan ID	ODCR	Property Type	City	State	End Schedule Balance	Most Recent Fiscal NOI	Most Recent NOI	Most Recent NOI Start Dt	Most Recent NOI End Dt	Occupancy %	Occupancy as of Date
Count:											
Totals:											



APPRAISAL REDUCTION REPORT

Loan ID	Property Name	Paid Through Date	ARA (Appraisal Reduction Amount)	ARA Date	Most Recent Value	Most Recent Valuation Date	Most Recent Net ASER Amount	Cumulative ASER Amount
Count:	Totals:							



LOAN LEVEL DETAIL BY GROUP

Group

Loan ID	Property Type	Transfer Date	Maturity Date	Neg Am	End Schedule Balance	Note Rate	Sched P&I	Prepay Adj	Prepay Date	Paid Thru	Prepay Premium	Loan Status **	Interest Payment	Yield Maint Charges
---------	---------------	---------------	---------------	--------	----------------------	-----------	-----------	------------	-------------	-----------	----------------	----------------	------------------	---------------------

Group Count: Sub Totals:

Count: Totals:

* If State field is blank or 'XX', loan has properties in multiple states.

** Loan Status: A = Payment not received but still in grace period; B = Late Payment but less than 30 days delinquent; 0 = Current; 1 = 30-59 Days Delinquent; 2 = 60-89 Days Delinquent; 3 = 90-120 Days Delinquent; 4 = Performing Matured Balloon; 5 = Non-Performing Matured Balloon; 6 = 121+ Days Delinquent; R = Repurchased.



HISTORICAL LOAN MODIFICATION REPORT

Loan ID	Date of Last Modification	Balance When Sent to Special Servicer	Modified Balance	Old Note Rate	Modified Note Rate	Old P&I	Modified Payment Amount	Old Maturity Date	Maturity Date	Total Months for Change of Modification	Modification Code*
*Modification Code: 1 = Maturity Date Extension; 2 = Amortization Change; 3 = Principal Write-Off; 4 =Not Used; 5 = Temporary Rate Reduction; 6 = Capitalization on Interest; 7 = Capitalization on Taxes; 8 = Other; 9 = RCombination; 10 = Forbearance.											

MORTGAGE LOAN CHARACTERISTICS

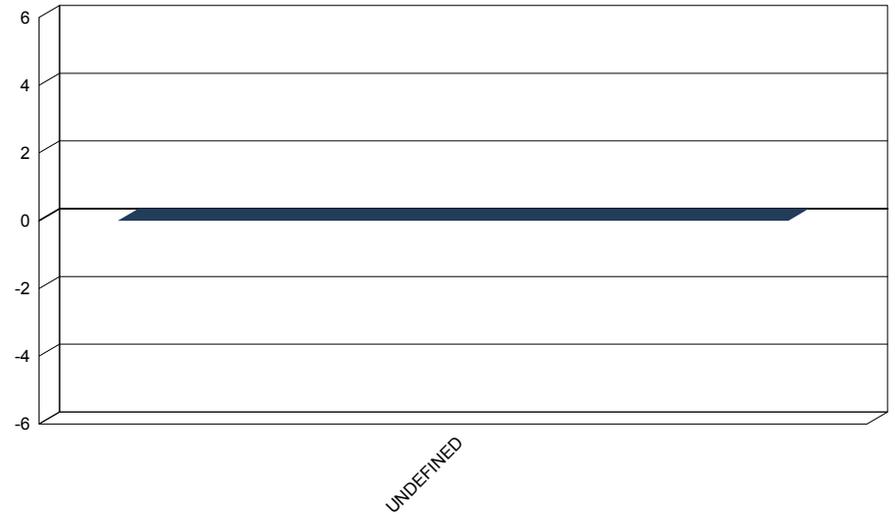
Remaining Principal Balance

	Count	Balance (\$)	%
UNDEFINED	0	\$0.00	0.00%
Total	0	\$0.00	0.00%



Gross Rate

	Count	Balance (\$)	%
UNDEFINED	0	\$0.00	0.00%
Total	0	\$0.00	0.00%

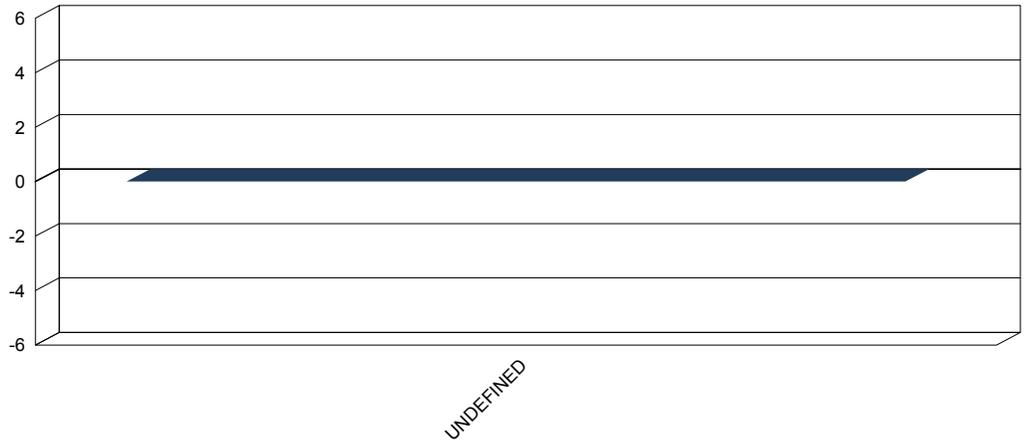


Total Weighted Average Rate: 0.00%

MORTGAGE LOAN CHARACTERISTICS

Geographic Distribution by State

	Count	Balance (\$)	%
UNDEFINED	0	\$0.00	0.00%
Total	0	\$0.00	0.00%



Property Type

	Count	Balance (\$)	%
UNDEFINED	0	\$0.00	0.00%
Total	0	\$0.00	0.00%

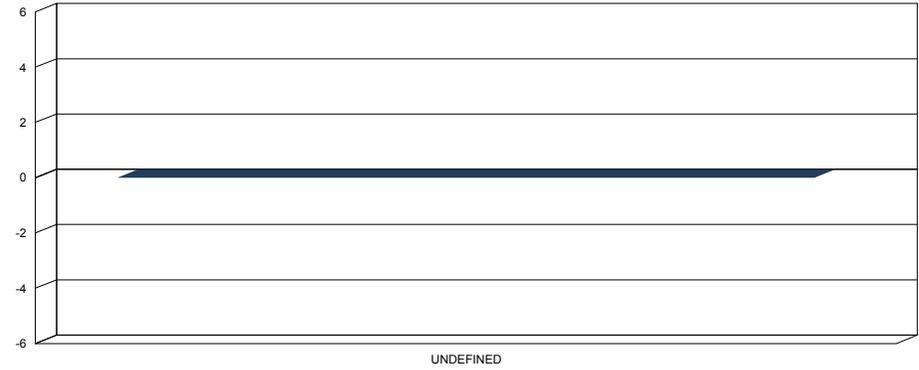
UNDEFINED	0.0%
Total:	100.0%

MORTGAGE LOAN CHARACTERISTICS

Seasoning

Months	Count	Balance (\$)	%
UNDEFINED	0	\$0.00	0.00%
Total	0	\$0.00	0.00%

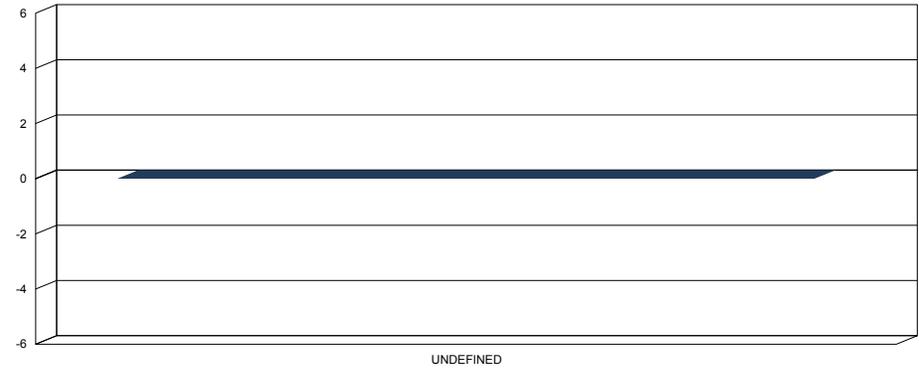
Total Weighted Average Seasoning: 0



Remaining Term to Maturity

Months	Count	Balance (\$)	%
UNDEFINED	0	\$0.00	0.00%
Total	0	\$0.00	0.00%

Total Weighted Average Remaining Months: 0



MORTGAGE LOAN CHARACTERISTICS

DSCR

	Count	Balance (\$)	%
UNDEFINED	0	\$0.00	0.00%
Total	0	\$0.00	0.00%

Total Weighted Average DSCR: 0.00



Amortization Type

	Count	Balance (\$)	%
UNDEFINED	0	\$0.00	0.00%
Total	0	\$0.00	0.00%

UNDEFINED	0.00%
Total:	100.00%

[THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT C-1

MORTGAGE LOAN SELLER'S REPRESENTATIONS AND WARRANTIES

As of the Closing Date, the mortgage loan seller will make, with respect to each underlying mortgage loan sold by it that we include in the issuing entity, representations and warranties that are expected to be generally in the form set forth below. The exceptions to those representations and warranties are expected to be generally in the form set forth on Exhibit C-2.

The mortgage loan purchase agreement, together with the representations and warranties, serves to contractually allocate risk between the mortgage loan seller, on the one hand, and the issuing entity, on the other. We present the representations and warranties set forth below for the sole purpose of describing some of the expected terms and conditions of that risk allocation. The presentation of representations and warranties below is not intended as statements regarding the actual characteristics of the underlying mortgage loans, the mortgaged real properties or other matters. We cannot assure you that the underlying mortgage loans actually conform to the statements made in the representations and warranties that we present below.

Capitalized terms used below but not otherwise defined in this Exhibit C-1 will have the meanings set forth in the mortgage loan purchase agreement.

For purposes of these representations and warranties, the phrase “to the knowledge of the Mortgage Loan Seller” or “to the Mortgage Loan Seller’s knowledge” will mean, except where otherwise expressly set forth below, the actual state of knowledge of the Mortgage Loan Seller or any servicer acting on its behalf with respect to the Loans regarding the matters referred to (but expressly excluding the knowledge of any holder of, or any servicer acting with respect to, (i) any related first lien or other prior lien mortgage previously securitized in a K-Deal transaction or (ii) any other related prior lien mortgage that has not been securitized in a K-Deal transaction (collectively, the “Senior Loan(s)”), unless in either case such servicer is also the servicer for such Loan), (a) after the Mortgage Loan Seller’s having conducted such inquiry and due diligence into such matters as would be customarily required by the Mortgage Loan Seller’s underwriting standards represented in the Multifamily Seller/Servicer Guide (the “Guide”) and the Mortgage Loan Seller’s credit policies and procedures, at the time of the Mortgage Loan Seller’s acquisition of the particular Loan; and (b) subsequent to such acquisition, utilizing the monitoring practices customarily utilized by the Mortgage Loan Seller and its servicer pursuant to the Guide, except as otherwise set forth herein. All information contained in documents which are part of or required to be part of a Mortgage File will be deemed to be within the knowledge of the Mortgage Loan Seller. Wherever there is a reference to receipt by, or possession of, the Mortgage Loan Seller of any information or documents, or to any action taken by the Mortgage Loan Seller or not taken by the Mortgage Loan Seller, such reference will include the receipt or possession of such information or documents by, or the taking of such action or the not taking of such action by, either the Mortgage Loan Seller or any servicer acting on its behalf.

The Mortgage Loan Seller represents and warrants, subject to the exceptions set forth in Exhibit C-2, with respect to each Loan, that as of the date specified below or, if no date is specified, as of the Closing Date, the following representations and warranties are true and correct in all material respects:

(1) Floating Rate and Fixed Rate.

Each Loan bears interest (a) at a floating rate based on LIBOR, rests on a monthly basis, and accrues interest on an Actual/360 Basis and/or (b) at a fixed rate.

(2) Cross-Collateralized and/or Cross-Defaulted Loans.

Except with respect to any subordinate mortgage loan identified in paragraph 3 and any Loan cross-collateralized and/or cross-defaulted with a Senior Loan, no Loan is cross-collateralized or cross-defaulted with any other mortgage loan not being transferred to the Depositor.

(3) Subordinate Loans.

As of the Origination Date, there were no subordinate mortgages securing subordinate loans encumbering the related Mortgaged Property, and, as of the Closing Date, the Mortgage Loan Seller has not purchased or

entered into any commitment to purchase any subordinate loans secured by subordinate mortgages encumbering the related Mortgaged Property (other than, if applicable, other Loans being transferred to the Depositor). The Mortgage Loan Seller has no knowledge of any mezzanine debt related to such Mortgaged Property.

(4) Single Purpose Entity.

(a) The Loan Documents executed in connection with each Loan with an original principal balance of more than \$5,000,000 require the Borrower to be a Single Purpose Entity (defined below) for at least as long as the Loan is outstanding, except in cases where the related Mortgaged Property is a residential cooperative property.

(b) To the Mortgage Loan Seller's knowledge, each such Borrower is a Single Purpose Entity.

For this purpose, a "Single Purpose Entity" means an entity (not an individual) which meets all of the following requirements:

(i) An entity whose organizational documents provide and which entity represented in the related Loan Documents, substantially to the effect that each of the following is true with respect to each Borrower:

(A) it was formed or organized solely for the purpose of owning and operating one or more of the Mortgaged Properties securing the Loans, and

(B) it is prohibited from engaging in any business unrelated to such Mortgaged Property or Properties.

(ii) An entity whose organizational documents provide or which entity represented in the related Loan Documents, substantially to the effect that all the following are true with respect to each Borrower:

(A) it does not have any assets other than those related to its interest in and operation of such Mortgaged Property or Properties,

(B) it does not have any indebtedness other than the Senior Loan(s), other loans being transferred to the Depositor (if applicable), and as otherwise permitted by the related Mortgage(s) or the other related Loan Documents,

(C) it has its own books and records and accounts separate and apart from any other Person (other than a Borrower for a Loan that is cross-collateralized and cross-defaulted with the related Loan or the related Senior Loan); provided, however, that the Loan Documents may permit the use of a centralized bank account that separately accounts for items of income and expense applicable to Borrower and the Mortgaged Property and is maintained such that all payments, disbursements and remittances related to the Mortgaged Property are applied solely to the Mortgaged Property and can be easily tracked and ascertained, and

(D) it holds itself out as a legal entity, separate and apart from any other Person.

(c) Each Loan with an original principal balance of \$25,000,000 or more has a counsel's opinion regarding non-consolidation of the Borrower in any insolvency proceeding involving any other party.

(d) To the Mortgage Loan Seller's actual knowledge, each Borrower has fully complied with the requirements of the related Loan Documents and the Borrower's organizational documents regarding Single Purpose Entity status.

- (e) The Loan Documents executed in connection with each Loan with an original principal balance of \$5,000,000 or less prohibit the related Borrower from doing either of the following:
 - (i) having any assets other than those related to its interest in the related Mortgaged Property or its financing, or
 - (ii) engaging in any business unrelated to such property and the related Loan.

(5) Licenses, Permits and Authorization.

- (a) As of the Origination Date, to Mortgage Loan Seller's knowledge, based on the related Borrower's representations and warranties in the related Loan Documents, the Borrower, commercial lessee and/or operator of the Mortgaged Property was in possession of all material licenses, permits, and authorizations required for use of the related Mortgaged Property as it was then operated.
- (b) Each Borrower covenants in the related Loan Documents that it will remain in material compliance with all material licenses, permits and other legal requirements necessary and required to conduct its business.

(6) Condition of Mortgaged Property.

To the Mortgage Loan Seller's knowledge, as of the Origination Date, based solely upon due diligence customarily performed in connection with the origination of comparable loans, one of the following is applicable:

- (a) each related Mortgaged Property is free of any material damage that would materially and adversely affect the use or value of such Mortgaged Property as security for the Loan (other than normal wear and tear), or
- (b) to the extent a prudent lender would so require, the Mortgage Loan Seller has required a reserve, letter of credit, guaranty, insurance coverage or other mitigant with respect to the condition of the Mortgaged Property.

(7) Access, Public Utilities and Separate Tax Parcels.

All of the following are true and correct with regard to each Mortgaged Property:

- (a) each Mortgaged Property is located on or adjacent to a dedicated road, or has access to an irrevocable easement permitting ingress and egress,
- (b) each Mortgaged Property is served by public utilities and services generally available in the surrounding community or otherwise appropriate for the use in which the Mortgaged Property is currently being utilized, and
- (c) each Mortgaged Property constitutes one or more separate tax parcels. In certain cases, if such Mortgaged Property is not currently a separate tax parcel, an application has been made to the applicable governing authority for creation of separate tax parcels, in which case the Loan Documents require the Borrower to escrow an amount sufficient to pay taxes for the existing tax parcel of which the Mortgaged Property is a part until the separate tax parcels are created.
- (d) Any requirement described in clauses (a), (b) or (c) will be satisfied if such matter is covered by an endorsement or affirmative insurance under the related Title Policy (defined in paragraph 11).

(8) Taxes and Assessments.

One of the following is applicable:

- (a) there are no delinquent or unpaid taxes, assessments (including assessments payable in future installments) or other outstanding governmental charges affecting any Mortgaged Property that are or may become a lien of priority equal to or higher than the lien of the related Mortgage, or
- (b) an escrow of funds has been established, in connection with the Senior Loan(s) and/or the Loan, in an amount (including all ongoing escrow payments to be made prior to the date on which taxes and assessments become delinquent) sufficient to cover the payment of such unpaid taxes and assessments.

For purposes of this representation and warranty, real property taxes and assessments will not be considered unpaid until the date on which interest or penalties would be first payable.

(9) Ground Leases.

No Loan is secured in whole or in part by the related Borrower's interest as lessee under a ground lease of the related Mortgaged Property without also being secured by the related fee interest in such Mortgaged Property.

(10) Valid Lien.

- (a) Each related Mortgage creates a valid and enforceable lien subject and inferior only to the liens created in connection with or as security for the Senior Loan(s) on the related Mortgaged Property (and, if applicable, the liens created in connection with or as security for any other Loans being transferred to the Depositor) and subject to Permitted Encumbrances (defined below) and except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (b) If the related Loan is cross-collateralized with any other Loan(s) or any Senior Loans, the related Mortgage encumbering the related Mortgaged Property also secures such other Loan(s) and Senior Loans.
- (c) The related Mortgaged Property is free and clear of any mechanics' and materialmen's liens which are prior to or equal with the lien of the related Mortgage, except those which are bonded over, escrowed for or insured against by a Title Policy.
- (d) A UCC financing statement has been filed and/or recorded (or sent for filing or recording) (or, in the case of fixtures, the Mortgage constitutes a fixture filing) in all places (if any) necessary at the time of origination of the Loan to perfect a valid security interest (subject and inferior to the perfected security interest(s) created in connection with or as security for the Senior Loan(s) and, if applicable, any other Loans being transferred to the Depositor) in the personal property owned by Borrower and reasonably necessary to operate the related Mortgaged Property in its current use other than for any of the following:
 - (i) non-material personal property,
 - (ii) personal property subject to purchase money security interests, and
 - (iii) personal property that is leased equipment, to the extent a security interest may be created by filing or recording.

Notwithstanding the foregoing, no representation is made as to the perfection of any security interest in rents or other personal property to the extent that possession or control of such items or actions other than the filing of UCC financing statements are required in order to effect such perfection.

- (e) Any security agreement or equivalent document related to and delivered in connection with the Loan establishes and creates a valid and enforceable lien on the property described therein (other than (i) on healthcare licenses, (ii) on payments to be made under Medicare, Medicaid or similar federal, state or local third party payor programs, including housing assistance payments contracts, or (iii) on any federal, state or local permits or approvals for the operation of a wastewater treatment plant, sewer system or sewage treatment plant, private water or utility system or similar facility, to the extent any of the foregoing are not assignable without governmental approval), subject to the liens created in connection with or as security for the Senior Loan(s) (and, if applicable, any other Loans being transferred to the Depositor) and subject to other Permitted Encumbrances and except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(11) Title Insurance.

- (a) Each Mortgaged Property is covered by an ALTA lender's title insurance policy (or its equivalent as set forth in the applicable jurisdiction), a pro forma policy or a marked-up title insurance commitment (on which the required premium has been paid) that evidences such title insurance policy (collectively, a "Title Policy"), in the original principal amount of the related Loan (or the allocated loan amount of the portions of the Mortgaged Property that are covered by such Title Policy).
- (b) Each Title Policy insures that the related Mortgage is a valid lien subject and inferior only to the liens created in connection with or as security for the Senior Loan(s) on the related Mortgaged Property (and, if applicable, the liens created in connection with or as security for any other Loans being transferred to the Depositor) and subject only to Permitted Encumbrances.
- (c) Each Title Policy (or, if it has yet to be issued, the coverage to be provided by such Title Policy) is in full force and effect and all premiums have been paid.
- (d) Each Title Policy contains no exclusion for or affirmatively insures (except for any Mortgaged Property located in a jurisdiction where such affirmative insurance is not available) each of the following:
 - (i) there is access to a public road,
 - (ii) the area shown on the survey is the same as the property legally described in the Mortgage,
 - (iii) unless the property is located in one of the Super Lien States (defined below), the lien of the Mortgage is superior to a lien created by any applicable statute relating to environmental remediation, and
 - (iv) to the extent that the Mortgaged Property consists of two or more adjoining parcels, such parcels are contiguous.
- (e) No material claims have been made or paid under the Title Policy.

- (f) The Mortgage Loan Seller has not done, by act or omission, anything that would materially impair or diminish the coverage under the Title Policy, and has no knowledge of any such action or omission.
- (g) Immediately following the transfer and assignment of the related Loan to the Trustee, the Title Policy (or, if it has yet to be issued, the coverage to be provided by such Title Policy) will inure to the benefit of the Trustee without the consent of or notice to the insurer of the Title Policy.
- (h) The applicable Mortgage Loan Originator, the Mortgage Loan Seller and its successors and assigns are the sole named insureds under the Title Policy.
- (i) To the Mortgage Loan Seller's knowledge, the insurer of the Title Policy is qualified to do business in the jurisdiction in which the related Mortgaged Property is located.

"Permitted Encumbrances" means:

- (i) any lien created in connection with or as security for the Senior Loan(s) and any lien created in connection with or as security for any other Loans being transferred to the Depositor,
- (ii) the lien of current real property taxes, ground rents, water charges, sewer rents and assessments not yet delinquent,
- (iii) covenants, conditions and restrictions, rights of way, easements and other matters of public record specifically identified in the Title Policy, none of which, individually or in the aggregate, materially interferes with any of the following:
 - (A) the current use of the Mortgaged Property,
 - (B) the security in the collateral intended to be provided by the lien of such Mortgage,
 - (C) the related Borrower's ability to pay its obligations when they become due, or
 - (D) the value of the Mortgaged Property,
- (iv) exceptions (general and specific) and exclusions set forth in such Title Policy, none of which, individually or in the aggregate, materially interferes with any of the following:
 - (A) the current use of the Mortgaged Property,
 - (B) the security in the collateral intended to be provided by the lien of such Mortgage,
 - (C) the related Borrower's ability to pay its obligations when they become due, or
 - (D) the value of the Mortgaged Property,
- (v) the rights of tenants, as tenants only, under leases, including subleases, pertaining to the related Mortgaged Property,
- (vi) other matters to which similar properties are commonly subject, none of which, individually or in the aggregate, materially interferes with any of the following:
 - (A) the current use of the Mortgaged Property,

- (B) the security in the collateral intended to be provided by the lien of such Mortgage,
 - (C) the related Borrower's ability to pay its obligations when they become due, or
 - (D) the value of the Mortgaged Property, and
- (vii) if the related Loan is cross-collateralized with any other Loan(s), the lien of any such cross-collateralized Loan(s).

“Super Lien States” means Alaska, Arizona, Arkansas, Connecticut, Delaware, District of Columbia, Hawaii, Illinois, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, Texas, Washington and/or Wisconsin.

(12) Encroachments.

- (a) To the Mortgage Loan Seller's knowledge (based only upon the Title Policy obtained in connection with the origination of the Loan, and upon any written certifications relating to prior-dated surveys that may have been obtained from the related Borrowers in connection with the origination of the Loan), as of the related Origination Date of each Loan, all of the material improvements on the related Mortgaged Property that were considered in determining the appraised value of the Mortgaged Property lay wholly within the boundaries and building restriction lines of such property and there are no encroachments of any part of any building over any easement, except for one or more of the following:
- (i) encroachments onto adjoining parcels that are insured against by the related Title Policy,
 - (ii) encroachments that do not materially and adversely affect the operation, use or value of such Mortgaged Property or the security intended to be provided by the Mortgage,
 - (iii) violations of the building restriction lines that are covered by ordinance and law coverage in amounts customarily required by prudent multifamily mortgage lenders for similar properties,
 - (iv) violations of the building restriction lines that are insured against by the related Title Policy, or
 - (v) violations of the building restriction lines that do not materially and adversely affect the operation, use or value of such Mortgaged Property or the security intended to be provided by the Mortgage.
- (b) To the Mortgage Loan Seller's knowledge (based only upon the Title Policy obtained in connection with the origination of the Loan, and upon any written certifications relating to prior-dated surveys that may have been obtained from the related Borrowers in connection with the origination of the Loan), as of the related Origination Date of each Loan, no improvements on adjoining properties materially encroached upon such Mortgaged Property so as to materially and adversely affect the operation, use or value of such Mortgaged Property or the security intended to be provided by the Mortgage, except those encroachments that are insured against by the related Title Policy.

(13) Zoning.

As of the Origination Date, based upon the “Zoning Due Diligence” (defined below) one of the following is applicable to each Mortgaged Property:

- (a) the improvements located on or forming part of each Mortgaged Property materially comply with applicable zoning laws and ordinances, or
- (b) the improvements located on or forming part of each Mortgaged Property constitute a legal non-conforming use or structure and one of the following is true:
 - (i) the non-compliance does not materially and adversely affect the value of the related Mortgaged Property, or
 - (ii) ordinance and law coverage was provided in amounts customarily required by prudent multifamily mortgage lenders for similar properties.

The foregoing may be based upon one or more of the following (“Zoning Due Diligence”):

- (A) a statement of full restoration by a zoning authority, or a zoning classification letter, zoning confirmation letter or similar zoning letter issued by a zoning authority in connection with the origination of the Loan,
 - (B) copies of legislation or variance permitting full restoration of the Mortgaged Property,
 - (C) a damage restoration statement along with an evaluation of the Mortgaged Property,
 - (D) a zoning report prepared by a company acceptable to the Mortgage Loan Seller,
 - (E) an opinion of counsel, and/or
 - (F) other due diligence considered reasonable by prudent multifamily mortgage lenders in the lending area where the subject Mortgaged Property is located (such reasonable due diligence includes, but is not limited to, ordinance and law coverage as specified in clause (b)(ii) above).
- (14) Environmental Conditions.
- (a) As of the Origination Date, each Borrower represented and warranted in all material respects that to its knowledge, such Borrower has not used, caused or permitted to exist (and will not use, cause or permit to exist) on the related Mortgaged Property any Hazardous Materials in any manner which violates federal, state or local laws, ordinances, regulations, orders, directives or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials or other environmental laws, subject to each of the following:
 - (i) exceptions set forth in certain Environmental Reports, neighborhood hazardous waste activity reports or other updated database searches obtained in connection with the origination of the Loan to such Borrower,
 - (ii) Hazardous Materials that are commonly used in the operation and maintenance of properties of similar kind and nature to the Mortgaged Property,
 - (iii) Hazardous Materials that are commonly used in accordance with prudent management practices and applicable law, and
 - (iv) Hazardous Materials that are commonly used in a manner that does not result in any contamination of the Mortgaged Property that is not permitted by law.
 - (b) Each Mortgage requires the related Borrower to comply, and to cause the related Mortgaged Property to be in compliance, with all Hazardous Materials Laws applicable to the Mortgaged Property.

- (c) Each Borrower (or an Affiliate thereof) has agreed to indemnify, defend and hold the lender and its successors and assigns harmless from and against losses, liabilities, damages, injuries, penalties, fines, expenses, and claims of any kind whatsoever (including attorneys' fees and costs) paid, incurred or suffered by, or asserted against, any such party resulting from a breach of the foregoing representations or warranties given by the Borrower in connection with such Loan.
- (d) A neighborhood hazardous substances activity report or an updated database search was obtained in connection with the origination of the Loan to such Borrower, and, in the case of certain Loans, a Phase I Environmental Report and/or a Phase II Environmental Report (in either case meeting ASTM International standards), was conducted by a reputable environmental consulting firm with respect to the related Mortgaged Property within 12 months of the Origination Date.
- (e) If any material non-compliance or material existence of Hazardous Materials was indicated in any neighborhood hazardous substances activity report or updated database search (or, if applicable, Phase I Environmental Report or Phase II Environmental Report) obtained in connection with the origination of the Loan, then at least one of the following statements is true:
 - (i) funds reasonably estimated to be sufficient to cover the cost to cure any material non-compliance with applicable environmental laws or material existence of Hazardous Materials have been escrowed, or a letter of credit in such amount has been provided, by the related Borrower and held by the Mortgage Loan Seller or its servicer, subject to any requirements of the Senior Loan(s),
 - (ii) if the neighborhood hazardous substances activity report or updated database search (or, if applicable, Environmental Report) recommended an operations and maintenance plan, but not any material expenditure of funds, the related Borrower has been required to maintain an operations and maintenance plan,
 - (iii) the environmental condition identified in the related neighborhood hazardous substances activity report or updated database search (or, if applicable, Environmental Report) was remediated or abated in all material respects,
 - (iv) a no further action or closure letter was obtained from the applicable governmental regulatory authority (or the environmental issue affecting the related Mortgaged Property was otherwise listed by such governmental authority as "closed"),
 - (v) such conditions or circumstances identified in the neighborhood hazardous substances activity report or updated database search (or, if applicable, Phase I Environmental Report) were investigated further and, based upon such additional investigation, an environmental consultant recommended no further investigation or remediation,
 - (vi) a party with financial resources reasonably estimated to be adequate to cure the condition or circumstance provided a guaranty or indemnity to the related Borrower or lender to cover the costs of any required investigation, testing, monitoring or remediation, or
 - (vii) the reasonably estimated costs of such remediation do not exceed 2% of the outstanding principal balance of the related Loan.
- (f) To the best of the Mortgage Loan Seller's knowledge, in reliance on such neighborhood hazardous substances activity reports or updated database searches (or, if applicable, Environmental Reports) and except as set forth in any of the foregoing, each Mortgaged Property is in material compliance with all Hazardous Materials Laws, and to the best of the Mortgage Loan Seller's knowledge as of the Origination Date, no notice of violation of such laws has been issued by any governmental agency or authority, except, in all cases, as indicated in such neighborhood hazardous substances activity reports, updated database searches, Environmental Reports (if applicable) or other documents previously provided to the Depositor.

- (g) The Mortgage Loan Seller has not taken any action that would cause the Mortgaged Property not to be in compliance with all Hazardous Materials Laws.
- (h) All such Environmental Reports or any other environmental assessments including any neighborhood hazardous substances activity reports or updated database searches relied upon by the Mortgage Loan Seller obtained in connection with the origination of the Loan and of which the Mortgage Loan Seller has possession have been disclosed to the Depositor.

(i) [Reserved.]

“Hazardous Materials” means

- (i) petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls (“PCBs”) and compounds containing them,
- (ii) lead and lead-based paint,
- (iii) asbestos or asbestos-containing materials in any form that is or could become friable,
- (iv) underground or above-ground storage tanks that are not subject to a “no further action” letter from the regulatory authority in the related property jurisdiction, whether empty or containing any substance,
- (v) any substance the presence of which on the Mortgaged Property is prohibited by any federal, state or local authority,
- (vi) any substance that requires special handling and any other “hazardous material,” “hazardous waste,” “toxic substance,” “toxic pollutant,” “contaminant,” or “pollutant” by or within the meaning of any Hazardous Materials Law, or
- (vii) any substance that is regulated in any way by or within the meaning of any Hazardous Materials Law.

“Hazardous Materials Law” means

- (i) any federal, state, and local law, ordinance and regulation and standard, rule, policy and other governmental requirement, administrative ruling and court judgment and decree in effect now or in the future and including all amendments, that relate to Hazardous Materials or the protection of human health or the environment and apply to the Borrower or to the Mortgaged Property, and
- (ii) Hazardous Materials Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et. seq., and their state analogs.

(15) Insurance.

(a) Each related Mortgaged Property is insured by each of the following:

- (i) a property damage insurance policy, issued by an insurer meeting the requirements of the Loan Documents and/or the Guide, in an amount not less than

- (A) the lesser of (1) the outstanding principal amount of the related Loan and (2) the replacement cost (with no deduction for physical depreciation) of the Mortgaged Property, and
 - (B) the amount necessary to avoid the operation of any co-insurance provisions with respect to the related Mortgaged Property,
- (ii) business income or rental value insurance covering no less than the effective gross income, as determined by the Mortgage Loan Seller or by the holder of any Senior Loan(s) or its servicer, attributable to the Mortgaged Property for 12 months,
- (iii) comprehensive general liability insurance in amounts generally required by prudent multifamily mortgage lenders for similar properties, and
- (iv) if windstorm and related perils and/or “Named Storm” is excluded from the property damage insurance policy, the Mortgaged Property is insured by a separate windstorm insurance policy or endorsement covering damage from windstorm and related perils and/or “Named Storm” in an amount not less than:
 - (A) the lesser of (1) the outstanding principal amount of the related Loan and (2) the replacement cost (with no deduction for physical depreciation) of the Mortgaged Property, and
 - (B) the amount necessary to avoid the operation of any co-insurance provisions with respect to the related Mortgaged Property.
- (b) All Mortgaged Properties with borrower-owned structures located in (i) seismic zones 3 or 4 or (ii) a geographic location with a horizontal Peak Ground Acceleration (PGA) equal to or greater than 0.15g have had a seismic assessment done for the sole purpose of assessing (A) a scenario expected loss (“SEL”) or (B) a probable maximum loss (“PML”) for the Mortgaged Property in the event of an earthquake. In such instance, the SEL/PML was based upon a 475-year lookback with a 10% probability of exceedance in a 50-year period. If a seismic assessment concluded that the SEL/PML on a Mortgaged Property would exceed 20% of the amount of the replacement costs of the improvements, earthquake insurance was required in an amount not less than 150% of an amount equal to the difference between the projected loss for the Mortgaged Property using the actual SEL/PML and the projected loss for the Mortgaged Property using a 20% SEL/PML.
- (c) Each insurance policy (other than liability policies) requires at least ten days prior notice to the lender of termination or cancellation by the insurer arising because of non-payment of a premium and at least 30 days prior notice to the lender of termination or cancellation by the insurer arising for any reason other than non-payment of a premium, and no such notice has been received by the Mortgage Loan Seller.
- (d) To the Mortgage Loan Seller’s knowledge, all premiums on such insurance policies required to be paid have been paid.
- (e) Each insurance policy contains a standard mortgagee clause and loss payee clause in favor of lender and names the mortgagee as an additional insured in the case of liability insurance policies (other than with respect to professional liability policies).
- (f) Based solely on a flood zone determination, if any material portion of the improvements on the Mortgaged Property, exclusive of any parking lots, is located in an area identified by the Federal Emergency Management Agency as a special flood hazard area, then the Borrower is required to maintain flood insurance for such portion of the improvements located in a special flood hazard area in an amount equal to the maximum amount available under the National Flood Insurance

Program, plus such additional excess flood coverage in an amount generally required by prudent multifamily mortgage lenders for similar properties.

- (g) The related Loan Documents for each Loan obligate the related Borrower to maintain all such insurance and, if the Borrower fails to do so, authorize the lender, subject to the rights of the lender of any Senior Loan(s), to maintain such insurance at the Borrower's cost and expense and to seek reimbursement for such insurance from the Borrower.
- (h) None of the Loan Documents contains any provision that expressly excuses the related Borrower from obtaining and maintaining insurance coverage for acts of terrorism.
- (i) The related Loan Documents for each Loan contain customary provisions consistent with the practices of prudent multifamily mortgage lenders for similar properties requiring the related Borrower to obtain such other insurance as the lender may require from time-to-time.

(16) Grace Periods.

For any Loan that provides for a grace period with respect to delinquent Monthly Payments, such grace period is no longer than ten days from the applicable payment date.

(17) Due on Encumbrance.

Each Loan prohibits the related Borrower from doing either of the following:

- (a) from mortgaging or otherwise encumbering the Mortgaged Property without the prior written consent of the lender or the satisfaction of debt service coverage and other criteria specified in the related Loan Documents, and
- (b) from carrying any additional indebtedness other than the Senior Loan(s) and, if applicable, any other loans being transferred to the Depositor, except as set forth in the Loan Documents (including with respect to future permitted subordinate debt) or in connection with trade debt and equipment financings incurred in the ordinary course of Borrower's business.

(18) Carveouts to Non-Recourse.

- (a) The Loan Documents for each Loan provide that:
 - (i) the related Borrower will be liable to the lender for any losses incurred by the lender due to any of the following:
 - (A) the misapplication or misappropriation of rents (after a demand is made after an event of default), insurance proceeds or condemnation awards,
 - (B) any breach of the environmental covenants contained in the related Loan Documents,
 - (C) fraud by such Borrower in connection with the application for or creation of the Loan or in connection with any request for any action or consent by the lender, and
 - (ii) the Loan will become full recourse in the event of a voluntary bankruptcy filing by the Borrower.
- (b) A natural person is jointly and severally liable with the Borrower with respect to (a)(i) and (a)(ii).

(19) Financial Statements.

Each Loan requires the Borrower to provide the owner or holder of the Mortgage with quarterly and annual operating statements, rent rolls (or annual maintenance rolls in the case of cooperative associations), and related information and annual financial statements.

(20) Due on Sale.

(a) Each Loan contains provisions for the acceleration of the payment of the unpaid principal balance of such Loan if, without the consent of the holder of the Mortgage and/or if not in compliance with the requirements of the related Loan Documents, the related Mortgaged Property or a controlling interest in the related Borrower is directly or indirectly transferred or sold, except with respect to any of the following transfers:

- (i) transfers of certain interests in the related Borrower to Persons already holding direct or indirect interests in such Borrower, their family members, affiliated companies and other estate planning related transfers that satisfy certain criteria specified in the related Loan Documents (which criteria are consistent with the practices of prudent multifamily mortgage lenders),
- (ii) transfers of less than a controlling interest in a Borrower,
- (iii) transfers of common stock in publicly traded companies, or
- (iv) if the related Mortgaged Property is a residential cooperative property, transfers of stock of the related Borrower in connection with the assignment of a proprietary lease for a unit in the related Mortgaged Property by a tenant-shareholder of the related Borrower to other Persons who by virtue of such transfers become tenant-shareholders in the related Borrower.

(b) The Mortgage requires the Borrower to pay all fees and expenses associated with securing the consent or approval of the holder of the Mortgage for all actions requiring such consent or approval under the Mortgage including the cost of counsel opinions relating to REMIC or other securitization and tax issues.

(21) Assignment of Leases.

(a) Each Mortgage File contains an Assignment of Leases that is part of the related Mortgage.

(b) Each such Assignment of Leases creates a valid present assignment of, or a valid lien or security interest in (subject and inferior only to the assignments, liens and/or security interests granted in connection with and as security for any Senior Loan(s) and any other Loans being transferred to the Depositor), certain rights under the related lease or leases, subject only to a license granted to the related Borrower to exercise certain rights and to perform certain obligations of the lessor under such lease or leases, including the right to operate the related leased property, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights or by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

(c) Other than the lender or holder of the Senior Loan(s), no Person other than the related Borrower owns any interest in any payments due under the related lease or leases that is superior to or of equal priority with the lender's interest.

- (d) The related Mortgage provides for the appointment of a receiver for rents or allows the holder thereof to enter into possession to collect rents or provides for rents to be paid directly to the mortgagee in the event of a default under the Loan or Mortgage.

(22) Insurance Proceeds and Condemnation Awards.

- (a) Each Loan provides that, subject to the rights and interests of the lender or holder of the Senior Loan(s), insurance proceeds and condemnation awards will be applied to one of the following:
 - (i) restoration or repair of the related Mortgaged Property,
 - (ii) restoration or repair of the related Mortgaged Property, with any excess insurance proceeds or condemnation awards after restoration or repair being paid to the Borrower, or
 - (iii) reduction of the principal amount of the Loan.
- (b) Each Loan provides that, subject to the rights and interests of the lender or holder of the Senior Loan(s), in the case of all casualty losses or condemnations resulting in proceeds or awards in excess of a specified dollar amount or percentage of the Loan amount that a prudent multifamily lender would deem satisfactory and acceptable, the lender or a trustee appointed by it (if the lender does not exercise its right to apply the insurance proceeds or condemnation awards, including proceeds from settlement of condemnation actions, to the principal balance of the related Loan in accordance with the Loan Documents) has the right to hold and disburse such proceeds or awards as the repairs or restoration progresses.
- (c) To the Mortgage Loan Seller's knowledge, there is no proceeding pending for the total or partial condemnation of such Mortgaged Property that would have a material adverse effect on the use or value of the Mortgaged Property.

(23) Customary Provisions.

- (a) The Note or Mortgage for each Loan, together with applicable state law, contains customary and enforceable provisions so as to render the rights and remedies of the holder of such Note or Mortgage adequate for the practical realization against the related Mortgaged Property of the principal benefits of the security in the collateral intended to be provided by such Note or the lien of such Mortgage, including realization by judicial or if applicable, non-judicial foreclosure, except as the enforcement of the Mortgage may be limited by bankruptcy, insolvency, reorganization, moratorium, redemption or other laws affecting the enforcement of creditors' rights or by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (b) No Borrower is a debtor in, and no Mortgaged Property is the subject of, any state or federal bankruptcy or insolvency proceeding, and, as of the Origination Date, no guarantor was a debtor in any state or federal bankruptcy or insolvency proceeding.

(24) Litigation.

To the knowledge of the Mortgage Loan Seller as of the Origination Date, there are no actions, suits or proceedings before any court, administrative agency or arbitrator concerning any Loan, Borrower or related Mortgaged Property, an adverse outcome of which would reasonably be expected to materially and adversely affect any of the following:

- (a) title to the Mortgaged Property or the validity or enforceability of the related Mortgage,
- (b) the value of the Mortgaged Property as security for the Loan,

- (c) the use for which the Mortgaged Property was intended, or
 - (d) the Borrower's ability to perform under the related Loan.
- (25) Escrow Deposits.
- (a) To the Mortgage Loan Seller's knowledge as of the Origination Date, all escrow deposits and payments relating to each Loan that are required to be deposited or paid to the Mortgage Loan Seller, if any, have been deposited or paid.
 - (b) [Reserved.]
 - (c) All such escrow deposits that have not been disbursed pursuant to the Loan Documents are, to the extent held by the Mortgage Loan Seller, being conveyed by the Mortgage Loan Seller to the Depositor and identified with appropriate detail.
- (26) Valid Assignment.
- (a) Each related assignment of Mortgage and related assignment of Assignment of Leases, if any, from the Mortgage Loan Seller to the Depositor is in recordable form and constitutes the legal, valid and binding assignment from the Mortgage Loan Seller to the Depositor, except as enforcement may be limited by bankruptcy, insolvency, reorganization, liquidation, receivership, moratorium or other laws relating to or affecting the enforcement of creditors' rights or by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).
 - (b) Each related Mortgage and Assignment of Leases, if any, is freely assignable without the consent of the related Borrower.
- (27) Appraisals.
- Each Servicing File (or the Servicing File of a Loan that is secured by the same Mortgaged Property and that is concurrently being conveyed by the Mortgage Loan Seller to the Depositor) contains an appraisal for the related Mortgaged Property with a valuation date that is within 12 months of the Closing Date and that satisfies the guidelines set forth in Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989.
- (28) Inspection of Mortgaged Property.
- The Mortgage Loan Seller (or if the Mortgage Loan Seller is not the Mortgage Loan Originator, the Mortgage Loan Originator) inspected or caused to be inspected each Mortgaged Property in connection with the origination of the related Loan and within 12 months of the Closing Date.
- (29) Qualification To Do Business.
- To the extent required under applicable law, as of the Cut-off Date or as of the date that such entity held the Note, each holder of the Note was authorized to transact and do business in the jurisdiction in which the related Mortgaged Property is located, or the failure to be so authorized did not materially and adversely affect the enforceability of such Loan.
- (30) Ownership.
- (a) Immediately prior to the transfer to the Depositor of the Loans, the Mortgage Loan Seller had good title to, and was the sole owner of, each Loan.

- (b) The Mortgage Loan Seller has full right, power and authority to transfer and assign each of the Loans to the Depositor and has validly and effectively conveyed (or caused to be conveyed) to the Depositor or its designee all of the Mortgage Loan Seller's legal and beneficial interest in and to the Loans free and clear of any and all liens, pledges, charges, security interests and/or other encumbrances of any kind.

(31) Deed of Trust.

If the Mortgage is a deed of trust, each of the following is true:

- (a) a trustee, duly qualified under applicable law to serve as trustee, currently serves as trustee and is named in the deed of trust (or has been or may be substituted in accordance with applicable law by the related lender), and
- (b) such deed of trust does not provide for the payment of fees or expenses to such trustee by the Mortgage Loan Seller, the Depositor or any transferee of the Mortgage Loan Seller or the Depositor.

(32) Validity of Loan Documents.

- (a) Each Note, Mortgage or other agreement that evidences or secures the related Loan and was executed by or for the benefit of the related Borrower or any guarantor is the legal, valid and binding obligation of the signatory, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights or by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).
- (b) There is no valid offset, defense, counterclaim, or right of rescission, abatement or diminution available to the related Borrower or any guarantor with respect to such Note, Mortgage or other agreement, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights or by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).
- (c) To the Mortgage Loan Seller's knowledge, no offset, defense, counterclaim or right of rescission, abatement or diminution has been asserted by Borrower or any guarantor.

(33) Compliance with Usury Laws.

As of the Origination Date, the Mortgage Rate (exclusive of any default interest, late charges, yield maintenance charge, or prepayment premiums) of each Loan was in compliance with, or was exempt from, applicable state or federal laws, regulations and other requirements pertaining to usury.

(34) No Shared Appreciation.

No Loan has shared appreciation rights with respect to such Loan (it being understood that equity holdings, including without limitation, preferred equity holdings, will not be considered shared appreciation rights with respect to a Loan), any other contingent interest feature or a negative amortization feature.

(35) Whole Loan.

Each Loan is a whole loan and is not a participation interest in such Loan.

(36) Loan Information.

The information set forth in the Mortgage Loan Schedule is true, complete and accurate in all material respects.

(37) Full Disbursement.

The proceeds of the Loan have been fully disbursed and there is no requirement for future advances.

(38) No Advances.

No advance of funds has been made by the Mortgage Loan Seller to the related Borrower, and no advance of funds have, to the Mortgage Loan Seller's knowledge, been received (directly or indirectly) from any Person (other than from mezzanine debt or any preferred equity interest holder) for or on account of payments due on the Loan.

(39) All Collateral Transferred.

All collateral that secures the Loans is being transferred to the Depositor as part of the Loans (other than (i) healthcare licenses, (ii) Medicare, Medicaid or similar federal, state or local third party payor programs, including housing assistance payments contracts, or (iii) any federal, state or local permits or approvals for the operation of a wastewater treatment plant, sewage plant, private water or utility system or similar facility, to the extent any of the foregoing are not transferable without governmental approval).

(40) Loan Status; Waivers and Modifications.

Since the Origination Date and except pursuant to written instruments set forth in the related Mortgage File or as described in the Pooling and Servicing Agreement as a Freddie Mac Pre-Approved Servicing Request, all of the following are true and correct:

- (a) the material terms of such Mortgage, Note and related Loan Documents have not been waived, impaired, modified, altered, satisfied, canceled, subordinated or rescinded in any respect,
- (b) no related Mortgaged Property or any portion thereof has been released from the lien of the related Mortgage in any manner which materially interferes with the security intended to be provided by such Mortgage or the use, value or operation of such Mortgaged Property, and
- (c) neither Borrower nor guarantor has been released from its obligations under the Loan.

(41) Defaults.

- (a) There exists no monetary default (other than payments due but not yet more than 30 days past due) or, to Mortgage Loan Seller's knowledge, material non-monetary default, breach, violation or event of acceleration under the related Loan.
- (b) To Mortgage Loan Seller's knowledge, there exists no event that, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a material default, breach, violation or event of acceleration under such Loan (Mortgage Loan Seller expressly disclaiming any requirement, implied or otherwise, to conduct inquiry or due diligence with respect to events, circumstances or conditions existing or threatened with respect to any related Senior Loan(s), which could now or in the future constitute a default, breach, violation or event of acceleration under the related Loan as a result of cross-defaulting with such Senior Loan(s)); provided, however, that the representations and warranties set forth in this paragraph 41 do not address or otherwise cover any default, breach, violation or event of acceleration that specifically pertains to any matter otherwise covered by any other representation or warranty made by the Mortgage Loan Seller in this Exhibit A; and, provided, further, that a breach by the Borrower of any representation or warranty contained in any Loan Document (each, a "Borrower Representation") will not constitute a material non-monetary default, breach, violation or event of acceleration for purposes of this paragraph 41 if the subject matter of such Borrower Representation is covered by any exception to any representation or warranty made by the Mortgage Loan Seller in this Exhibit A.

- (c) Since the Origination Date, except as set forth in the related Mortgage File, neither the Mortgage Loan Seller nor any servicer of the Loan has waived any material default, breach, violation or event of acceleration under any of the Loan Documents.
 - (d) Pursuant to the terms of the Loan Documents, no Person or party other than the holder of the Note and Mortgage may declare an event of default or accelerate the related indebtedness under such Loan Documents.
- (42) Payments Current.
- No scheduled payment of principal and interest under any Loan was more than 30 days past due as of the Cut-off Date, and no Loan was more than 30 days delinquent in the 12-month period immediately preceding the Cut-off Date.
- (43) Qualified Loan.
- Each Loan constitutes a “qualified mortgage” within the meaning of Code Section 860G(a)(3) (but without regard to the rule in Treasury Regulation Section 1.860G-2(f)(2) that treats a defective obligation as a “qualified mortgage” or any substantially similar successor provision). Any prepayment premiums and yield maintenance charges payable upon a voluntary prepayment under the terms of such Loan constitute “customary prepayment penalties” within the meaning of Treasury Regulation Section 1.860G-1(b)(2).
- (44) [Reserved.]
- (45) [Reserved.]
- (46) Releases of Mortgaged Property.
- (a) Except as may be required in connection with a partial condemnation or taking of a Mortgaged Property, no Loan requires the lender to release all or any portion of the related Mortgaged Property from the lien of the related Mortgage, except as in compliance with the REMIC Provisions and one of the following:
 - (i) upon payment in full of all amounts due under the related Loan,
 - (ii) in connection with a full or partial defeasance pursuant to provisions in the related Loan Documents,
 - (iii) unless such portion of the Mortgaged Property was not considered material for purposes of underwriting the Loan, was not included in the appraisal for such Mortgaged Property or does not generate income,
 - (iv) upon the payment of a release price at least equal to the allocated loan amount or, if none, the appraised value of the released parcel and any related prepayment, or
 - (v) with respect to any Loan that is cross-collateralized with any other Loan(s), or any Loan that is secured by multiple Mortgaged Properties, in connection with the release of any cross-collateralization pursuant to provisions in the related Loan Documents.
 - (b) With respect to clauses (iii), (iv) and (v) above, for all Loans originated after December 6, 2010, if the fair market value of the real property constituting the remaining Mortgaged Property (reduced by (a) the outstanding principal balance of all Senior Loan(s) secured by the Mortgaged Property and (b) a proportionate amount of all indebtedness secured by the Mortgaged Property that is at the same level of priority as the related Loan) immediately after the release of such portion of the Mortgaged Property from the lien of the related Mortgage is not equal to at least 80% of the remaining principal amount of the Loan, the related Borrower is required, except with respect to a

release required in connection with a partial condemnation or taking of the related Mortgaged Property, to prepay the Loan in an amount equal to or greater than the amount required by the REMIC Provisions.

(47) Origination and Servicing.

The origination, servicing and collection practices used by the Mortgage Loan Seller or, to the Mortgage Loan Seller's knowledge, any prior holder or servicer of each Loan have been in compliance with all applicable laws and regulations, and substantially in accordance with the practices of prudent multifamily mortgage lenders with respect to similar mortgage loans and in compliance with the Guide in all material respects.

[THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT C-2

EXCEPTIONS TO MORTGAGE LOAN SELLER’S REPRESENTATIONS AND WARRANTIES

Capitalized terms used below but not otherwise defined in this Exhibit C-2 will have the meanings set forth in the mortgage loan purchase agreement.

Representation and Warranty	Loan Number*	Mortgaged Property Name	Issue
4 (Single Purpose Entity)	27	Fountain Park Apartments	In addition to the Mortgaged Property, Borrower previously owned certain real property and/or ownership interests in other entities (some of which may have owned real property). Borrower transferred the real property and/or transferred, sold or otherwise disposed of the ownership interests in other entities prior to origination.
9 (Ground Leases)	73	Grandmarc At Austin (Third Lien)	The Loan is secured only by Borrower’s interest as lessee under a ground lease of the Mortgaged Property and is not secured by the fee interest in the Mortgaged Property.
10 (Valid Lien)	2 28 32 61 76 79 80	Halstead Danvers City Gate Apartment Homes New Brookside Apartments Meadow Ridge Apartments (Third Lien) Canterra Apartments Ann Arbor City Apartments Milford Commons I And II	The Mortgaged Property is subject to a regulatory agreement, declaration of restrictive covenants, land use restriction agreement, extended use agreement or other similar agreement (each, a “ <u>Regulatory Agreement</u> ”) that may impose certain tenant income and/or rent affordability restrictions and, in some cases, certain other operating restrictions, on all or a portion of the units in the Mortgaged Property and may include remedies beyond those of specific performance and/or injunctive relief. The covenants and restrictions contained in the Regulatory Agreement may run with the land and may be binding on Borrower and its successors and assigns and all others later acquiring right or title to the Mortgaged Property.
11 (Title Insurance)	8 22 27 30 33 37 43 54 72 85	Westbury Apartments Villas At Mountain Vista Ranch Fountain Park Apartments Metro Park Apartment Homes Brookstone At Edgewater Twin Creeks Apartments Golf Villas At Oro Valley Independence Plaza Apartments The Paseos At Magnolia Villa Serena Apartments (Third Lien)	The Title Policy contains an exclusion for or fails to affirmatively insure that the area shown on the survey is the same as the property legally described in the Mortgage because Mortgage Loan Seller waived the requirement for a survey of the Mortgaged Property and, therefore, a Same As Survey endorsement to the Title Policy was not required.
11 (Title Insurance)	2 28 32 61 76 79 80	Halstead Danvers City Gate Apartment Homes New Brookside Apartments Meadow Ridge Apartments (Third Lien) Canterra Apartments Ann Arbor City Apartments Milford Commons I And II	The Mortgaged Property is subject to a Regulatory Agreement that may impose certain tenant income and/or rent affordability restrictions and, in some cases, certain other operating restrictions, on all or a portion of the units in the Mortgaged Property and may include remedies beyond those of specific performance and/or injunctive relief. The covenants and restrictions

* As specified on Exhibit A-1.

Representation and Warranty	Loan Number*	Mortgaged Property Name	Issue
			contained in the Regulatory Agreement may run with the land and may be binding on Borrower and its successors and assigns and all others later acquiring right or title to the Mortgaged Property.
11 (Title Insurance)	31 35 36 61	River Oaks (Third Lien) Lennox Flats Supplemental (Fourth Lien) Lennox Flats (Third Lien) Meadow Ridge Apartments (Third Lien)	The Mortgaged Property is located in Ohio, which has a statute that establishes priority in foreclosure for oil and gas leases, pipeline agreements and other instruments related to the production or sale of natural gas, including such leases, agreements and instruments that arise subsequent to the date of the Title Policy.
13 (Zoning)	6 7	Skyview On The Hudson Skyview On The Hudson (Third Lien)	The Mortgaged Property is legal, non-conforming with respect to one or more zoning requirements applicable to the Mortgaged Property. Ordinance and law coverage is in amounts less than that generally required by Mortgage Loan Seller.
18 (Carveouts to Non-Recourse)	1 2 3 4 5 10 11 12 19 21 28 34 45 53 62 75 82	Boulders At Puget Sound (Fourth Lien) Halstead Danvers Residences At Arlington Heights (Third Lien) Boulder Crossroads Apartments Columbia Trails Apartments Spring Lake Apartment Homes (Third Lien) Northampton Apartments The Residences At Stevens Pond Landmark At Banyan Bay Fountainhead City Gate Apartment Homes Autumn Ranch On Swenson Farms Coventry At Cityview Supplemental Arden Villas Woodland Ridge Griffis At Lowry Broadview And Woodcliffe Manor Apartment	The guarantor is not a natural person.
18 (Carveouts to Non-Recourse)	6 7 47 73	Skyview On The Hudson Skyview On The Hudson (Third Lien) 160 West 71st Street Apartments Grandmarc At Austin (Third Lien)	There is no guarantor for this Loan.
19 (Financial Statements)	6 7	Skyview On The Hudson Skyview On The Hudson (Third Lien)	The Loan Documents require (i) annual financial reporting but do not require quarterly reporting and (ii) that such reporting be in accordance with Borrower's tax method of accounting. In addition, because Borrower is a cooperative, monthly reports would include a maintenance schedule rather than a rent schedule and Borrower will be required to submit the most recently approved annual budget and capital expense plan on an annual basis.
22 (Insurance Proceeds and Condemnation)	79	Ann Arbor City Apartments	The Mortgaged Property is part of a condominium regime. Borrower does not own 100% of the units in the condominium. The declaration of condominium requires, in certain circumstances, that insurance

Representation and Warranty	Loan Number*	Mortgaged Property Name	Issue
Awards)			proceeds and/or condemnation awards be held and disbursed by the condominium association, the board of the association, and/or a designated trustee.
27 (Appraisals)	2 3 6 7 8 9 11 12 14 18 19 20 21 24 25 26 27 28 31 33 34 37 38 39 41 44 45 46 47 48 49 51 53 54 55 56 57 59 62 65 66 67 68 69 70 71 72 74 75 77	Halstead Danvers Residences At Arlington Heights (Third Lien) Skyview On The Hudson Skyview On The Hudson (Third Lien) Westbury Apartments The Oaks Of Woodland Park Northampton Apartments The Residences At Stevens Pond Village Club Of Southgate Lakeview Towers (Third Lien) Landmark At Banyan Bay Jasmine Woodlands (Third Lien) Fountainhead The Wyatt At Presidio Junction Village Club On Franklin Woodlands Of Arlington Fountain Park Apartments City Gate Apartment Homes River Oaks (Third Lien) Brookstone At Edgewater Autumn Ranch On Swenson Farms Twin Creeks Apartments Pier Village Phase II Parc Station (Third Lien) Palazzo Village At Westmeadow Coventry At Cityview Supplemental Vista Grande Apartments 160 West 71st Street Apartments Eagles South Apartments The Club At Oak Creek Apartments Hawthorne Northside (Third Lien) Arden Villas Independence Plaza Apartments The Paramount (Third Lien) Autumn Cove Apartments (Fka Bridgewater) Pavilions At Deer Chase Rosewood Apartments (Third Lien) Woodland Ridge Shoreside Village The Fairways At Peachtree City Timberwood Commons Castle Club Apartments Weymouth Place Cityparc At Keller The Thompson The Paseos At Magnolia Sherwood Glen Apartments Griffis At Lowry Royal Gardens	The Servicing File for the Mortgaged Property contains an appraisal with a valuation date that is not within 12 months of the Closing Date.

Representation and Warranty	Loan Number*	Mortgaged Property Name	Issue
	79 81 82 84 85 86	Ann Arbor City Apartments Sterling Vinings (Fka The Arbors) Broadview And Woodcliffe Manor Apartment Keeneland Crest Apartments Villa Serena Apartments (Third Lien) Ranch At Rollingbrook Apartments	
28 (Inspection of Mortgaged Property)	6 7 9 11 24 27 28 33 35 36 39 41 42 47 48 54 71 75 77 79 85	Skyview On The Hudson Skyview On The Hudson (Third Lien) The Oaks Of Woodland Park Northampton Apartments The Wyatt At Presidio Junction Fountain Park Apartments City Gate Apartment Homes Brookstone At Edgewater Lennox Flats Supplemental (Fourth Lien) Lennox Flats (Third Lien) Parc Station (Third Lien) Palazzo Morning Run Apartment Homes (Third Lien) 160 West 71st Street Apartments Eagles South Apartments Independence Plaza Apartments The Thompson Griffis At Lowry Royal Gardens Ann Arbor City Apartments Villa Serena Apartments (Third Lien)	The Mortgaged Property was inspected more than 12 months prior to the Closing Date.
30 (Ownership)	77	Royal Gardens	The Mortgaged Property has a Housing Assistance Payment Contract (the " <u>HAP Contract</u> ") in place between Borrower and the United States Department of Housing and Urban Development or a state or local housing agency (collectively, " <u>HUD</u> "). HUD has provided a consent (the " <u>HUD Consent</u> ") to Borrower and Mortgage Loan Seller that permits Borrower to assign a security interest in the HAP Contract to Mortgage Loan Seller. The HUD Consent by its terms states that neither the HAP Contract nor the HUD Consent can be assigned to any other parties, including the Depositor, without HUD's consent. Neither the HAP Contract nor the HUD Consent is being assigned or delivered to the Depositor or any other party as a result.

EXHIBIT D

DECREMENT TABLES FOR THE OFFERED PRINCIPAL BALANCE CERTIFICATES

Percentage of Initial Principal Balance Outstanding For:

Class A-FL Certificates

0% CPR During Lockout, Yield Maintenance and Static Prepayment Premium Periods
— Otherwise at Indicated CPR

Prepayments

<u>Following the Distribution Date in—</u>	<u>0% CPR</u>	<u>25% CPR</u>	<u>50% CPR</u>	<u>75% CPR</u>	<u>100% CPR</u>
Closing Date.....	100%	100%	100%	100%	100%
November 2019.....	99%	99%	99%	99%	99%
November 2020.....	97%	97%	97%	97%	97%
November 2021.....	96%	96%	96%	96%	96%
November 2022.....	94%	94%	94%	94%	94%
November 2023.....	51%	48%	45%	40%	0%
November 2024 and thereafter.....	0%	0%	0%	0%	0%
Weighted average life (in years).....	4.75	4.74	4.73	4.71	4.52

Class A-1 Certificates

0% CPR During Lockout, Yield Maintenance and Static Prepayment Premium Periods
—Otherwise at Indicated CPR

Prepayments

<u>Following the Distribution Date in—</u>	<u>0% CPR</u>	<u>25% CPR</u>	<u>50% CPR</u>	<u>75% CPR</u>	<u>100% CPR</u>
Closing Date.....	100%	100%	100%	100%	100%
November 2019.....	97%	96%	94%	92%	91%
November 2020.....	79%	78%	78%	77%	64%
November 2021.....	41%	41%	41%	41%	41%
November 2022.....	34%	34%	33%	33%	22%
November 2023 and thereafter.....	0%	0%	0%	0%	0%
Weighted average life (in years).....	3.00	2.97	2.93	2.89	2.70

Class A-2 Certificates

0% CPR During Lockout, Yield Maintenance and Static Prepayment Premium Periods
—Otherwise at Indicated CPR

Prepayments

<u>Following the Distribution Date in—</u>	<u>0% CPR</u>	<u>25% CPR</u>	<u>50% CPR</u>	<u>75% CPR</u>	<u>100% CPR</u>
Closing Date.....	100%	100%	100%	100%	100%
November 2019.....	100%	100%	100%	100%	100%
November 2020.....	100%	100%	100%	100%	100%
November 2021.....	100%	100%	100%	100%	100%
November 2022.....	100%	100%	100%	100%	100%
November 2023.....	64%	63%	62%	61%	50%
November 2024 and thereafter.....	0%	0%	0%	0%	0%
Weighted average life (in years).....	5.29	5.28	5.26	5.24	5.03

[THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT E

PRICE/YIELD TABLE FOR THE CLASS XI CERTIFICATES

**Corporate Bond Equivalent (CBE) Yield of the Class XI Certificates at Various CPRs*
1.14926%** Per Annum Initial Pass-Through Rate
\$18,083,375 Initial Notional Amount**

0% CPR During Lockout, Yield Maintenance and Static Prepayment Premium Periods
— Otherwise at Indicated CPR

Price (%)***	0% CPR CBE Yield (%)	25% CPR CBE Yield (%)	50% CPR CBE Yield (%)	75% CPR CBE Yield (%)	100% CPR CBE Yield (%)
2.5000	41.55	41.49	41.42	41.30	40.28
2.5200	41.00	40.95	40.87	40.75	39.73
2.5400	40.46	40.41	40.33	40.21	39.18
2.5600	39.93	39.88	39.80	39.68	38.64
2.5800	39.41	39.35	39.27	39.15	38.10
2.6000	38.89	38.83	38.76	38.64	37.58
2.6200	38.38	38.32	38.25	38.13	37.06
2.6400	37.88	37.82	37.74	37.62	36.55
2.6600	37.39	37.33	37.25	37.12	36.05
2.6800	36.90	36.84	36.76	36.63	35.55
2.7000	36.42	36.36	36.28	36.15	35.06
Weighted Average Life (in years)	4.75	4.74	4.73	4.71	4.52

* Yields presented in the table above are based on a LIBOR of 2.30688% *per annum* and discounting on a 30/360 day count convention. Assumes the exercise of the right to purchase the underlying mortgage loans in the event the total Stated Principal Balance of the Floating Loan Group is less than 1.0% of the related initial Loan Group balance, as described under “The Pooling and Servicing Agreement—Retirement” in this information circular.

** Approximate. The coupon rate for the class XI certificates is approximately 1.14926% *per annum* after giving effect to any payments of Additional Interest Distribution Amounts.

*** Exclusive of accrued interest.

PRICE/YIELD TABLE FOR THE CLASS X CERTIFICATES

**Corporate Bond Equivalent (CBE) Yield of the Class X Certificates at Various CPRs*
0.00000%** *Per Annum* Initial Pass-Through Rate
\$428,856,439 Initial Notional Amount**

0% CPR During Lockout, Yield Maintenance and Static Prepayment Premium Periods
—Otherwise at Indicated CPR

Price (%)***	0% CPR CBE Yield (%)	25% CPR CBE Yield (%)	50% CPR CBE Yield (%)	75% CPR CBE Yield (%)	100% CPR CBE Yield (%)
0.2890	(15.63)	(16.34)	(17.06)	(17.81)	(20.01)
0.2990	(16.73)	(17.42)	(18.13)	(18.87)	(21.09)
0.3090	(17.77)	(18.45)	(19.15)	(19.88)	(22.12)
0.3190	(18.76)	(19.43)	(20.13)	(20.85)	(23.11)
0.3290	(19.71)	(20.37)	(21.06)	(21.77)	(24.05)
0.3390	(20.62)	(21.27)	(21.95)	(22.66)	(24.96)
0.3490	(21.50)	(22.14)	(22.81)	(23.51)	(25.83)
0.3590	(22.34)	(22.97)	(23.64)	(24.33)	(26.66)
0.3690	(23.15)	(23.77)	(24.43)	(25.12)	(27.47)
0.3790	(23.93)	(24.54)	(25.19)	(25.88)	(28.25)
0.3890	(24.68)	(25.29)	(25.93)	(26.61)	(29.00)
Weighted Average Life (in years)	4.41	4.39	4.36	4.33	4.13

* Assumes the exercise of the right to purchase the underlying mortgage loans in the event the total Stated Principal Balance of the Fixed Loan Group is less than 1.0% of the related initial Loan Group balance, as described under “The Pooling and Servicing Agreement—Retirement” in this information circular.

** Approximate, after giving effect to payments of Additional Interest Distribution Amounts.

*** Exclusive of accrued interest.

If you intend to purchase SPCs, you should rely only on the information in this Supplement, the Offering Circular and the Information Circular, including the information in the Incorporated Documents. We have not authorized anyone to provide you with different information.

This Supplement, the Offering Circular, the Information Circular and the Incorporated Documents may not be correct after their dates.

We are not offering the SPCs in any jurisdiction that prohibits their offer.

TABLE OF CONTENTS

Description	Page
Offering Circular Supplement	
Certain Risk Considerations	S-2
Terms Sheet	S-3
Available Information	S-7
General Information	S-8
Multifamily Pass-Through Trust Agreement	S-8
Form of SPCs	S-8
Denominations of SPCs	S-8
Structure of Transaction	S-8
The Mortgages	S-10
Credit Risk Retention	S-11
Payments	S-11
Payment Dates; Record Dates	S-11
Method of Payment	S-11
Interest	S-11
Principal	S-12
Static Prepayment Premiums and Yield Maintenance	
Charges	S-12
Class Factors	S-13
Guarantees	S-13
Optional Retirement	S-14
Prepayment and Yield Analysis	S-14
Mortgage Prepayments	S-14
Yield	S-15
Suitability	S-16
Final Payment Dates	S-16
Certain Federal Income Tax Consequences	S-16
General	S-16
Classification of Investment Arrangement	S-16
Status of Classes	S-17
Information Reporting	S-17
Legal Investment Considerations	S-17
Accounting Considerations	S-17
ERISA Considerations	S-18
Plan of Distribution	S-18
Legal Matters	S-18
Appendix A — Selling Restrictions	S-A-1
Information Circular	
Important Notice Regarding the Certificates	4
Important Notice about Information Presented in this Information Circular	4
Summary of Information Circular	5
Risk Factors	53
Capitalized Terms Used in this Information Circular	105
Forward-Looking Statements	105
Description of the Issuing Entity	106
Description of the Depositor	107
Description of the Mortgage Loan Seller and Guarantor	107
Description of the Underlying Mortgage Loans	111
Description of the Intercreditor Agreements	142
Description of the Certificates	142
Yield and Maturity Considerations	173
The Pooling and Servicing Agreement	183
Certain Federal Income Tax Consequences	251
State and Other Tax Considerations	264
Use of Proceeds	265
Plan of Distribution	265
Legal Matters	265
Glossary	266
Exhibits to Information Circular	
Exhibit A-1 — Certain Characteristics of the Underlying Mortgage Loans and the Related Mortgaged Real Properties	A-1-1
Exhibit A-2 — Certain Information Regarding the Underlying Mortgage Loans	A-2-1
Exhibit A-3 — Description of the Ten Largest Underlying Mortgage Loans or Group of Cross-Collateralized Underlying Mortgage Loans in the Fixed Loan Group	A-3-1
Exhibit B — Form of Certificate Administrator's Statement to Certificateholders	B-1
Exhibit C-1 — Mortgage Loan Seller's Representations and Warranties	C-1-1
Exhibit C-2 — Exceptions to Mortgage Loan Seller's Representations and Warranties	C-2-1
Exhibit D — Decrement Tables for the Offered Principal Balance Certificates	D-1
Exhibit E — Price/Yield Tables for the Class XI and X Certificates	E-1

\$358,455,000
(Approximate)

Freddie Mac

Structured Pass-Through Certificates (SPCs)
Series K-J22



Lead Manager and Sole Bookrunner

BofA Merrill Lynch

Co-Managers

Barclays

Hunt Financial Securities

Morgan Stanley

Multi-Bank Securities, Inc.

November 7, 2018